



**Monday, June 30, 2025
1:30 PM**

**City Council
Special Called Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Policy Items

1. **2025-534** Acknowledge receipt of the Audited Financial Statements of the City of Hattiesburg for the fiscal year ending September 30, 2024, from Topp, McWhorter, Harvey, PLLC. (TMH).
2. **2025-535** Approve Agreement with Moore & Moore Properties, Inc. for the collection and treatment of Domestic Wastewater and authorize the Mayor to execute the same.
3. **2025-536** Approve Agreement between City of Hattiesburg Police Department and Axon Enterprise, Inc. to provide Taser Equipment, Software and accessories as per state contract and authorize the Mayor to execute the same.
4. **2025-537** Acknowledge receipt of proposals and accept the bid proposal from Rare Design for Brand Development and Design Services and authorize the Mayor to execute the contract upon completion.
5. **2025-541** Approve Settlement Agreement in Civil Action No. 2:24-cv-193-HSO-BWR and authorize issuance of a manual check.

Meeting Recess



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Monday, June 30, 2025

Re: Acknowledge receipt of the Audited Financial Statements of the City of Hattiesburg for the fiscal year ending September 30, 2024, from Topp, McWhorter, Harvey, PLLC. (TMH).
File Number: 2025-534
Minute Book #

Summary

Acknowledge receipt of the Audited Financial Statements of the City of Hattiesburg for the fiscal year ending September 30, 2024, from Topp, McWhorter, Harvey, PLLC. (TMH).

Recommendation Statement

I recommend that this audit be acknowledged.

Please place this on the June 30, 2025 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Monday, June 30, 2025

Re: Approve Agreement with Moore & Moore Properties, Inc. for the collection and treatment of Domestic Wastewater and authorize the Mayor to execute the same.
File Number: 2025-535
Minute Book #

Summary

Approve an agreement with Moore & Moore Properties, Inc. for the collection and treatment of Domestic Wastewater and authorize the Mayor to execute the same.

Recommendation Statement

I recommend that this agreement be approved.

Please place this on the June 30, 2025 City Council meeting for consideration.

AGREEMENT FOR SEWER TREATMENT

THIS AGREEMENT, entered into on the day and date hereinafter provided, by and between the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation hereinafter referred to as "Hattiesburg" or "City," and MOORE & MOORE PROPERTIES, INC., a Mississippi corporation in good standing, hereinafter referred to as "Moore & Moore" (individually referred to as a "Party" and collectively referred to as the "Parties"), for the purpose of setting forth the terms, conditions and covenants pursuant to which City will receive only Domestic Wastewater and Commercial Wastewater for which City has given prior written consent from Moore & Moore into City's Wastewater Collection System and treatment facility at its North Lagoon in accordance with this Agreement, and to provide for payment for City's conveyance and treatment charges.

ARTICLE I

Definitions

Section 1.01. DEFINITIONS OF TERMS. Terms and expressions used in this Agreement, including the preamble hereof, shall have the meaning set forth in this Article:

- (a) "*Calendar year*" means the twelve (12) month period beginning January 1 of each year.
- (b) "*Capacity Expansion*" means an increase in the transportation or treatment capacity of the City realized by the construction of additional treatment capacity or the addition of capital improvements which allow greater treatment capacity.
- (c) "*Connection*" means one unit or one single occupied dwelling per building (e.g., duplex with two dwellings has two connections, and an apartment building with ten individual units has ten connections, although the duplex and apartment building each would have only one physical connection to the Wastewater Collection System).
- (d) "*Commercial Wastewater*" means non-toxic, non-hazardous wastewater discharged from premises predominantly of a commercial nature which is usually similar in composition to Domestic wastewater, but which may occasionally have one or more of its constituents exceed typical domestic ranges. Included in this definition are wastewaters from shops, offices, showrooms, service stations, commercial and institutional food service operations, commercial laundry facilities with no more than four washing machines, animal holding facilities (such as kennels, veterinary hospitals, and animal grooming facilities), and beauty salons, provided that toxic, hazardous, or Industrial wastes are not introduced into the system.
- (e) "*Domestic Wastewater*" means liquid and waterborne waste discharged from sanitary conveniences of dwellings, business buildings, institutions and the like, as distinct from wastes in Commercial or Industrial Wastewater.

- (f) “*Exceedance*” means excess flow based on allowable capacity as set forth in Sections 2.01, and 2.04 and/or any substances prohibited from discharge into any Wastewater Collection System in accordance with Chapter 21, Section 24 of City’s Code of Ordinances (Ordinance No. 3167, as adopted by the City Council, including all subsequent amendments).
- (g) “*Grease*” means a waste material composed primarily of fats and oil of animal and vegetable origins. The terms fats, oil and grease as used in the ordinance shall be deemed as Grease by definition. Grease does not include petroleum-based products.
- (h) “*City*” or “*Hattiesburg*” means the City of Hattiesburg, Mississippi, a municipal corporation.
- (i) “*Industrial Wastewater*” means the liquid and waterborne wastes from industrial processes as distinct from wastes in Domestic Wastewater or Commercial Wastewater.
- (j) “*Infiltration*” means water that has migrated from the ground into the wastewater collection system.
- (k) “*Inflow*” means water which is not Domestic Wastewater or Commercial Wastewater or Industrial Wastewater or Infiltration, which enters into the wastewater collection system. Inflow includes, but is not limited to, the following: stormwater; groundwater; roof run-offs; sub-surface drainage; down spouts; yard drains; fountains; ponds; and swimming pools.
- (l) “*Month*” means calendar month.
- (m) “*Operation and Maintenance Expense*” means the current expense paid or accrued in the operation, maintenance, and ordinary repair of the Wastewater Treatment Facility and Wastewater Collection System of City (including, but not limited to the North and South lagoons) and shall include, without limitation on the generality of the foregoing, capital expenditures, indebtedness, insurance premiums and administrative expenses of City and such other reasonable and necessary current expenses relating to the Wastewater Treatment Facility and Wastewater Collection System, as set forth in paragraph B of Chapter 21, Section 30, of City’s Code of Ordinances (Ordinance No. 3167, as adopted by the City Council, including all subsequent amendments), a copy of which is attached hereto and made a part hereof, and in accordance with sound accounting practices.
- (n) “*Person*” means and includes the state of Mississippi, a public agency as defined herein, or any municipal entity, town, or political subdivision of any governmental agency of the State of Mississippi or the United States of America, or any individual, co-partnership, association, firm, trust, State, or any other entity whatsoever.
- (o) “*Point of Entry*” means the point at which wastewater enters City’s Wastewater Collection System as determined by the City in Section 3.02.

- (p) “*System*” means all of the City’s facilities for receiving and transporting of Wastewater, together with any improvements, enlargements or additions to said facilities and any extensions or replacements of said facilities constructed or otherwise incorporated into said facilities in the future and including any facilities leased or otherwise utilized by the City. The System includes all rights-of-way, sewer interceptor Systems and pump stations, and force mains.
- (q) “*Wastewater*” means Domestic, Commercial and Industrial Wastewater, together with such Infiltration and Inflow that may be present.
- (r) “*Wastewater Collection System*” means the array of wastewater pipes, manholes, and pump stations which function to transport wastewater from service sources to a Wastewater Treatment Facility.
- (s) “*Wastewater Treatment Facility*” means the facility of City for treatment and disposal of wastewater, situated in Lamar or Forrest County, Mississippi, as such facility now exists and as it may be hereinafter improved, enlarged, and/or expanded by City.

ARTICLE II

Scope of the Agreement

Section 2.01. RESPONSIBILITIES OF THE PARTIES.

- 1) City agrees to accept and treat all volumes of Domestic Wastewater and Commercial Wastewater for which City has given prior written consent delivered by and from Moore & Moore from Moore & Moore’s rental properties, as described in Exhibit “A”, for collection and treatment according to the terms and conditions of this Agreement, as long as Moore & Moore does not exceed the thirty-five (35) Connections limit referenced in Section 2.04 herein. Provided, however, in no event shall the volume of Wastewater delivered by Moore & Moore exceed nine thousand six hundred twenty-five (9,625) gallons per day. If at any point the volume of Wastewater delivered by Moore & Moore exceeds 9,625 gallons per day, the City will proceed in accordance with Section 7.02.
- 2) Upon final completion of the construction of any needed improvements, Moore & Moore would own, operate, and maintain that portion of the sewer system which lies upstream of the Point(s) of Entry to the City’s Wastewater Collection System.
- 3) Upon final completion of the construction of any needed improvements, City would own, operate, and maintain that portion of the sewer system from and including the Point(s) of Entry to the City’s Wastewater Collection System and the downstream lines connecting thereto, including the City’s meter in the metering station, which will be installed, owned, operated, and maintained by City, as provided in Section 3.05, below.

Section 2.02. EXISTING FACILITIES. Moore & Moore will provide to the City the total number of existing individual Connections which are connected to Moore & Moore's system and facilities as of the date this Agreement is entered into and executed by the Parties. Moore & Moore's total number of existing Connections shall be provided to the City in the form of a written report signed by a licensed, professional engineer.

Section 2.03. ADDITIONAL CONNECTIONS AND / OR CAPACITY EXPANSION;
INFLOW AND INFILTRATION.

Moore & Moore may request in writing to the City to increase Connections to its Wastewater Collection System provided, however, that the City must approve of the increased number of Connections. In addition, the City's Wastewater Collection System and the City's Wastewater Treatment Facility must have sufficient capacity, in the sole discretion of the City, to accommodate the increased number of Connections. In the event the City determines that its Wastewater Collection System and/or Wastewater Treatment Facility do not have sufficient capacity to accommodate the increased number of Connections requested by Moore & Moore, the City may, in its sole discretion, approve the increased Connections requested by Moore & Moore as long as Moore & Moore bears all of the costs associated with the necessary improvements to the Wastewater Collection System and/or Wastewater Treatment System to accommodate the increased Connections and/or capacity expansion.

In the event the City desires an expansion in capacity in addition to any capacity expansion required as a result of the increased Connections requested by Moore & Moore, the costs associated with the capacity expansion shall be borne proportionately by Moore & Moore and the City, each being responsible for the costs associated with the capacity expansion attributable to each.

Notwithstanding anything herein to the contrary, the City has the sole discretion to approve or not approve any request for new Connections and/or for capacity expansion and Moore & Moore shall bear all costs associated with the necessary improvements to the Wastewater Collection System and/or Wastewater Treatment Facility to accommodate the increased Connections and any associated capacity expansion attributable to it.

Moore & Moore shall operate and maintain its Wastewater Collection System to ensure that Infiltration and Inflow are minimized. Moore & Moore shall pursue reductions in Inflow and Infiltration within the wastewater collection and transmission system operated and maintained by Moore & Moore, as well as any parties contributing wastewater to Moore & Moore's system. Moore & Moore shall comply with all sanitary sewer overflow rules set forth by the Mississippi Department of Environmental Quality, the United States Environmental Protection Agency, and any other governmental body having legal authority to set standards for sewer collection and transmission systems of similar size and character.

Section 2.04. EXCEEDANCES. Moore & Moore shall provide written notice to the City when a structure is completed and it begins discharging Wastewater into the collection system. At any point that the volume of Wastewater delivered per day is within ten (10%) of the volume of

Wastewater set forth in Section 2.01, Moore & Moore shall cease additional physical connections to the collection system until such time as Moore & Moore provides a proposed plan to be approved by the City which describes its plan to not exceed the volume of Wastewater set forth in Section 2.01.

In the event Moore & Moore is in exceedance of the number of Connections and/or volume of Wastewater delivered per day set forth in Section 2.01 or experiences any other Exceedances, City will issue a notice of violation for all violations. The City shall require Moore & Moore to provide a proposed corrective action plan to be approved by City which may include an Infiltration and Inflow study in accordance with standards specified by the City. The corrective action plan shall include a compliance schedule with a detailed plan of corrective action Moore & Moore will take, including the manner of corrective action, the timeframe for major milestones, the deadline by which the corrective action will be completed, and the cost of the corrective action. Moore & Moore may be required to reduce the number of Connections below thirty-five (35), if necessary to avoid an Exceedance of capacity. If Moore & Moore does not provide a proposed, detailed, corrective action plan addressing the Exceedances which is satisfactory to the City, the City may, within its discretion, terminate this Agreement for noncompliance and material breach under Article VII.

Section 2.05 ANNEXATION. Moore & Moore Properties, Inc. and Chris Moore hereby recognize that utilities, citizens, and businesses located outside the City benefit from the City's ability to provide wastewater treatment services to utilities, businesses and their customers located outside the City. Therefore, Moore & Moore Properties, Inc. and Chris Moore and their subsidiaries, successors, agents, assigns, affiliates, sister companies, representatives, officers, and/or directors shall not oppose any annexation action brought by the City in which the proposed annexation area is within a 2 mile radius of: (1) Moore & Moore Properties, Inc.'s property described as Lots 1-23 and Units 24-35 located in the SE ¼ of the SW ¼ of Section 2, Township 4 North, Range 14 West, Lamar County, MS (2) a certificated area which Moore & Moore Properties, Inc. services; and/or (3) any certificated area of any of Moore & Moore Properties, Inc.'s subsidiaries, sister companies, successors, or assigns.

ARTICLE III

Discharge of Wastewater, Title, and Metering

Section 3.01. DISCHARGE. Moore & Moore shall have permission to discharge Domestic Wastewater and Commercial Wastewater for which City has given prior written consent into City's Wastewater Collection System from Moore & Moore's rental properties, as described by legal description and aerial plot in attached Exhibit "A", up to the gallons per day discharge limit set forth in Section 2.01. The number of service Connections shall be limited to the proposed number of lots and/or units set forth in Section 2.01 so long as the gallons per day discharge limit is not exceeded.

Section 3.02. POINT(S) OF ENTRY. Moore & Moore shall discharge its Domestic Wastewater and Commercial Wastewater for which City has given prior written consent through a

municipally maintained Point or Points of Entry designated by City. City hereby designates the following as the Point(s) of Entry to which Moore & Moore agrees:

Moore & Moore Point(s) of Entry:

Point of Entry 1 – At a point approximately 155' southeast of the southwest corner of the subject parcel identified as Lamar County PPIN 12073 where the sewer service enters a 10' sewer easement, Lamar County, Mississippi

Point of Entry 2 – At a point approximately 340' southeast of the southwest corner of the subject parcel identified as Lamar County PPIN 12073 where the sewer service enters a 10' sewer easement, Lamar County, Mississippi

Point of Entry 3 – At a point approximately 95' southwest of the southeast corner of the subject parcel identified as Lamar County PPIN 12073 where the sewer service enters a 10' sewer easement, Lamar County, Mississippi

Point of Entry 4 – At a point approximately 170' east of the southeast corner of the subject parcel identified as Lamar County PPIN 12073 where the sewer service enters a 10' sewer easement, Lamar County, Mississippi

The discharge from each point of entry into the newly constructed low pressure force main ultimately discharges to an existing municipally maintained wastewater collection point or facility located southwest of the intersection of West 4th Street and Cross Creek Parkway at a manhole designated as MH H1000, Hattiesburg, Lamar County, Mississippi.

Section 3.03. CONVEYANCE TO POINT OF ENTRY. It shall be the sole responsibility of Moore & Moore, including any liability incurred in connection therewith, to convey such Domestic Wastewater and Commercial Wastewater for which City has given prior written consent to the Point(s) of Entry, as specifically defined and agreed to in Section 3.02, through Moore & Moore's collection system to City's Wastewater Collection System. Moore & Moore shall have sole ownership and construction and maintenance responsibility for the sewer pipe and facilities running and existing between Moore & Moore's rental properties, as defined in attached Exhibit "A", and the Point(s) of Entry, as specifically defined and agreed to in Section 3.02. City reserves the right to inspect Moore & Moore's collection system for irregularities that could result in noncompliant discharges into City's System including, but not limited to, Inflow/Infiltration, grease, and/or Commercial and Industrial Wastewater. City shall have no maintenance responsibilities for Moore & Moore's sewer pipes and facilities. City shall be responsible for maintenance only at and from the Point(s) of Entry, as defined in Section 3.02.

Section 3.04. TITLE TO WASTEWATER AND RESPONSIBILITY THEREFORE. Title to Wastewater discharged hereunder shall remain in Moore & Moore until Point(s) of Entry and, upon passing through Point(s) of Entry, title thereto and all effluent therefrom shall pass to City. Moore & Moore agrees to save and hold harmless the City from all claims, demands, and causes of action which may be asserted by any person on account of the reception, transportation, delivery, and disposal of Domestic Wastewater and Commercial Wastewater for which City has given prior written consent while title thereto remains in or passes to Moore & Moore. Provided,

however, that any administrative, non-routine, emergency, or other specific charge or assessment against City resulting from the operation of Moore & Moore's collection system shall be deemed an expense of and charged to Moore & Moore regardless of whether title to the wastewater giving rise to any such charge against City has vested in City; such charge shall be payable by Moore & Moore upon presentation of adequate documentation of cost and responsibility. Moore & Moore shall be advised of and have the right to contest any charge or assessment made by any charging agency. Nothing herein is intended or should be construed to indemnify or hold harmless either party for such party's own negligence. This covenant is not made for the benefit of any third party. City takes responsibility as between the Parties hereto for the proper reception and ultimate treatment and disposal of such Domestic Wastewater and Commercial Wastewater for which City has given prior written consent received by it at Point(s) of Entry; provided, however, that such wastewater meets applicable federal and state standards and restrictions and/or regulations.

Section 3.05. METERING. At MH H1000, the City, at Moore & Moore's expense, shall install, own, operate and maintain the necessary equipment and device of standard type for measuring properly all of Moore & Moore's Domestic Wastewater and Commercial Wastewater for which City has given prior written consent. Such meter shall be an automatic meter reading (AMR) meter specified by the City to be compatible with the City's automated system and capable of being read remotely. Moore & Moore may request from the City access to such metering equipment at reasonable times for inspection and examination.

Moore & Moore may, at its expense, install, own, operate and maintain its own meter for measuring its wastewater discharged into the City Wastewater Collection System. Any meter installed by Moore & Moore shall be of the type specified by the City and, upon request, shall be accessible by the City at reasonable times for inspection and examination.

Meters shall be calibrated every year unless there is sufficient reason to calibrate at an earlier time. Any request by Moore & Moore or the City for either meter to be calibrated should be made in writing to the appropriate Party. If, for any reason, a meter is out of service or out for repair, or if, upon any test, accuracy of any meter is found to be inaccurate by ten percent (10%) or more, plus or minus, of the flow, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such a time is ascertainable, and if such a time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months.

Section 3.06. UNIT OF MEASUREMENT. The unit of measurement for wastewater delivery hereunder shall be one thousand (1,000) gallons, U.S. Standard Liquid Measure.

ARTICLE IV

Comprehensive Sewer Use Provisions

Section 4.01. ADMISSIBLE DISCHARGES. Moore & Moore agrees that wastewater discharged from its system into City's Wastewater Collection System shall be of such quality that:

- (a) Effluent thereof shall not be in violation of and shall fully comply with Chapter 21, Section 24, of City's Code of Ordinances (Ordinance No. 3167, as adopted by the City Council including all subsequent amendments), a copy of which is attached hereto as Exhibit "B" and made a part hereof; and
- (b) Effluent thereof meets the then current standards of the Mississippi Department of Environmental Quality and the United States Environmental Protection Agency and any other governmental body having legal authority to set standards for such effluent, including those within any Order, Judgment, or Decree of any United States District Court or Mississippi Commission on Environmental Quality; and
- (c) City's Wastewater Treatment Facility or Wastewater Collection System lines are not damaged to the extent to cause any repairs or replacement or increased Operation and Maintenance expenses; and,
- (d) Stormwater inflow or infiltration in any appreciable amount is not introduced into the effluent stream.

Section 4.02. COMPREHENSIVE SEWER USE PROVISIONS. Moore & Moore shall include in any contract with its tenants the requirement to comply with Section 4.01 to the same extent as would be imposed by Chapter 21 of City's Code of Ordinances (Ordinance No. 3167, as adopted by the City Council, including all subsequent amendments), a copy of which is attached hereto Exhibit "B" and made a part hereof, if such a user were located within the jurisdiction of City.

Section 4.03. INDUSTRIAL and COMMERCIAL WASTEWATER. Moore & Moore shall prohibit the discharge of any Industrial Wastewater into its sewer system. In addition, Moore & Moore shall not allow the discharge of any Commercial Wastewater into its sewer system without prior written consent of City. Before any such consent may be given, the commercial facility shall file with the City, with a copy to Moore & Moore, a statement showing a representative analysis of the Commercial Wastewater it wishes to discharge. In addition, any Commercial establishment must be in compliance with Chapter 52, Sections 52-186 through 52-190 of the City of Hattiesburg's Code of Ordinances (Grease Control). No consent for the discharge of Commercial Wastewater will be given by City if such Commercial Wastewater does not pass through an inspection manhole located so as to be accessible at all times to inspectors of City and Moore & Moore. If, after consent is given for the discharge of such Commercial Wastewater, inspection indicates that damage may be resulting from the discharge of the Commercial Wastewater, Moore & Moore shall be responsible to City for any such damages, payable immediately upon determination of the amount of such damages.

Section 4.04. TESTING. Moore & Moore shall allow City, upon request, access to its system at any accessible point for purposes of taking samples of Moore & Moore's Wastewater for analysis to ensure compliance with ARTICLE IV of this Agreement. The results of such analysis will be made available to Moore & Moore at its request.

Section 4.05. ILLICIT THIRD-PARTY DISCHARGES. Moore & Moore shall ensure that its collection system is protected from illicit third-party discharges, including, but not limited to, industrial or septic tank discharges or unauthorized commercial discharges.

ARTICLE V

Fees, Payments, Structure Limitations, and Annual Adjustments

Section 5.01 INITIATION AND CONNECTION FEES. Moore & Moore shall pay to the City for connection to the City's Wastewater Collection System an initiation fee in the sum of \$5,000.00 upon execution of this Agreement.

Within 30 days of Moore & Moore's acceptance of the application for service of any new Connection to Moore & Moore's system, beyond those previously existing and disclosed in accordance with Section 2.02, where the discharge from such Connection will be discharged into the City's Wastewater Collection System, Moore & Moore shall collect and tender to the City the fee per new Connection as follows:

Sewer Connection..... \$300.00

Section 5.02 RATE. Moore & Moore shall pay to City for conveyance and treatment of its wastewater a rate per thousand gallons equal to double the current sewer rate set by Ordinance of the Mayor and Council of the City for those ratepayers within the corporate limits of the City. The City shall invoice Moore & Moore for conveyance and treatment of wastewater on a monthly basis. The fees due to the City will be calculated by using the volume of Moore & Moore's flow from the actual metered volume pursuant to the City's meter in Section 3.05. Moore & Moore shall make payment to the City within (30) days of receipt of any invoice. The Parties agree that in no event shall the total amount of wastewater discharged exceed the gallons per day discharge limit set forth in Section 2.01(1).

Section 5.03. Rates may be adjusted annually in accordance with any rate increases that City may impose on its entire customer base of which City has provided Moore & Moore thirty (30) days notice thereof.

Section 5.04. Moore & Moore shall provide a monthly residential and commercial Connection count to the City not later than the tenth of each month.

Section 5.05 CASH DEPOSIT, PAYMENT BONDS, OR IRREVOCABLE LETTER OF CREDIT. It is hereby agreed that upon entry into and signature of this Agreement, Moore & Moore shall, at its own option, submit to the City either a cash deposit, a payment bond posted

through an approved surety company, or an irrevocable letter of credit issued to the City, any of which shall at a minimum be in an amount equal to one year's worth of estimated payments to be made to the City by Moore & Moore or as otherwise determined by the City. The amount of the cash deposit, bond, or irrevocable letter of credit shall be based on the total number of Connections and the average flow and at the rate as agreed to in this Agreement, unless the City provides notice in writing of another specific deposit, bond or letter of credit amount. The purpose of such deposits, payment bonds, or irrevocable letters of credit is in the event of triggering Section 5.06, below.

Any irrevocable standby letter of credit shall be payable to the City in an amount as specified above, guarantee payment under the terms of this Agreement, and be issued by a commercial bank in accordance with Miss. Code Ann. §§ 75-5-101, et seq. (Rev. 2019), naming the City as beneficiary. The language of the Irrevocable Letter of Credit shall clearly identify the Irrevocable Letter of Credit as "irrevocable," and the Irrevocable Letter of Credit shall not be perpetual. The Irrevocable Letter of Credit shall also provide that, regarding expiration, the duration of the Irrevocable Letter of Credit shall be "extended from year-to-year until such time" as Moore & Moore has satisfied any debt owed under this Agreement to the City or until the City makes a demand on the Irrevocable Letter of Credit. Said extensions shall be for one-year periods of time beginning one year from the date of this Agreement, and each year thereafter until the conditions for satisfying any debt owed under this Agreement to the City have been satisfied.

Section 5.06 LATE PAYMENTS. Moore & Moore agrees that any invoice, issued under Section 5.02, is due to be paid in full, within thirty (30) days of receipt. If full payment is not made within forty-five (45) days of receipt of invoice, City will provide Moore & Moore written notice that Moore & Moore has fifteen (15) days within which Moore & Moore may come into compliance, or City may choose to seek any or all remedies available under the law to recover the outstanding debt to the City including utilizing any cash deposit, payment bond and/or letter of credit posted by Moore & Moore pursuant to Section 5.05 above to satisfy any outstanding debts. In addition, City may seek judicial intervention to disconnect Moore & Moore from the City's Wastewater Collection System, which may require Moore & Moore to construct its own treatment facilities within a reasonable time, during which time Moore & Moore shall continue to pay the City for sewer treatment until disconnected, such payments to be made within seven (7) days of receipt of any invoice. If continued payment is not made by Moore & Moore, City may further utilize the cash deposit, payment bond, or irrevocable letter of credit provided for in Section 5.05 above for the purposes of satisfying Moore & Moore's continuing payments for ongoing sewer treatment. Moore & Moore's failure to make a timely payment shall entitle the City, either by this Agreement or through judicial action, to require any cash deposit, payment bond, and/or irrevocable letter of credit be increased to a sufficient amount to make estimated payments for the length of time needed or required for Moore & Moore to provide an alternative method of sewer treatment and to be disconnected from the City's collection and treatment facilities, unless the City provides notice in writing of another specific time period. The City retains the option to terminate this Agreement for noncompliance and material breach under Article VII.

ARTICLE VI

Effective Date, Term of Agreement, and Sale

Section 6.01. EFFECTIVE DATE. This Agreement shall become effective as of the date the Agreement is executed by both Parties (“Effective Date”) and as of that date this Agreement shall constitute the sole and only Agreement between City and Moore & Moore as to matters contained herein.

Section 6.02. TERM OF AGREEMENT. This Agreement shall be in force and effect from the Effective Date until the end of the term of the City Council that approved this Agreement and shall be subject to being voided by a future City Council.

Section 6.03. SALE.

- (a) Any sale of the entire parcel, as described in Exhibit “A”, shall be submitted to City for approval as a discharger into the City system. In deciding whether to approve a purchaser as a discharger into the City system, the City may consider the factors it deems appropriate including, but not limited to, the purchaser’s financial resources, operational expertise, and environmental compliance history over the last five years. Any purchaser must post or maintain financial assurance mechanisms pursuant to Section 5.05 at least equivalent to those posted by Moore & Moore. Provided, however, that the City may require any additional financial assurance it deems appropriate.
- (b) In the event of a sale of a portion of the parcel described in “Exhibit A”, Moore & Moore shall remain the responsible party with respect to the obligations of this Agreement.

ARTICLE VII

Miscellaneous Provisions

Section 7.01. INTERRUPTION OF SERVICE.

7.01.1 Force Majeure.

7.01.1.1 Should City be forced to suspend, reduce, or interrupt service to Moore & Moore because of any emergency condition reasonably beyond the control of the City, including, without limitation, floods, fires, ice, windstorms, lightning, equipment failure, strikes, lockouts, Acts of God, or of the public enemy, or acts, orders, or directives of the federal or state government or court (“Force Majeure”), then the City need not deliver any services that it is unable to deliver by reason of such conditions; nor shall Moore & Moore be required to pay any charges for services not delivered. In the event a suspension of service is necessary as a consequence of a Force Majeure event, City will notify Moore & Moore within 24 hours of such event. Moore & Moore shall provide notice to its tenants of any interruption in service under this paragraph within 24 hours of initial notice by the City. City will use best efforts to resume service following any such Force Majeure event.

7.01.1.2 In case by reason of “Force Majeure” Moore & Moore shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if it shall give notice to the City within 24 hours of such event and follow up with full particulars of such “Force Majeure” in writing to the City within three (3) days after occurrence of the event or cause relied on, the obligation of Moore & Moore, so far as it is affected by “Force Majeure,” shall be suspended during the continuance of the inability then claimed, but for no longer period. Moore & Moore shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event of any interruption in service to Moore & Moore’s tenants under this paragraph, Moore & Moore shall provide notice to its tenants within 24 hours of initial notice to the City.

7.01.2 Other Suspensions of Service.

7.01.2.1 Should City be forced to suspend, reduce, or interrupt service to Moore & Moore because of any emergency condition reasonably beyond the control of City, other than a Force Majeure event, then City need not deliver any services that it is unable to deliver by reason of such conditions; nor shall Moore & Moore be required to pay any charges for services not delivered. In the event a suspension of service is necessary as a consequence of an emergency condition other than a Force Majeure event, City will notify Moore & Moore within 24 hours of such event. Moore & Moore shall provide notice to its tenants of any interruption in service under this paragraph within 24 hours of initial notice by the City. City will use best efforts to resume service following any such emergency event.

7.01.2.2 In case of an emergency event described in 7.01.2.1 Moore & Moore shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if Moore & Moore shall give notice to the City within 24 hours of such event and follow up with full particulars of such emergency event in writing to the City within three (3) days after occurrence of the event or cause relied on, the obligation of Moore & Moore, so far as it is affected by the emergency event, shall be suspended during the continuance of the inability then claimed, but for no longer period. Moore & Moore shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event of any interruption in service to Moore & Moore’s tenants under this paragraph, Moore & Moore shall provide notice to its tenants within 24 hours of its initial notice to the City.

Section 7.02. BREACH.

7.02.1 This Agreement may be terminated by either party for a material breach of the Agreement by the other party. In the event of termination under this provision, the party terminating shall give written notice by mail to the other party and termination shall be effective on the date specified, but no earlier than (a) ninety (90) days from the date such written notice is received by the other party or (b) a date following a transition period to accomplish the disconnection not to exceed twelve months from the notice of termination, unless otherwise agreed in writing by both Parties, whichever period of time (a) or (b) is longer. Provided, however, in no event shall the term exceed the term established by Section 6.02.

In the event this Agreement is breached because Moore & Moore is in Exceedance of capacity, under Section 2.04 of this Agreement, City will issue a notice of violation for any and all violations of capacity, and the City shall require Moore & Moore within thirty (30) days from notice of violation to provide a proposed, corrective action plan to be approved by the City which may include an infiltration and inflow study (NASSCO standards). The corrective action plan shall include a compliance schedule with a detailed plan of corrective action Moore & Moore will take, including the manner of corrective action, the timeframe for major milestones, the deadline by which the corrective action will be completed, and the cost of the corrective action. Moore & Moore may be required to reduce the number of Connections below thirty-five (35), if necessary to avoid an Exceedance of capacity. If Moore & Moore does not provide a proposed, detailed, corrective action plan addressing the Exceedance which is satisfactory to the City, the City may, within its discretion, terminate this Agreement for noncompliance and material breach under this Article. In case of termination, all obligations that are still executory on both sides are discharged as of the effective date of the termination. However, rights based on prior breach or prior performance, the indemnification provisions, and the records retention provisions shall survive. Moore & Moore shall provide its tenants with notice of termination within five (5) days from the date it receives notice of termination.

7.02.2 In the event that either party is required to pursue any action in any court to enforce the obligations, conditions, and terms of this Agreement against the other party, the prevailing party shall be entitled to recover all its costs and expenses, including, but not limited to, reasonable attorneys' fees and expert witnesses' fees with respect to the issues it prevailed on. A party is a prevailing party if it obtains all or part of the relief that it seeks in the lawsuit.

Section 7.03. GOVERNING LAW AND VENUE. This Agreement shall be construed under and in accordance with the laws of the State of Mississippi, and venue for any action at law or in equity shall be a court of competent jurisdiction in Forrest County or Lamar County, Mississippi.

Section 7.04. WAIVER. No waiver or failure to insist on performance of a term or condition of this Agreement shall be construed as a waiver of the term or condition absent a writing clearly stating that the condition is being waived. A written waiver shall be applicable only for the period or time stated and shall not be construed as a waiver of indefinite duration.

Section 7.05. SEVERABILITY. If any provision of this Agreement is held to be invalid, unenforceable, or unlawful by a court or tribunal of competent jurisdiction, then said provision will not operate to invalidate any other remaining portion of this Agreement, which shall continue in force and effect but for said provision and shall be construed accordingly.

Section 7.06. HEADINGS. The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

Section 7.07. AUTHORITY TO CONTRACT AND EXECUTE. Each individual executing and signing this Agreement warrants and represents that he/she has been authorized to execute the Agreement on behalf of the Parties to this Agreement.

Section 7.08. AMENDMENTS AND MODIFICATION. This Agreement may not be modified or amended absent the execution of a written instrument, signed by duly authorized officials and/or representatives of Moore & Moore and the City. Amendments and modifications to the Agreement shall be effective as of the date set forth in the amendment or modification and shall not be retroactive.

Section 7.09. NOTICE. Notices required or provided pursuant to the provisions of this Agreement shall be in writing and served either by personal delivery, mail, electronic mail or fax to the Parties as follows (with the exception that notice of any "Force Majeure" or emergency event shall be provided by telephone and email to the emergency contact number and email provided below):

For City:

Notice in person:

City of Hattiesburg
ATTN: City's Director of Water and Sewer
200 Forrest Drive
Hattiesburg, MS 39401

Notice by electronic mail:

City of Hattiesburg
ATTN: City of Hattiesburg Director of Water and Sewer
Email address: ahowe@hattiesburgms.com

Notice in the Event of EMERGENCY or FORCE MAJEURE should be made by telephone and electronic mail:

Emergency Contact: Alan Howe, City of Hattiesburg Director of Water and Sewer
Emergency Number: (601) 408-0586
Email address: ahowe@hattiesburgms.com

For Moore & Moore Properties, Inc.:

Notice in person:

Moore & Moore Properties, Inc.
10 Commercial Warehouse Dr.
Hattiesburg, MS 39402

Notice by electronic mail:
Moore & Moore
ATTN: Sarah
Email address: mooreconstructionandproperties@gmail.com

Notice in the event of EMERGENCY or FORCE MAJEURE should be made by telephone and electronic mail:

Emergency Contact: Chris Moore
Emergency Number: (601) 543-5118
Email address: chrismooreconstruction@gmail.com

Section 7.10. FURTHER ASSURANCES. The Parties agree that each shall and will, upon reasonable request of the other, make, do, execute, or cause to be made, done, or executed, all such further and other lawful acts, deeds, things, devices, and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of the Agreement for the treatment of Moore & Moore's wastewater.

WITNESS THE SIGNATURES of the Parties on duplicate originals, on this the _____ day of _____, A.D. _____.

ATTEST:

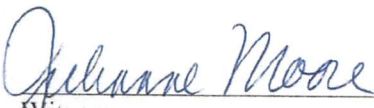
CITY OF HATTIESBURG, MISSISSIPPI

City Clerk

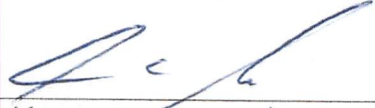
By: _____
Mayor Toby Barker

ATTEST:

MOORE & MOORE PROPERTIES, INC.



Witness:

By: 

President: SAMUEL CHRIS MOORE

EXHIBITS:

EXHIBIT “A”: Aerial plot of rental property area, including number of lots, units, or proposed flow and Legal description;

EXHIBIT “B”: Ordinance No. 3167 – Chapter 21, Sections 1 through 49, of City’s Code of Ordinances – as adopted by the City Council, including all subsequent amendments.

EXHIBITS 1 AND 2 ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE



LEGAL DESCRIPTION OF UNITS 24-5.

A PARCEL OF LAND BEING LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARING ARE BASED ON GRID NAD 83) BEGINNING AT A METAL PIPE AT THE SW CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI; THENCE RUN S69°30'17"E ALONG THE SECTION LINE FOR 1,333.31'; TO A METAL PIPE AT THE SW CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 2; THENCE RUN S89°59'00"W ALONG THE SECTION LINE FOR 1,333.31'; TO A METAL PIPE AT THE NW CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 2; THENCE RUN N45°47'54"E TO A CAPPED IRON PIN ON THE SOUTHERN RIGHT-OF-WAY OF W 4TH STREET; THENCE RUN N05°37'46"E ALONG SAID RIGHT-OF-WAY FOR 406.11'; TO A CONCRETE CROWN POST ON THE SOUTHERN RIGHT-OF-WAY OF W 4TH STREET; THENCE RUN S79°00'00"E ALONG SAID RIGHT-OF-WAY FOR 179.78'; TO A METAL PIPE HAVING A RADIUS OF 5.58'; SHOWN INCLUDED ANGLE OF 0°11'21"; AND A CHORD RUNNING N05°22'32"E FOR 16.79'; THENCE RUN S00°35'22"W FOR 653.16' TO A CAPPED IRON PIN ON THE SOUTH LINE OF SECTION 2; THENCE RUN S00°35'22"W ALONG THE SECTION LINE FOR 342.05' BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4.5 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF LOTS 1-23
A PARCEL OF LAND BEING LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 14 WEST
LAZAR COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS ARE BASED ON GRID NORTH)
BEGINNING AT THE SW CORNER OF THE SW CORNER OF THE SW CORNER OF THE SW CORNER OF THE SW CORNER OF THE SW CORNER
THENCE RUN S89°10'17"E ALONG THE SECTION LINE FOR 1.33331 TO A METAL PIPE AT THE SW CORNER OF THE SE 1/4 OF THE SW 1/4
THENCE RUN S31°17'10"E ALONG THE SECTION LINE FOR 342.05 TO A CAPPED IRON PIPE FOR THE POINT OF BEGINNING, THENCE RUN N0°35'27"E FOR 653.16 TO A CAPPED
IRON PIPE ON THE SOUTHERN RIGHT-OF-WAY OF W 4TH STREET, THENCE RUN N21°19' ALONG A CURVE TO THE RIGHT AND SAID
CURVE BEING 110.00' LONG, THENCE RUN N89°10'17"E ALONG THE SECTION LINE FOR 342.05 TO A CAPPED IRON PIPE ON THE SOUTHERN
RIGHT-OF-WAY OF W 4TH STREET, THENCE RUN N66°35'29"E ALONG SAID RIGHT-OF-WAY FOR 20.65' TO CRIMPED TOP PIPE, THENCE
RUN N33°17'10"E ALONG THE SECTION LINE FOR 342.05 TO A CAPPED IRON PIPE ON THE SOUTHERN RIGHT-OF-WAY OF W 4TH STREET,
THENCE RUN N40° BACK TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 4.51 ACRES MORE OR LESS, BEING 23.87% ALONG THE SECTION

2 OF 9

EXHIBIT 1: LEGAL DESCRIPTION OF LOTS 1-23

LEGAL DESCRIPTION OF LOTS 1-23:

A PARCEL OF LAND BEING LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS ARE BASED ON GRID NORTH)

COMMENCING AT A METAL PIPE AT THE SW CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI; THENCE RUN S89°30'17"E ALONG THE SECTION LINE FOR 1,333.31' TO A METAL PIPE AT THE SW CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 2; THENCE RUN S89°26'28"E ALONG THE SECTION LINE FOR 44.52' TO AN IRON PIN; THENCE RUN S89°24'38"E ALONG THE SECTION LINE FOR 342.05' TO A CAPPED IRON PIN FOR THE POINT OF BEGINNING; THENCE RUN N0°35'22"E FOR 653.16' TO A CAPPED IRON PIN ON THE SOUTHERN RIGHT-OF-WAY OF W 4TH STREET; THENCE RUN 241.69' ALONG A CURVE TO THE RIGHT AND SAID RIGHT-OF-WAY TO A CAPPED IRON PIN, SAID CURVE HAVING A RADIUS OF 5,694.58', AN INCLUDED ANGLE OF 2°25'54", AND A CHORD RUNNING N66°41'09"E FOR 241.67'; THENCE RUN N66°35'29"E ALONG SAID RIGHT-OF-WAY FOR 20.69' TO CRIMPED TOP PIPE; THENCE RUN S4°43'31"E FOR 762.78' TO A CAPPED IRON PIN ON THE SOUTH LINE OF SECTION 2; THENCE RUN N89°24'38"W ALONG THE SECTION LINE FOR 310.50' BACK TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 4.51 ACRES MORE OR LESS.

EXHIBIT 2: LEGAL DESCRIPTION OF UNITS 24-35

LEGAL DESCRIPTION OF UNITS 24 - 35:

A PARCEL OF LAND BEING LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS ARE BASED ON GRID NORTH)

COMMENCING AT A METAL PIPE AT THE SW CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI; THENCE RUN S89°30'17"E ALONG THE SECTION LINE FOR 1,333.31' TO A METAL PIPE AT THE SW CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 2; THENCE RUN S89°26'28"E ALONG THE SECTION LINE FOR 44.52' TO AN IRON PIN FOR THE POINT OF BEGINNING; THENCE RUN N04°36'43"W FOR 475.74' TO A CAPPED IRON PIN ON THE SOUTHERN RIGHT-OF-WAY OF W 4TH STREET; THENCE RUN N65°37'46"E ALONG SAID RIGHT-OF-WAY FOR 406.11' TO A CONCRETE RIGHT-OF-WAY MARKER; THENCE RUN 18.79' ALONG A CURVE TO THE RIGHT AND SAID RIGHT-OF-WAY TO A CAPPED IRON PIN, SAID CURVE HAVING A RADIUS OF 5,694.58', AN INCLUDED ANGLE OF 0°11'21", AND A CHORD RUNNING N65°22'32"E FOR 18.79'; THENCE RUN S00°35'22"W FOR 653.16' TO A CAPPED IRON PIN ON THE SOUTH LINE OF SECTION 2; THENCE RUN N89°24'38"W ALONG THE SECTION LINE FOR 342.05' BACK TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 4.75 ACRES MORE OR LESS.

ORDINANCE NO. 3167

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE REPEALING CHAPTER 21, ORDINANCE NUMBER 997 OF THE CODE OF ORDINANCES, AND ALL SUBSEQUENT AMENDMENTS THERETO, AND REPLACE WITH ORDINANCE NUMBER , ESTABLISHING UNIFORM RATES FOR SEWER COLLECTION AND DISPOSAL

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

SECTION 1. That Section 21, being Ordinance Number 997 of the Code of Ordinances adopted August 10, 1944, and all subsequent amendments thereto, be repealed, and replaced to read as follows, to-wit:

Chapter 21

SEWAGE DISPOSAL

Art. I. Sewage Disposal, secs. 21-1 --- 21-19

Art. II. Use of Public and Private Sewers and Drains, secs. 21-20 --- 21-29

Article III. User Charges and Industrial Waste Surcharges, secs. 21-30 --- 21-33

Article IV. Flow of Municipal Solid Waste, secs. 21-34 --- 21-39

Article V. Discharge Waste to City Facilities by Portable Haulers, secs. 21-40 --- 21-49

Article I. Sewage Disposal*

Sec. 21-1. Occupied premises required to have method for sewage disposal.

Each residence, place of business or place of congregation in the city where people reside, are employed or congregate shall be provided with a sanitary method for the disposal of human excreta. It shall be the duty of the property owner to provide said sanitary method. It shall be the duty of the builder or construction agent in the building of any construction to provide for the adequate sanitary method provided herein along with the corresponding duties placed on other parties by this article. (Ord. 1419, sec. 2, 2-6-62; Ord. 1356, sec. 1, 3-4-59; Ord. 997, sec. 1, 8-10-44)

**Cross reference—Use of public and private sewers and drains, Ch. 21, Art. II.*

Sec. 21-2. Connection with sewerage system required; charges therefore and service rate established.

A. Property along line of sewerage system. All property owners owning property as designated in sec. 21-1, and which is located on streets, avenues or alleys where a line of the sanitary sewerage system is located, shall have installed one or more sanitary water closets connected with said sewerage system; provided there is sufficient fall to provide gravity flow from said property to said sewerage system.

B. Property within three hundred feet of sewerage line. All property owners owning property as designated in sec. 21-1, and which is located on streets, avenues or alleys where a line of the sanitary sewerage system is not located, but which is within a distance of three hundred (300) feet from a street, avenue or alley where a line of the sanitary sewerage system is located, shall have installed one or more sanitary water closets connected with the said sewerage system; provided there is sufficient fall from said property to said sewerage system, and right-of-way can be secured.

C. Charge for tap or connection. A charge or fee shall be paid to the collection office of the water department of the City of Hattiesburg for each connection or tap to any municipal sanitary sewer main before such connection or tap is made as follows:

Exhibit "B"

1. Sewer tap \$1500.00
2. Clean-out of existing connection \$ 300.00

D. Monthly rate for service. The following schedule of rates is hereby ascertained, found and declared to be reasonable and the same are established as the rates to be charged for sanitary sewer service per month:

1. Effective October 1, 2013, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be eleven dollars and three cents (\$11.03) per month.

Effective September 1, 2014, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be twelve dollars and thirteen cents (\$12.13) per month.

Effective September 1, 2015, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be thirteen dollars and thirty four cents (\$13.34) per month.

Effective September 1, 2016, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be fourteen dollars and one cent (\$14.01) per month.

2. Effective October 1, 2013, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be eleven dollars and three cents (\$11.03) per month.

Effective September 1, 2014, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be twelve dollars and thirteen cents (\$12.13) per month.

Effective September 1, 2015, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be thirteen dollars and thirty four cents (\$13.34) per month.

Effective September 1, 2016, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be fourteen dollars and one cent (\$14.01) per month.

2. Any individual, corporation, partnership, sole proprietorship or other legal entity owning water wells or other contractual customers and customers outside the corporate limits, shall be charged for sanitary sewer service at a monthly rate to be set by the Mayor and Council of the City of Hattiesburg.
3. Any individual, corporation, partnership, sole proprietorship or other legal entity with a meter size 2 inches or larger that can provide documented evidence that the amount of sanitary sewer flow delivered to the City is substantially less than the metered water flow upon which the billing amount is based can make a formal request to the Engineering Department to have its monthly charge for sewer service be based upon metered or measured sanitary sewer flow. The Engineering Department will then set up a time period, for no less than one month, to flow monitor the customers effluent sanitary sewer flow. The flow monitoring will be set up at the cost of the customer making the request. If sufficient data is provided to determine, in fact, the customer flows 90 percent of its water or less to the sewer effluent the entity will be charged a percentage of its water flow for sewer based on the data gathered.

Exhibit "B"

The City reserves the right to verify the customer's effluent flow on a yearly basis and make adjustments accordingly.

Sec. 21-3. Privies, etc. ---When permitted; as specified by health department.

All property owners owning property as designated in sec. 21-1, but which does not come within the provision of sec. 21-2, shall have installed a properly constructed pit privy, or other private sewerage disposal system constructed according to the plans and specifications of the Mississippi State Board of Health. (Ord. 1419, sec. 5, 2-6-62; Ord. 1356, sec. 4, 3-4-59; Ord. 997, sec. 4, 8-10-44)

Sec. 21-4. Same--Construction.

The devices described in sec. 21-3 shall have the following specifications:

A. Pit Privy:

Is not allowed within the City Limits

B. Septic Tanks:

1. A watertight receptacle for the reception of liquid household waste and the retention of solids contained therein, which shall be provided with both an inlet and an outlet pipe.
2. Septic tanks shall be of a type and size approved by the state board of health, and the overflow from a septic tank shall be disposed of according to the rules and regulations of the state board of health relating thereto.

C. Other Toilet Devices:

1. Other sanitary toilet devices hereinbefore referred to shall mean chemical toilets, dry earth closets, or such other toilet devices as shall be approved by the county health department. (Ord. 997, sec. 5, 8-10-44)

Sec. 21-6. Clogging sewers with debris.

It shall be unlawful for any person to place or cause to be placed in any sewer or in any accessory or connection to a sewer any swill, garbage, sweepings, ashes, sand, clay, cotton, wool, rags, cloth, rubbish or any other solid matter or substance that may not be promptly dissolved by the sewerage, or that may form deposits or obstructions in the sewers, or in any of their accessories, fixtures or connections. (Ord. 923, sec. 11, 7-13-39)

Sec. 21-7. Rain and waste water from business premises to be discharged into storm sewers.

It shall be the duty of the owners of all businesses, houses, hotels, restaurants and other buildings now or hereafter erected in the business district of the city to turn the rain water from the roofs, and all other waste water of such buildings, into the city storm sewers, wherever possible, by connecting the roofs, and other waste water pipes, with such sewers by down pipes and other pipes of sufficient size and number to carry all rain water falling on such roofs and waste water into the storm sewers. (Ord. 1234, secs. 1--2, 8-13-53)

Sec. 21-8. Toilet devices to be maintained in sanitary condition.

A. Occupancy of premises prohibited. It shall be unlawful for any person to live in, rent or occupy any building or residence that is not provided with sanitary facilities and a sanitary method of excreta disposal as described in this article.

B. Duty of occupant. It shall be the duty of the occupants of each premises to see that the water closet, privy or other toilet device shall be kept in a sanitary condition at all times, and it shall be unlawful for anyone to abuse or misuse said property. (Ord. 1419, secs. 6--7, 2-6-62; Ord. 997, sec. 7, 8-10-44)

Sec. 21-9. Alteration of existing excreta disposal device require approval of health department.

Any property owner intending to alter or install a method of excreta disposal on any property shall apply to the county health department for a permit for such alteration or installation, and the county health department shall cause an inspection to be made of the property to determine which one of the methods of excreta disposal as hereinbefore described, shall be employed and shall issue to the property owner a permit for the alteration

or installation, stating therein the method of excreta disposal to be employed, and it shall be the duty of the owner to comply with the provisions of the permit. (Ord. 997, sec. 8, 8-10-44)

Sec. 21-10. Premises to be connected to extension of sewer lines.

Whenever new lines or extensions of the sewerage system are installed all property owners owning property as designated in sec. 21-1, and which property is so located as to become subject to the provisions of sec. 21-2, shall comply with the provisions of sec. 21-2 of this article. (Ord. 1419, sec. 8, 2-6-62; Ord. 1356, sec. 5, 3-4-59; Ord. 997, sec. 9, 8-10-44)

Sec. 21-11. Lessee prohibited from leasing premise without sanitary closets.

It shall be unlawful for any owner, landlord or agent to rent to any tenant any dwelling house or any other building without closets in good condition where closets are used. (Ord. 569, sec. 5, 2-11-18)

Sec. 21-12. Approved sanitary devices required for disposal.

It shall be unlawful for any person within the city to throw out, deposit or any other way dispose of human excreta other than into a sanitary water closet, a properly constructed septic tank, or other sanitary toilet device approved by the State Board of Health. (Ord. 1419, sec. 1, 2-6-62)

Sec. 21-13. Penalty for violation of certain sections.

Any person, firm or corporation, their agents or assigns violating any of the terms of this article shall, upon conviction, be fined in a sum not to exceed five hundred dollars (\$500.00), or imprisoned for not more than ninety (90) days or both fine and imprisonment, and each day's continuance of any violation shall be a separate offense and be punishable as such. (Ord. 1419, sec. 9, 2-6-62)

Secs. 21-14 — 21-19. Reserved.

Article II. Use of Public and Private Sewer and Drains*

Sec. 21-20. Purpose.

This article regulates the use of public and private sewers and drains, private sewage disposal, the installation and connection of building sewers, and the discharge of waters and wastes into the public sewer system: and providing penalties for violations thereof; in the City of Hattiesburg, Mississippi (Ord. 1837, intro, 1-8-75)

Sec. 21-21. Definitions.

Unless the context specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:

Approving authority shall mean the Director of Water and Sewer of the City of Hattiesburg or his duly authorized deputy, agent or representative.

BOD (denoting biochemical oxygen demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees, expressed in milligrams per liter.

Building sewer shall mean the extension from the building drain to the public sewer or other place of disposal.

City shall mean the City of Hattiesburg, Mississippi.

COD (chemical oxygen demand) shall mean the quantity of oxygen utilized in the chemical oxidation of oxidizable material in a sample, under standard laboratory procedure, expressed in milligrams per liter (mg/l).

Combined sewer shall mean a sewer receiving both surface runoff and sewage.

Garbage shall mean solid wastes from the domestic and commercial preparation, cooking, and dispensing of food, and from the handling, storage, and sale of produce.

Hearing board shall mean the governing authorities.

Exhibit "B"

Industrial wastes shall mean the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage.

Natural outlet shall mean any outlet into a watercourse, pond, ditch, lake, or other body or surface of ground water.

Person shall mean any individual, firm, company, association, society, corporation, or group.

pH shall mean the common logarithm of the reciprocal of the hydrogen ion concentration in grams per liter of solution.

Properly Shredded Garbage shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in dimension.

Public sewer shall mean a sewer in which all owners of abutting properties have equal rights and is controlled by public authority.

Regulatory agency shall mean the Mississippi Air and Water Pollution Control Commission.

Sanitary sewer shall mean the sewer which carries sewage and to which storm, surface, and ground waters are not intentionally admitted.

Service charge shall mean the basic assessment levied on all users of the public sewer system whose wastes do not exceed in strength the concentration values established as

**Cross reference--Sewage disposal, sec. 21-1 et seq.*

representative of normal sewage.

Sewage shall mean a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface and storm waters as may be present.

Sewage treatment facility shall mean any arrangement of devices and structures used for treating sewage.

Sewage works shall mean all facilities for collecting, pumping, treating, and disposing of sewage.

Sewer shall mean a pipe or conduit for carrying sewage.

Shall is mandatory; **may** is permissive.

Slug shall mean any discharge of water, sewage, or industrial waste which, in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four-hour concentration or flows during normal operation.

Standard methods shall mean the examination and analytical procedures set forth in the most recent addition of "Standard Methods for the Examination of Water, Sewage, and Industrial Wastes," published jointly by the American Public Health Association, the American Waterworks Association and the Water Pollution Control Federation.

Storm drain (sometimes termed storm sewer) shall mean a sewer which carries storm and surface waters and drainage, but excludes sewage and industrial wastes, other than unpolluted cooling water.

Surcharge shall mean the assessment in addition to the service charge which is levied on those persons whose wastes are greater in strength than the concentration values established as a representative of normal sewage.

Suspended solids shall mean solids that either float on the surface of, or in suspension in water, sewage, or other liquids and which are removable by laboratory filtering.

Watercourse shall mean a channel in which a flow of water occurs, either continuously or intermittently. (Ord. 2546, sec. 1, 2-20-96; Ord. 1837, sec. 1, 1-8-75)

Exhibit "B"

Sec. 21-22. Use of public sewers required.

A. It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the City of Hattiesburg, or in any area under the jurisdiction of said city, any human or animal excrement, garbage or other objectionable waste.

B. It shall be unlawful to discharge to any natural outlet within the City of Hattiesburg, or in any area under the jurisdiction of said city, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this ordinance.

C. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault septic tank, cesspool, or other facility intended or used for the disposal of sewage.

D. The owner of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the City of Hattiesburg and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a public sanitary or combined sewer of the City of Hattiesburg, is hereby required at his expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this ordinance, within ninety (90) days after date of official notice to do so, provided that said public sewer is within one hundred (100) feet of the property line. (Ord. 1837, sec. 2, 1-8-75)

Sec. 21-23. Private sewage disposal.

A. Where a public sanitary or combined sewer is not available under the provisions of sec. 21-22 (D) the building sewer shall be connected to a private sewage disposal system complying with the provisions of this section.

B. Before commencement of construction of a private sewage disposal system the owner shall first obtain a written permit signed by the approving authority. The application for such permit shall be made on a form furnished by the City of Hattiesburg, which the applicant shall supplement by any plans, specifications, and other information as is deemed necessary by the approving authority. A permit and inspection fee of six dollars (\$6.00) shall be paid to the City of Hattiesburg at the time the application is filed.

C. A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the approving authority. He shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the approving authority when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within twenty-four (24) hours of the receipt of notice by the approving authority.

D. The type, capacities, location, and layout of a private sewage disposal system shall comply with all recommendations of the Mississippi Air and Water Pollution Control Commission or the Mississippi State Board of Health, whichever applies. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

E. At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in sec. 21-23 (D) a direct connection shall be made to the public sewer in compliance with this ordinance, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material.

F. The owner shall operate and maintain the private sewage disposal facilities in a

Cross reference—Privies, septic tanks, etc. secs. 21-3 and 21-4.

sanitary manner at all times, at no expense to the City of Hattiesburg.

G. No statement contained in this section shall be construed to interfere with any additional requirements that may be imposed by the health officer.

H. When a public sewer becomes available, the building sewer shall be connected to said sewer within ninety (90) days and the private sewage disposal system shall be cleaned of sludge and filled with clean bank-run gravel or dirt. (Ord. 1837, sec. 3, 1-8-75)

Sec. 21-24. Use of the public sewers.

A. No person shall discharge or cause to be discharged any stormwater, surface water,

groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer.

B. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the approving authority. Industrial cooling water or unpolluted waters may be discharged, on approval of the approving authority, to a storm sewer, combined sewer, or natural outlet.

C. No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the approving authority that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, public property, or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the approving authority will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment system, degree of treat ability of wastes in the sewage treatment facility, and other pertinent factors. The substances prohibited are:

1. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas;
2. Any waters or wastes containing toxic and/or poisonous solids, liquids, or gases that inhibit or interfere with the biological treatment process;
3. Any liquid or vapor having a temperature higher than one-hundred and fifty (150) degrees Fahrenheit;
4. Any liquid wastes containing solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshing, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders;
5. Any waters or wastes having a pH lower than 5.5 or higher than 9.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works;
6. Any waters or wastes containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and ninety (90) degrees Fahrenheit;
7. Any waters or wastes containing free or emulsified oil and grease when, in the opinion of the approving authority, it appears probable that such wastes:
 - (a) Can deposit oil or grease in the sewer lines in such manner as to clog the sewers or impede the flow.
 - (b) Are not amenable to biological oxidation and will, therefore, pass to the receiving stream without being affected by normal sewage treatment processes,
 - (c) Can overload the sewage treatment facility's grease handling equipment.
 - (d) Can have deleterious effects on the sewage treatment process due to excessive quantities or concentrations;
8. Any waters or wastes exerting biochemical oxygen demand (BOD) greater than two hundred forty (240) mg/l;
9. Any waters or wastes exerting a chemical oxygen demand (COD) greater than four hundred (400) mg/l;
10. Any waters or wastes having a suspended solids concentration in excess of three hundred (300) mg/l;
11. Any radioactive wastes or isotopes of long half-life (over one hundred (100) days) without special permit. The radioactive isotopes Iodine-131 and

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Phosphorus-32 used at hospitals are not prohibited if properly diluted at the source;

12. Any waters or wastes exerting an excessive chlorine requirement;
13. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder shall be subject to the review and approval of the approving authority;
14. Any waters or wastes exerting or causing excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);
15. Any waters or wastes containing phenol or other taste or odor-producing substances in such concentrations as to affect the taste and odor of the receiving stream after passage through the sewage treatment process;
16. Any water or wastes containing metals or salts of the metals, in solution or suspension, in concentrations exceeding the following, the analytical results being expressed in terms of the indicated elements:

Element	Concentration (mg/l)
Antimony	0.1
Arsenic	0.05
Barium	3.0
Beryllium	1.0
Bismuth	1.0
Boron	0.5
Cadmium	0.2
Calcium	8,000.0
Chromium (Hexavalent)	1.0
Chromium (Trivalent)	1.0
Total chromium	2.0
Cobalt	0.2
Iron	5.0
Lead	0.1
Magnesium	2,000.0
Manganese	1.0
Mercury	0.1
Molybdenum	0.2
Nickel	0.5
Potassium	12,000.0
Rhenium	0.5
Selenium	0.1
Silver	1.0
Sodium	8,000.0
Strontium	0.5
Tellurium	0.5
Tin	1.0
Zinc	1.0

17. Any water or wastes containing cyanides or cyano-genic compounds capable of liberating hydrocyanic acid gas or acidification in excess of one mg/l as CN in the discharged waters or wastes;
18. Any water or wastes which attack or corrode sewers and sewage disposal equipment;
19. Any waters or wastes which are not amenable to treatment or reduction by the waste water treatment process employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving stream.

D. If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in sec. 21-24 (C), and which in the judgment of the approving authority may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters or which otherwise create a hazard to life or constitute a public nuisance, the approving authority may:

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1. Reject the wastes,
2. Require pretreatment to an acceptable condition for discharge to the public sewers,
3. Require control over the quantities and rates of discharge, and/or
4. Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of sec. 21-24 (I).

If the approving authority permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the approving authority, and subject to the requirements of all applicable codes, ordinances, and laws.

E. Grease, oil, sand interceptors, flow equalization and pretreatment facilities shall be maintained continuously and satisfactorily at the owner's expense and shall be subject to periodic inspection by the approving authority. The owner shall maintain suitable monthly operating records and shall submit to the approving authority each monthly summary report of the character of the influent and effluent as the latter may prescribe.

F. When required by the approving authority, the owner of any property serviced by a city sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the city sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the approving authority. The manhole shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times. Plans for such manholes for the installation of control and related equipment must be approved by the approving authority before construction is begun.

G. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this ordinance shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, samples shall be taken at a final discharge point inside the industry or the nearest downstream manhole in the public sewer. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. The particular analysis involved will determine whether a twenty-four-hour composite of all outfalls of a premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from twenty-four-hour composite of all outfalls, whereas pH's are determined from periodic grab samples.

H. Until an adequate analysis of a representative sample of the customer's waste has been obtained, the approving authority may, for the purposes of this ordinance, make a determination of the character and concentration of the waste by using data based on analysis of similar processes or data for this type of business that is available from the water pollution control commission or the United States Department of the Interior, or from industry-recognized authoritative sources.

I. No statement contained in this section shall be construed as preventing any special agreement or arrangement between the city and any user or group of users. (Ord. 1837, sec. 4, 1-8-75)

Sec. 21-25. Protection from damage.

No unauthorized person shall maliciously willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the sewage works. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct. (Ord. 1837, sec. 5, 1-8-75)

Sec. 21-26. Powers and authority of inspectors.

A. The approving authority and other duly authorized employees of the City of Hattiesburg bearing proper credentials and identifications shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this ordinance. The approving authority or his representative shall have no authority to inquire into any processes including metallurgical, chemical, oil,

refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment.

B. While performing the necessary work on private properties referred to in sec. 21-26 (A), above, the approving authority or duly authorized employees of the city shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the City of Hattiesburg's employees, and the city shall indemnify the company against loss or damage to its property by city employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required in sec. 21-24 (F).

C. The approving authority and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all private properties through which the City of Hattiesburg holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved. (Ord. 1837, sec. 6, 1-8-75)

Sec. 21-27. Penalties.

A. Any person found to be violating any provision of this article shall be served by the City of Hattiesburg with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

B. Any person who shall continue any violation beyond the time limit provided for in sec. 21-27 (A), shall be guilty of misdemeanor, and on conviction thereof shall be fined in the amount not exceeding three hundred dollars (\$300.00) for each violation. Each day in which any such violation shall continue shall be deemed a separate offense.

C. Any person violating any of the provisions of this article shall become liable to the City of Hattiesburg for any expense, loss, or damage occasioned the city by reason of such violation. (Ord. 1837, sec. 7, 1-8-75)

Sec. 21-28. Sewer ordinance amendment.

A. This article (the sewer ordinance) shall be amended by the City of Hattiesburg as necessary to accord with local conditions and technical progress.

B. This article (the sewer ordinance) shall be reviewed at least every five (5) years or at any time that the approving authority feels changes of any part of this article are needed. (Ord. 1837, sec. 8, 1-8-75)

Sec. 21-29. Hearing board.

The hearing board shall consist of the governing authorities of the City of Hattiesburg, Mississippi, and shall arbitrate differences between the approving authority and sewer users on matters concerning interpretation and execution of the provisions of this article by the approving authority. (Ord. No. 1837, sec. 9, 1-8-75)

Article III. User Charges and Industrial Waste Surcharges*

Sec. 21-30. User Charge

A. User charge shall be the charge levied on all users, including, but not limited to, persons, firms, corporations of governmental entities that discharge, cause or permit the discharge of sewage into the public sewage system.

B. The user charge shall reflect the costs of operation and maintenance (including replacement) of the public sewage works, including but not limited to the following costs:

- 1) The cost of operation of the system, including depreciation;
- 2) Maintenance of the system facilities as it presently exist;

- 3) The cost of upgrading the system's facilities as may be required or desirable;
- 4) All planning and engineering costs associated with the system;
- 5) Retirement of all indebtedness now existing or as may be incurred in the future;
- 6) The cost of provision of such reserve capacity as may be determined to be necessary or desirable for the proper operation of the system;
- 7) The cost of establishing and/or maintenance of such reserves as may be necessary or desirable for the continued operation of the system;
- 8) The cost of collection of fees and charges necessary or desirable for the operation of the system;
- 9) All overhead associated with the operation of the system;
- 10) All costs of any action required by the State of Mississippi or United States Government for the continued operation of the system;
- 11) All depreciation related to operation and maintenance of the system;
- 12) Any other direct or indirect cost may become necessary or desirable for the continued operation and maintenance of the system

C. Each user shall pay its proportionate share of operation and maintenance (including replacement) costs based on volume of flow.

D. The Chief Financial Officer, of Water and Sewer Director or the Director of Engineering shall review not less often than every two years the sewage contribution of users, the total costs of operation and maintenance (including replacement) of the sewage system, and the user charge system. Recommendations revising the user charge, if necessary shall be made to accomplish the following:

- (1) Maintain the proportionate distribution of operation and maintenance costs among users as provided herein.
- (2) Generate sufficient revenue to pay retirement of existing debt included herein, repayment of any State Revolving Fund Loans, and the total operation and maintenance costs necessary for the proper operation and maintenance (including replacement) of the sewage system,

E. Cost of transportation and treatment of all flow to the sewage system not directly attributable to users (i.e., infiltration/inflow) shall be distributed to all users of the sewage system based upon the volume of flow of the users.

F. Each user shall be notified, at least annually, in conjunction with a regular bill, of the rate and that portion of the user charge which is attributable to operation and maintenance of the sewage system. This information is to be placed on water and sewer bill annually. (Ord.2546, sec. 2, 2-20-96)

Sec. 21-31. SEWER RATE SCHEDULE

The following sewer rate schedule shall apply to each user of the sewage system.

Effective October 1, 2013, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment \$1.10/1000 gal	\$2.22/1000 gal	\$3.32/1000 gal
Second Increment \$.91/1000 gal	\$1.84/1000 gal	\$2.75/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 33% and 67%, respectively, based upon actual revenues collected.

Effective September 1, 2014, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of

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flow.

<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment \$1.20/1000 gal	\$2.45/1000 gal	\$3.65/1000 gal
Second Increment \$1.00/1000 gal	\$2.03/1000 gal	\$3.03/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 33% and 67%, respectively, based upon actual revenues collected.

Effective September 1, 2015, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment \$1.33/1000 gal	\$2.69/1000 gal	\$4.02/1000 gal
Second Increment \$1.00/1000 gal	\$2.23/1000 gal	\$3.33/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 33% and 67%, respectively, based upon actual revenues collected.

Any individual, corporation, partnership, sole proprietorship or other legal entity owning water wells or other contractual customers shall be charged for sanitary sewer service at a monthly rate to be set by the Mayor and Council of the City of Hattiesburg. Customers outside the corporate limits shall have a separate contract and shall be charged two times the monthly rate charged for sanitary sewer customers inside the corporate limits except for existing agreements prior to the date of this ordinance (Ord. 3077, sec. 1 10-4-11)

Effective September 1, 2016, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment \$1.39/1000 gal	\$2.83/1000 gal	\$4.22/1000 gal
Second Increment \$1.15/1000 gal	\$2.35/1000 gal	\$3.50/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 33% and 67%, respectively, based upon actual revenues collected. (Ord. 3109, sec.1 8-6-13; Ord. 3077, sec.1, 10-4-11; Ord. 3012, sec. 1, 9-02-08; Ord. 2892, sec.1, 12-6-05; Ord. 2683, sec. 1, 3-16-99)

Sec. 21-32. INDUSTRIAL WASTE SURCHARGE

A. In the event that a user discharges industrial waste to the sewage works having an average Biochemical Oxygen Demand (BOD) content in excess of 240 mg/l, and/or an average Suspended Solids (SS) content in excess of 300 mg/l, and/or an average Total Kjeldahl Nitrogen (TKN) content in excess of 30 mg/l, and/or an average grease content in excess of 100 mg/l, said industrial user shall pay a surcharge based upon the excess strength of their discharges. BOD, SS, and TKN may be increased by written approval of Director of Water and Sewer for limited periods of time if not in conflict with any pretreatment permits or other state or federal requirements.

B. Industrial user shall be defined as any non-governmental/ nonresidential user of the public sewage works which discharges more than the equivalent of 25,000 gallons per day (GPD) of sewage and which is identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended and supplemented under one of the following divisions:

Division A - Agriculture, Forestry, and Fishing
Division B - Mining
Division D - Manufacturing

Division E - Transportation, Communication, Electric, Gas, and Sanitary Service
Division I - Services

C. Any non-governmental user of the sewage works shall also be considered an industrial user if such user discharges to the Public Sewage system sewage which contains toxic pollutants, which, either singly or by interaction with other wastes, contaminates the sludge of any municipal systems; causes injuries; interfaces with any sewage treatment process; constitutes a hazard to humans or animals; creates a public nuisance; or creates any hazard in or adversely affects the waters receiving any discharge from the sewage works.

D. The costs of treatment of each pound of BOD, SS, TKN and grease removed by the sewage system shall be reviewed at the end of each fiscal year and appropriate surcharge rates applied to the sewage billing. These rates shall be in effect until the next annual rate review. These charges will be calculated by the Water and Sewer Director or the Director of Engineering, and said charges forwarded to the Water and Sewer Billing Office for appropriate billing. (Ord. 2817, sec. 1, 5-30-2003; Ord. 2546, sec. 4, 2-20-96)

Sec. 21-33. METHOD OF BILLING SURCHARGE

1. The industrial waste surcharge shall be based on the following formula, with the total applied to the monthly bill of affected users:

$$\frac{\{A(E-240) + B(F-300) + C(G-30) + D(H-150)\} \times 8.34}{1000} \times I \times J = \text{Surcharge payment (\$Mo)}$$

Where:

1. Surcharge Rate for BOD, in \$/Pound.
2. Surcharge Rate for SS, in \$/Pound.
3. Surcharge Rate for TKN, in \$/Pound.
4. Surcharge Rate for Grease, in \$/Pound.
5. Industrial User's BOD Concentration, in mg/l.
6. Industrial User's SS Concentration, in mg/l.
7. Industrial User's TKN Concentration, in mg/l.
8. Industrial User's Grease Concentration, in mg/l.
9. Industrial User's Flow to Sewage Works, in 1000 gallons/day.
10. Number of Days in Month

2. No reduction in sewage service charges, fees, or taxes shall be permitted because of the fact that certain industrial wastes discharged to the sewage works contain less than 240 mg/l of BOD, 300 mg/l of SS, 30 mg/l of TKN or less than 150 mg/l of grease. (Ord. 2546, sec. 5, 2-20-96)

Article IV. Flow of Municipal Solid Waste

Sec. 21-34. Definitions – Solid Waste.

Municipal Solid Waste shall mean any non- hazardous solid waste resulting from the operation of residential, commercial, governmental, industrial or institutional establishments, except oil field exploration and production waste and sewage sludge.

Person shall mean a person as defined in sec 17-17-3 of the Mississippi Code of 1972. (Ord. 2802, sec. 2, 11-7-02; Ord. 2794, sec. 2, 7-16-02)

Sec. 21-35. Solid Waste.

All municipal solid waste generated within the geographic boundaries of the City of Hattiesburg, Mississippi, that is placed in the waste stream shall be transported to, stored and managed at the Pine Belt Regional Solid Waste Management Authority's landfill in Perry County, Mississippi, or at a transfer station owned by the Pine Belt Regional Solid Waste Management Authority. (Ord. 2802, sec. 2, 11-7-02; Ord. 2794, sec. 2, 7-16-02)

Sec. 21-36. Penalties – Solid Waste.

It shall be unlawful for any person to violate any provision of this ordinance. Such violation shall be a misdemeanor and shall be punishable by a fine or not more than one thousand dollars (\$1,000.00), or imprisonment for a term not exceeding ninety (90) days or both such fine and imprisonment at the direction of the municipal judge. If a violation is continuing, each day's violation be deemed a separate offense. (Ord. 2802, sec. 2, 11-7-02; Ord. 2794, sec. 7-16-02)

Sec. 21-37 –39 Reserved.

Article V. Discharge Waste to City Facilities by Portable Haulers

Sec. 21-40. Discharge Waste to City Facilities by Portable Haulers

A. Discharge Limits and Conditions

Portable waste haulers shall not discharge waste to the City facilities without written permission from the Director of Water and Sewer. No discharge to any City facility or any facility that discharges to the City is permitted except at the City's designated area. All wastewater pumpers shall have a valid City of Hattiesburg Domestic Wastewater Discharge Permit renewed annually. All discharges are subject to random testing to determine the chemical and/or bacteriological content of the discharge. Only domestic wastewater discharge is allowed. The discharge of fats, oils, or grease (F.O.G.), industrial wastewater, unusually high strength wastewater, hazardous waste or commercial wastewater into any City facility, collection system or any other system that is treated by the City is prohibited. (Ord. 3094, 10/2/12)

B. Insurance

All portable waste haulers shall provide the City's Water and Sewer Department with current valid certification, licensing, or permit as issued by the Mississippi State Board of Health, Mississippi Department Environmental Quality, and/or other federal, state, or county agency authorizing the pumping or hauling of domestic wastewater. Each hauler shall be insured for at least \$1,000,000 of combined single limit vehicle liability insurance. The insurance coverage shall cover all work performed by the wastewater hauler while transporting and discharging wastewater and shall include, but not be limited, to liability arising out of disposal of any hazardous waste, spilled material on public property, and fines, penalties, assessments, and/or damages, or any other costs incurred or imposed by the City as a result of the hauler's activities. (Ord. 3094, 10/2/12)

C. Discharge Area

The designated portable haulers' discharge area shall be secured at all times. No discharge is allowed without designated City personnel present during discharge. A minimum of 30 minutes notice to the Water and Sewer Department Office is required prior to arrival at the discharge area. Portable waste discharge is allowed only from 9:00 a.m. to 2:00 p.m., Monday through Friday. Portable waste discharge is prohibited on Official Holidays of the City of Hattiesburg. (Ord 3094, 10/2/12)

D. Certification of Contents

All haulers shall provide as a minimum for each load prior to discharging the following:

- Name of Company performing service;
- Date and time service performed;
- Unique vehicle/tank identifying information performing service;
- Name of driver delivering waste;
- Address of person or site for services performed;(Ord. 3094, 10/2/12)
- Type facility pumped (Septic Tank, Pump Chamber, ATS, Lift Station, Holding Tank, Portable Toilet, Grease Trap, Grease Interceptor, Sand Separator, Oil Separator, etc.) at each site;
- Volume in gallons pumped at each site;

- Certification that each load is fully compliant with the City's Sewage Disposal Ordinance and contains no prohibited or hazardous materials as defined in 40 CFR 261 or other;
- Signature of driver

E. Right of Refusal

The City shall have the right to refuse to accept the discharge of any hauled waste if in the opinion of the observing City personnel the waste does not meet the conditions under which the permit was granted. Discharge may be refused if in opinion of the observing City personnel that the waste could cause operational or maintenance problems to City's facility, are detrimental to the health of City employees or cause violations to the City's NPDES Permit or other City, State or Federal laws and regulations.

F. Payment for Discharging

Wastewater haulers shall pay an annual licensing fee of \$100, and in addition, thereto, such wastewater hauler shall pay a dumping fee for each load discharged. The fee for wastewater dumping shall be \$30 for each load less than 1000 gallons, \$40 for each load of 1000 gallons and \$10 per additional 1,000 gallons. All haulers shall provide certification for each tank's volume capacity. Fees shall be based on the tank's available capacity regardless of how full the tank is at time of discharge. Each hauler shall provide the City with valid road privilege information for each truck. Each hauler shall provide the City with unique identification numbers permanently applied for each tank.

G. Penalties/Fines/Damages

Any unauthorized discharge at the City's treatment facilities, the City's collection system or any other system that is treated by the City shall be result in the hauler prohibited from all future discharging into the City's system. The violation shall also be a misdemeanor punishable by a \$1000 fine and/or up to 60 days in jail per violation. The violator shall also be liable for all costs associated with the unauthorized discharge. Any discharge of waste in excess of the limits as described in other sections of the City's Chapter 21 Sewage Disposal Ordinance shall be a misdemeanor punishable by a \$1000 fine per violation. The violator shall also be liable for all costs associated with the unauthorized discharge.

H. Liability

The wastewater hauler shall assume all liability for any injuries or damages caused and/or incurred while on the City's property and hold the City harmless for such.(Ord. 3094)

Sec. 21-41. Grease Control

Purpose

The purpose of this ordinance is to control discharges of fats, oils or grease (F.O.G.), waste food and sand into the public sewerage collection or treatment system. FOG, waste food and sand interfere with the operation of the sewerage system and cause blockages in the system lines, NPDES violations and penalties and environmental damages. The discharge of fats, oils or grease (F.O.G.) into any City facility is prohibited. This ordinance establishes regulations for the sizing, installation, maintenance and operation of FOG, waste food and sand interceptors.

Definitions

- Black Water** - Waste water from sanitary fixtures such as toilets and urinals.
- Gray Water** - All wastewater other than "Black Water" as defined in this section of the Ordinance.
- Grease** - A waste material composed primarily from fats and oil of animal and vegetable origins. The terms fats, oil and grease as used in the ordinance shall be deemed as Grease by definition. Grease does not include petroleum-based products.
- Bulk Service Kitchen** - A facility that prepares bulk quantities of food, such as hospitals, schools or caterers.

- E. **Common Grease Interceptor** - A device that receives grease waste from more than one facility having different operators or types of operators.
- F. **Food Courts** - Areas in which multiple food preparation establishments having different owners may be sharing seating space and/or plumbing facilities.
- G. **Food Service Facility (FSF)** - Any facility whose operations include cutting, cooking, baking, preparing or serving food or which disposes of food related waste.
- H. **Garbage Grinder** - A device that chops, shreds or grinds up solid or semisolid waste materials into smaller portions for discharge into the sanitary sewer collection system.
- I. **Grease Interceptor** - A large tank or device designed and constructed to separate, trap and hold grease substances from the sewage discharge from a facility and to prevent them from entering the sanitary sewer collection system. Grease interceptors shall be located outside of food service facilities.
- J. **Grease Trap** - A small Grease Interceptor located inside a facility and typically mounted under sink. A container designed and constructed to separate, trap and hold fats, oil and grease that is placed under or near sinks or other facilities to prevent the discharge of these waste substances into the sanitary sewer collection system.
- K. **Hauler** - An individual or company who transfers waste from the site of a customer/waste producer/waste generator to an approved disposal or treatment facility.
- L. **Single Service Restaurant** - A restaurant or food service facility that serves meals only on throwaway plates, dishes and utensils.
- M. **Standard Restaurant** - A restaurant or food service facility that serves meals on plates, dishes and utensils that are washed and reused.
- N. **Multi-family Dwelling** - A classification of housing where multiple separate housing units for inhabitants are contained within one building or several buildings within one complex (apartments, duplexes, townhouses, condominiums, dorms, etc.).(Ord. 3094, 10/2/12)

Sec. 21-42. General Criteria

- A. **Installation Requirements for New Facilities.** All proposed or newly remodeled food service facilities or multi-family dwellings shall be required to install an approved, properly operated and maintained grease interceptor. No indoor grease traps will be acceptable.
- B. **Phased Implementation for Existing Facilities.** All existing food service facilities or multi-family dwellings shall conduct their operations in such a manner that grease originating at the facility is captured on the user's premises and then disposed of properly.
 - 1. The City will inspect each facility periodically or as necessary to assure that each facility is complying with the City's Sewage Disposal Ordinance.
 - 2. The City will identify and target "grease problem areas" in the wastewater collection system through maintenance records and emergency call outs for grease related sewer problems. All food service facilities and multi-family dwellings upstream of the identified areas will be subject to inspection.
 - 3. Following inspections, notifications will be sent to the inspected facilities contributing to the grease problem. The facility shall then submit to the City a plan to the City outlining measures to be implemented by the facility to become compliant. A follow-up inspection will be conducted to verify compliance with the Ordinance.
- C. **Prohibited Discharges.** Black water from food service facilities shall not be discharged into the grease interceptor unless specifically approved, in writing by the City. Multi-family dwelling black water discharge into grease interceptors is acceptable.
- D. **Floor Drains.** Only floor drains which discharge or have the potential to discharge grease shall be connected to the grease interceptor.

Exhibit "B"

- E. **Garbage Grinders and Dishwashers.** It is recommended that solid food waste be disposed of through normal solid waste/garbage disposal procedures. The use of garbage grinders that discharge into the sanitary sewer is discouraged and shall be connected to the interceptors used.
- F. **Location.** A grease interceptor shall be installed and connected so that it is easily accessible for inspection, cleaning and removal of the intercepted grease at any time. Grease interceptors shall be installed outside of the building it serves. Location of grease interceptors shall be approved by the City. The preferred location is on the outside of an outside wall and upstream from the black water drain line.(Ord.3094)

Sec. 21-43. Design Criteria

- A. **Construction of Grease Interceptor.** Grease interceptors shall be constructed in accordance with City standards. A minimum of two compartments with a separation baffle and inlet and outlet fittings designed for grease retention are components. All interceptors are subject to written approval of the City.
- B. **Access.** All interceptors shall be constructed in a location outside the building they serve in such a manner that they are accessible for maintenance and inspection at all times. Two manholes shall be provided on each interceptor for access. The access shall be a minimum of one inch above the surrounding grade and shall consist of a cast iron frame and cover.
- C. **Load Bearing Capacity.** If the interceptor is located in an area subject to traffic or other loads, it shall be designed to have adequate load bearing capacity.
- D. **Inlet and Outlet Piping.** One inlet and outlet tee shall be provided for each grease interceptor. Wastewater shall enter the grease interceptor only through the inlet tee.
- E. **Grease Interceptor Sizing.** The required minimum size of an interceptor shall be determined by the City with no interceptor being less than 500 gallons. If the calculated required capacity is in excess of 1500 gallons, multiple units may be used in series.
- F. **Upgrades or Changes.** Changes or upgrades proposed to be made to any existing or new facility that affects grease discharge shall be reported to the City.(Ord. 3094, 10/2/12)

Sec. 21-44. Grease Interceptor Maintenance.

- A. **Cleaning and Pumping.** The user shall bear all expenses to maintain the grease interceptor. Grease interceptor maintenance shall include the removal of all contents including floating matter, wastewater and sludge. No waste shall be disposed of back into the interceptor it was removed from or any other interceptor. The interceptor shall be pumped out completely at each cleaning. A depth of solids measurement equal to or greater than one fourth of the interceptor's depth shall be considered to be in non-compliance.
- B. **Cleaning and Pumping Frequency.** The minimum frequency for pumping out of grease interceptors shall be monthly. Request to extend the cleaning schedule must be supported by maintenance records.
- C. **Disposal of Interceptor Waste.** Waste removed from interceptors shall be disposed of at a facility licensed to receive and process such waste. No waste removed from an interceptor shall be returned to any portion of the sanitary collection system.
- D. **Additives.** Any additive such as enzymes and bacteria introduced into the grease interceptor or buildings discharge line for the purpose of treating grease and/or sludge shall be reported on the user's maintenance record. The use of additives does not relieve the user from performing the maintenance requirements set forth herein.
- E. **Records.** A written record shall be maintained by each facility required to have a grease interceptor which confirms and tracks the pumping, hauling and disposal of waste collected from each interceptor. The user is required to utilize licensed disposal service providers. The user shall keep a copy of the service manifest from the hauler. The Log shall contain the date, time, disposal service provider, volume pumped, signature of user authorizing pumping, signature of service provider and disposal site. The Log shall be maintained for the previous two-year period. The Log shall be readily available for inspection by the City.(Ord. 3094, 10/2/12)

Sec. 21-45. Enforcement.

The enforcement of this Ordinance shall be by the administrative authority of the City of

Exhibit "B"

Hattiesburg. Any user found to be in violation of the requirements of this Ordinance is subject to corrective action by the City which may include but not be limited to the following:

- A. **Notice of Violation.** Any user found to be in violation shall be issued a written notice detailing the infraction. The user shall submit a plan for the satisfactory correction of the deficiency within 14 days of the date of the notice.
- B. **Suspension of Service.** Water and wastewater services may be suspended to a user when deemed necessary by the City to prevent an actual or imminent discharge which:
 - 1. may present in the opinion of the City an endangerment to the public or environment;
 - 2. causes sanitary sewer overflows as a result of stoppages or requires excessive maintenance to be performed on the sanitary sewer system to prevent stoppages;
 - 3. causes a violation to any condition of the City's NPDES permits.

Any user notified of a suspension of water and sewer service shall immediately cease or eliminate discharge. If the user fails to voluntarily comply, the City may immediately terminate water and sewer service. Water and sewer services may be reinstated to the user when all conditions causing the suspension have been eliminated corrected and the reconnection fee has been paid. The user shall submit a statement to the City detailing the cause of the incident and state the action taken to prevent future occurrences. The statement shall be submitted within 14 days of the violation.

- C. **Administrative Penalty.** Any user determined to have violated any provision of this Ordinance may be assessed an administrative penalty not to exceed \$1000 per violation per day. Assessments may be added to the user's water and sewer account.
- D. **Request for Hearing and Appeal.** Any user subjected to a penalty, order or directive of the City of Hattiesburg issued under the provisions of this program is entitled to a hearing before the City Council. Such appeal or hearing shall be requested in writing within ten days of the issuance of the penalty, order or directive. The requested hearing shall be held in a timely manner and the affected user shall have the opportunity to be heard. The City shall issue a written response to the user requesting the hearing.(Ord. 3094, 10/2/12)

Sec. 21-46 – 21-49. Reserved.

The foregoing ordinance having been reduced to writing was introduced by Council member Carroll, seconded by Council member Naylor and was adopted by the following vote, to wit:

Yeas: Bradley
Carroll
Dryden
Naylor

Nays: None

Absent: Delgado

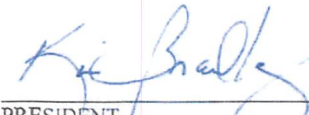
The president hereby declared the motion carried and the Ordinance adopted and approved on this the 14th day of September A.D., 2015.

(SEAL)

ATTEST:

ADOPTED:

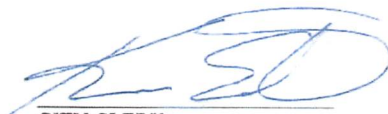

CLERK OF COUNCIL


PRESIDENT

The above and foregoing Ordinance having been submitted to and approved by the Mayor this the 14th day of September, A.D., 2015.

ATTEST:

APPROVED:


CITY CLERK

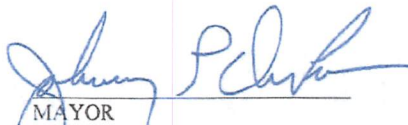

MAYOR

Exhibit "B"

ORDINANCE NO. 3206
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING CHAPTER 21-2(D) AND SECTION 21-31 OF
THE CODE OF ORDINANCES FOR THE CITY OF HATTIESBURG, BEING
ORDINANCE NUMBER 3167, AS AMENDED BY ORDINANCE NUMBER
3197, SO AS TO ESTABLISH RATES AND CHARGES FOR SANITARY
SEWER SERVICE

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI:

SECTION 1. That Section 21-2 (D) and Section 21-31 of the Code of
Ordinances for the City of Hattiesburg, Mississippi, being Ordinance Number 3167 adopted
September 14, 2015, as amended by Ordinance Number 3197 adopted April 28, 2016, be and the
same is hereby amended to read as follows, to-wit:

"Section 21-2 (D):

D. Monthly rate for service.

The following schedule of rates is hereby ascertained, found and declared to
be reasonable and the same are established as the rates to be charged for sanitary
sewer service per month:

1. Effective September 1, 2016, all residential water users including motels,
apartments and house trailers, shall be charged for sanitary sewer service at a monthly
rate of one hundred percent (100%) of their monthly water charge, with the minimum
sanitary sewer charge to be sixteen dollars and no cents (\$16.00) per month.

Effective September 1, 2017, all residential water users including motels,
apartments and house trailers, shall be charged for sanitary sewer service at a monthly
rate of one hundred percent (100%) of their monthly water charge, with the minimum
sanitary sewer charge to be sixteen dollars and eighty cents (\$16.80) per month.

Effective September 1, 2018, all residential water users including motels,
apartments and house trailers, shall be charged for sanitary sewer service at a monthly
rate of one hundred percent (100%) of their monthly water charge, with the minimum
sanitary sewer charge to be seventeen dollars and sixty-four cents (\$17.64) per month.

Effective September 1, 2019, all residential water users including motels,
apartment and house trailers, shall be charged for sanitary sewer service at a monthly rate
of one hundred percent (100%) of their monthly water charge, with the minimum sanitary
sewer charge to be eighteen dollars and fifty-two cents (\$18.52) per month.

2. Effective September 1, 2016, all nonresidential water users including
motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly
rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary
sewer charge to be sixteen dollars and no cents (\$16.00) per month.

Effective September 1, 2017, all nonresidential water users including motels,
apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one
hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge
to be sixteen dollars and eighty cents (\$16.80) per month.

Exhibit "B"

Effective September 1, 2018, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be seventeen dollars and sixty-four cents (\$17.64) per month.

Effective September 1, 2019, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be eighteen dollars and fifty-two cents (\$18.52) per month.

Section 21-31:

The following sewer rate schedule shall apply to each user of the sewage system. Effective September 1, 2016, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment \$1.69/1000 gal	\$3.13/1000 gal	\$4.82/1000 gal
Second Increment \$1.40/1000 gal	\$2.60/1000 gal	\$4.00/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 35% and 65%, respectively, based upon actual revenues collected.

Effective September 1, 2017, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment \$1.77/1000 gal	\$3.29/1000 gal	\$5.06/1000 gal
Second Increment \$1.47/1000 gal	\$2.73/1000 gal	\$4.20/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 35% and 65%, respectively, based upon actual revenues collected.

Effective September 1, 2018, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment \$1.86/1000 gal	\$3.45/1000 gal	\$5.31/1000 gal
Second Increment \$1.54/1000 gal	\$2.87/1000 gal	\$4.41/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 35% and 65%, respectively, based upon actual revenues collected.

Exhibit "B"

Effective September 1, 2019, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment \$1.95/1000 gal	\$3.63/1000 gal	\$5.58/1000 gal
Second Increment \$1.62/1000 gal	\$3.01/1000 gal	\$4.63/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 35% and 65%, respectively, based upon actual revenues collected.

SECTION 2. That except as hereby expressly changed and amended, Ordinance Number 3167 adopted September 14, 2015, as amended by Ordinance Number 3197 adopted April 28, 2016, shall be and does remain in full force and effect as adopted.

SECTION 3. This Ordinance shall take effect and be in force immediately, from and after September 6, 2016, to allow citizens to benefit from the adjusted rate as quickly as possible.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado, seconded by Council member Naylor and was adopted by the following vote, to-wit:

YEAS:
Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Ordinance adopted, this the 6th day of September, A.D., 2016.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 6th day of September, A.D., 2016.

ATTEST:


CITY CLERK

APPROVED:

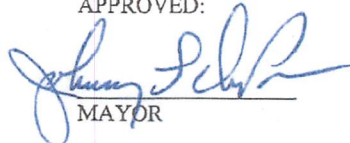

MAYOR

Exhibit "B"

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 14th day of September, 2021, the following Ordinance:

ORDINANCE NO. 3296

AN ORDINANCE AMENDING CHAPTER 21-2(D) AND SECTION 21-31 OF THE CODE OF ORDINANCES FOR THE CITY OF HATTIESBURG, BEING ORDINANCE NUMBER 3167, AS AMENDED BY ORDINANCE NUMBER 3206, SO AS TO ESTABLISH RATES AND CHARGES FOR SANITARY SEWER SERVICE

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

SECTION 1. That Section 21-2 (D) and Section 21-31 of the Code of Ordinances for the City of Hattiesburg, Mississippi, being Ordinance Number 3167 adopted September 14, 2015, as amended by Ordinance Number 3197 adopted April 28, 2016, and as amended by Ordinance Number 3206 adopted September 6, 2016, be and the same is hereby amended to read as follows, to-wit:

"Section 21-2 (D):

D. Monthly rate for service.

The following schedule of rates is hereby ascertained, found and declared to be reasonable and the same are established as the rates to be charged for sanitary sewer service per month:

1. Effective November 1, 2021, all residential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty dollars and no cents (\$20.00) per month.

Effective September 1, 2022, all residential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty-one dollars and sixty cents (\$21.60) per month.

Effective September 1, 2023, all residential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty-three dollars and thirty-three cents (\$23.33) per month.

2. Effective November 1, 2021, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty dollars and no cents (\$20.00) per month.

Effective September 1, 2022, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty-one dollars and sixty cents (\$21.60) per month.

Effective September 1, 2023, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty-three dollars and thirty-three cents (\$23.33) per month.

Exhibit "B"

Section 21-31:

The following sewer rate schedule shall apply to each user of the sewage system.

Effective November 1, 2021, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

<u>Debt Service</u>	<u>Total O&M</u>	<u>Total</u>
Initial Increment \$1.93/1000 gal	\$4.10/1000 gal	\$6.03/1000 gal
Second Increment \$1.60/1000 gal	\$3.40/1000 gal	\$5.00/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 32% and 68%, respectively, based upon actual revenues collected.

Effective September 1, 2022, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

<u>Debt Service</u>	<u>Total O&M</u>	<u>Total</u>
Initial Increment \$1.95/1000 gal	\$4.56/1000 gal	\$6.51/1000 gal
Second Increment \$1.73/1000 gal	\$3.67/1000 gal	\$5.40/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 32% and 68%, respectively, based upon actual revenues collected.

Effective September 1, 2023, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

<u>Debt Service</u>	<u>Total O&M</u>	<u>Total</u>
Initial Increment \$2.25/1000 gal	\$4.78/1000 gal	\$7.03/1000 gal
Second Increment \$1.87/1000 gal	\$3.96/1000 gal	\$5.83/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 32% and 68%, respectively, based upon actual revenues collected.

SECTION 2. That except as hereby expressly changed and amended, Ordinance Number 3167 adopted September 14, 2015, as amended by Ordinance Number 3197 adopted April 28, 2016, as amended by Ordinance Number 3206 adopted September 6, 2016, shall be and does remain in full force and effect as adopted.

SECTION 3. This Ordinance shall take effect and be in force, from and after November 1, 2021.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council Member Ware, seconded by Council Vice President George and was adopted by the following vote to-wit:

YEAS:
George
Delgado (via teleconference)
Carroll
Ware
Brown

NAYS:
None

ABSENT:
None

The President thereby declared the motion carried and the Ordinance adopted this the 14th day of September, 2021.

(S E A L)

ATTEST:


CLERK OF COUNCIL

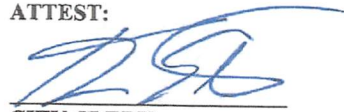


ADOPTED:

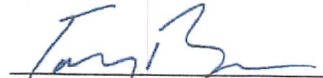

COUNCIL PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 14th day of September, 2021.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

P.O. Box 650
Jackson, Mississippi 39205
Telephone: (601) 965.1900
Facsimile: (601) 965.1901



BETTY RUTH FOX
DIRECT DIAL: (601) 965-1881
E-MAIL ADDRESS:
bfox@watkinseager.com

June 16, 2025

Via Fedex

MaryBeth Bergin
Director of Transportation and Engineering
City of Hattiesburg
212 West Front Street
Hattiesburg, Mississippi 39401

Re: Moore & Moore Properties, Inc.

Dear Ms. Bergin:

Enclosed please find the following original documents relating to Moore & Moore Properties, Inc. to be signed by Mayor Barker once they have been approved by the City Council.

- Agreement for Sewer Treatment between the City of Hattiesburg and Moore & Moore Properties, Inc. with Exhibits A and B attached to be signed by Mayor Barker and the City Clerk on page 15.
- Assignment of Sewer Easement from Moore & Moore Properties, Inc. to the City of Hattiesburg with Exhibit A attached to be signed by Mayor Barker and the City Clerk on page 3. Please note the acknowledgement form is attached.
- Encroachment Agreement from Cooperative Energy to the City of Hattiesburg with Exhibit A attached to be signed by Mayor Barker and the City Clerk on page 5. Please note the acknowledgement form is attached.

Also included is the original letter of credit in the amount of \$30,667.30 from Magnolia State Bank for Moore & Moore Properties, Inc. related to the Agreement for Sewer Treatment referenced above.

Please return the original Assignment of Sewer Easement and Encroachment Agreement to me once executed so that they can be filed of record in Lamar County.

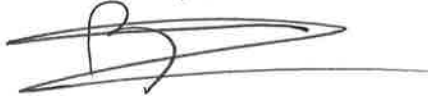
Marybeth Bergin

June 16, 2025

Page 2

Please let me know if you have any questions.

Sincerely yours,

A handwritten signature in black ink, consisting of a stylized 'B' followed by a horizontal line that tapers to a point on the right.

Betty Ruth Fox

BRF:sd

Enclosures

PREPARED BY AND RETURN TO:

Betty Ruth Fox
MSB No. 8360
Watkins & Eager PLLC
400 East Capitol Street
Jackson, MS 39201
Post Office Box 650
Jackson, MS 39205
(601) 965-1900

ASSIGNOR:

Moore & Moore Properties, Inc.
10 Commercial Warehouse Drive
Hattiesburg, MS 39402
(601) 543-5118

ASSIGNEE:

City of Hattiesburg, MS
200 Forrest Street
Hattiesburg, MS 39401
(601) 545-4530

Indexing Instructions: NW ¼ of the NW ¼ and the NE ¼ of the NW ¼ of Section 11,
Township 4 North, Range 14 West, Lamar County,
Mississippi,

ASSIGNMENT OF SEWER EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten and No/100 (\$10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned Moore & Moore Properties, Inc., a Mississippi corporation ("Assignor") does hereby grant, convey, sell, assign, transfer, and set over to the City of Hattiesburg, a municipal corporation ("Assignee") all right, title and interest in and to that certain sewer easement conveyed to Moore & Moore Properties, Inc. by Turtle Creek Development, LLC, which conveyance is attached hereto as Exhibit "A" and made a part hereof by reference.

Assignee hereby accepts this assignment subject to all the terms, covenants and conditions of said easement assigned hereunder and assumes and agrees to perform all the obligations of Grantee thereunder to the extent permitted by Mississippi law.

[Signature page to follow]

This the 12th day of May, 2025.

ASSIGNEE:

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

City Clerk

By: _____
Mayor Toby Barker

ASSIGNOR

ATTEST:

MOORE & MOORE PROPERTIES, INC.


Witness:

By: 
President: Samuel Chris Moore

STATE OF MISSISSIPPI

COUNTY OF Yaman

Personally appeared before me, the undersigned authority in and for the county and state, on this the 12th day of may, 2025, within my jurisdiction, the within named Samuel Christopher Moore, President with Moore & Moore Properties, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed the foregoing instrument, after first having been duly authorized so to do.


Notary Public

My Commission Expires:



STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, on this the _____ day of _____, 2025, within my jurisdiction, the within named Toby Barker, who acknowledged he is Mayor of the City of Hattiesburg, MS, and that in said representative capacity, he executed the foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

Prepared by and Return To:
Cooperative Energy
Attention: Randy M. Watkins, Land Manager
P.O. Box 15849
Hattiesburg, MS 39404-5849
601-268-2083
Keith Ball (MS No. 102378)

INDEXING INSTRUCTIONS: NW ¼ of NW ¼ and NE ¼ of NW ¼ of Section 11, Township 4 North, Range 14 West, Lamar County, Mississippi

STATE OF MISSISSPPI
COUNTY OF LAMAR

ENCROACHMENT AGREEMENT

GRANTOR:

COOPERATIVE ENERGY
A Mississippi Electric Cooperative
P.O. Box 15849
Hattiesburg, MS 39404-5849
Telephone: (601) 268-2083

GRANTEE:

CITY OF HATTIESBURG, MISSISSIPPI
200 Forrest Street
Hattiesburg, MS 39401
Telephone: (601) 545-4530

ENCROACHMENT AGREEMENT

In consideration of Ten and No/100 Dollars (\$10.00) cash in hand paid and other good and valuable consideration, COOPERATIVE ENERGY whose address is Post Office Box 15849, Hattiesburg, Mississippi 39404-5849, and the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation, hereinafter referred to as "City", whose address is 200 Forrest Street, Hattiesburg, MS 39401, enter into this Encroachment Agreement ("Agreement").

COOPERATIVE ENERGY consents, subject to the terms and conditions of this Agreement, to the CITY, encroaching upon an area within its rights of way and easements ("Right of Way"), located in Lamar County, State of Mississippi, and more particularly described as follows:

Exhibit "A" attached hereto and made a part hereof for all purposes.

The use or occupation of the area by the CITY within COOPERATIVE ENERGY's Right of Way shall be limited to the construction, maintenance, and operation of an Underground Sanitary Sewer Pipeline that crosses Cooperative Energy's Right of Way at the locations shown on the Alignment Sheets. The pipeline is buried at a sufficient depth to allow heavy equipment to cross the pipeline without matting or other additional protection. The CITY will be responsible for ensuring sufficient depth of any maintenance work or repairs on the pipeline and neither COOPERATIVE ENERGY nor any of its agents, officers, employees, contractors, successors, or assigns will be responsible for any damages resulting from crossing the pipeline in the future at any time or in any manner. There shall be no excavation or dirt piled within twenty-five (25) feet of any existing COOPERATIVE ENERGY Structure (Pole), guy or other facilities of COOPERATIVE ENERGY. There shall be no change in the elevation of the Right of Way and the Right of Way shall not be used for workspace. Access by COOPERATIVE ENERGY to its Right of Way shall be unrestricted and shall not be blocked nor impeded in any manner. It is specifically understood that no buildings, structures or obstructions of any type will be permitted within or on Cooperative Energy's Right of Way. This Agreement is subject to the following terms and conditions:

1. COOPERATIVE ENERGY does not warrant or guarantee that any license or rights granted under this Agreement will provide the CITY with all of the rights necessary for the CITY to cross or occupy any portions of Cooperative Energy's Right of Way. The CITY will obtain written easements from fee or other interest owners, by court proceeding or other means, prior to performing any operation and/or maintenance on any of its pipeline across Cooperative Energy's Right of Way. The CITY shall not obtain, exercise or claim any interest in Cooperative Energy's Right of Way that would impair Cooperative Energy's existing rights in its Right of Way.

2. The CITY agrees to use said area within Cooperative Energy's Right of Way in such manner as will not interfere with Cooperative Energy's present or future facilities installed

thereon or its ownership, operation and maintenance thereof. If it becomes necessary to raise the height of or to relocate any of Cooperative Energy's facilities, as a result of any pipeline activities, the CITY will pay costs incurred by COOPERATIVE ENERGY to do so. The use of said area within Cooperative Energy's Right of Way by the CITY involves certain risks of loss or damage as a result of Cooperative Energy's operations.

3. The CITY shall conduct its operation and maintenance of its pipeline and related activities in a prudent, reasonable and workmanlike manner. After any construction, the CITY at its expense, shall restore the Right of Way in as good condition as it was in prior to construction and in compliance with Cooperative Energy's requirements. Thereafter, no part of the Right of Way shall be altered or excavated by the CITY, except upon prior written notice given (via electronic mail, text, or facsimile) to COOPERATIVE ENERGY by the CITY at least seventy-two hours before it becomes necessary for the CITY to conduct a maintenance operation on a portion of its pipelines installed on Cooperative Energy's Right of Way, in which case the terms of this Encroachment Agreement, including but not limited to obligations of the CITY regarding restoring the Right of Way, shall apply to such work. Provided, however, in the event of an emergency, the City shall be required to provide notice to Cooperative Energy simultaneously with commencement of any maintenance operations on its pipelines installed on Cooperative Energy's Right of Way.

4. The CITY, its officers, employees, agents, representatives and contractors shall comply with any and all applicable law, ordinances, rules or regulations of the Federal, State and local governments, or any agency or instrumentality thereof.

5. The CITY agrees that the use of Cooperative Energy's Right of Way as herein provided shall in no way affect the validity of Cooperative Energy's Right of Way and shall in no way modify or restrict the use or rights of COOPERATIVE ENERGY, its successors or assigns in and to the area to be used by the CITY. The CITY acknowledges Cooperative Energy's right and title to said Right of Way and the priority of Cooperative Energy's right of use and hereby agrees not to resist or assail said priority.

6. The CITY agrees and covenants not to use and will prohibit agents, employees and contractors of the CITY from using on Cooperative Energy's Right of Way any tools, equipment or machinery within ten feet of Cooperative Energy's overhead lines, conductors and facilities and will warn further all persons whom the CITY knows or should reasonably anticipate for any reason may be in the vicinity of said lines, conductors and facilities of the fact that such electric conductors are energized and dangerous.

7. The CITY will pay for all expenses of the City including, but not limited to, attorney's fees for the CITY exercising any rights under this Agreement.

8. The CITY is not authorized to assign, convey or sell its rights under this Agreement unless it notifies COOPERATIVE ENERGY in writing and COOPERATIVE ENERGY in its sole discretion consents to same which such consent shall not be unreasonably withheld. If consent is given, this Agreement shall be binding on any successor, assign or grantee of the CITY.

9. Interrupted service, even for extended periods, in and of itself will not result in abandonment of COOPERATIVE ENERGY's Right of Way or the CITY's right to use said Right of Way.

10. All terms and conditions of this Agreement shall inure to the benefit of COOPERATIVE ENERGY and the CITY and shall be binding upon their respective successors and assigns.

11. In the event the CITY fails to hold a valid easement or other legal authority from fee or other interest owners or the CITY breaches any terms and conditions and use restrictions of this Encroachment Agreement, after thirty (30) days written notice by COOPERATIVE ENERGY of default and right to cure, COOPERATIVE ENERGY shall have the right, at its sole discretions, to terminate this Encroachment Agreement and the CITY shall remain liable for damages, if any, and/or to take any other legal action available to COOPERATIVE ENERGY.

12. Notice by electronic mail:

City of Hattiesburg
ATTN: City of Hattiesburg Director of Water and Sewer
Email address: ahowe@hattiesburgms.com

Notice by text:

Emergency Contact: Alan Howe, City of Hattiesburg Director of Water and Sewer
Emergency Number: (601) 408-0586
Email address: ahowe@hattiesburgms.com

Notice by facsimile:

Emergency Contact: Alan Howe, City's Director of Water and Sewer
Facsimile Number: (601) 545-4688

Notice to Cooperative Energy by electronic mail:

Cooperative Energy
ATTN: Donald E. Hinton
Email address: dhinton@cooperativeenergy.com

Notice by phone:

Emergency Contact: System Operator
Emergency Number: 1-800-765-4197 ext. 2313 or 2318
Email address: operations@cooperativeenergy.com

Notice by facsimile:

Emergency Contact: Donald E. Hinton
Facsimile Number: (601) 705-6675

Executed, agreed and accepted this, the _____ day of _____, 20____.

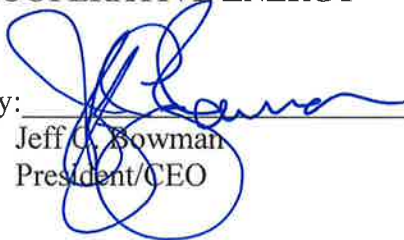
CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor Toby Barker

ATTEST

Kermas Eaton
City Clerk

COOPERATIVE ENERGY

By:  _____
Jeff C. Bowman
President/CEO

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 20____, within my jurisdiction, the within named **Toby Barker**, who acknowledged that he is **Mayor of the CITY OF HATTIESBURG, MISSISSIPPI**, a municipal corporation, and that in said representative capacity, he executed the above and foregoing instrument, after first having been duly authorized by said municipal corporation so to do.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15 day of May, 2025, within my jurisdiction, the within named **Jeff C. Bowman**, who acknowledged that he is **President/CEO of Cooperative Energy**, a Mississippi cooperative, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said cooperative so to do.

Donna Stallworth
Notary Public

My Commission Expires:

07/04/2026



EXHIBIT "A"

EASEMENT AREA

AN EASEMENT BEING LOCATED IN THE NW 1/4 OF THE NW 1/4 AND THE NE 1/4 OF THE NW 1/4 OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS ARE BASED ON GRID NORTH)

COMMENCING AT A METAL PIPE AT THE NW CORNER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI; THENCE RUN S89°30'23"E ALONG THE SECTION LINE FOR 674.00" TO A CAPPED IRON PIN FOR THE POINT OF BEGINNING; THENCE RUN S89°30'23"E ALONG THE SECTION LINE FOR 10.00' TO A CAPPED IRON PIN; THENCE RUN S0°23'59"W FOR 30.00' TO A CAPPED IRON PIN; THENCE RUN S89°24'30"E FOR 595.39' TO A CAPPED IRON PIN; THENCE RUN N63°11'46"E FOR 24.43' TO A CAPPED IRON PIN; THENCE RUN S89°48'57"E FOR 34.55' TO A CAPPED IRON PIN; THENCE RUN S63°11'46"E FOR 24.47' TO A CAPPED IRON PIN; THENCE RUN S89°27'57"E FOR 432.95' TO A CAPPED IRON PIN; THENCE RUN N27°35'33"E FOR 33.67' TO A CAPPED IRON PIN; THENCE RUN S89°24'38"E FOR 11.22' TO A CAPPED IRON PIN; THENCE RUN S27°35'33"W FOR 44.89' TO A CAPPED IRON PIN; THENCE RUN N89°27'57"W FOR 441.40' TO A CAPPED IRON PIN; THENCE RUN N63°11'46"W FOR 24.44'; THENCE RUN N89°48'57"W FOR 29.78' TO A CAPPED IRON PIN; THENCE RUN S63°11'46"W FOR 24.47' TO A CAPPED IRON PIN; THENCE RUN N89°24'30"W FOR 607.80' TO A CAPPED IRON PIN; THENCE RUN N0°23'59"E FOR 39.99' BACK TO THE POINT OF BEGINNING; SAID EASEMENT CONTAINS 0.27 ACRE MORE OR LESS (11,941 SQ. FT.±).



DEED

Bk:30T Pg:218-225

RGD: 05/17/2023 @12:05:00:PM

LAMAR COUNTY, MS

JAMES AULTMAN CHANCERY CLERK

Prepared by and Return to:

Joseph M. Gianola, Jr. (MSB#101972)
Stribling Law Firm, PLLC
63 98 Place Boulevard
Hattiesburg, MS 39402
(601) 265-9454

INDEXING INSTRUCTIONS:

NW 1/4 OF THE NW 1/4 AND THE NE 1/4 OF
THE NW 1/4 OF SECTION 11, TOWNSHIP 4
NORTH, RANGE 14 WEST, LAMAR
COUNTY, MISSISSIPPI

**STATE OF MISSISSIPPI
COUNTY OF LAMAR**

SEWER EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which is hereby irrevocably acknowledged and confessed, the Grantor ("Grantor"),

TURTLE CREEK DEVELOPMENT, LLC,
a Mississippi limited liability company,
112 Sheffield Loop, Ste D
Hattiesburg, Mississippi 39402
(601) 264-0403

does hereby grant unto the Grantee ("Grantee"),

MOORE & MOORE PROPERTIES, INC.
A Mississippi Corporation
10 Commercial Warehouse Drive
Hattiesburg, MS 39402
(601) 543-5118

subject to the express conditions, limitations, reservations and other provisions of this Sewer Easement ("Easement"), a non-exclusive, perpetual easement under, through, over and across the

property situated in Lamar County, Mississippi, being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes ("Easement Area") for the purposes of constructing, laying, installing, inspecting, monitoring, maintaining, repairing, replacing, removing, and operating one (1) underground sanitary sewer pipeline and all necessary and required underground appurtenances thereto (collectively, the "Pipeline and Appurtenances"); and said Easement Area is also described and depicted on the Sewer Easement Survey attached hereto as Exhibit "B" and made a part hereof for all purposes.

Grantor expressly reserves unto itself and shall at all times have the right to use the Easement Area from time to time for any of the following uses and purposes: (i) developing, constructing, laying, installing, inspecting, using, occupying, monitoring, maintaining, repairing, replacing, removing, and operating roadways, driveways, sidewalks, vehicular parking areas and other paved areas and any improvements related to any of the foregoing, including, without limitation, electrical and/or drainage wires, pipes, lines, culverts, drains, inlets, boxes and other facilities, and Grantor expressly reserves and shall have the right from time to time to pave over the Easement Area or any portions thereof with asphalt, concrete or any other paving materials selected by Grantor, and to maintain, repair, replace and remove any such paving from time to time; and (ii) for any other lawful uses or purposes which do not materially interfere with or impair the easement hereby granted. The exercise by Grantee of the easement and other rights granted hereunder shall not interfere with the development, use, occupancy, operation or enjoyment of the Easement Area from time to time by Grantor or by any of its permittees, invitees and/or licensees.

This Easement and the easement and other rights granted hereunder are subject and subordinate to all existing encumbrances and other matters presently affecting the Easement Area or any portion thereof, whether or not recorded in the public records of Lamar County, Mississippi, including but specifically without limitation the Existing ROW described below. Specifically, without limitation of the foregoing, it is understood that the Easement Area is subject to an existing right of way and/or easement agreement ("Existing ROW") granting a right of way and/or easement 125' in width related to electric power ("Existing ROW Area"). Grantor believes such Existing ROW is currently held by Cooperative Energy, a Mississippi electric cooperative, formerly known as South Mississippi Electric Power Association ("Cooperative Energy"). Grantor and Grantee agree that before construction, laying or installing the Pipeline and Appurtenances within the Easement Area, Grantee shall first obtain a written agreement from Cooperative Energy or other current holder of the Existing ROW consenting and agreeing to this Sewer Easement and to the construction, laying, installation and encroachment of the Pipeline and Appurtenances within the Existing ROW Area.

Grantee covenants and agrees not to bring upon, or use the Easement Area for the release, discharge or disposal of, any Hazardous Materials, as defined below. Grantee agrees to indemnify Grantor and hold Grantor harmless from and against any loss, liability, damage, cost, expense or penalty of any nature whatsoever, including without limitation, reasonable attorney's fees on appeal or otherwise, and including all costs relating to environmental testing and/or remediation, incurred by Grantor as a result of any breach of the preceding agreement by Grantee. As used herein, "Hazardous Materials" shall include, without limitation, any hazardous, toxic or harmful substances, wastes, materials, pollutants or contaminants (including, without limitation, asbestos, polychlorinated biphenyls, petroleum products, flammable explosives, radioactive materials, infectious substances or raw materials which include hazardous constituents) or any other substances or materials included under or regulated by any local, state or federal law, ordinance, rule or

regulation pertaining to environmental regulation, contamination or clean-up, and any regulations promulgated pursuant to said laws, all as now existing or hereafter enacted or amended.

Grantee covenants and agrees that it will construct, lay and install all of the Pipeline and Appurtenances within the Easement Area at a depth of at least three feet (3') so that the same will not interfere with any use Grantor desires to make of the Easement Area. Grantee covenants and agrees that it will maintain the Easement Area in a safe, clean and good state of repair and condition at all times. Grantee shall perform any work within the Easement Area in compliance with all applicable laws, ordinances, rules and regulations. Except in the case of a maintenance emergency where such work may be initiated after reasonable notice, Grantee shall provide Grantor with at least fifteen (15) days prior notice before commencement of any work within the Easement Area. Grantee agrees to repair any damage caused to the surface of the Easement Area in exercise of the easement and other rights granted hereunder, including, but not limited to, the repair of any damage caused to any paving or any electrical and/or drainage facilities hereafter installed by Grantor in, on, over and/or across the Easement Area or any part thereof, to the extent necessary to restore such surface, paving and/or electrical and/or drainage facilities to their original condition and state of repair. Grantee agrees to defend, protect, indemnify and hold harmless Grantor from and against all claims and demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the exercise of the easement and other rights granted by this Sewer Easement, the performance of any obligations of Grantee under this Sewer Easement and/or any default by the Grantee under this Sewer Easement.

Any notice, request, consent, approval, waiver, or other communication under this Sewer Easement shall not be deemed to be effective unless it is in writing and is mailed by registered or certified mail, postage prepaid, addressed, or delivered by recognized overnight courier, at the address for the respective party set forth above. Either party may change their address for notice purposes by providing their new address pursuant to the notice requirements provided herein.

In the event that any party brings suit for the breach of any covenant, condition or agreement contained herein, or to otherwise enforce the terms and provisions of this Sewer Easement, in addition to any remedies provided for herein or to which the parties may otherwise be entitled, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses in connection therewith.

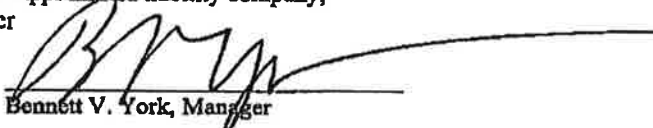
All provisions of this Sewer Easement, including the benefits and burdens set forth herein, shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto

[Signatures on following page]

WITNESS THE SIGNATURE of the undersigned on behalf of the Grantor or the Grantee on the date of each of their respective acknowledgments.

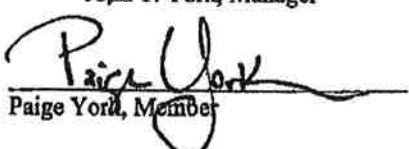
GRANTOR:
TURTLE CREEK DEVELOPMENT, LLC
a Mississippi limited liability company

By: **BVY Holdings, LLC,**
a Mississippi limited liability company,
Member

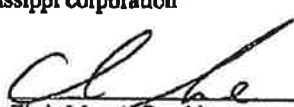
By: 
Bennett V. York, Manager

By: **J Y Holdings, LLC,**
a Mississippi limited liability company,
Member

By: 
John T. York, Manager

By: 
Paige York, Member

GRANTEE:
MOORE & MOORE PROPERTIES, INC.,
a Mississippi corporation

By: 
Chris Moore, President

[Acknowledgments on following pages]

**STATE OF FLORIDA
COUNTY OF WALTON**

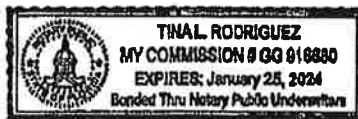
Personally appeared before me, the undersigned authority in and for the said county and state, on this 4TH day of May, 2023, within my jurisdiction, the within named **BENNETT V. YORK**, who acknowledged to me that he is Manager of BVY Holdings, LLC, a Mississippi limited liability company ("BVY Holdings") and Member of Turtle Creek Development, LLC, a Mississippi member-managed limited liability company ("Turtle Creek"), and that for and on behalf of said BVY Holdings as Member of said Turtle Creek, and as the act and deed of said BVY Holdings as Member of said Turtle Creek, and as the act and deed of said Turtle Creek, he executed the above and foregoing instrument, after first having been duly authorized by said BVY Holdings and said Turtle Creek so to do.

Tina L. Rodriguez
NOTARY PUBLIC

My commission expires:

JANUARY 25, 2024

(SEAL)



**STATE OF FLORIDA
COUNTY OF WALTON**

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4TH day of May, 2023, within my jurisdiction, the within named **JOHN T. YORK**, who acknowledged to me that he is Manager of J Y Holdings, LLC, a Mississippi limited liability company ("J Y Holdings") and Member of Turtle Creek Development, LLC, a Mississippi member-managed limited liability company ("Turtle Creek"), and that for and on behalf of said J Y Holdings as Member of said Turtle Creek, and as the act and deed of said J Y Holdings as Member of said Turtle Creek, and as the act and deed of said Turtle Creek, he executed the above and foregoing instrument, after first having been duly authorized by said J Y Holdings and said Turtle Creek so to do.

Tina L. Rodriguez
NOTARY PUBLIC

My commission expires:

JANUARY 25, 2024

(SEAL)



STATE OF FLORIDA
COUNTY OF WALTON

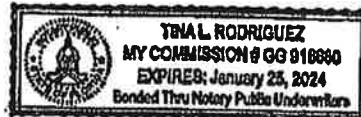
Personally appeared before me, the undersigned authority in and for the said county and state, on this 4TH day of May, 2023, within my jurisdiction, the within named **PAIGE YORK**, who acknowledged that she is a Member of Turtle Creek Development, LLC, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Tina L. Rodriguez
NOTARY PUBLIC

My commission expires:

JANUARY 25, 2024

(SEAL)



STATE OF MISSISSIPPI
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of May, 2023, within my jurisdiction, the within named **CHRIS MOORE**, who acknowledged that he is the President of Moore & Moore Properties, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Brandy Parnell
NOTARY PUBLIC

My commission expires:

October 23, 2026

(SEAL)



EXHIBIT "A"

EASEMENT AREA

AN EASEMENT BEING LOCATED IN THE NW 1/4 OF THE NW 1/4 AND THE NE 1/4 OF THE NW 1/4 OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS ARE BASED ON GRID NORTH)

COMMENCING AT A METAL PIPE AT THE NW CORNER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI; THENCE RUN S89°30'23"E ALONG THE SECTION LINE FOR 674.00" TO A CAPPED IRON PIN FOR THE POINT OF BEGINNING; THENCE RUN S89°30'23"E ALONG THE SECTION LINE FOR 10.00' TO A CAPPED IRON PIN; THENCE RUN S0°23'59"W FOR 30.00' TO A CAPPED IRON PIN; THENCE RUN S89°24'30"E FOR 595.39' TO A CAPPED IRON PIN; THENCE RUN N63°11'46"E FOR 24.43' TO A CAPPED IRON PIN; THENCE RUN S89°48'57"E FOR 34.55' TO A CAPPED IRON PIN; THENCE RUN S63°11'46"E FOR 24.47' TO A CAPPED IRON PIN; THENCE RUN S89°27'57"E FOR 432.95' TO A CAPPED IRON PIN; THENCE RUN N27°35'33"E FOR 33.67' TO A CAPPED IRON PIN; THENCE RUN S89°24'38"E FOR 11.22' TO A CAPPED IRON PIN; THENCE RUN S27°35'33"W FOR 44.89' TO A CAPPED IRON PIN; THENCE RUN N89°27'57"W FOR 441.40' TO A CAPPED IRON PIN; THENCE RUN N63°11'46"W FOR 24.44'; THENCE RUN N89°48'57"W FOR 29.78' TO A CAPPED IRON PIN; THENCE RUN S63°11'46"W FOR 24.47' TO A CAPPED IRON PIN; THENCE RUN N89°24'30"W FOR 607.80' TO A CAPPED IRON PIN; THENCE RUN N0°23'59"E FOR 39.99' BACK TO THE POINT OF BEGINNING; SAID EASEMENT CONTAINS 0.27 ACRE MORE OR LESS (11,941 SQ. FT.±).

Exhibit "A"



Magnolia STATE BANK

Irrevocable Standby Letter of Credit No: 1505

Issue Date:

May 12, 2025

Expire Date:

May 12, 2028

Beneficiary:

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Applicant:

Moore & Moore Properties Inc
10 Commercial Warehouse Drive
Hattiesburg, MS 39402

Amount: \$30,667.30

Thirty Thousand Six Hundred Sixty-Seven US Dollars and 30/100s

Place of Expiry: At the counter of Magnolia State Bank, Post Office Box 508, Bay Springs, MS 39422

We hereby issue our **Irrevocable Standby Letter of Credit No. 1505** in your favor which is available by your DRAFTS AT SIGHT drawn on **Magnolia State Bank, Post Office Box 508, Bay Springs, MS 39422, Letter of Credit No. 1505** and accompanied by the following documents:

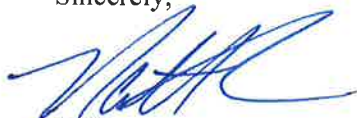
- A signed and dated statement from City of Hattiesburg, certifying that invoices to Moore & Moore Properties Inc are past due, demand has been made, and that payment has not been received at the time of the drawing.
- Copies of past due invoices.
- The original of this Letter of Credit.

This Letter of Credit shall be valid until **May 12, 2028** and shall be automatically renewed for successive one-year periods upon the anniversary of its issue unless, at least thirty (30) days prior to such anniversary date, we notify you in writing by Registered Mail that we elect not to renew this credit.

We hereby engage with drawers and/or bona fide holders that drafts drawn under and in compliance with the terms of this credit will be duly honored on presentation and delivery of documents as specified.

Except as otherwise expressly stated herein, this credit is subject to the International Standby Practices "ISP98" of the International Chamber of Commerce Publication No.590.

Sincerely,



Nathan Shows
Hattiesburg President



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Monday, June 30, 2025

Re: Approve Agreement between City of Hattiesburg Police Department and Axon Enterprise, Inc. to provide Taser Equipment, Software and accessories as per state contract and authorize the Mayor to execute the same.
File Number: 2025-536
Minute Book #

Summary

Approve agreement between City of Hattiesburg Police Department and Axon Enterprise, Inc. to provide Taser Equipment, Software and accessories as per state contract and authorize the Mayor to execute the same.

Recommendation Statement

I recommend this agreement be approved.

Please place this on the June 30, 2025 City Council meeting for consideration.

INTENT TO PIGGYBACK OFF COOPERATIVE PROCUREMENT

Sourcewell Contract #101223-AXN

This agreement (“the Agreement”) is hereby made this ____ day of _____, 2025, by the Hattiesburg Police Department (MS) (“Agency”) and Axon Enterprise, Inc. (“Axon”). Collectively, Agency and Axon are the “Parties.”

WHEREAS, the Agency is desirous of having Axon provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories, as herein described; and

WHEREAS, Axon is a party to Contract No. 101223-AXN with Sourcewell dated February 6, 2024, related to “Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories” (the “Sourcewell Contract”), which is incorporated herein by reference; and

WHEREAS, Axon has agreed to provide goods and services within the scope of the Sourcewell Contract to the Agency at the same prices chargeable to Sourcewell; and

WHEREAS, the goods and/or services required by the Agency and that the Agency seeks to obtain from Axon are within the scope of the Sourcewell Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the Parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

- 1. The Parties intend to utilize the Sourcewell Contract for the goods and services detailed in the Quote attached hereto as Exhibit A and incorporated herein by reference (the “Quote”).
- 2. In the event the term of the subscriptions specified on the Quote extends past the termination or expiration of the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall remain in full force and effect as it applies to the Quote and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated in accordance with the terms of this Agreement or the Sourcewell Contract.

This Agreement, together with Sourcewell Contract #101223-AXN, constitute the entire agreement between the Parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the Parties are merged into and made a part of this Agreement. To the extent that the terms of the documents conflict, the terms of this Agreement shall control.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Hattiesburg Police Department (MS)

Signed by:
Signature: Robert E. Driscoll, Jr.
55DAEBB131A4424...
Name: Robert E. Driscoll, Jr.
Title: Deputy General Counsel
Date: 6/26/2025 | 2:54 PM MST

Signature: _____
Name: _____
Title: _____
Date: _____



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

EXHIBIT A

Q-697831-45834LL

Issued: 06/26/2025

Quote Expiration: 06/30/2025

Estimated Contract Start Date: 10/01/2025

Account Number: 463227

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Hattiesburg Police Dept. - MS 1 Government Plz Hattiesburg, MS 39401-4080 USA	Hattiesburg Police Dept. - MS PO Box 1898 Hattiesburg MS 39403-1898 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Lauren Lewis Phone: Email: llewis@axon.com Fax:	Stefon Richardson Phone: 601-545-4650 Email: srichardson@hattiesburgms.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$683,496.00
ESTIMATED TOTAL W/ TAX	\$683,496.00

Discount Summary

Average Savings Per Year	\$50,502.71
TOTAL SAVINGS	\$252,513.54

Payment Summary

Date	Subtotal	Tax	Total
Sep 2025	\$59,400.00	\$0.00	\$59,400.00
Nov 2025	\$163,524.00	\$0.00	\$163,524.00
Sep 2026	\$153,524.00	\$0.00	\$153,524.00
Sep 2027	\$153,524.00	\$0.00	\$153,524.00
Sep 2028	\$153,524.00	\$0.00	\$153,524.00
Total	\$683,496.00	\$0.00	\$683,496.00

Quote Unbundled Price:	\$935,996.00
Quote List Price:	\$747,764.00
Quote Subtotal:	\$683,496.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00022	BUNDLE - TASER 10 CERTIFICATION PRO	110	60	\$136.85	\$108.33	\$103.56	\$683,496.00	\$0.00	\$683,496.00
A la Carte Services									
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,786.00	\$0.00	\$0.00	\$0.00	\$0.00
85147	AXON TASER - PSO - STARTER	1			\$14,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$683,496.00	\$0.00	\$683,496.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION PRO	100126	AXON VR - TACTICAL BAG	5	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	2	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	110	2	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100396	AXON TASER 10 - MAGAZINE - INERT RED	4	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	2200	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	1100	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100591	AXON TASER - CLEANING KIT	2	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	110	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	2	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100748	AXON VR - CONTROLLER - TASER 10	5	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100832	AXON VR - CONTROLLER - HANDGUN VR19H	5	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	4	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	1	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101294	AXON VR - TABLET	5	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101300	AXON VR - TABLET CASE	5	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	2	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	2	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	110	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	3	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	6	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	22	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	3	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	110	1	09/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION PRO	20378	AXON VR - HEADSET - HTC FOCUS 3	5	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	330	1	09/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	880	1	09/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	330	1	09/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	880	1	09/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100210	AXON VR - TAP REFRESH 1 - TABLET	5	1	03/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	5	1	03/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	5	1	03/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	20373	AXON VR - TAP REFRESH 1 - HEADSET	5	1	03/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	330	1	09/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	880	1	09/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	330	1	09/01/2029
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	880	1	09/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	101180	AXON TASER - DATA SCIENCE PROGRAM	110	10/01/2025	09/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE.COM LICENSE	110	10/01/2025	09/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE.COM LICENSE	2	10/01/2025	09/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20370	AXON VR - USER ACCESS - FULL VR	110	10/01/2025	09/30/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION PRO	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	110
BUNDLE - TASER 10 CERTIFICATION PRO	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	85147	AXON TASER - PSO - STARTER	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	100197	AXON VR - EXT WARRANTY - HEADSET	5	09/01/2026	09/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100213	AXON VR - EXT WARRANTY - TABLET	5	09/01/2026	09/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	110	09/01/2026	09/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	09/01/2026	09/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101007	AXON VR - EXT WARRANTY - CONTROLLER	5	09/01/2026	09/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	09/01/2026	09/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	22	09/01/2026	09/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	110	09/01/2026	09/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	09/01/2026	09/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	09/01/2026	09/30/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1 Government Plz	Hattiesburg	MS	39401-4080	USA
2	1 Government Plz	Hattiesburg	MS	39401-4080	USA

Payment Details

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1a	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Year 1a	85147	AXON TASER - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 1a	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	110	\$59,400.00	\$0.00	\$59,400.00
Total				\$59,400.00	\$0.00	\$59,400.00

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1b	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Year 1b	85147	AXON TASER - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 1b	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	110	\$163,524.00	\$0.00	\$163,524.00
Total				\$163,524.00	\$0.00	\$163,524.00

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Year 2	85147	AXON TASER - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 2	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	110	\$153,524.00	\$0.00	\$153,524.00
Total				\$153,524.00	\$0.00	\$153,524.00

Sep 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Year 3	85147	AXON TASER - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 3	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	110	\$153,524.00	\$0.00	\$153,524.00
Total				\$153,524.00	\$0.00	\$153,524.00

Sep 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Year 4	85147	AXON TASER - PSO - STARTER	1	\$0.00	\$0.00	\$0.00

Sep 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	110	\$153,524.00	\$0.00	\$153,524.00
Total				\$153,524.00	\$0.00	\$153,524.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcwell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

6/26/2025



Certificate Of Completion

Envelope Id: D63EC768-D37D-4DC1-BF93-0F4DF0B98586

Status: Completed

Subject: Complete with Docusign: COOP_Sourcewell #101223 - Piggyback for Hattiesburg PD (MS) + Updated ...

Source Envelope:

Document Pages: 9

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Brianna Welsh

AutoNav: Enabled

17800 N 85th St

Envelopeld Stamping: Enabled

Scottsdale, AZ 85255

Time Zone: (UTC-07:00) Arizona

bwelsh@axon.com

IP Address: 2600:1006:a021:

Record Tracking

Status: Original

Holder: Brianna Welsh

Location: DocuSign

6/26/2025 2:51:56 PM

bwelsh@axon.com

Signer Events

Robert E. Driscoll, Jr.

bobby@axon.com

Deputy General Counsel

Axon Enterprise, Inc.

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

Robert E. Driscoll, Jr.

55DAEBB131A4424...

Signature Adoption: Pre-selected Style

Using IP Address: 107.122.189.65

Signed using mobile

Timestamp

Sent: 6/26/2025 2:52:34 PM

Viewed: 6/26/2025 2:54:12 PM

Signed: 6/26/2025 2:54:19 PM

Electronic Record and Signature Disclosure:

Accepted: 10/2/2018 11:27:43 AM

ID: 6943ea04-c138-4194-a96a-e670aa85f248

In Person Signer Events

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Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Lauren Lewis

llewis@axon.com

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 6/26/2025 2:54:20 PM

Viewed: 6/26/2025 6:59:37 PM

Electronic Record and Signature Disclosure:

Accepted: 3/4/2024 10:26:59 AM

ID: 4561873a-0c9c-4a65-84af-dda4634107b6

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

6/26/2025 2:52:34 PM

Certified Delivered

Security Checked

6/26/2025 2:54:12 PM

Signing Complete

Security Checked

6/26/2025 2:54:19 PM

Completed

Security Checked

6/26/2025 2:54:20 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Axon Enterprises, Inc.-HR (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Axon Enterprises, Inc.-HR:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cnelson@axon.com

To advise Axon Enterprises, Inc.-HR of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cnelson@axon.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Axon Enterprises, Inc.-HR

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cnelson@axon.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Axon Enterprises, Inc.-HR

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cnelson@axon.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Axon Enterprises, Inc.-HR as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Axon Enterprises, Inc.-HR during the course of your relationship with Axon Enterprises, Inc.-HR.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Monday, June 30, 2025

Re: Acknowledge receipt of proposals and accept the bid proposal from Rare Design for Brand Development and Design Services and authorize the Mayor to execute the contract upon completion.
File Number: 2025-537
Minute Book #

Summary

Recommendation Statement

Please place this on the June 30, 2025 City Council meeting for consideration.

City of Hattiesburg -Brand Identity Development & Design Proposal

BRAND INDENTITY DEVELOPMENT & DESIGN REQUEST FOR PROPOSAL		
CONTRACTOR	BID PROPOSAL	
Rare Design	\$50,000.00	
Destination By Design	\$80,000.00	
T3 Promos, LLC	\$100,000.00	



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

To: Mayor and Council

From: Ann Jones, Chief Administrative Officer *MAJ*

Date: June 26, 2025

Re: Brand Identity Development & Design Request for Proposal

There were three (3) proposals submitted for the above references project on June 26, 2025. Upon review and tabulation of the proposals received, the proposal received from Rare Design was the lowest and best proposal received.

Therefore, I recommend that the bid from Rare Design be accepted and approved.

MAJ/

Comprehensive City Rebrand Proposal for Hattiesburg, Mississippi

Prepared by: T3 PROMOS LLC

Submitted by: Tyeasha Bell Lindsey, CEO

Contact: ty@t3promos.com | 601-479-3997

Table of Contents

1. Executive Summary
 2. Project Vision and Objectives
 3. Scope of Work
 4. Technical Approach
 5. Management Plan and Timeline
 6. Brand Development Concepts
 7. Community Activation Strategies
 8. Tourism & Economic Development Strategy
 9. Departmental Brand Extensions
 10. Youth Engagement Initiatives
 11. Digital & Print Material Updates
 12. Metrics for Success
 13. Optional Add-ons
 14. Price Proposal
 15. Conclusion & Next Steps
-

1. Executive Summary

Hattiesburg, known as the "Hub City," is a cultural, educational, and economic nucleus in South Mississippi. T3 PROMOS LLC proposes a dynamic rebrand strategy that reintroduces Hattiesburg to its residents and the world, celebrating its heritage while unlocking future potential. Our approach blends community storytelling, bold visual identity, and modern marketing to elevate Hattiesburg's regional and national presence.

Hattiesburg is positioned for growth and renewal. As the "Hub City," it deserves a fresh, vibrant identity that honors its rich history while propelling it forward. T3 PROMOS LLC presents a multi-phase branding campaign built on authenticity, inclusivity, and progress.

2. Project Vision and Objectives

- **Unify** the city's visual identity across departments and stakeholders

- **Attract** new residents, tourists, and businesses through modern brand storytelling
- **Celebrate** Hattiesburg's unique assets—history, culture, education, and nature
- **Engage** residents with pride and participation
- **Position** Hattiesburg as the leading city in Mississippi for growth, lifestyle, and innovation

Project Objectives:

- Develop a unified brand identity that reflects Hattiesburg's values, heritage, diversity, and vision for the future.
 - Increase visibility and competitiveness across regional and national economic development efforts.
 - Improve engagement among residents, businesses, and visitors.
 - Drive consistency across all city communications, departments, signage, digital platforms, and marketing campaigns.
-

3. Scope of Work

Phase I: Discovery & Community Engagement

- Town Halls, Focus Groups, and Stakeholder Interviews
- Surveys with QR code access
- Audit of existing brand identity & perception analysis
- Competitive analysis of peer cities in the Southeast

Phase II: Brand Development

- Logo & tagline creation
- Brand style guide (fonts, colors, voice)
- Messaging framework by department
- Messaging pillars for business attraction, tourism, education, and livability

Phase III: Brand Activation

- Website redesign
- Public art installations & signage revamp
- Branded content roll-out: videos, merchandise, banners
- Launch a public-facing "Brand Reveal Campaign"
- Develop branded templates for city departments and agencies

Phase IV: Outreach Campaign

- Launch Event: Celebrate Hattiesburg Week
- #MyHubCity social media campaign

- Influencer partnerships & PR strategy
- Develop a media strategy: press releases, videos, podcasts, and influencer partnerships

Phase V: Evaluation

- Pre/post brand surveys
 - Website traffic reports
 - Tourism and economic development data
 - Provide a Brand Implementation Toolkit for internal teams
 - Deliver a 12-month post-launch marketing support plan
-

4. Technical Approach

T3 PROMOS employs a human-centered design process:

- Data-driven insights from residents
- Competitive benchmarking (peer cities like Tupelo, Jackson, Gulfport)
- Inclusive creative process
- Cross-sector collaboration (schools, businesses, local artists)

Engagement Tools:

- Public mural contests
 - Student art for city utility boxes
 - Local stories video series
 - Partnerships with USM & Carey University
 - "What's Your Hattiesburg Story?" short video series
 - Collaborations with Southern Miss and local schools for youth inclusion
-

5. Management Plan and Timeline

Project Duration: 6 months

- Month 1: Discovery
- Month 2-3: Design & Development
- Month 4-5: Brand Activation
- Month 6: Reporting & Evaluation

Key Personnel:

- Project Director: Tyeasha Bell Lindsey
- Creative Director: Sharon Smith

- Community Liaison: Ruffin Patterson
 - Digital Lead: Royal Studio, Inc.
-

6. Brand Development Concepts

Tagline Options:

- "Rooted in History, Rising with Purpose"
- "More Than a Hub—A Home"
- "The Heart of South Mississippi"
- "Hattiesburg: Where Innovation Meets Southern Soul"
- "The Hub of Culture, Community, and Opportunity"
- "Live the Legacy. Build the Future."
- "Historic. Bold. Moving Forward."

Logo Ideas:

- Modern "H" Hub Design
- Magnolia & Rail Track Fusion
- Circular Icon for Culture, Nature, Business, Education
- Pine Tree & River Motif
- Modern Skyline with Historic Overlay

Color Palettes:

- Modern Southern: Pine Green, Sky Blue, Cream, Gold
- Historic Revival: Brick Red, Midnight Blue, Taupe, Antique White
- Bold & Forward: Charcoal, Electric Yellow, Rust Orange

Visual Samples: *(To be inserted: mockups of logos, city signage, website landing)*

7. Community Activation Strategies

- **Rebrand Reveal Festival**
- **City-wide Scavenger Hunt: Discover the Hub**
- **Hashtag Challenge: #MyHubCity**
- **Branded Merch Pop-Ups**
- **Public Utility Box Art Contest**
- **Public Murals:** Local artists reflect city identity
- **Merch Rollout:** Limited city pride collection
- **City Signage Updates:** Welcome signs, parks, and facilities

8. Tourism & Economic Development Strategy

- **Hattiesburg Experience Pass:** Local discounts for tourists
- **Branded City Tours:** History, art, food, music
- **Welcome Kit for Newcomers & Businesses**
- **Creator Collaborations:** Leverage Mississippi-based influencers
- **Create a new tourism website and mobile app: "Explore Hattiesburg"**
- **Brand local events under the new umbrella (e.g., "Hattiesburg Nights: Music Under the Pines")**

9. Departmental Brand Extensions

Each city department can adopt sub-branding elements under the new city identity:

- **Hattiesburg PD:** "Protecting Our Hub with Heart"
- **Parks & Recreation:** "Play the Hub Way"
- **Economic Development:** "Grow in the Hub"
- **Tourism:** "Visit the Hub of the South"

10. Youth Engagement Initiatives

- **Mascot Design Contest (K-5)**
- **Young Voices Video Series**
- **College Brand Ambassadors (USM, Carey)**
- **Interactive Art Projects (murals, utility wraps)**
- **Art Competitions for Public Utility Boxes**

11. Digital & Print Material Updates

- City website and department subpages
 - Business cards, letterhead, city stationery
 - City uniforms, ID badges, fleet vehicles
 - Brochures, annual reports, welcome packets
 - Social media banners, email templates
 - PowerPoint presentation decks for external partners
-

12. Metrics for Success

- 25% increase in city social media followers within 6 months
 - 15% rise in tourism traffic year-over-year
 - 80% positive brand sentiment in surveys
 - Website traffic growth of 40%
 - Increase in economic inquiries and small business openings
 - Community satisfaction surveys
 - Social media engagement growth
 - Business relocation inquiries
 - Local media and influencer coverage
-

13. Optional Add-ons

- Branded merchandise store setup
 - Mobile rebrand tour with city bus wraps
 - Monthly email newsletter to track rebrand impact
-

14. Price Proposal

Phase	Description	Cost Estimate
Phase I	Discovery & Research	\$15,000
Phase II	Brand Development	\$25,000
Phase III	Brand Activation	\$30,000
Phase IV	Outreach Campaign	\$20,000
Phase V	Evaluation & Reporting	\$10,000
TOTAL		\$100,000

15. Conclusion & Next Steps

The City of Hattiesburg stands at the intersection of history and progress—a place where culture, education, and community converge. This rebranding initiative is more than a design update; it’s a movement to elevate the city’s voice, ignite civic pride, and position Hattiesburg as a vibrant hub for the future.

T3 PROMOS LLC is uniquely positioned to lead this transformation. With a deep understanding of community-driven branding, a commitment to excellence, and a proven track record of delivering high-impact campaigns, we are ready to partner with Hattiesburg to develop a brand that resonates across generations.

Together, we will craft a story that reflects who Hattiesburg is, where it's been, and where it's boldly going.

Next Steps:

- Schedule City Council Presentation
- Launch Community Listening Sessions
- Approve Scope & Contractual Agreement

We are honored to reimagine the Hub City and amplify all it has to offer.

Sincerely,

A handwritten signature in black ink, appearing to read "Tyeasha Bell Lindsey". The signature is fluid and cursive, with the first name being the most prominent.

Tyeasha Bell Lindsey
CEO, T3 PROMOS LLC

"Helping cities and communities design identities that reflect pride, progress, and purpose."

Hattiesburg Rebrand

Tagline Options

- Hattiesburg:
Rooted in History.
Rising with Purpose
- The Heart of
South Mississippi
- More Than a Hub—
A Home
- Live the Legacy.
Build the Future
- Historic. Bold
Moving Forward

Logo Concepts



Brand Pillars



Community satisfaction
Social media engagement

Metrics for Success

Community satisfaction
Social media engagement
Website traffic
Tourism statistics
Relocation inquiries





HATTIESBURG

ROOTED IN HISTORY.
RISING WITH PURPOSE

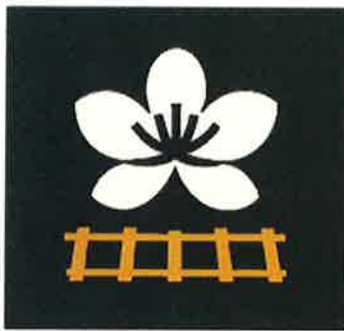


LIVE THE LEGACY. BUILD THE FUTURE.



HATTIESBURG

LOGO CONCEPTS



Stylized Magnolia & Rail Tracks

Emphasizing city and historic pride



Hub 'H' Design

Symbolize connection



Historic Skyline Overlay

Blended progress and location



Pine Tree & River Icon

Represents natural beauty and location



Community Circle

Education, Culture, Business, and Nature



June 26, 2025

Comprehensive City Rebranding Services

City of Hattiesburg, Mississippi

PREPARED BY:

Destination by Design Planning LLC
136 Furman Rd, ste 6 Boone, NC 28607
Zach Hoffman, Business Strategist
(828) 263-7933 | zach@dbdplanning.com



01

Cover Letter

Dear Members of the Selection Committee,

We are pleased to submit our qualifications in response to the City of Hattiesburg's Request for Proposals for Comprehensive Rebranding Services. At Destination by Design, we specialize exclusively in branding, marketing, and planning for public-sector clients—bringing a deep understanding of how to craft authentic municipal brands that reflect local identity, strengthen civic pride, and support long-term economic vitality.

We are inspired by Hattiesburg's unique position as a cultural and economic hub in South Mississippi. From its historic neighborhoods and educational institutions to its vibrant arts scene and strategic vision for growth, the City is well-positioned to benefit from a brand that communicates both its legacy and its aspirations. With nearly 15 years of experience and more than 150 successful partnerships with government clients across the country, our team has led branding efforts for communities with similar complexity, scale, and ambition.

Our approach blends strategic insight with community input—ensuring that every message, visual element, and implementation tool is rooted in Hattiesburg's authentic story. From comprehensive brand strategy and visual identity development to marketing assets and rollout planning, we act as an extension of your team—equipping City staff, stakeholders, and residents with the tools and clarity to proudly represent Hattiesburg's brand across all platforms.

We understand that this rebrand is about more than just design—it's about unifying communication, inspiring connection, and setting the stage for future growth. Whether developing a modernized brand system, creating a visual toolkit for City departments, or guiding the rollout across print, digital, and physical spaces—we bring the creative capacity, strategic thinking, and public-sector experience to support your goals.

Thank you for the opportunity to be considered.
We would be honored to support your team in
shaping the next chapter of Hattiesburg's story.
Please don't hesitate to contact us should you
need any additional information.



Matt Powell
Communications Director, Destination by Design
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136 Furman Rd. Boone, NC 28607
www.destinationbydesign.com



Helping **create**
the communities
you **love**.



Place Branding & Destination Storytelling

Destination by Design (DbD) is a multi-disciplinary placemaking and marketing firm. We specialize in economic development strategies that increase visibility and enhance quality of life. Our team collaborates to create the places you love by developing and promoting vibrant Main Streets and destination-quality parks, trails, and recreation areas.

For over a decade, we have partnered with communities to develop and leverage assets for sustainable growth, while providing branding solutions to tell their stories.

Our Communications division takes a hands-on approach, working closely with communities and facilitating a process to help them discover their authentic identity. Beginning with boots-on-the-ground, we engage stakeholders, perform market research, and extract insights to shape a community-led vision for the brand.

Using what we discover, our creative team develops a strategy to serve as the cornerstone for all marketing and communication efforts. By crafting intentional brand language—including positioning, promise, voice, and taglines— we ensure a cohesive identity and messaging.

Building on this framework, we translate the brand visually through logo designs, photography, videos, websites, signage and marketing collateral. Our designers provide comprehensive art direction to ensure that the visual brand remains consistent with the strategy, and recognizable in diverse environments.

Our collaborative, multidisciplinary approach results in distinctive visual solutions, increased public engagement, and innovative end-products for communities and destinations nationwide.

— 03 Team Members

Erin Welsh, our Branding Director will serve as the primary contact for this initiative. Guiding the visual elements of the project is Matt Wagoner, our Senior Art Director. Working closely with our talented graphic designers, including Dylan Connell, they will ensure all logos and visual assets are designed with excellence. Matt Powell provides oversight and strategic direction to ensure alignment with our overarching goals and mission.

Supported by our team of planners and designers, our collaborative approach and diverse team ensures meticulous attention to detail. The outcome will be a comprehensive initiative that engages your stakeholders and resonates with your residents.



Matt Powell

Communications Director

A multi-award-winning Creative Director, Matt leads all of DbD's branding and marketing-related projects, directs multimedia and web campaigns, and develops targeted brand strategies to promote quality of life. With a Masters in Communications and an undergraduate in Recreation & Tourism Management, Matt is passionate about helping communities discover authentic brand stories that increase their visibility, visitation, and economic vibrancy.



Erin Welsh

Primary Contact & Branding Director

With over three years at Destination by Design, Erin brings a wealth of expertise in brand strategy, marketing, and project management. A proud Elon University alumna and longtime resident of the NC High Country, Erin has led impactful projects for municipal, county, and destination marketing organizations. Her strategic insights and storytelling skills foster strong connections with communities, driving successful outcomes for clients. Outside of work, she enjoys exploring the region's scenic beauty and staying active in the local community.



Matt Wagoner

Senior Art Director

Matt has been a designer for 15+ years, and has built brands for communities, non-profit organizations and startups big and small. He especially loves taking communities through a discovery process, the branding journey, and helping them uncover the unique attributes that will make them stand out. Matt is a graduate of University of South Carolina with a Fine Arts degree in Graphic Design. His favorite activities include long walks on the beach, camping with the fam, and mountain biking- just don't ask him to ride a skinny.



Taylor Ratcliffe

Researcher & Brand Strategist

Taylor holds dual degrees in Film Production and Environmental Studies from the University of Vermont. When not in the office, he is out searching for his next adventure, enjoying the natural world, and can almost always be found with a camera in his hands. Taylor has lived in Vermont, Wyoming and now Boone, NC and is excited to call these mountains home. With numerous years of experience behind the lens of a camera in backcountry settings, Taylor has worked as a freelance photographer and cinematographer, ski patroller, and whitewater guide.



Jon Black

Visual Content Director

Jon Black is a photographer & director with 15 years experience in the field. Curious about the wide-ranging human experience Jon is always learning from the communities and institutions he documents. Jon currently has his eye on innovation and sustainable development. From small organizations to enterprise scale operations, witnessing people work towards a common-good goal keeps him inspired. Jon loves jumping on the trampoline with his family, traveling abroad and learning to cook.



Dylan Connell

Graphic Designer

Dylan is a graphic designer with local roots in the Appalachian Mountains. He holds a B.S. in Graphic Communications Management from Appalachian State University with a minor in Studio Art. He is passionate about understanding the intersection between creativity and commerce. In his free time, you will find Dylan searching for a new coffee shop, out on a trail with his camera, or on a backroad in his Jeep searching for another cool place to discover...



Alex Gotherman

Design Director, PLA



Caroline Stahlschmidt

Senior Project Manager



Kristen Lysne

Planning Technician



Keagan Massie

GIS Planner



Ed McLean

Landscape Architect, PLA



Case Neal

Senior Landscape Architect, PLA



Jessie Schottanes

Landscape Designer



Tim Johnson
Outdoor Recreation
Planning Director



Ivan Vazquez
Landscape Designer



Pooja Bonde
Environmental Graphic Designer



Eric Woolridge
Planning Director, AICP



Ron Hancock
Senior Planner, AICP



Sydnie Schmidtbauer
Landscape Architect, PLA



Zachary Hoffman
Project Manager and Designer

04 Executive Summary

UNDERSTANDING THE PROJECT:

The City of Hattiesburg is uniquely positioned to craft a unified, forward-looking brand that reflects its historic depth, regional significance, and dynamic trajectory. As a thriving university town and cultural anchor in South Mississippi, Hattiesburg blends a storied past with ongoing momentum in the arts, education, health care, and economic development. This rebranding initiative presents an opportunity not just for visual enhancement, but for meaningful transformation—building a brand that strengthens civic pride, clarifies communication across departments, supports tourism and business attraction, and resonates with the diverse communities that call Hattiesburg home. The outcome should be a clear, consistent, and inclusive identity that reflects the city’s authenticity and inspires long-term connection and growth.

APPROACH:

Our approach to rebranding Hattiesburg centers on clarity, collaboration, and purpose. We begin by understanding the city’s current brand landscape—its visual identity, messaging inconsistencies, and how stakeholders perceive and communicate the city’s image. Through in-depth discovery, engagement with City leadership and community voices, and a comprehensive audit of existing assets, we’ll surface what makes Hattiesburg distinct—and how best to express that visually and verbally. This process ensures that the brand is rooted in real stories and built to support the city’s mission, departments, and external audiences alike.

CREATIVITY AND STRATEGIC DIFFERENTIATION:

An effective municipal brand must do more than look good—it must function with intention. Our creative process prioritizes timeless, flexible design that honors Hattiesburg’s legacy while equipping City staff with the tools to communicate consistently and confidently. We don’t just deliver logos; we build full brand systems that include messaging frameworks, graphic assets, ADA-compliant visual guidelines, templates, and rollout support. The result will be a brand that is memorable and practical—embraced by internal teams and recognized by the public. Our goal is to ensure Hattiesburg’s new brand is not only aesthetically strong but also strategically aligned with long-term communication, engagement, and economic development goals.

— 05 Detailed Work Plan

TASK 1:

Discovery, Analysis, and Engagement

OBJECTIVE

We will immerse ourselves in the City of Hattiesburg by evaluating current brand assets, messaging, and communication channels to uncover key opportunities for clarity and cohesion. Through collaboration with City staff, the steering committee, and local stakeholders, we will gather insights that reflect both internal priorities and community values. Our goal is to deliver a refreshed brand that authentically represents Hattiesburg—strengthening communication, supporting departmental consistency, and uniting the City around a shared vision for the future.

DELIVERABLE(S)

Project Micro-website

Social Media Video and Engagement

Discovery and Analysis Report

TASK 1.1: PROJECT INITIATION AND MANAGEMENT

- **Client Consultation Meeting:** Meet virtually with the client/primary contact to discuss logistics, project team selection, stakeholder engagement, project management team roles and general Q&A.
- **Kick-off Meeting:** Conduct a meeting with the project team and key stakeholders to discuss the schedule, overall objectives, and potential information sources. Establish a shared understanding of project goals, ambitions, and desired outcomes.
- **Work Plan:** Establish a detailed work plan, including timelines for major milestones, an overall project work schedule, and a strategy for regular communication and progress updates to ensure alignment and transparency throughout the project.
- **Project Promotion:** In collaboration with the committee, DbD will draft a press release to be distributed locally to notify the public about the project and the upcoming engagement opportunities.

TASK 1.2: FIELD VISIT & STAKEHOLDER ENGAGEMENT

- **Site Assessment:** Conduct a field visit to assess Hattiesburg's physical assets and identify branding opportunities and constraints across the built and natural environment.
- **Stakeholder Conversations:** Facilitate group discussions and one-on-one interviews with a diverse range of stakeholders—including local business owners, residents, municipal leaders, and community organizations—to gather broad-based input.
- **Photo & Video Capture:** Capture on-site photography and produce a short social media video during the visit. These assets will support deliverables and be used to promote the project website and online survey—driving public awareness and engagement.

TASK 1.3: PROJECT WEBSITE & ONLINE SURVEY

Develop a simple, branded project website that will serve as the central hub for public engagement throughout the branding process. The site will host the online community survey and can serve as a platform to house the brand, share updates, and keep stakeholders connected to the evolving story of Hattiesburg beyond the initial launch.

TASK 1.4: INDEPENDENT RESEARCH AND MARKET ANALYSIS

- **Market Research & Market Analysis:** Undertake desktop research to better understand the City's context, competitive advantages, history, and characteristics.
- **Brand Audit:** Perform a comprehensive audit of current brands within the region, including a review of their market positions and consistency across various touchpoints.
- **Comparative Analysis:** Review competitors and collaborators to identify their branding strategies, strengths, and weaknesses.
- **Digital Media Presence:** Evaluate the City's online footprint, including websites, social media, and digital apps to assess content quality, consistency of messaging, user experience, and overall effectiveness.
- **Community Data:** Analyze the City's demographics, patterns, and characteristics using a variety of data sources (proprietary or client-supplied).

TASK 1.5: PRESENTATION AND REPORTING

Summarize the results of all tasks, highlighting key emerging themes that will guide strategic direction and future recommendations. Present findings and recommendations to the project team, inviting feedback and insights. Provide an electronic version of the final presentation for ongoing reference.

TASK 2:

Brand Strategy and Positioning

OBJECTIVE

We will craft a refined brand strategy that reflects Hattiesburg's unique identity—its cultural richness, civic pride, and momentum for continued growth—while improving clarity, consistency, and accessibility across all touchpoints. Grounded in the City's mission and shaped by community input, the strategy will align internal communications, strengthen public messaging, and provide a unified framework for use across digital platforms, print materials, signage, and more. Our goal is to deliver a refreshed, functional, and ADA-compliant identity that serves Hattiesburg with purpose and longevity.

DELIVERABLE(S)

Brand Strategy and Messaging

TASK 2.1: BRAND STRATEGY WORK SESSION

Conduct a brand strategy work session with the project team to define core attributes of the brand. Through facilitated discussion, group activities, and interactive brainstorming, participants will collectively assist in identifying the unique attributes, strengths, and aspirations of the brand, ensuring that the language resonates with internal perspectives and expectations.

TASK 2.2: BRAND DIRECTION AND TAGLINE

Using insights from research and the brand strategy work session, craft a concise brand positioning statement capturing Hattiesburg's essence. Develop up to three tagline/campaign concepts reflecting the City's destination brand identity, each with supporting rationale. Present these to the project team, and select one tagline based on feedback.

TASK 2.3: DRAFT BRAND STRATEGY

- Create the Brand Strategy document, a guide to articulate the vision and promise, establish brand pillars, identify story themes, and determine the City's unique value proposition.
- Schedule an informal review with the client to present the draft strategy and gather early feedback. Incorporate feedback and suggestions received and make necessary modifications.

TASK 2.4: BRAND STRATEGY FINALIZATION

Virtually present the brand strategy to the full project team, giving opportunities for feedback and refinement. Incorporate feedback into the strategy document and address any remaining concerns.

TASK 2.5: APPROVAL AND DELIVERY

Upon approval, deliver the finalized brand strategy to the project team. This strategy document will provide a clear foundation for brand implementation, ensuring consistency across all communication materials.

TASK 3:

Logo and Visual Brand Development

OBJECTIVE

To refine and elevate Hattiesburg's visual identity in a way that reflects the City's heritage, diversity, and forward-looking vision—while honoring existing elements that hold local significance. The updated identity will prioritize clarity, ADA accessibility, and ease of use across all platforms, including digital media, print materials, signage, and City applications. The new visual system will feature updated typography, a versatile color palette, secondary marks, and supporting graphics designed for consistency and flexibility. Our goal is to deliver a unified, accessible brand that strengthens both internal communication and public engagement.

DELIVERABLE(S)

Visual Identity/System of Logos

TASK 3.1: CREATIVE DIRECTION WORKSHOP

Facilitate a collaborative workshop to confirm the direction for minor logo refinements, typography alignment, and digital adaptation that honor the City's existing identity. No new logo or significant redesign work will be undertaken—our focus is on ensuring the current logo is fully accessible, clear, and consistent across all uses.

TASK 3.2: LOGO DESIGN CREATIVE PROCESS

Conduct a series of virtual meetings to refine creative concepts into a final logo system through the following structured design process, with a maximum of three rounds of revisions:

- **Meeting 1 (Concepts):** Deliver up to three original logo concepts and facilitate a feedback discussion.
- **Meeting 2 (Iterations):** According to feedback, provide iterations of the favored logo concept through a virtual meeting or online survey.
- **Meeting 3 (Refinement):** Develop the final visual identity, including a comprehensive system of logos and associated assets.

TASK 3.3: PACKAGED LOGO FILES

Package and deliver all logo files in a suite of formats (PNG, JPG, SVG) to ensure versatility and ease of use across various applications. This package will equip the client with a fully adaptable visual identity, allowing for effortless implementation across print materials, signage, merchandise, digital platforms, and promotional campaigns.

TASK 3.4: BRAND MANUAL

Generate a visual standards style manual in both online and printable formats. This toolkit will establish the brand's guidelines and usage, covering the brand system/library, logo usage, colors & fonts, and art direction to ensure a cohesive and consistent brand identity.

TASK 3.5: WEB AND DIGITAL CONCEPTUAL BRAND ASSET PRODUCTION

Establish art direction and preliminary design deliverables, ensuring alignment with the brand's vision. The specific preliminary visuals to be delivered will be established during the creative process and will be included in the Brand Guidelines Toolkit.

Requested assets may include:

- Design concepts for the website
- Design assets for the social media platforms
- Design assets for printed materials
- Physical branded elements

TASK 3.6: APPROVAL AND DELIVERY

Obtain approval from the client and deliver all creative assets. Finalized deliverables will be provided in both digital and print-ready formats for the client's use.

TASK 4:

Implementation and Marketing Plan

OBJECTIVE

This phase focuses on translating Hattiesburg's new brand identity into a clear, actionable marketing strategy that drives implementation across City departments, community partners, and the public. Our work will be tailored to support economic development, promote key assets and initiatives, strengthen communication efforts, and establish a sustainable framework for brand adoption and long-term impact.

DELIVERABLE(S)

Launch Strategy

Marketing Plan

TASK 4.1: STRATEGIC MARKETING FRAMEWORK

We will develop a comprehensive, data-informed marketing strategy to guide the City's annual promotional efforts. The framework will define core objectives and KPIs aligned with Hattiesburg's economic development goals, while refining target audiences such as prospective businesses, new residents, and regional visitors. This strategy will organize messaging themes and rollout schedules for use across digital, print, and event-based platforms. We will also build in flexibility to respond to seasonal or event-driven opportunities.

TASK 4.2: BRAND LAUNCH AND INTERNAL ORIENTATION

To support internal alignment, we will develop a rollout plan that introduces the refreshed brand to City staff, elected officials, and key partners. This includes internal orientation sessions, messaging guides, and staff-facing tools that ensure consistent, confident adoption across departments and communications.

TASK 4.3: COMMUNITY AND BUSINESS ENGAGEMENT

To promote external adoption, we will design community-facing rollout materials and branded toolkits for local businesses, civic organizations, and residents. We will identify and support brand ambassadors, recommend co-branding opportunities, and suggest sponsorship strategies that increase visibility while fostering community pride and participation.

TASK 4.4: LONG-TERM BRAND INTEGRATION AND SUSTAINABILITY

To ensure lasting impact, we will establish a long-term brand management framework. This includes recommendations for governance, usage review processes, and digital content strategies to maintain momentum. The project microsite from Phase 1 will be adapted into a central hub for ongoing brand materials and access.

TASK 4.5: AUDIENCE SEGMENTATION AND PERSONA DEVELOPMENT

To ensure targeting precision, we will develop detailed audience segments and visitor personas. Each persona will include demographic and psychographic insights, behavioral triggers, and channel preferences to inform creative development and media allocation. Where applicable, personas will include multilingual and culturally responsive attributes to support inclusive messaging.

TASK 4.6: MESSAGING FRAMEWORK AND CAMPAIGN CALENDAR

Using the brand strategy as a foundation, we will craft a seasonal messaging framework that defines storytelling pillars, tone of voice, and channel-specific adaptation strategies. This will be organized into a campaign calendar that outlines quarterly focus areas, flight schedules, media tactics, and content production timelines. The calendar will ensure strategic cohesion across digital, social, print, and video platforms, while offering flexibility to respond to earned media opportunities, influencer campaigns, or real-time tourism trends.

TASK 4.7: FINAL MARKETING PLAN

The finalized marketing plan will be presented for review and approval and will serve as a comprehensive guide to all major campaign activities. The plan will include integrated strategies for paid media, social media, content development, public relations, email marketing, and digital optimization. Budget frameworks will be included, featuring scalable options to support shifts in funding priorities or emerging opportunities throughout the fiscal year. The final plan will be formatted for both strategic implementation and executive reference—ensuring alignment, clarity, and accountability across all campaign efforts.

06

Budget Proposal

The services outlined in this proposal have been thoughtfully structured to support the City of Hattiesburg's goals for a unified, community-driven brand that strengthens communication, supports economic development, and authentically reflects the City's identity. The total project cost is **\$80,000**, encompassing a comprehensive scope that includes discovery, brand strategy, visual identity development, and a marketing and implementation plan. Our pricing model is transparent and tailored to the City's needs—ensuring ADA-compliant design, high-quality execution, and long-term value across all brand applications. This proposal reflects a fixed-fee structure; however, we are open to discussing phased implementation or adjustments to align with the City's preferences or budgetary considerations. Additional services beyond the defined scope—such as expanded community engagement, launch support, or content production—can be provided at our standard hourly rate of **\$150/hour**.

COMMUNITY BRANDING AND MARKETING SERVICES

Task 1: Discovery, Analysis, and Community Engagement \$20,000

- 1.1: Project Initiation and Management
- 1.2: Field Visit & Stakeholder Engagement
- 1.3: Project Website & Online Survey
- 1.4: Independent Research and Market Analysis
- 1.5: Presentation and Reporting

Task 2: Brand Strategy and Positioning \$20,000

- 2.1: Brand Strategy Work Session
- 2.2: Brand Direction and Tagline
- 2.3: Draft Brand Strategy
- 2.4: Brand Strategy Finalization
- 2.5: Approval and Delivery

Task 3: Logo and Visual Brand Development..... \$20,000

- 3.1: Creative Direction Workshop
- 3.2: Logo Design Creative Process
- 3.3: Packaged Logo Files
- 3.4: Brand Manual
- 3.5: Web and Digital Conceptual Brand Asset Production
- 3.6: Approval and Delivery

Task 4: Implementation and Marketing Plan \$20,000

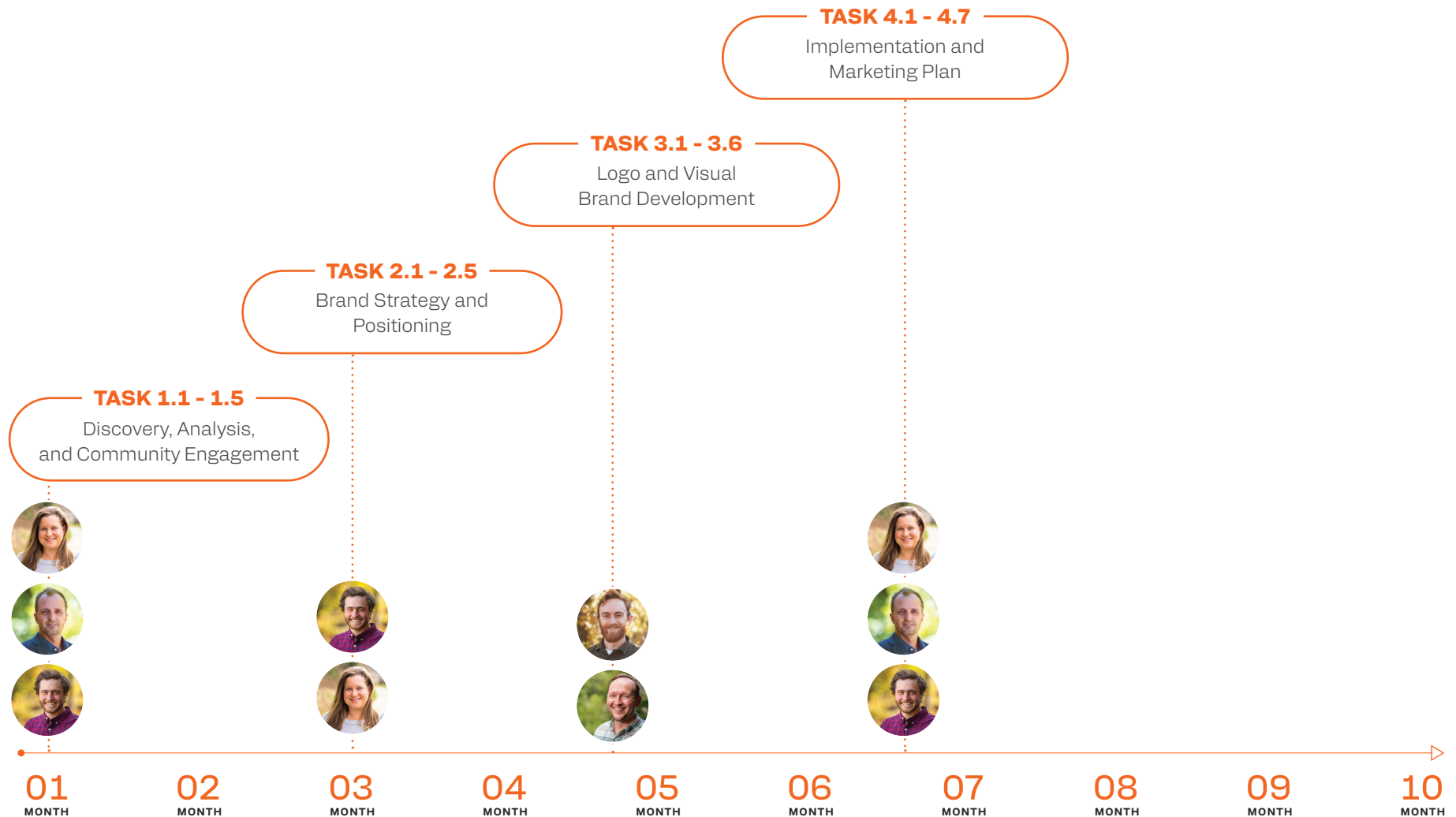
- 4.1: Strategic Marketing Framework
- 4.2: Brand Launch and Internal Orientation
- 4.3: Community and Business Engagement
- 4.4: Long-Term Brand Integration and Sustainability
- 4.5: Audience Segmentation and Persona Development
- 4.6: Messaging Framework and Campaign Calendar
- 4.7: Final Marketing Plan

\$80,000

TOTAL PROJECT COST

07 Schedule

While ideal timelines provide a framework, the complexities of reality can introduce variables. We are fully dedicated to ensuring that all deliverables are accomplished promptly and in accordance with our commitment to timeliness.



08 Portfolio

City of Danville, VA

City Branding and Community Engagement

Danville, Virginia, the namesake of the Dan River, needed a reinvigorated identity to engage their community and help lead the city out of the past and into a new era. Our mission was to align it with the community's dynamic spirit, forward momentum, and abundant outdoor recreation opportunities. Through our community engagement, we uncovered a profound commitment to fostering a sense of belonging, which led to the creation of the "Danville: HOME" brand, a symbol of optimism and progress, deeply rooted in the city's unique identity. The new brand encompassing strategy, vision and mission statements, along with a redesigned logo and city seal is now being integrated across the full range of municipal departments. This comprehensive adoption ensures a unified representation of the city's ethos in every facet of its leadership. As we move into implementation and marketing, our focus remains on ensuring Danville's new brand not only resonates with residents but sets a new standard in city branding, mirroring its aspirations and values.

REFERENCE

Ken Larking
City Manager, Danville VA
klarking@danvilleva.gov

LINKS



[Click to Project](#)



Harney County, OR

County Branding, Content Production, and Marketing Plan

Harney County, located in remote eastern Oregon, may appear as one of the emptiest areas in the continental US, but it conceals a resilient community and diverse ecosystem. Amidst the expansive high desert, mountains, and meadows, the Burns Paiute Tribe's influence fosters reverence for the land. With our branding and marketing experience, we are positioning Harney as an innovative steward of its natural resources, developing an authoritative brand voice, crafting a land ethos, promoting a new natural resource and restoration economy, while amplifying community voices, and embracing the frontier identity. The essence of the brand revolves around the elements of land, water, sky, and soul, with a focus on becoming an example of stewardship within the region and the United States.

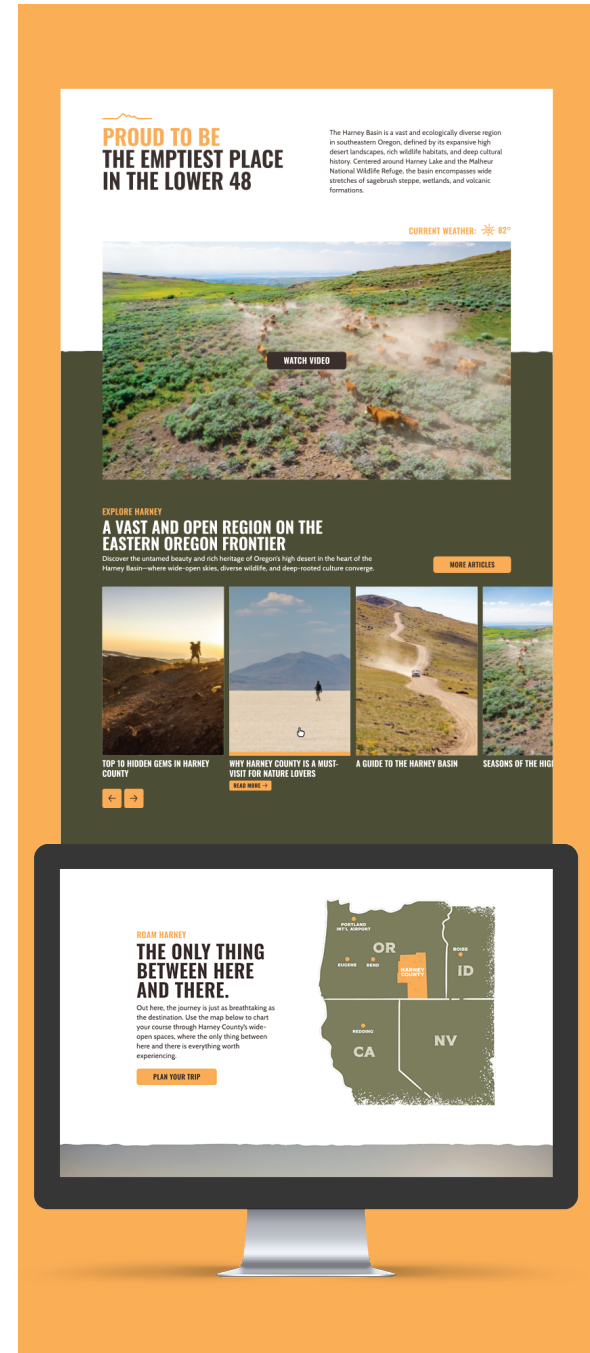
LINKS



[Click to Project](#)

REFERENCE

Marla Polenz
Communications Coordinator
High Desert Partnership
(541) 573-7820
marla@highdesertpartnership.org



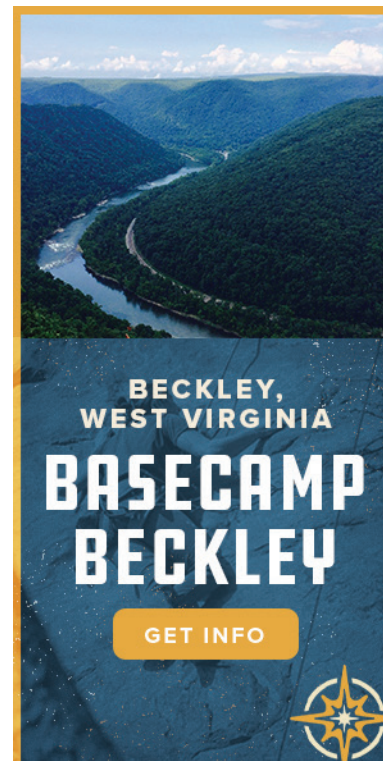
City of Beckley, WV

Destination Branding and Outdoor Tourism Plan

The Beckley Outdoors Plan and the Basecamp Beckley brand will establish and promote Beckley, WV as a premier outdoor destination. In addition, the DbD planning team led a tourism master planning effort to develop and improve unique outdoor infrastructure such as trails, greenways, river accesses, rock climbing areas, parks, public art, and multi-use public spaces for events and festivals. These projects aim to create a vibrant City that attracts and retains businesses, residents, and visitors.

REFERENCE

Corey Lilly
Outdoor Community
Development Manager
West Virginia University
(304) 254-4520
Corey.Lilly@mail.wvu.edu



Downtown Blacksburg, SC

Destination Branding

Once a great train depot town started by the Blacks Brothers, Blacksburg's rich history just needed a little dusting off—and in perfect time for the Overmountain Victory National Historic Trail, which will run right through downtown. Blacksburg's downtown revitalization needed a visual brand to match this excitement, and DbD rose to the challenge by developing a modern and engaging twist on the town's original Iron City name along with a streetscape small area plan. The brand logo embodies the toughness of a centuries-old rail town that is steamrolling forward. Blacksburg is fortunate to have a catchy and distinct nickname that differentiates it from its peers, and the new brand logo will help to further leverage this asset.



Downtown Concord, NC

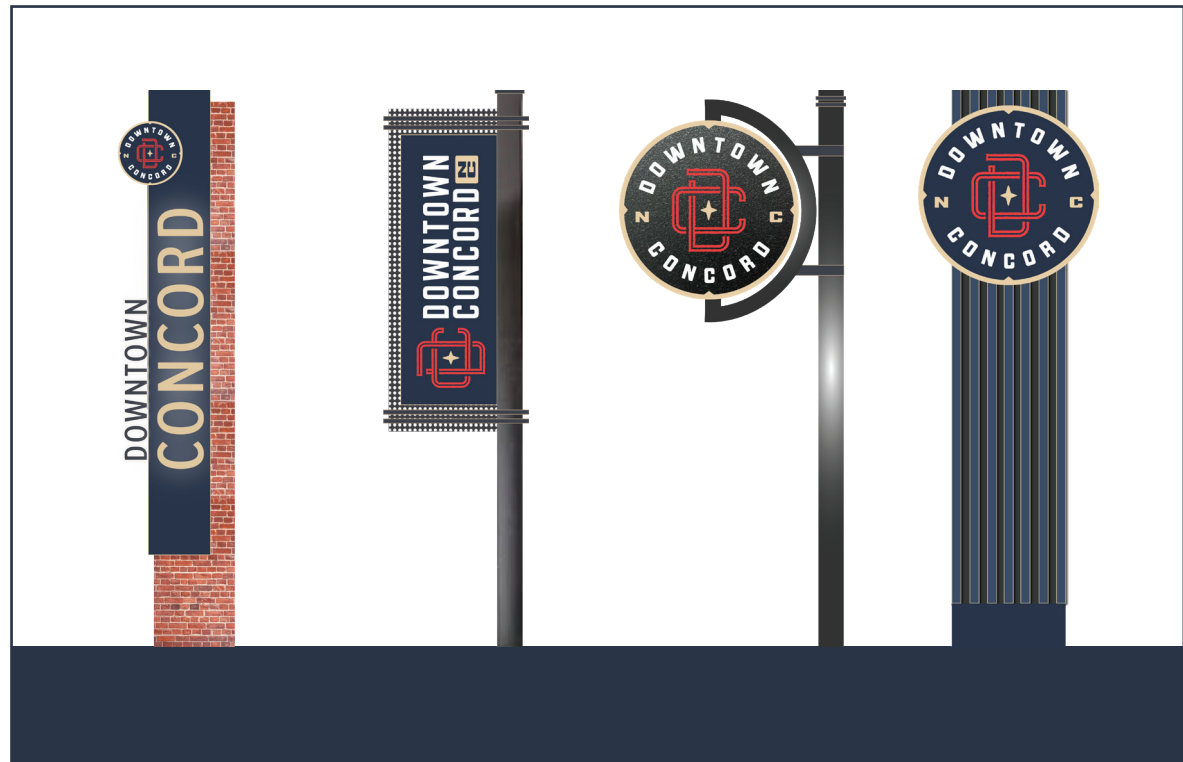
Destination Branding, Community
Engagement, & Wayfinding

DbD recently completed a new Brand Identity for the Concord Downtown Development Association to coincide with a massive streetscape redevelopment and main Street revitalization project. Our brand research and engagement for this project spanned the course of many months and ultimately landed on the concept, Harmony on Union, a unique tagline which ties their primary downtown thoroughfare back to the historic origins of the City's name and foundation as a community location of harmony and commerce.

LINKS



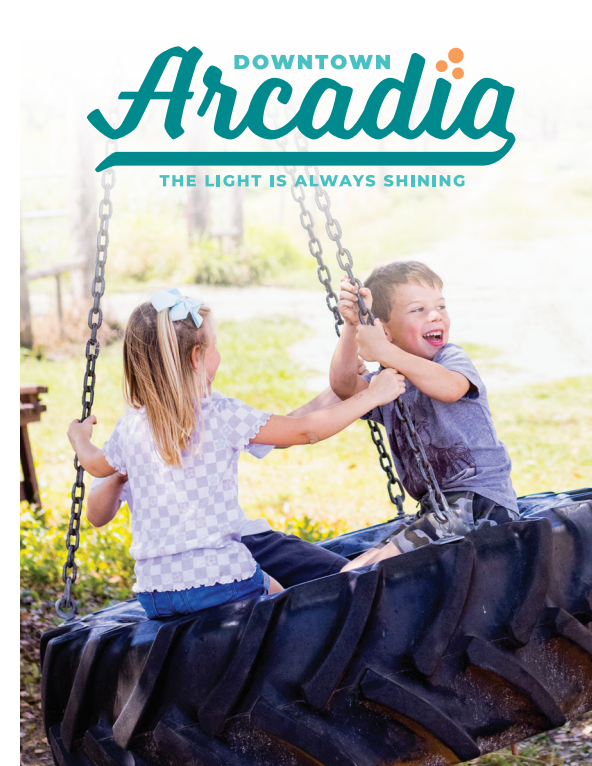
[Click to Brand Guide](#)



Downtown Arcadia, FL

Destination Branding

Arcadia, Florida is a charming inland destination boasting miles of distinct historic architecture and along its Downtown Streets. They needed an identity that would distinguish the Town from larger, coastal communities and help promote the downtown district as a desirable destination for both visitors and residents of DeSoto County, Florida. Destination by Design worked with Arcadia Main Street representatives to design a Visual Brand Identity that supports their goal of making downtown Arcadia a year-round destination for all to enjoy by encouraging arts, culture and a good mix of prosperous businesses. Spanning the banks of the Peace River, the Town of Arcadia chose to focus on a visually distinct bridge as the centerpiece of their new logo, with the tagline “The Light is Always Shining” echoed in the mark’s bright lamp posts.



Ithaca, NY

Neighborhood Branding

Ithaca, New York is known as a college town, a haven for artists, and a destination for outdoor recreation: in other words, a perfect canvas for our brand designers and place strategists to partner with Visum Development Group, an innovative NY-based real estate investment company and developer of Ithaca's Neighborhood of the Arts (NOTA).

Through visual identity creation and brand strategy, Destination by Design created the aesthetic to empower NOTA with an identity and future brand direction to accomplish just this. Perhaps something vintage-inspired, yet memorable, fun, and ultimately approachable will give new vibrancy to the community.



Visit Hickory, NC

Destination Branding

Nestled between the Blue Ridge Mountains and the bustling piedmont, Hickory Metro combines small-town warmth with metropolitan amenities. In partnership with the Hickory Conover Tourism Development Authority, DbD has been instrumental in redefining the Hickory brand, creating a welcoming identity that showcases its vibrant community and boundless opportunities. From family-friendly activities and gourmet dining experiences to top-notch sports facilities and expansive outdoor spaces, Hickory offers an ideal blend of relaxation and adventure. Our efforts highlight the area's cultural vibrancy, connectivity, and appeal as a central hub for business, leisure, and sports tourism, positioning Hickory as a dynamic destination for visitors from near and far.



Plainview, TX EDC Brand Marketing

Economic Development Branding,
Marketing Plan, and Community
Engagement

Plainview, Texas, a community deeply rooted in the heritage of the Llano Estacado, sought a bold, future-focused brand to drive economic development and position the city as a competitive destination for business growth and investment. Through our collaborative, research-driven approach, our creative team developed a comprehensive branding strategy that honors Plainview's strong agricultural and industrial legacy while embracing modern opportunities for commerce, entrepreneurship, and workforce attraction.

The result is a unified, dynamic brand that strengthens Plainview's economic positioning, supports business recruitment and retention, and reinforces the city's reputation as a welcoming and forward-thinking place to live, work, and invest.



McDowell County, NC

Destination Branding, Marketing Plan, Content Creation, and Social Media Creation

Destination McDowell is a 15-year visionary strategy, masterminded by the McDowell County Tourism Development Authority, aimed at skillfully managing its capital infrastructure program through strategic decision-making and investments. Through an extensive, year-long collaboration with local businesses, government officials and staff, residents, and tourism partners, the plan harnesses the diverse geography of McDowell County – from high peaks to river valleys – to enrich the visitor experience. Recommendations include innovative public venues, streetscapes, expansive trail systems and more, fostering downtown revitalization and outdoor adventure.

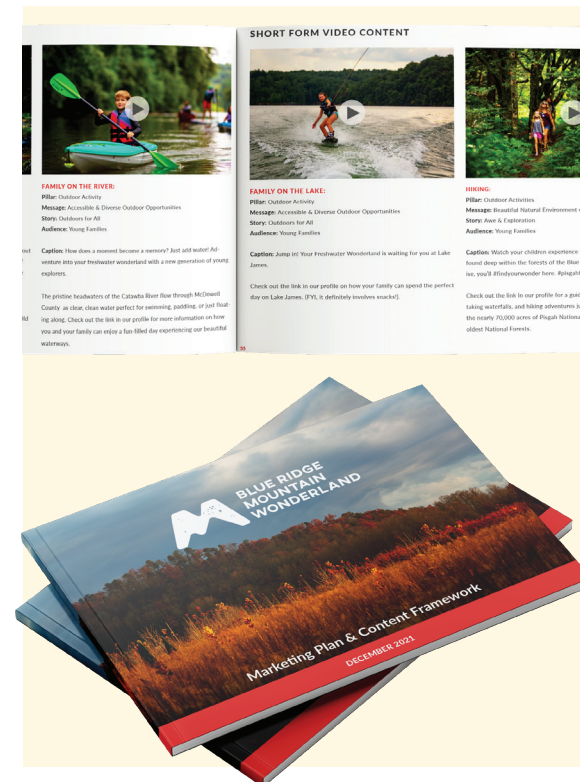
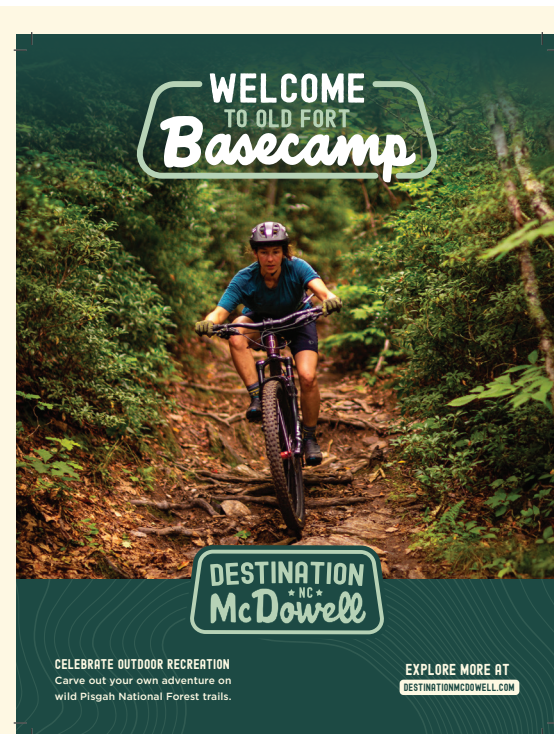
LINKS



[Click to Project](#)

REFERENCE

Shannon Odom
Executive Director
McDowell County
Tourism Development Authority
(828) 668-4282
execdirector@blueridgetravelers.com



City of Cleveland, TX

Municipal Branding, Brand Strategy, Logo, Messaging, and Community Engagement

Cleveland, Texas—a growing community at the edge of the Texas Piney Woods—sought a unifying brand to strengthen local identity, promote outdoor recreation, and position the city for long-term economic growth. Through an inclusive, research-driven process, we developed a strategic brand platform that reflects Cleveland's welcoming spirit, bold vision, and deep-rooted pride.

The "All Paths Lead Home" brand captures the warmth of small-town life while highlighting Cleveland's access to nature, resilient character, and entrepreneurial momentum. Drawing inspiration from its railroad heritage and cultural diversity, the brand evokes a powerful sense of belonging—anchored by the city's historic downtown, family-focused values, and proximity to Sam Houston National Forest.

The strategy now serves as a foundation for community storytelling, tourism marketing, and business attraction—equipping Cleveland with a distinctive identity that honors its past while confidently embracing the future.



Bath County, VA

Destination Branding, Marketing Plan, Campaign
Photography, & Community Engagement

From adventure to relaxation, the County of Bath envelops you in diverse encounters. With a fusion of historical charm, tranquil beauty, and excitement, Bath offers something for everyone. In collaboration with Visit Bath County, DbD has contributed to positioning Bath as a premier destination nestled within the Allegheny Mountains. Our joint effort has shaped an identity that preserves the ageless charm of the rejuvenating springs, an attraction that has captivated explorers for generations, and encapsulates the heart of a place where nature restores both body and soul.

LINKS



[Click to Project](#)



City of Aiken, SC

Agency of Record, Website, Destination Brand & Marketing Campaign

Nestled in the heart of South Carolina, Aiken is a captivating city that seamlessly blends history, charm, and modern vitality. With roots dating back to the early 19th century, Aiken is steeped in equestrian heritage, cultural diversity, and a strong sense of community—a city where visitors can explore picturesque trails, boutique shopping, diverse culinary delights, and rich history. Destination by Design (DbD) is helping shape Aiken's competitive tourism future through an inclusive brand strategy, visual identity refinement, and extensive marketing initiatives, including the development of a new website (VisitAikenSC.com), commercial content and creative production, and a comprehensive digital marketing campaign plus print advertising. These efforts have resulted in a 250% increase in web traffic, demonstrating the power of a strategic, well-executed tourism marketing approach in driving engagement and visitation.

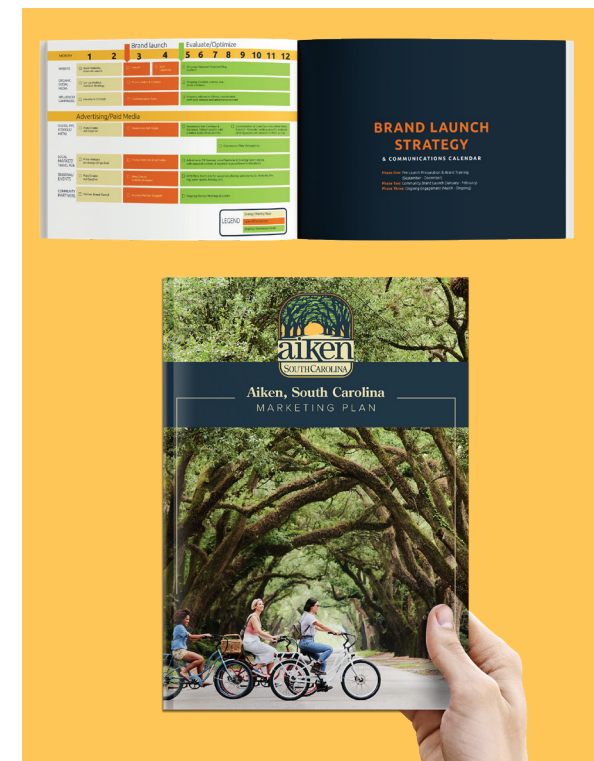
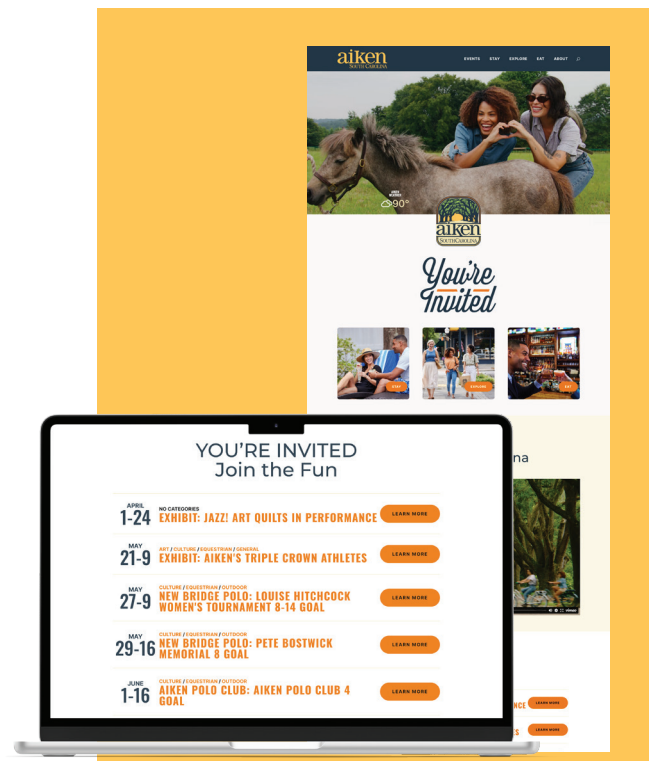
REFERENCE

Eric Gordon
Tourism Manager
(803) 679-0012
egordon@cityofaikensc.gov

LINKS



Click to Website



Downtown Manteo, NC

Branding, Wayfinding, & Community Engagement

DbD helped the Town of Manteo, NC to develop a brand identity for its historic downtown Main Street area. Although part of Dare County, and adjacent to the famed Outer Banks, our research determined that Manteo was in need of a distinct identity that would set them apart from this popular coastal destination. They needed to create a destination brand all their own by embracing their historic walkable downtown, wayfaring heritage, and friendly, leisurely vibe. The resulting logo mark and brand concept, Meet Me in Manteo, perfectly encapsulates this.

REFERENCE

Melissa Dickerson

Town Manager

Town of Manteo

(252) 473-4112

mdickerson@manteonc.gov

LINKS



[Click to Project](#)



Downtown Boone Brand

Downtown Branding

Located in the heart of the North Carolina High Country, and one of the top leisure destinations in the state, Downtown Boone never had a visual identity to call its own. To effectively capture the imaginations of locals and visitors alike, this new brand needed to exemplify exactly why people love Downtown Boone so much. Extensive community involvement resulted in a fun, soulful expression of Boone's easy-going, mountain vibe at 3,333 feet in elevation and the perfect tagline. After all, everyone can "Live it Up" in Downtown Boone. After providing renderings and recommendations for a mural in downtown, the project culminated with a fun-filled mural reveal.

LINKS



[Click to Project](#)



Let's Get
Started.



828-386-1866

zach@dbdplanning.com

Monday-Friday
9:00am-5:00pm

The City of Hattiesburg

Brand Identity Development & Design Proposal

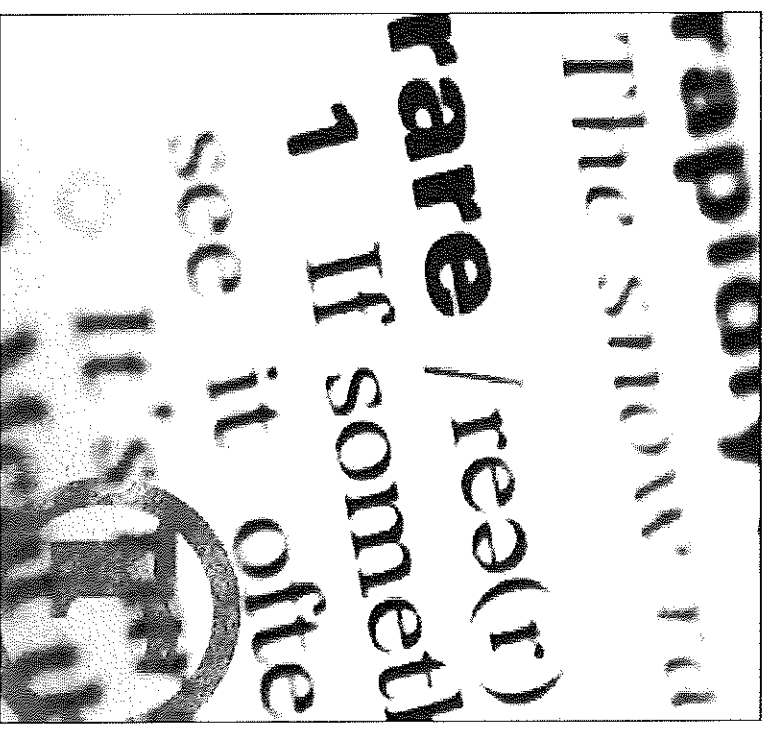
RARE

/ree(r) / | adjective

rarer; rarest

1 seldom occurring or found : UNCOMMON

2 DISTINCT from the ordinary



"We need - more urgently than architectural utopias, ingenious traffic disposal systems, or ecological programmes - to comprehend the nature of citizenship, to make serious imaginative assessment of that special relationship between the self and the city; its unique plasticity, its privacy and freedom."

- Jonathan Raban

Mayor Barker and Team,

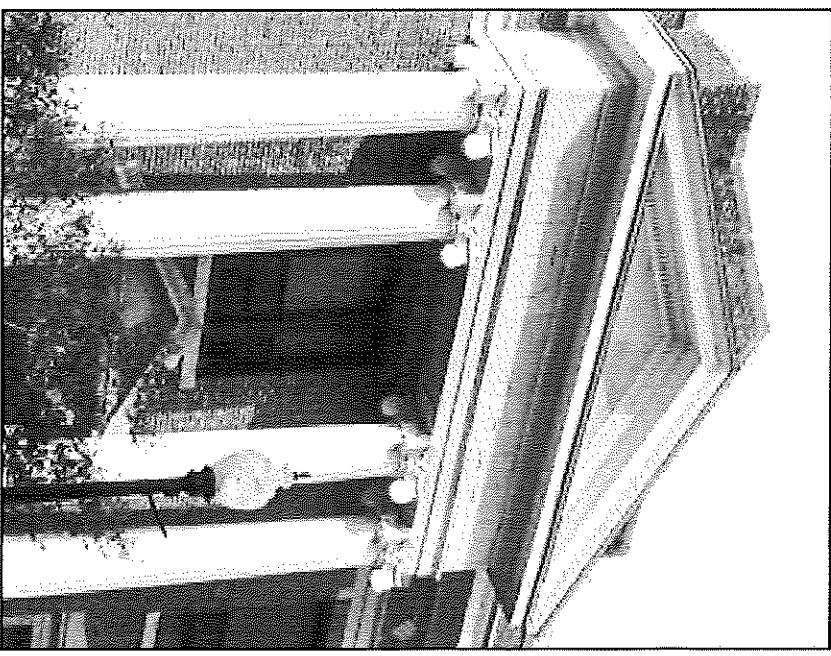
We are incredibly excited for the opportunity to support you guys as you enhance the brand of the City of Hattiesburg. As an organization that chooses to be headquartered in the downtown streets of Hattiesburg, MS, we at RARE Design know what it is like to love our own city.

In an age where organizations are often haunted by the insatiable desire for the next best thing, cities bring an inherent level of stability. They are filled with people who could tell stories for ages. Stories of triumph and defeat. Stories of great pride and regretful shame. Refusing to compromise, our city stands as a pillar of culture.

These irreplaceable tenets of society stand whispering their resonance to all who are open to listen. We are excited for the opportunity to partner with you as we rediscover and release the timeless story being told by our own city.


Ethan Manning
Creative Director


Ben Jones
Account Director



What's Inside

The Situation

Who is RARE?

- Our Story
- Our Trusted Partners
- Our Belief
- Our Approach
- Our Team

Qualifications + Capabilities

Client References

Our Work

The Proposal

Our Reach



rare

The City of Hattiesburg

June 12, 2025

www.rare.design | hello@rare.design

RARE Design

127 Buschman Street
Hattiesburg, MS 39401

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hello@rare.design



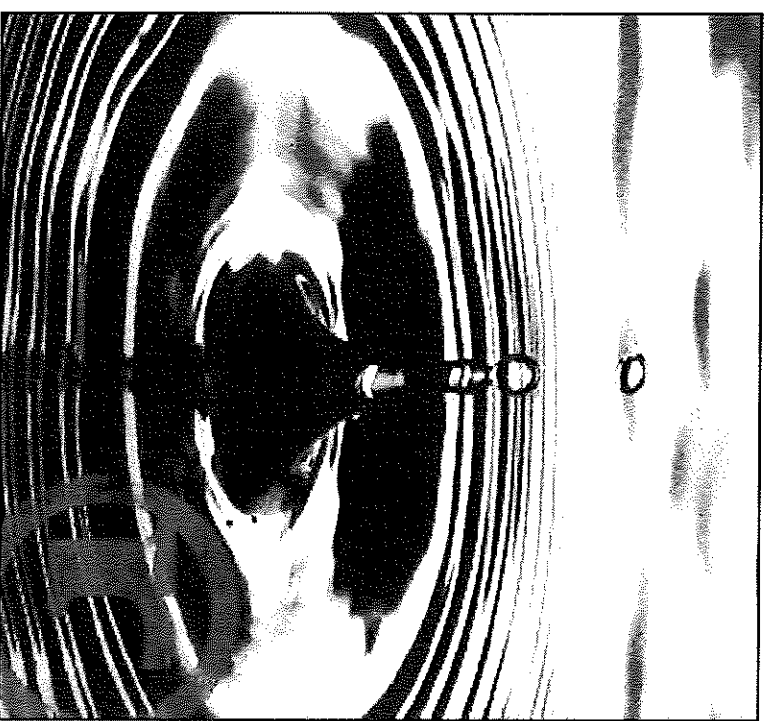
The RARE Story

Every action has an impact. A ripple effect. Our founder called it reverb, the undeniable reach of our actions.

For over 25 years, RARE Design has been a creative ally to brands and teams across the globe.

A boutique firm nestled in a reimagined industrial bakery building in South Mississippi, RARE is a testament to the power of distinct design. RARE was founded in 1999 by former Nike team sports and basketball designer Rodney Richardson—a gritty, original, and insightful brand builder whose passion for story continues to inspire our team, our clients, and the communities we serve.

Founded on a simple, story-based approach that celebrates the wonder of brand, RARE is more than a creative agency. It's a rebellion against the ordinary. It's a mission to illuminate the best in every brand. It's a battle cry that reflects the immutable values of our founder. Be different. Be daring... **Be RARE.**



Our Trusted Partners



VISITHATTIESBURG



Our Belief

Our belief is simple and driven by story. Brand consists of two bedrock truths: impactful, resonant philosophical foundations AND powerful, compelling visual executions.

Equally important, these truths must be approached with care and intentionality. Carefully elevated to their rightful place.

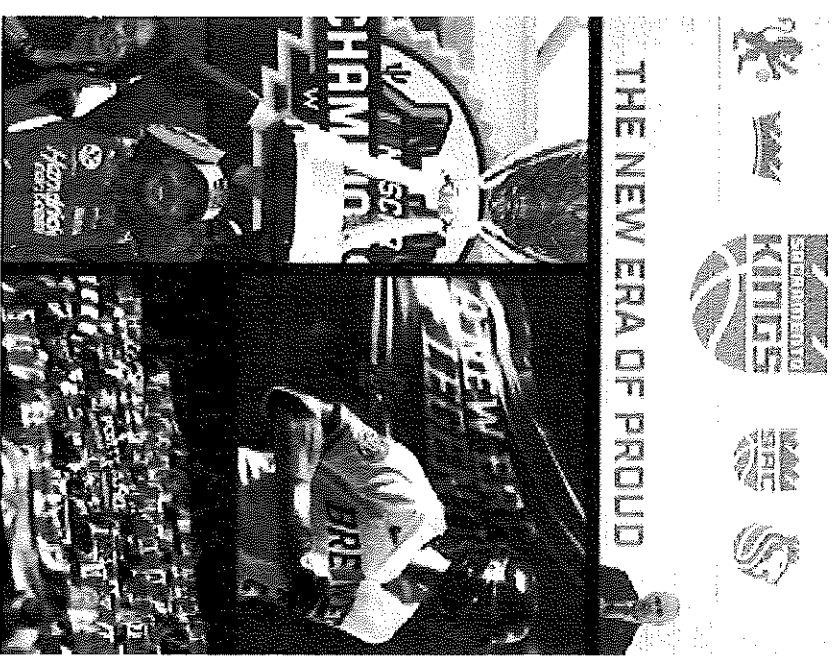
These truths guide the audience on a journey towards the magic that happens when hopes, dreams, and expectations become reality.

An organization's philosophical identity is its system of unique, undeniable beliefs. Philosophical identity galvanizes culture, establishes audience connection, and drives organizational growth.

Visual identity, then, is the outward expression of inward beliefs. All of its elements—the logos, graphics, colors, materials, typography, image style, and composition—should work together to explicitly and subliminally communicate the values and personality of the organization.

A visual identity is the natural product of a clear understanding. It must be managed with great diligence and consistency. The world is big and noisy. There are constant interruptions and relentless attempts to grab attention. Brands that last are the ones that have the clearest understanding of who they are and can cut through the clutter to connect with their audience.

Know your story. Then make your story known.



Brand Is...

...hard to define. Like a garden, its beauty and benefit are the result of the countless relationships between root and soil. It needs to be cultivated. Brand is not something that you can touch, but rather something that must be felt. It is the experiences you generate and the emotions you demonstrate. It is your values and it is your beliefs. It is the good you intend and the bad that you don't. It is the culmination and expression of all that you are.

Regardless of the definition...the impact of brand is... ***undeniable.***



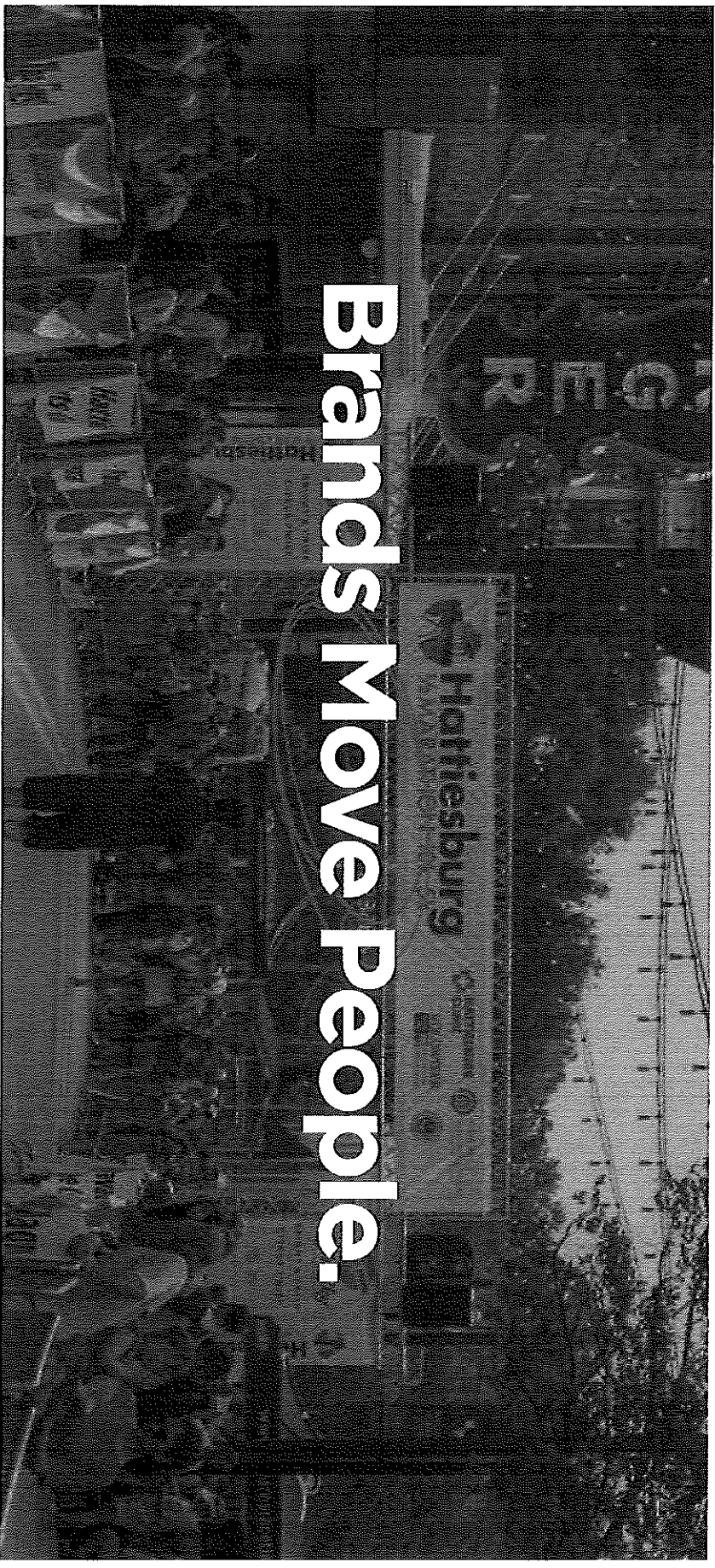
At RARE, We Believe that brands...

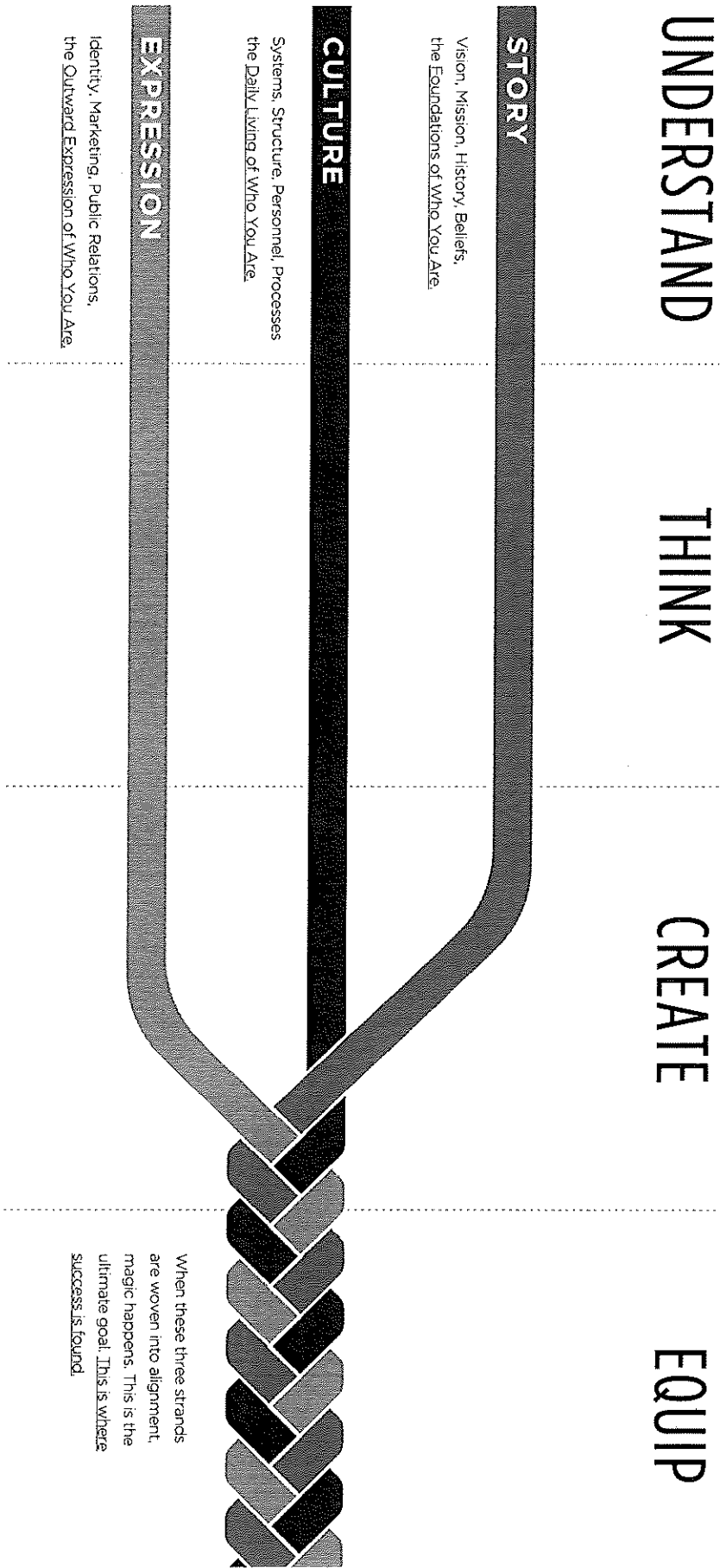
UNITE organizations around common beliefs
EMPOWER them to do great things, and
COMPEL an audience to action.

Or simply put...



Brands Move People.



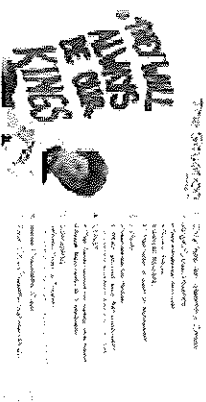
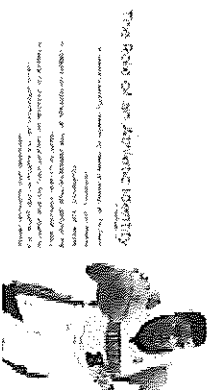
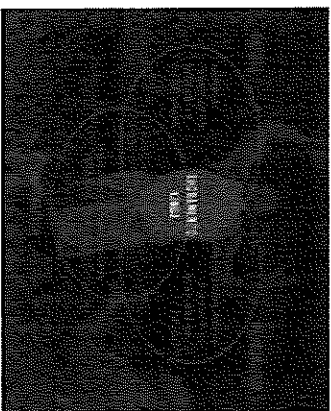


1

Understand

Discovery Phase

We have to find your story and identify what makes it unique. We meet with key stakeholders, leaders, employees, etc., and ask lots of incisive questions. We then dive into our in-depth research process. This is where we learn and soak up every detail about the legacy, mission, vision, audience, and any other key considerations for the project.



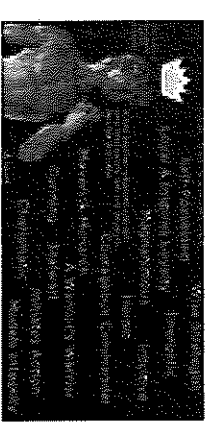
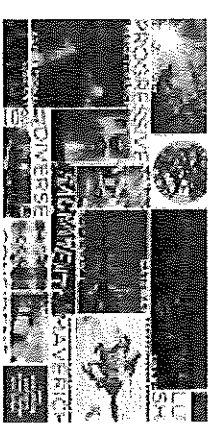
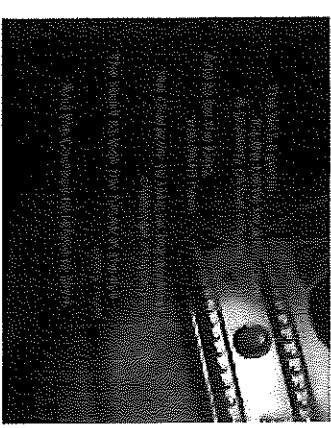
- ## DELIVERABLES
- DEFINE THE AUDIENCE
 - ESTABLISH VALUES & KEY CHARACTERISTICS
 - DEFINE THE ROLES OF THE ORGANIZATION

2

Think

Strategy Phase

From our understanding, we define the organization through clear characteristics and positioning. At this point, you will have a unique philosophical brand that is the foundation for everything that comes next.



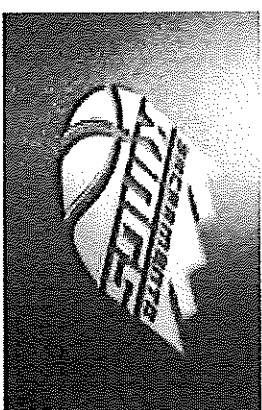
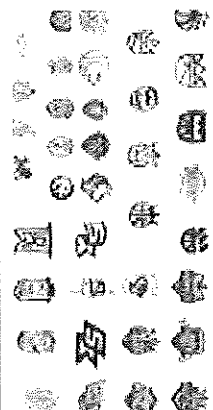
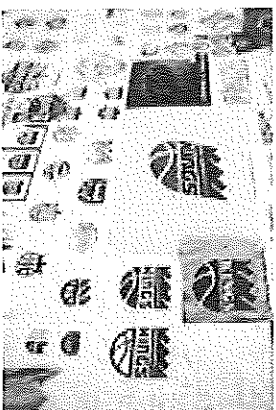
- ## DELIVERABLES
- POSITIONING AND TAGLINES
 - CORE MESSAGING DEVELOPMENT

3

Create

Concepting & Creation Phase

Then, we create the visual representation of the brand – the manifestation of its unique identity. This includes logos, type, wordmarks, and a host of other things contextualized for each project.



DELIVERABLES

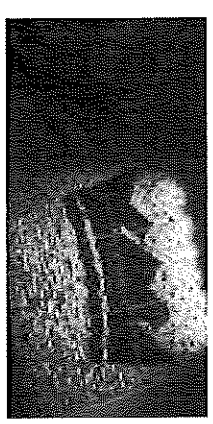
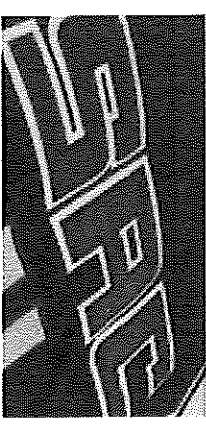
- BRAND IDENTITY LOGO ECOSYSTEM
- TYPOGRAPHY SYSTEM
- COLOR STORY, PALETTE, & RATIOS
- GRAPHIC ELEMENT, PATTERN, & VISUAL LANGUAGE

4

Equip

Brand Management & Delivery Phase

To realize its potential, the brand must be managed with great care to ensure it remains pure & meaningful. If consistently applied over time, clear brand application is the most powerful marketing tool you'll ever employ.



DELIVERABLES

- COMPREHENSIVE BRAND GUIDELINES BOOK
- PHOTOGRAPHY / VIDEO GUIDELINES (INCLUDED ABOVE)
- PHILOSOPHICAL BRAND GUIDELINES (INCLUDED ABOVE)
- KEY MESSAGING USAGE GUIDELINES (INCLUDED ABOVE)

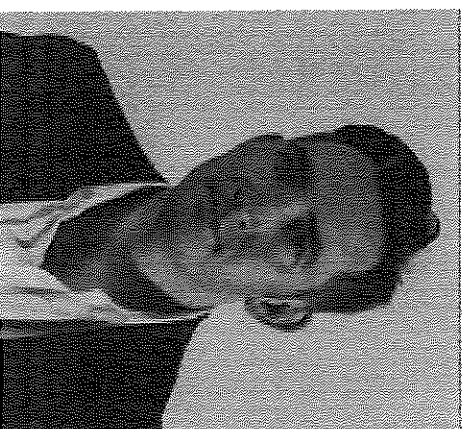
Meet the Team

At RARE Design, our people are our strength. Devoted to the success of others, our team works tirelessly to deliver solutions that make our clients and their audiences proud. Our team is creative, energized, and servant-hearted.

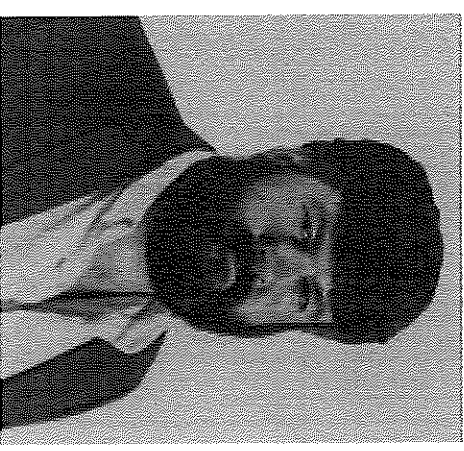
Anchored by Creative Director Ethan Manning and Account Director Ben Jones, RARE thrives in the face of challenges.

Ethan Manning is the Creative Director at RARE. He has worked in various roles in the past including Art Direction, Senior Design, Production Design, and Digital Media Direction. Ethan leads our creative team to develop strong visual strategies, languages, and systems. He helps delegate brand positioning and strategies to the team in order to execute solid brand expression for RARE's clients.

With a background in operations and training, Account Director Ben Jones easily connects with clients and develops trust that allows him to advocate for their best interests. A natural storyteller, Ben loves connecting with clients. Through the development of relationships and strategies, Ben serves RARE and its clients to the highest degree.



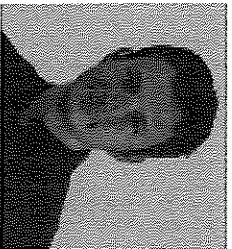
Ethan Manning
Creative Director / Principal Designer



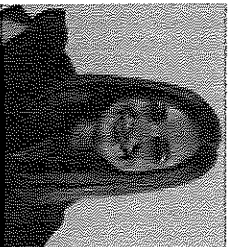
Ben Jones
Account Director / Brand Strategist



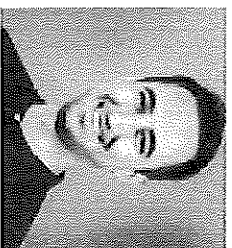
Lindsey Wilcox
Financial Director



Harry Richardson
Brand Designer



Sydney Beech
Brand Designer



Tyler Fonville
Senior Art Director /
Senior Brand Designer



Client References

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Chairman & CEO
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JAN COLLINS

VP of Communications & Government Affairs
SOUTHERN PINE ELECTRIC
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What We Do

Good help is hard to find.

True, inspiring, resonant stories are few and far between. The magic isn't in the doing—it's in the being, the knowing, the belief.

RARE Design comes alongside story-seekers to discover, articulate, and empower their brand.

We build and cultivate relationships first; it's in our DNA. It's an ongoing exercise in empathy, creativity, and collaboration.

We burn the midnight oil, stoke the fire in our bellies, and create with reckless abandon—all for the good of our team and the clients and communities we serve.

Good help is hard to find, but it isn't impossible. Good help is RARE, and it's here for you.



RARE's Statement of Qualifications

The right agency partner is not an easy choice. There are many factors to be considered and each one deserves attention and care. At RARE, we recognize that good help is hard to find. And while we believe we have many qualifications that would make us the best agency partner for this project we are also humble enough to know when collaboration is necessary.

Brand Strategy & Philosophy

- Characteristics
- Values
- Roles
- Personality
- Tone/Voice
- Positioning
- Taglines
- Brand in Action
- Naming

Brand Visual Identity Development

- Identity & Logo Systems
- Typography System Design (Custom)
- Illustration
- Color Palette
- Graphic Styling
- Facade & Environmental Design
- Brand Guidelines
- Image Styling
- Brand Packaging Design
- Layout Design
- Team Sport Identity Design
- Uniform/Kit Design Strategy & Execution
- Brand Mark & Icon Design
- Seasonal Campaign Strategy & Art Guidelines
- Campaign Launch Strategy & Design Activation
- Social Media Design Strategy & Templates
- 3D Design & Activation
- Full-Scale Campaign Video Direction & Production
- Motion Graphic Design & Activation
- Front-End Web Design & Development

Asset Collection And Development

- Photography and Videography Directing, Capture, & Editing
- Digital and Print Collateral Development
- Digital Display Ad Design & Development
- Print/Digital Campaign Design & Development

Case Study Examples

Trust the team. Trust the work.

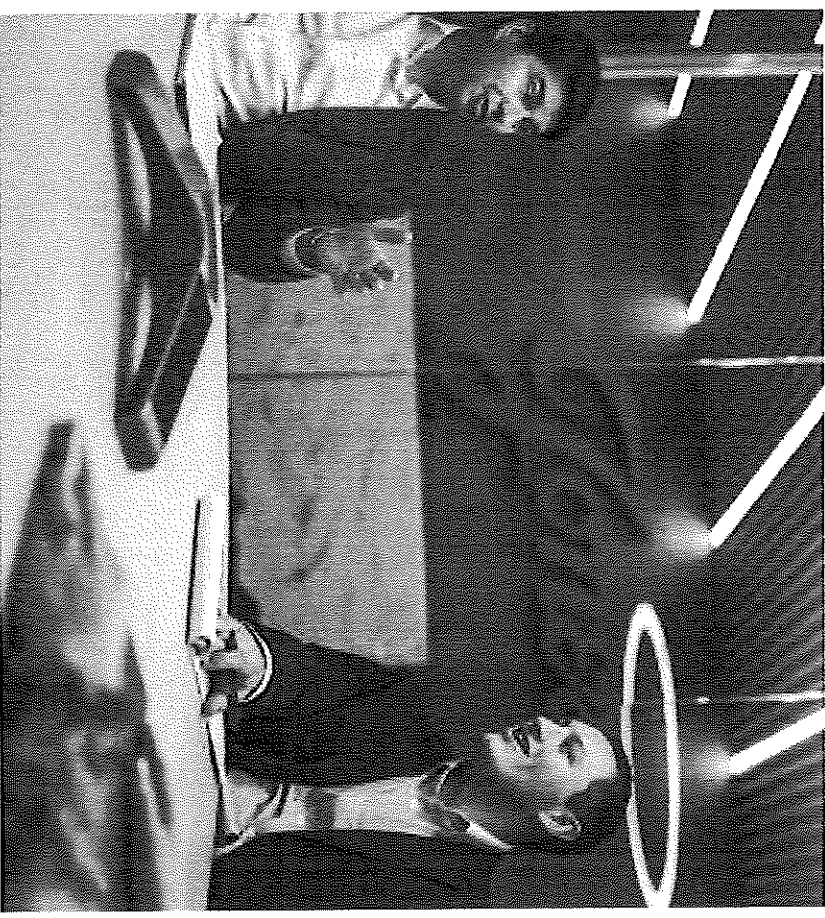
Jones Capital

As Jones Capital expanded its reach and refined its focus, the company sought to refresh its visual identity to align with its new direction. Not seeking an overhaul, yet desiring to enhance its visuals, Jones Capital sought a company to partner with to bring this alignment to life.

Jones Capital had long been a staple within the community of Hattiesburg and the surrounding area. With a nationwide footprint and a diverse portfolio of companies that spans several industries, Jones Capital needed an identity that showcased that. An identity that reflected the world-class operation that it was. It came to RARE Design.

- Develop clear and precise brand language & positioning to galvanize the fabric & set up the team for success in their rise to the U.S.
- Develop a strong & foundational brand identity that supports the organizations values & goals while also considering the deeply rooted landscape

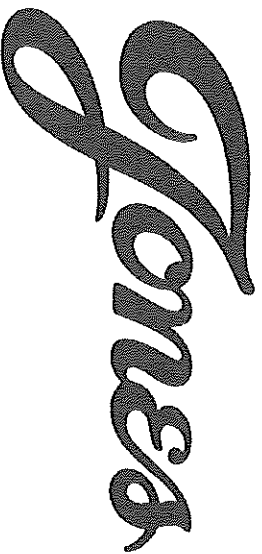
- Brand Identity
- Brand Strategy
- Philosophical Brand Realignment
- Logo System
- Uniform Design
- Brand Guidelines



Jones Companies | Primary Heritage Mark Updates & Redesign



BEFORE



AFTER

Jones Companies | Primary Identity System & Divisional Brand Identities

Jones

PRIMARY LOGO



ELLIPTICAL "J"



ISOLATED "J"

A Jones Company

THE "A" OF LOGO

ONE OF Jones

ONE OF JONES' LOGO

DIVISION BRAND LOGOS

Jones
LOGISTICS

Jones
POWER

Jones
LUMBER

PRIMARY LOGOS

Jones | LUMBER

Jones | LOGISTICS

Jones | POWER

SECONDARY LOGOS

Jones Companies | Kaleidoscope of Color Philosophical Narrative & Design Intent

The Kaleidoscope of Color

Jones Capital has a legitimate and long-held track record of starting, acquiring and building organizations of all sizes. Jones Capital also has a reputation of having and maintaining excellence in the culture and internal language of our business as a whole. The "One of Jones" initiative helps bridge the gap between the wide array of companies that Jones Capital has in its portfolio.

Jones Capital is taking a step further in the outward expression of its pursuit to unite all of the organizations and companies under the Jones Capital umbrella. The Kaleidoscope of Color is a tool that can be utilized to express unification and comradery within the Jones Capital portfolio of brands. It is also a tool that can be implemented within internal initiatives and campaigns. The Kaleidoscope of Color can also be used as an outward expression of the devotion and passion that Jones Capital has to its employees and the health of the many organizations that it holds.

The Colors

The colors in the Kaleidoscope of Color pattern represent the portfolio of brands that Jones Capital has acquired over the years. The colors also represent the diversity, people, talent and skills of portfolio of brands.

The Shapes

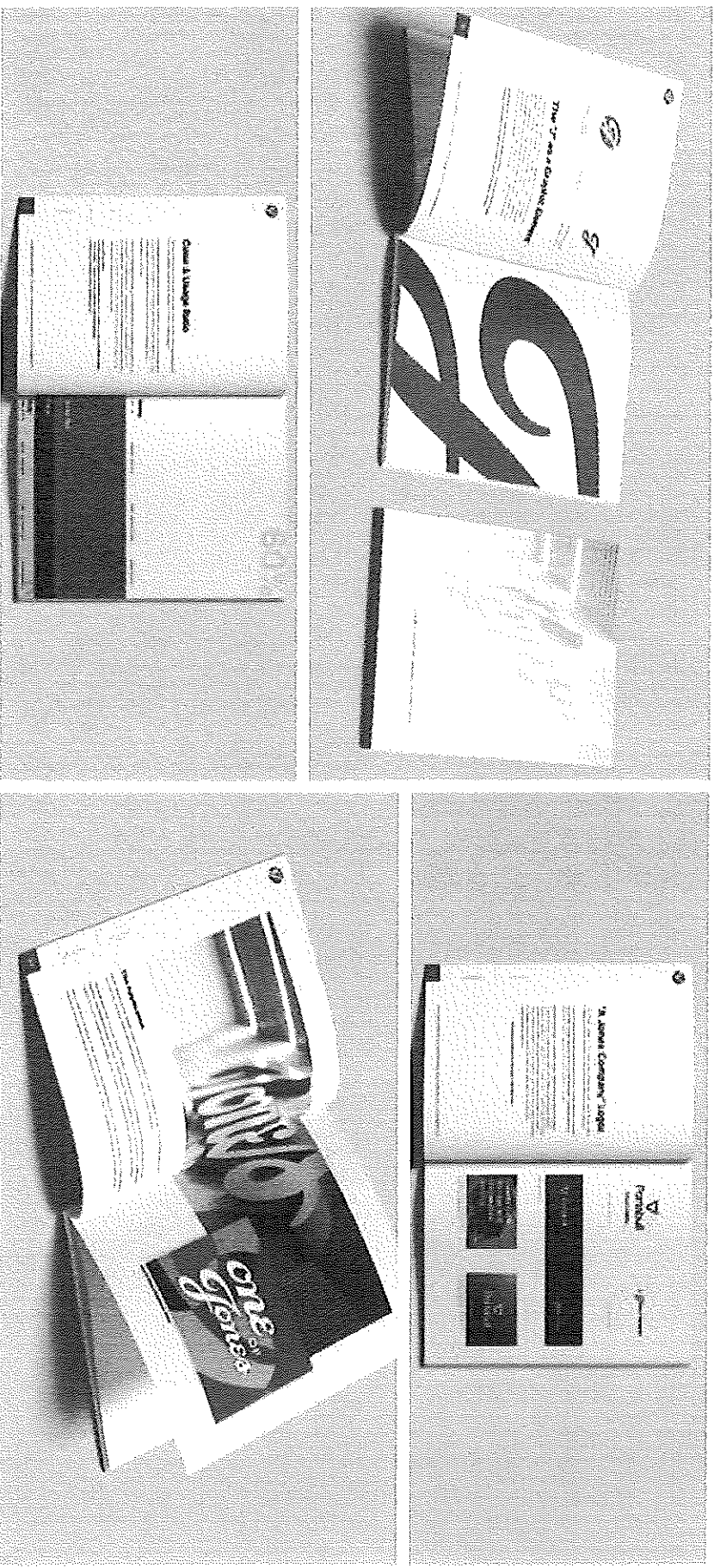
The shapes incorporated into the Kaleidoscope of Color were directly taken from the curves and points used within the Jones Capital identity. The overlapping shapes within the pattern convey the symbiotic relationship that the division and portfolio brands have with one another.

The Intent

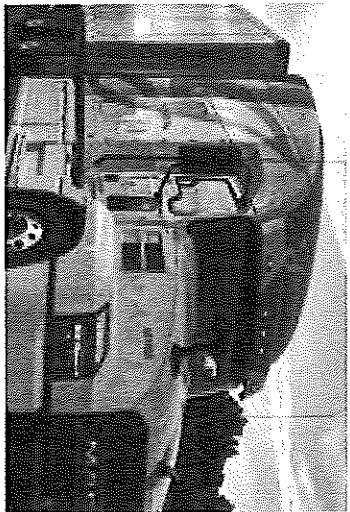
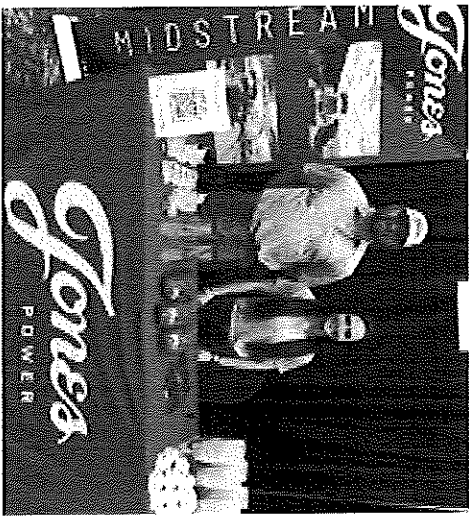
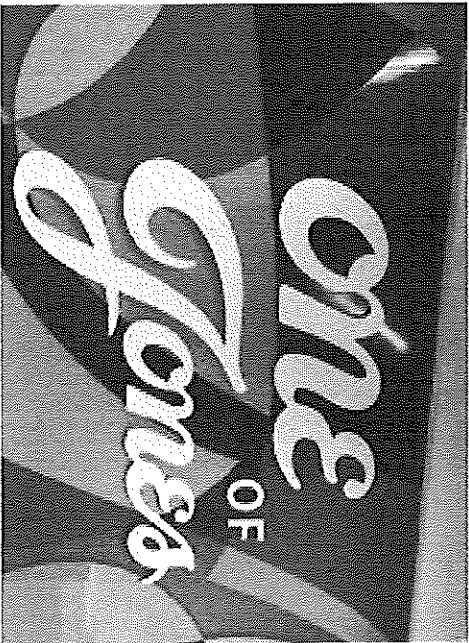
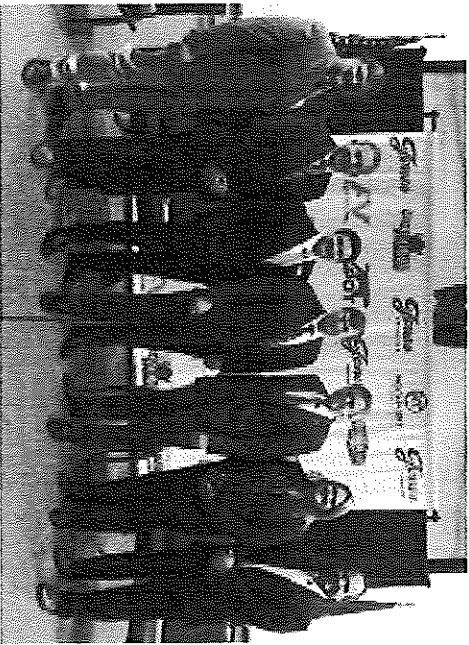
The intention of the use of the Kaleidoscope of Color is meant to build comradery, communication and relationship within the Jones Capital portfolio of brands. It is meant to be used as a strong internal tool to galvanize the mission and vision of Jones Capital.



Jones Companies | Comprehensive Brand Guidelines



Jones Companies | Examples of Brand Identity Expression



Visit Hattiesburg

As City Mayor, Toby Barker, once said, it carries the responsibility of “communicating the story” and as “creators of placemaking” for the city.

Visit Hattiesburg is one of the most important organizations that exists in the City of Hattiesburg. Uniquely responsible for listening to and understanding the residents of the city AND listening to and understanding its potential visitors, the task of VHB is real and present. With empathy and with the increased competition for attention, VHB sought to refresh its messaging and increase the consistency of its visual executions. Birthed from a belief that “Hattiesburg deserves the best.”

PROJECT GOALS:

- Refresh and reiterate the message and positioning for Visit Hattiesburg, as the voice and driving force for tourism in the city.
- Create a visual identity system and visual language toolkit for the Visit Hattiesburg team to utilize in the years going forward.
- Develop a variety of print and digital materials for brand activation across the city and events.

SERVICES PROVIDED:

- Philosophical Brand Realignment
- Visual Identity Refresh
- Digital and Print Design Production
- Environmental Design Production
- Photography & Video Direction & Production
- Comprehensive Brand Guidelines



Visit Hattiesburg | Philosophical Positioning

Positioning

Hattiesburg is a city like no other. A place where families begin and careers embark. It is a place with a rich history and a bright future. Underestimated, but never bothered. A hub of culture and a beacon of prosperity. A place of immense passion and unwavering pride.

"Welcome to all!" — Hattiesburg lifts her voice to those abroad. A safe haven to adventurers and entrepreneurs alike, the spirit of Hattiesburg weaves through the businesses of its lively city breathing life into the fabric of all that are fortunate to experience it. A life that is felt in the mind, the body, and the soul.

No matter the dreams. No matter the aspirations. No matter the background. No matter the history. Hattiesburg stands to support those on their journey.

We are a city that beckons to all ... Visit Hattiesburg: Where Life Happens.



Visit Hattiesburg | Primary Tagline & Image(s)

PRIMARY TAGLINE

WHERE *Life* HAPPENS.

SECONDARY TAGLINES

WHERE
Music
HAPPENS.

WHERE
Memories
HAPPEN.

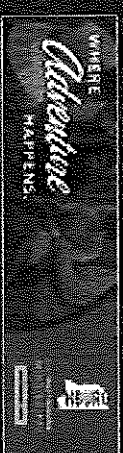
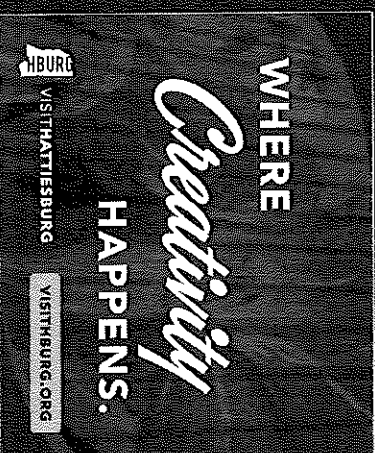
WHERE
Holiday
HAPPENED.

WHERE
Creativity
HAPPENS.

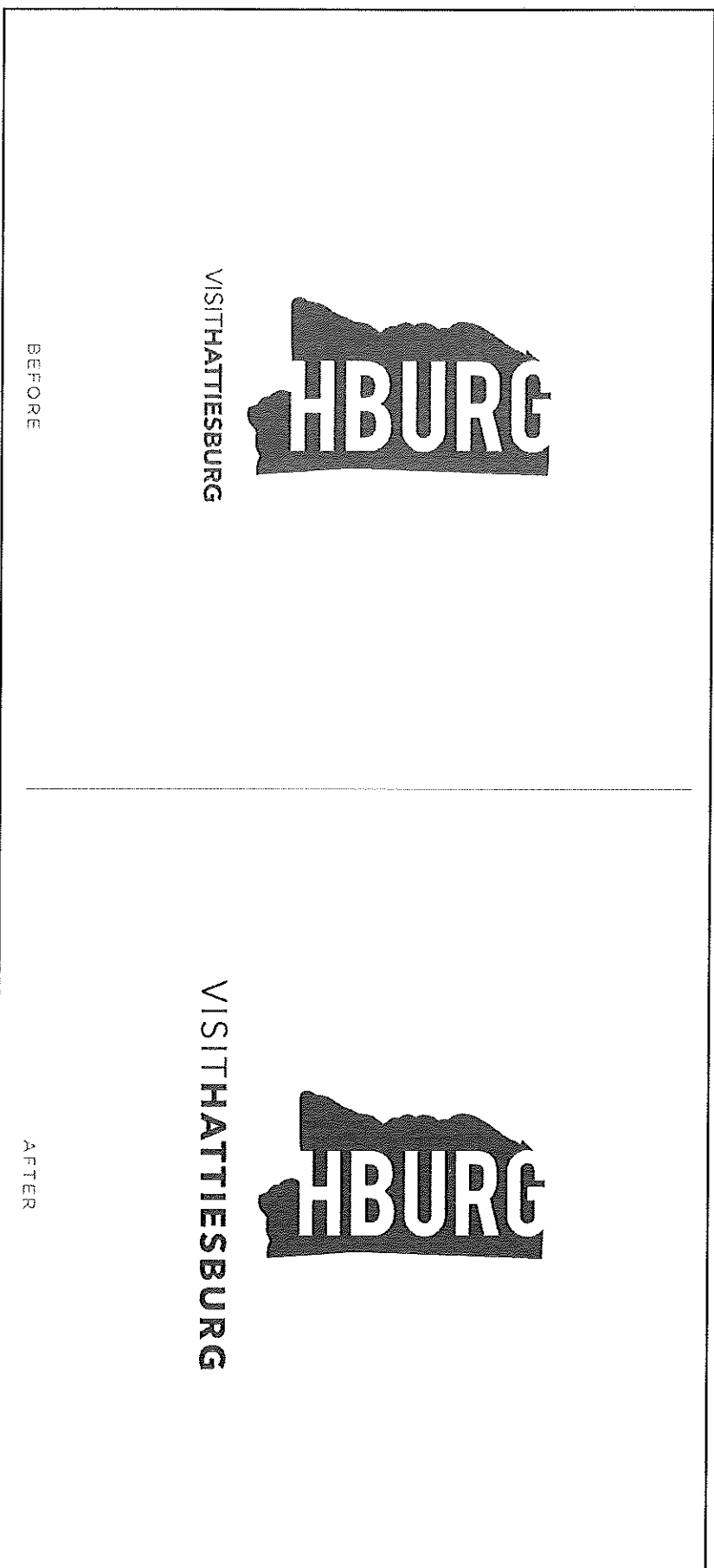
WHERE
Indulgence
HAPPENS.

WHERE
Adventure
HAPPENS.

TAGLINE USAGE EXAMPLES



Visit Hattiesburg | Primary Identity Refresh



Visit Hattiesburg | Identity Ecosystem



PRIMARY LOGOS



SECONDARY LOGOS



Visit Hattiesburg | Examples of Brand Expression



Sopro Brewing

Craft is the New Normal. As a prominent, young micro-brewery, Southern Prohibition was full of brewing potential. Seeking a brand that contrasted with the macro-breweries; strong enough to face them head on.

The beer was great. Consistently awarded at craft beer festivals for its innovative taste. But the brand needed something. With popularity and distribution increasing, there was a need for the brand to unify itself as it communicated to its new audiences. It sought an identity. On that was rooted in the unity of its values and one that encompassed its new endeavors. A brand that contained the right parameters, yet still allowed for creativity and expression. RARE Design was able to help.

- Rebrand and realign Sopro's characteristics, values, and positioning as the premier craft beer brewery in Mississippi.
- Create a versatile identity system and visual language for Sopro to be used for a wide variety of contexts [marketing, packaging, on-site]
- Create a packaging design system that considers the rich and vibrant illustration stylings that the brewery has identified with.

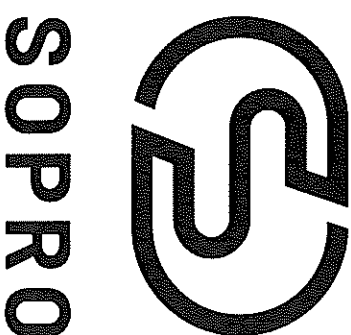
- Brand Identity
- Brand Strategy
- Philosophical Brand Realignment
- Logo System
- Packaging Design



Sopro Brewing | Primary Identity Refresh

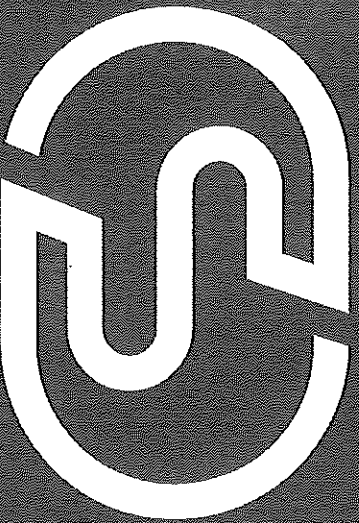


BEFORE



AFTER

Sopro Brewing | Identity Ecosystem



PRIMARY ICON



SOPRO

VERTICAL PRIMARY



SOPRO

HORIZONTAL PRIMARY



SOPRO

CAPSULE SECONDARY



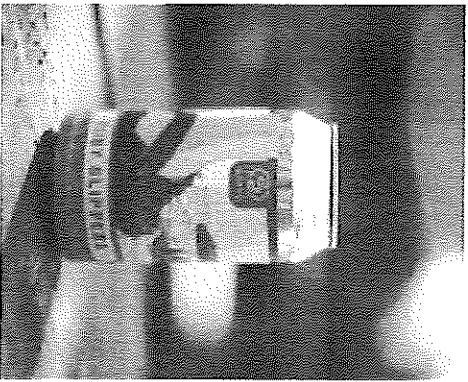
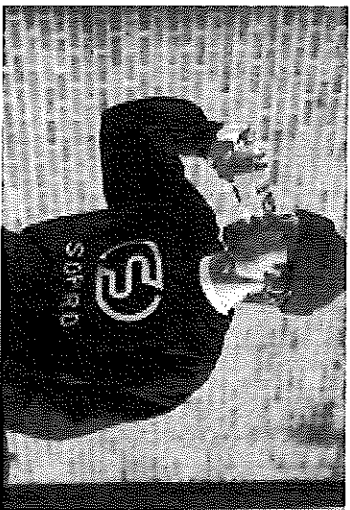
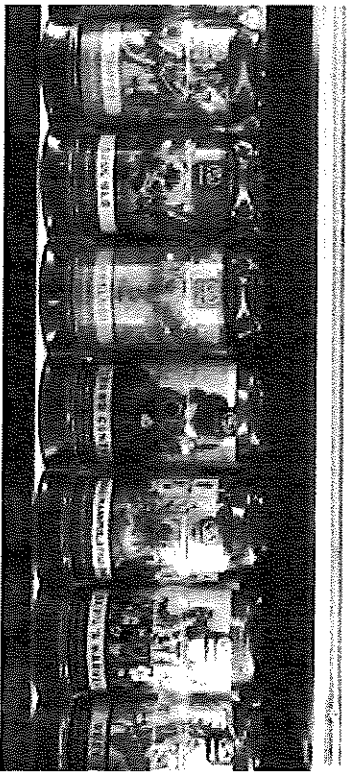
SOUTHERN
PROHIBITION

HORIZONTAL SECONDARY

Sogro Brewing | Can Packaging Design Template



Sopro Brewing | Examples of Brand Expression

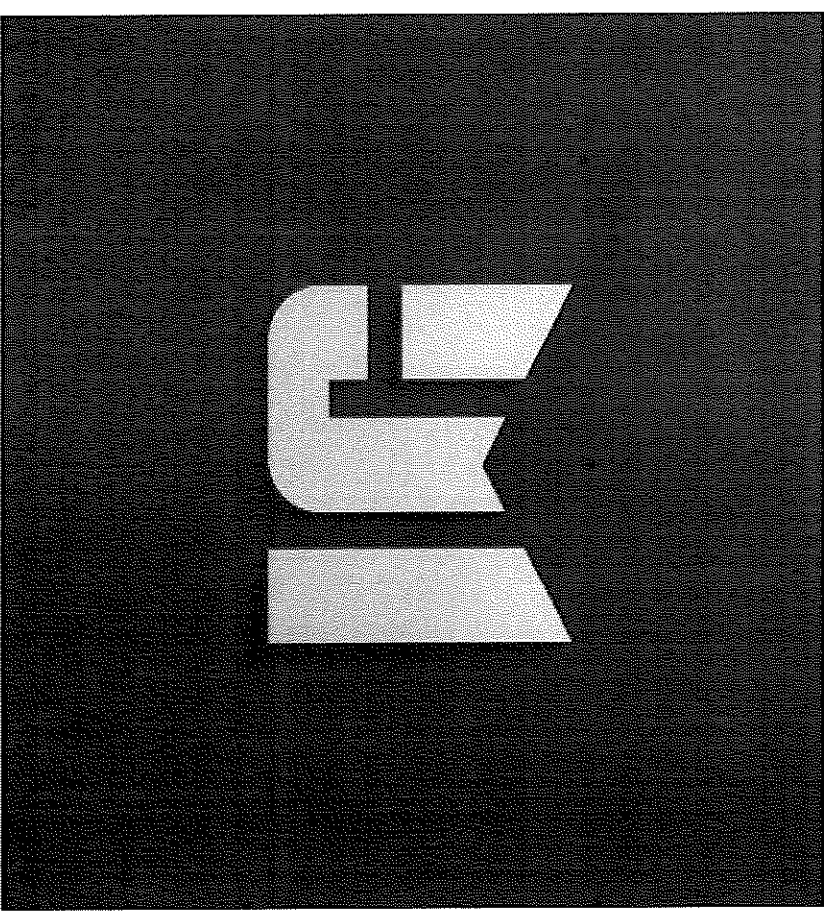


Jeff Martin Auctioneers

Jeff Martin Auctioneers is one of the fastest-growing live multi-purpose auction firms in the US. With aggressive growth came the time for an identity the matched the true strength of the company.

With multiple locations nationwide and an online bidding platform, Jeff Martin Auctioneers needed a refreshed brand identity to support its ongoing growth. The RARE team collaborated with Jeff Martin Auctioneers to establish a solid foundation for the company's future, crafting key philosophical messaging, core values, and more. A modernized, versatile identity system was developed, accompanied by comprehensive brand guidelines to help Jeff Martin Auctioneers seamlessly evolve as the business expands.

- Create a brand identity for Jeff Martin Auctioneers to compete with the highest-level auctioneers companies in the continental United States.
- Develop a strong and versatile identity ecosystem for JMA to utilize in every context of their organization (signage, website, marketing, auctioneering, etc.)
- Develop a set of comprehensive brand guidelines that showcase proper usage of the brand system.
- Brand Identity
- Brand Strategy
- Philosophical Brand Realignment
- Logo System
- Brand Applications



Jeff Martin Auctioneers | Philosophical Positioning

POSITIONING

When you enter the auction ring, we're right there beside you.

When you succeed, we celebrate.

When you win, we win.

IT IS about proven trust and intentional innovation.

IT IS about doing the right thing, all the time, without question, without hesitation.

IT IS about tireless service, a devotion to be better and shared success.

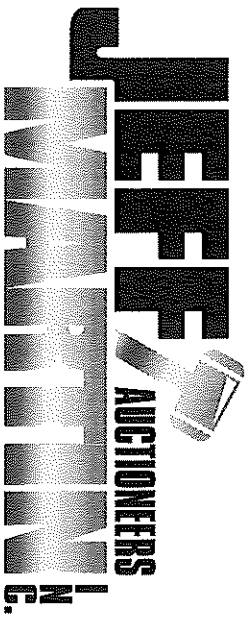
We celebrate and empower growth at every level—because what else would we do?

We work hard, do right, and leave it all in the ring...all for the people we serve.

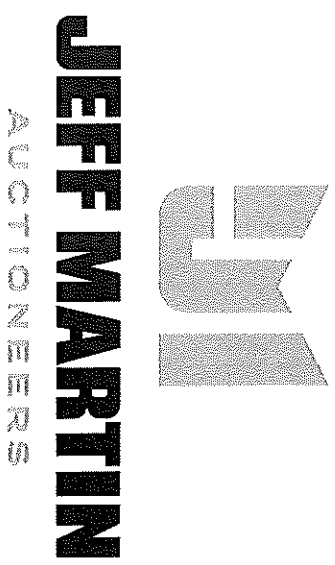
Jeff Martin Auctioneers...

SOLD ON SERVICE

Jeff Martin Auctioneers | Identity Refresh

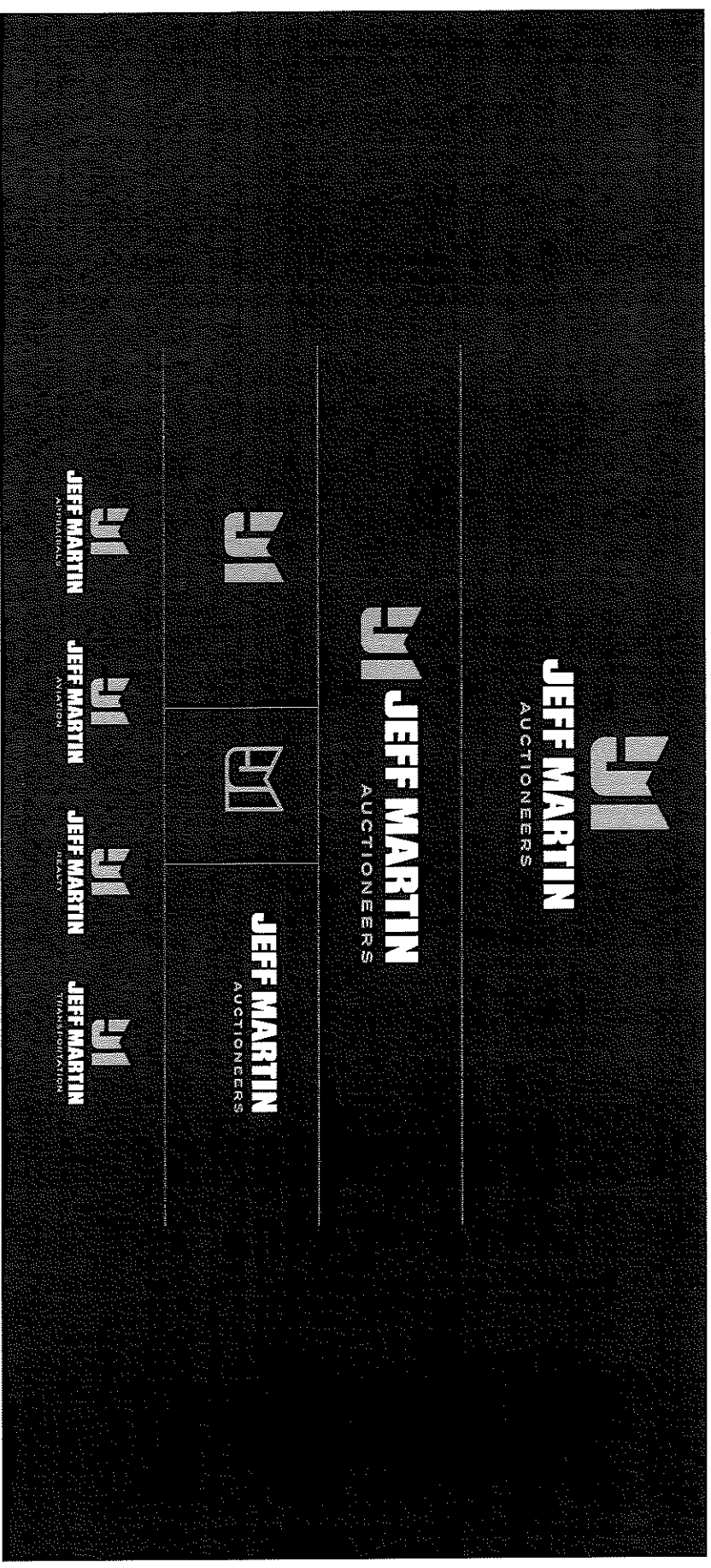


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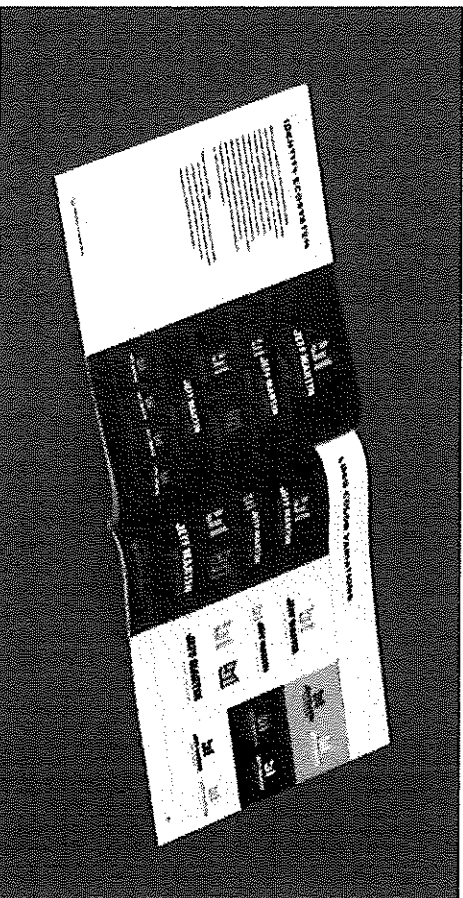
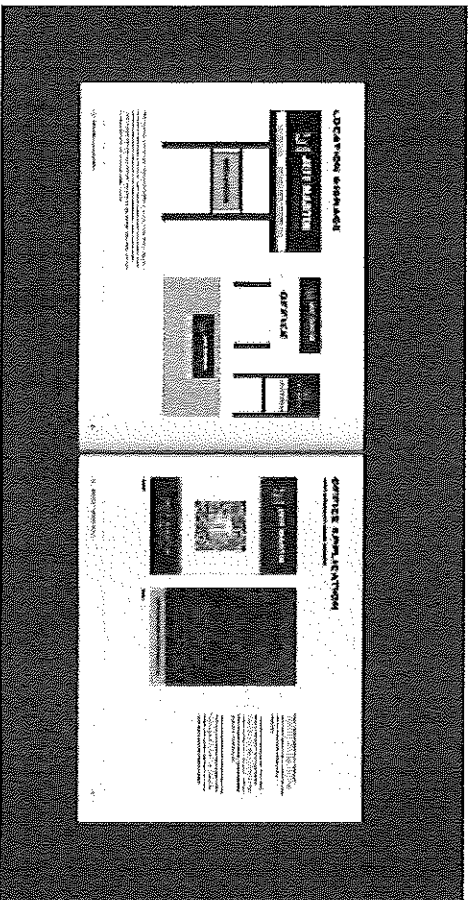
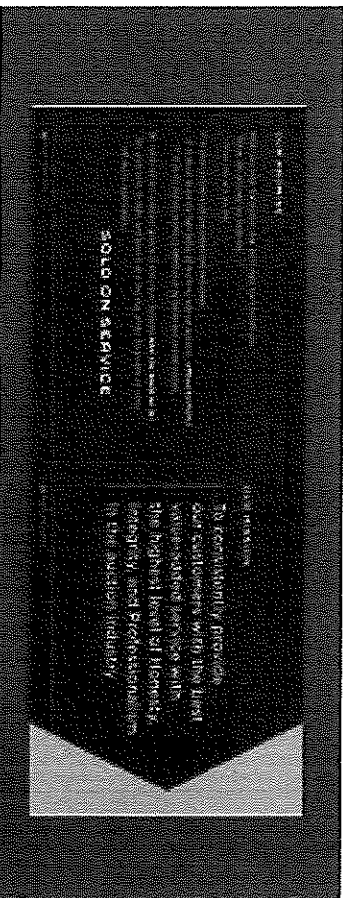
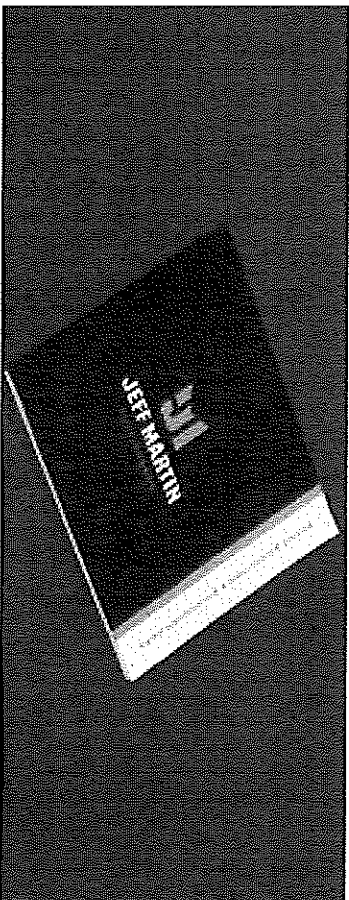


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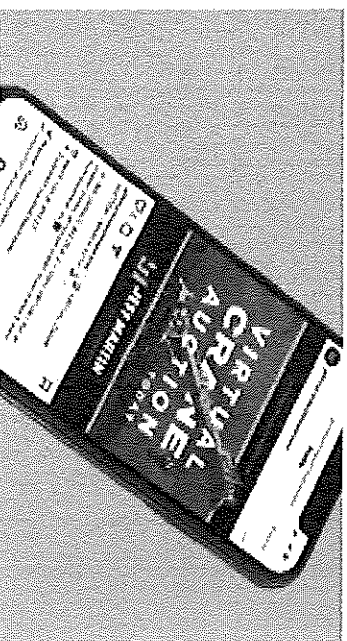
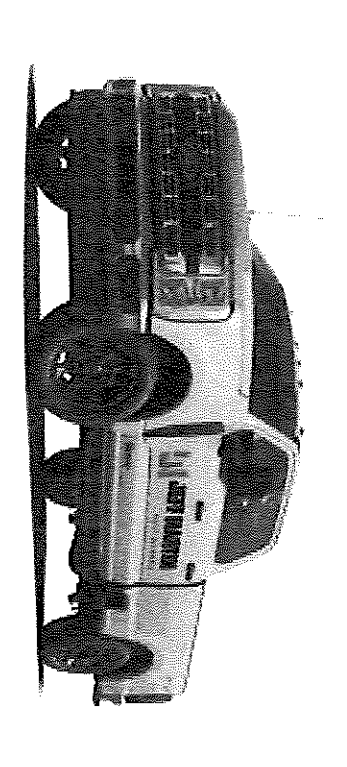
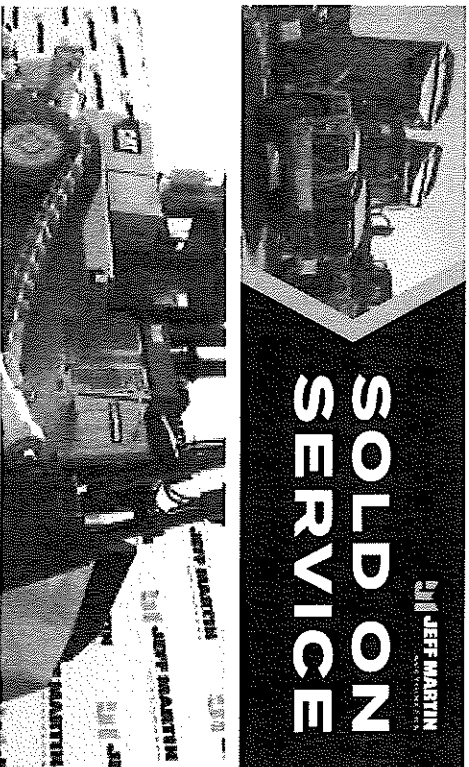
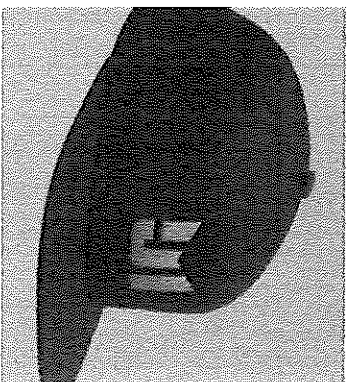
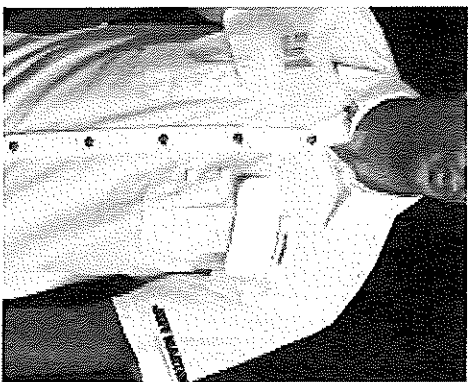
Jeff Martin Auctioneers | Identity Ecosystem



Jeff Martin Auctioneers | Comprehensive Brand Guidelines



Jeff Martin Auctioneers | Examples of Brand Expression

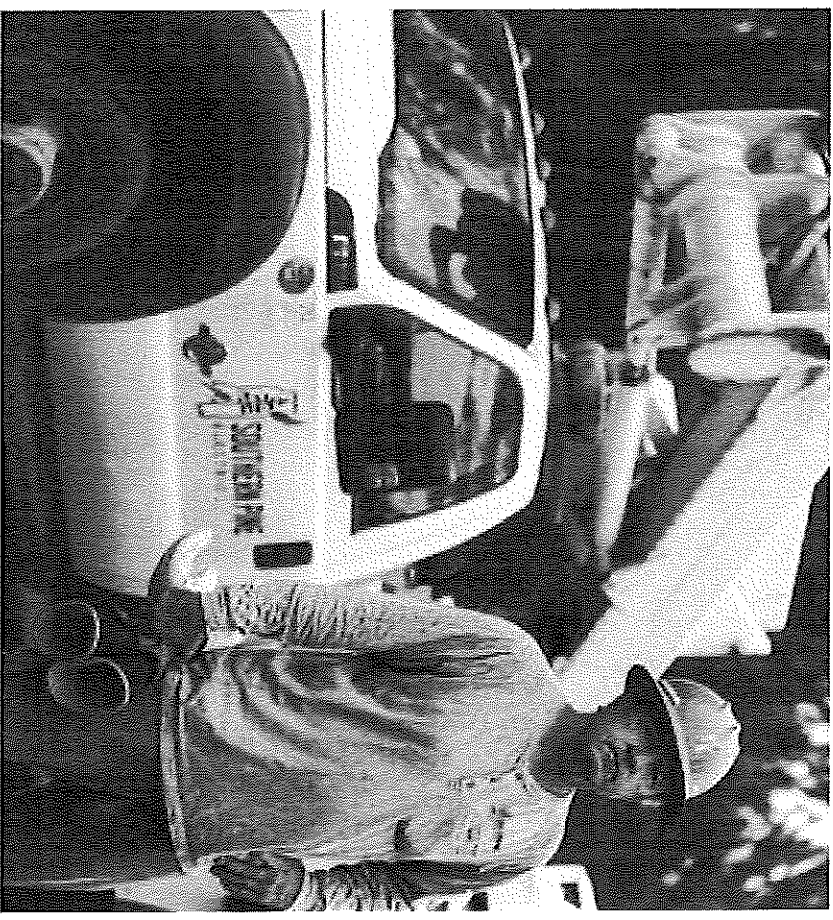


Southern Pine Electric

Southern Pine Electric has a rich history of hard work and exceeded expectations as they serve their community. A company built upon service.

For RARE Design, this project was an exercise in discovery, definition, and expression of Southern Pine's strong heritage, committed dependability, and true resilience. The visual language of this identity was heavily influenced by Southern Pine's heritage, bringing the company into a new and modern era that still embodies the rich character of their story is the solid foundation of this identity. From taglines and campaigns, to business suite and newsletters, we helped Southern Pine Electric define a style that would connect with members in a clear and informative way.

- Rebrand and reposition Southern Pine Electric with a new messaging and identity structure that focuses on safety, reliability, and their members.
- Create a versatile identity system that can flow into a variety of uses including initiative branding and sub-brands within the organization
- Develop a comprehensive set of brand guidelines for their internal team to utilize as an organization going forward.
- Brand Identity
- Brand Strategy
- Philosophical Brand Realignment
- Logo System
- Sub-brand Initiative Identities
- Brand Guidelines



Southern Power Electric | Philosophical Brand Positioning

POSITIONING

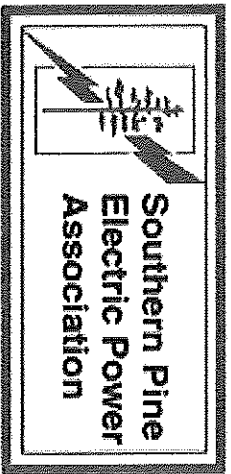
WE WORK IN SOME OF THE HARSHTEST, MOST DEMANDING CONDITIONS THIS REGION HAS TO OFFER. WHY? BECAUSE THAT'S WHERE YOU WORK. IT'S WHERE YOU LIVE. AND IT'S WHERE YOU NEED US.

WE'RE MEMBERS OF THE COMMUNITY COMMITTED TO SERVE THE FOLKS THAT THE BIG INVESTOR-OWNED COMPANIES DEEMED "INSUFFICIENT" BECAUSE FROM THE BEGINNING IT'S BEEN OUR MISSION TO BRING THE POWER TO THE PEOPLE.

IT'S WHAT WE DO. AND IT'S WHO WE ARE. THIS IS MORE THAN A MANTRA. IT'S OUR HERITAGE. IT'S THE FOUNDATION ON WHICH WE STAND. AND MORE THAN THAT, IT'S THE VISION WE CAST.

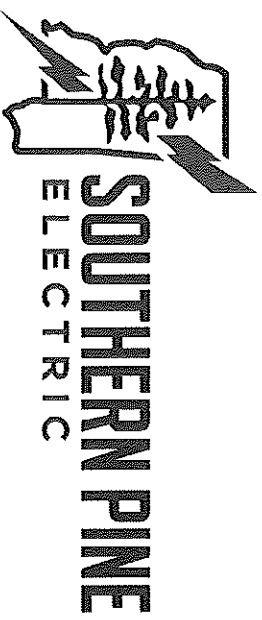
IN AN INDUSTRY OF POWER, THIS IS REAL POWER.

Southern Pine Electric | Identity Refresh



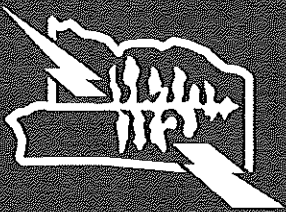
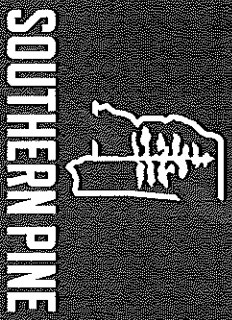
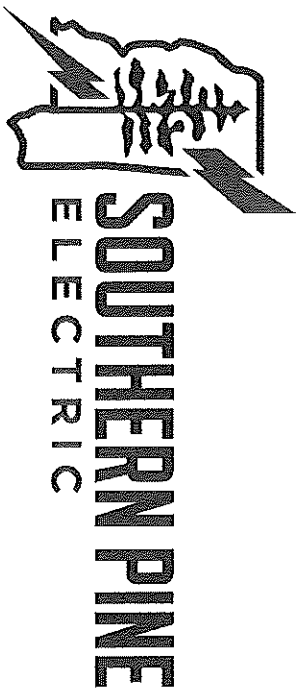
A Touchstone Energy Cooperative 

BEFORE

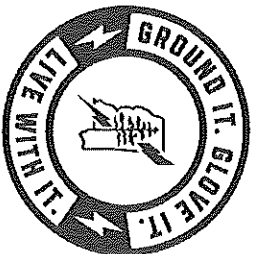
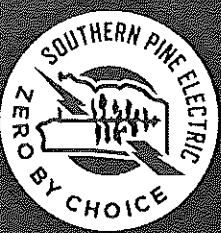


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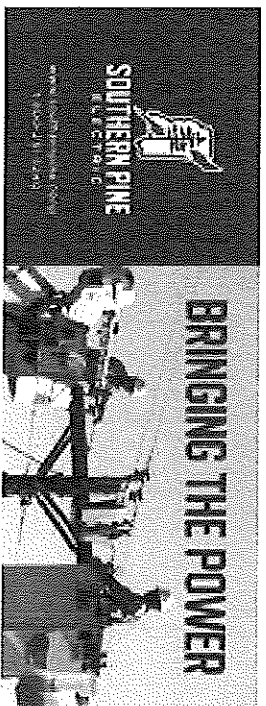
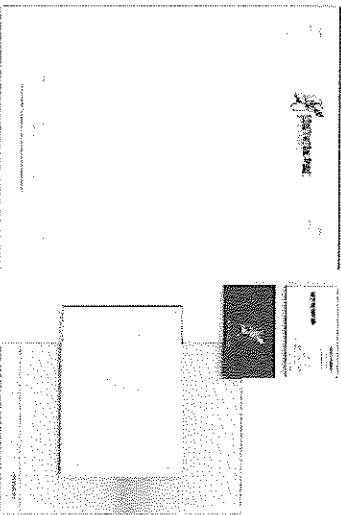
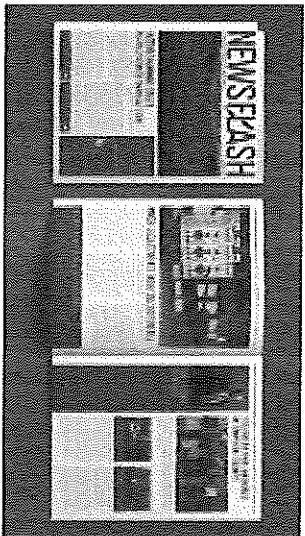
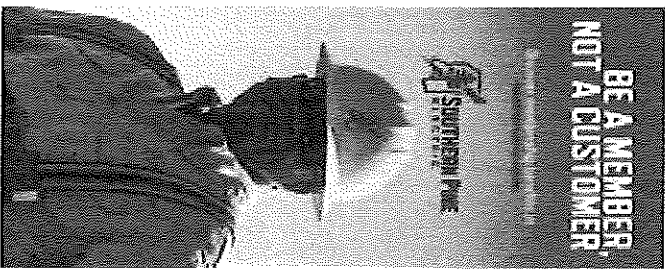
Southern Pine Electric | Primary Identity System



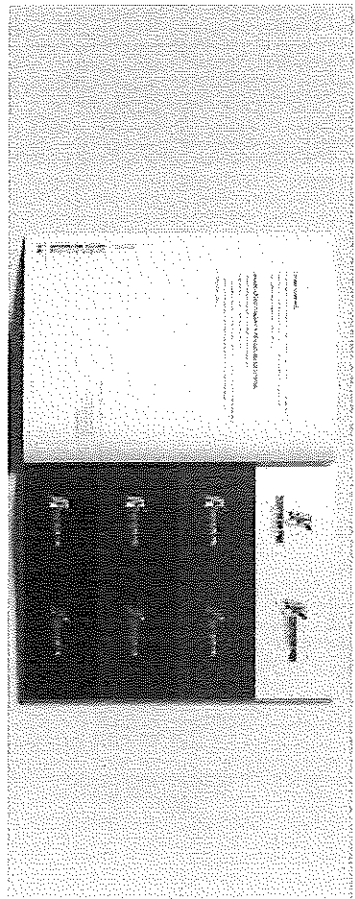
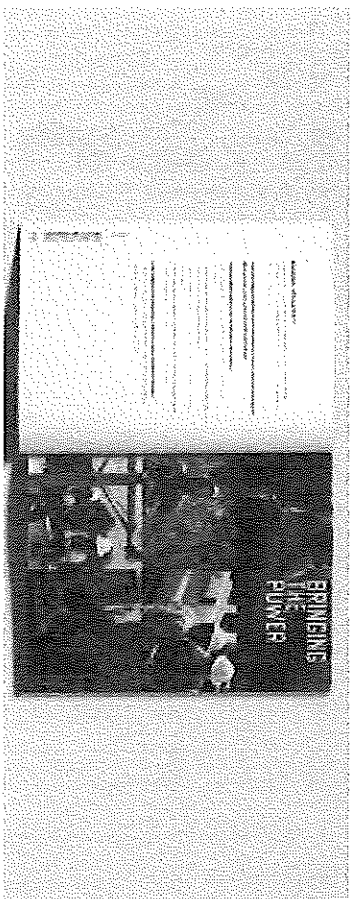
Southern Pine Electric | Additional Initiative Identities



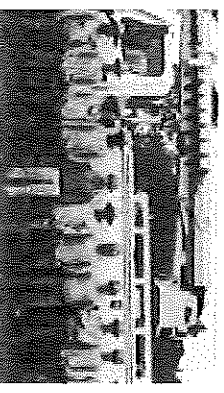
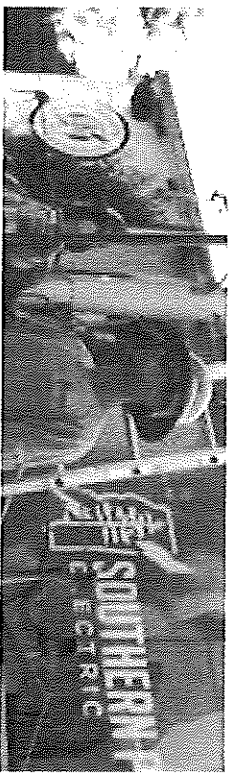
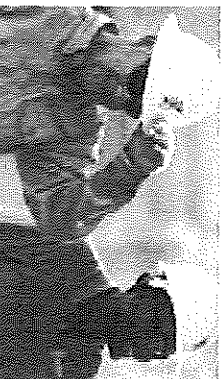
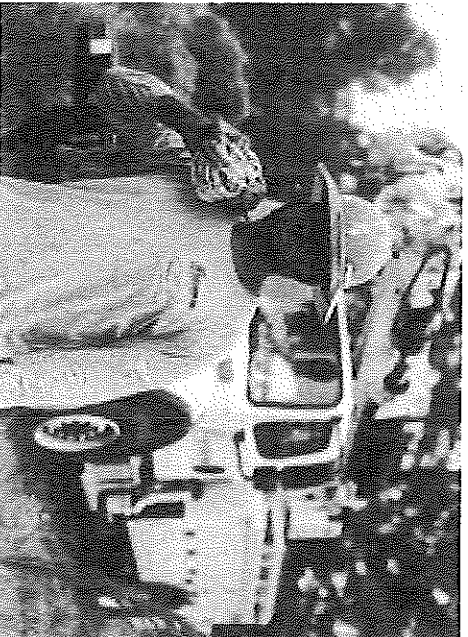
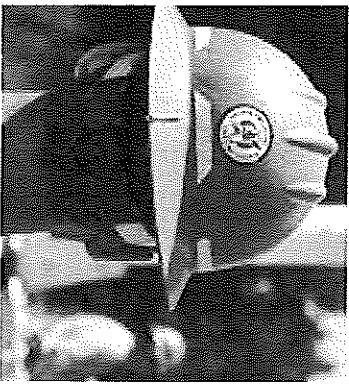
Southern Pine Electric | Brand Assets



Southern Pine Electric | Comprehensive Brand Guidelines



Southern Pine Electric | Examples of Brand Expression



Verb Architecture

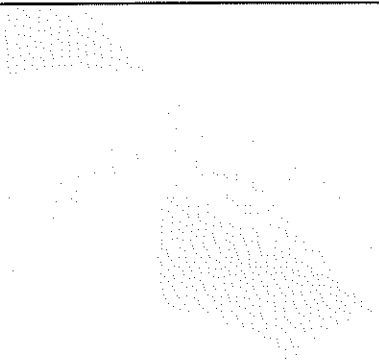
When Verb Architecture approached RARE Design, they had no name and no logo, but they did have the desire to create an innovative and fresh architecture firm dedicated to serving client's needs.

With that goal in mind, RARE was able to select a name and develop a brand identity that would reflect the creativity and drive of the Verb team. The name Verb Architecture was inspired by the idea that "architecture is an active pursuit: the manifestation of every client's story." This belief weaved its way into every part of the brand, from the name to the philosophical and visual identities. The result was a cohesive and striking brand identity that truly reflects Verb's dynamic approach to architecture.

- Develop a name and a visual identity for Verb Architecture.
- Create a clear messaging structure and set of brand guidelines to convey the positioning and intent of the firm.
- Develop a solid and intentional visual language for Verb to activate throughout every digital and print activation.
- Naming
- Brand Identity
- Brand Strategy
- Philosophical Brand Development
- Logo System
- Brand Guidelines



POSITIONING



LIMITLESS ACTION.
INTERACTION.
WE CRAFT
EXPERIENCES,
EMOTION, AND
MENTAL STATES.
WE ARE THE
VEHICLE WITH
WHICH SPACIAL
EXPRESSIONS ARE
BUILT. WE ARE THE
POINT OF ACTION.
WE ARE VERB.

Verb Architecture | Identity Ecosystem

verb

PRIMARY LOGO

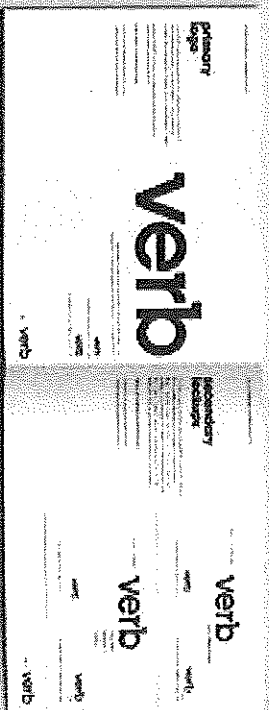
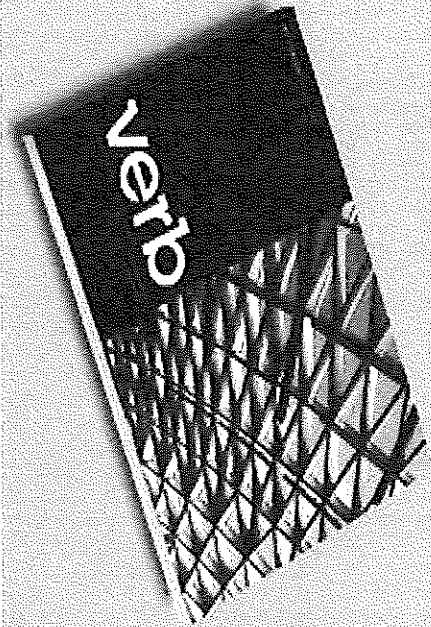
verb
architecture

LOGO + ARCHITECTURE

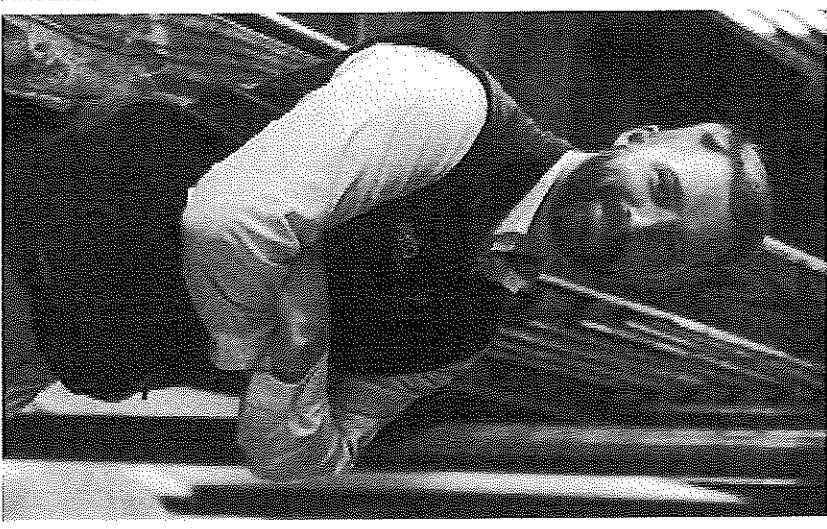
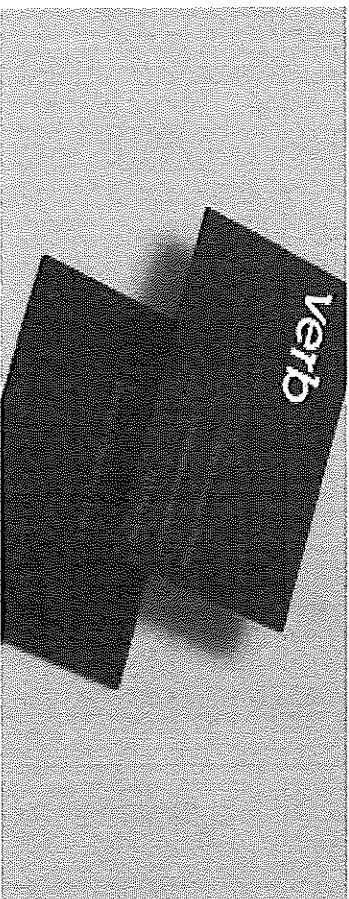
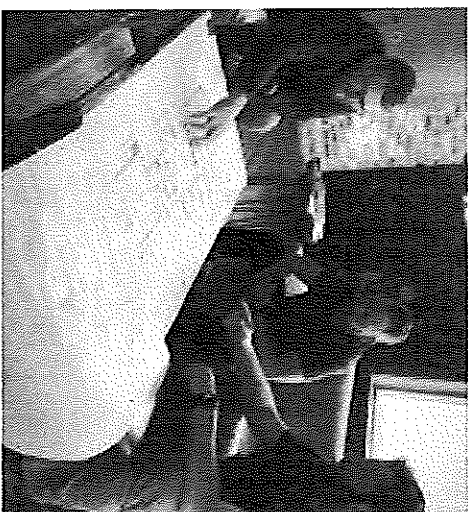
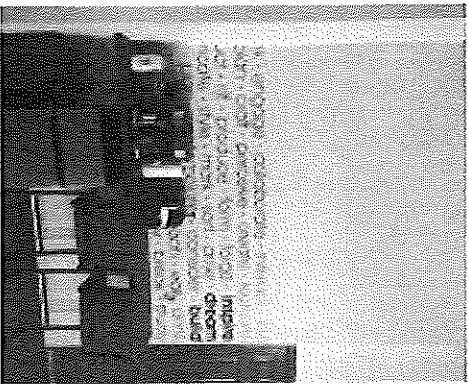
verb
inspire
dream
build

LOGO + TAGLINE

Verb Architecture | Comprehensive Brand Guidelines



Verb Architecture | Examples of Brand Expression



The University of Southern Mississippi

As an agency founded by a Southern Miss graduate, RARE Design has always been a proud supporter of the Golden Eagles. Over the years, RARE has had the privilege of shaping multiple identities across various departments and initiatives within the university.

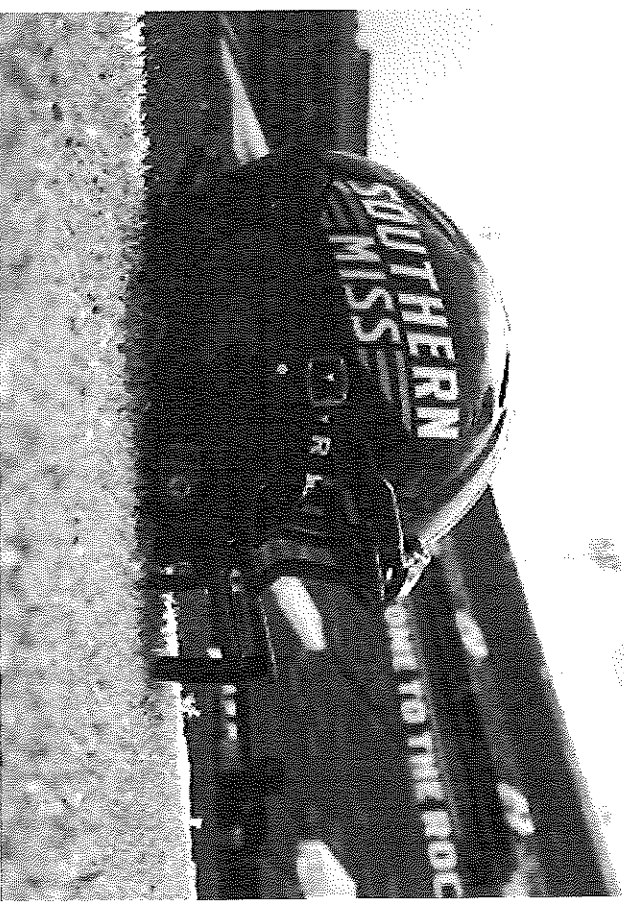
When you work with a university like USM, you are working with deep history, culture, and trust. As the hometown University, this project was personal. The pursuit of excellence for a client that has always "punched above its weight." Rooted in grit, we brought to life the essence of the brand and introduced the 10th logo in the school's history since officially becoming the Golden Eagles. A mark that reflects its university and defines its athletics.

PROJECT GOALS:

- Develop a comprehensive visual brand identity for Southern Miss Athletics.
- Develop a custom typeface for uniforms, digital, and print activation.
- Develop a versatile identity receptive to be used for mascots, messaging, & key signage execution across the organization.

SERVICES PROVIDED:

- Brand Identity
- Custom Typography
- Logo System
- Uniform Design



The University of Southern Mississippi | Athletic Identity Ecosystem



SOUTHERN MISS
GOLDEN EAGLES

SOUTHERN MISS



SOUTHERN MISS
GOLDEN EAGLES

SOUTHERN MISS
GOLDEN EAGLES

SM

SECONDARY LOGOS



SOUTHERN MISS

GOLDEN EAGLES

USM

SMITH

SMITH

To The Top!

Eagles

southern miss

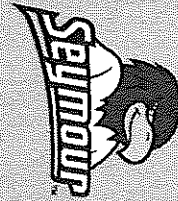
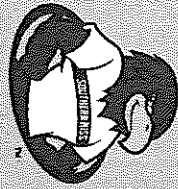
southern miss

southern miss

GoldenEagles

TERTIARY LOGOS

The University of Southern Mississippi | Athletic Identity Ecosystem Continued



MASCOT LOGOS



FACILITY LOGOS



PARROTHEAD LOGO

The University of Southern Mississippi | Custom Typography System

A B C D E F G H I J K L M N O P Q R S
T U V W X Y Z 0 1 2 3 4 5 6 7 8 9

A B C D E F G H I J K L M N O P Q R S
T U V W X Y Z 0 1 2 3 4 5 6 7 8 9

NASCAR

From the first, NASCAR has been driven by the need to race. Man and machine compete to see who is fastest, best, **FIRST** to finish, achieve, **WIN**.

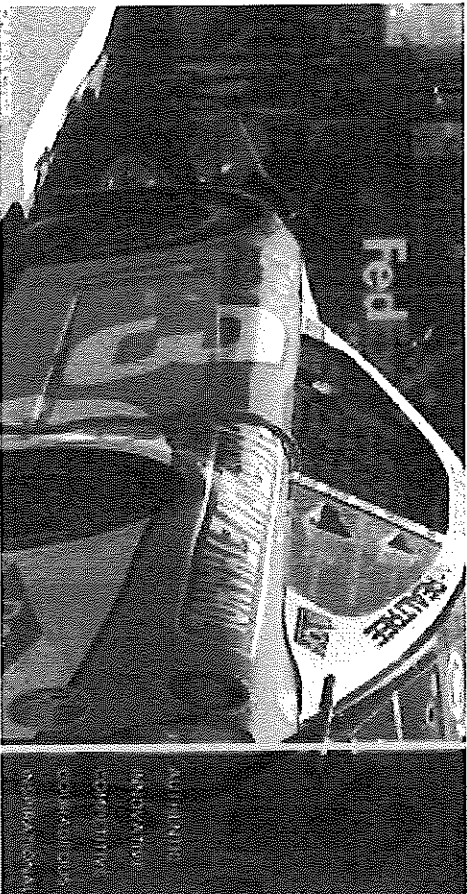
RARE Design worked alongside NASCAR to develop a comprehensive repositioning and rebrand to align themselves for success in their industry. They approached RARE with an internal external communication problem. They needed to get control of the wheel again and rediscover their robust structure and foundation to set the tone for their internal teams, external sponsors, track properties, and vendors. This rebrand has led to a multitude of successful partnerships within broadcast and IP.

This is NASCAR. And THIS is racing.

- Realign, refresh, & refine the primary identity system & positioning for NASCAR to engage optimally with fans, sponsors, & the internal organization as a whole
- Serve as NASCAR's primary agency of record to develop high-level events & initiative branding & solutions throughout (2020-2022).
- Brand Identity
- Brand Strategy
- Philosophical Brand Realignment
- Logo System
- Initiative ID System
- Brand Guidelines

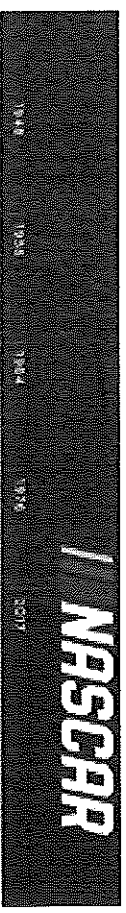
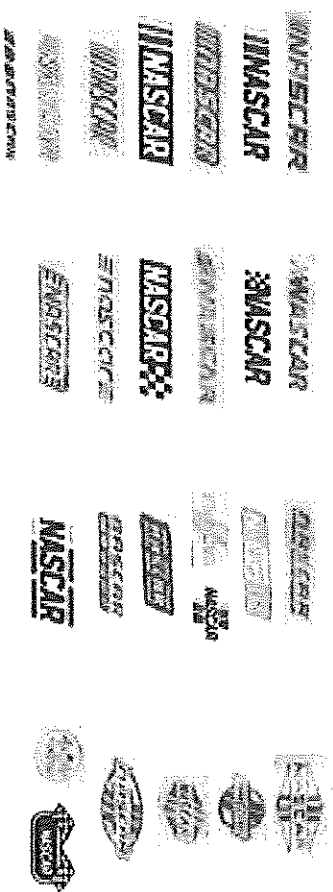


Sacramento Kings | Research & Process

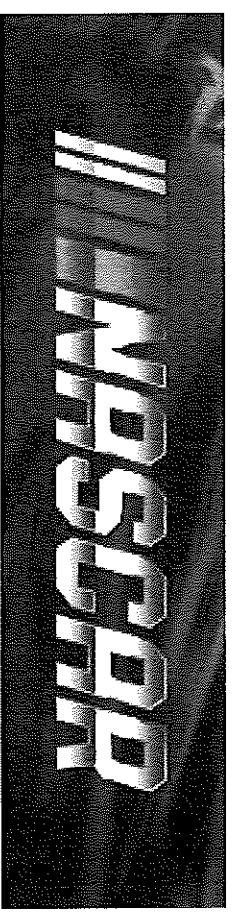


This. Is. Racing.

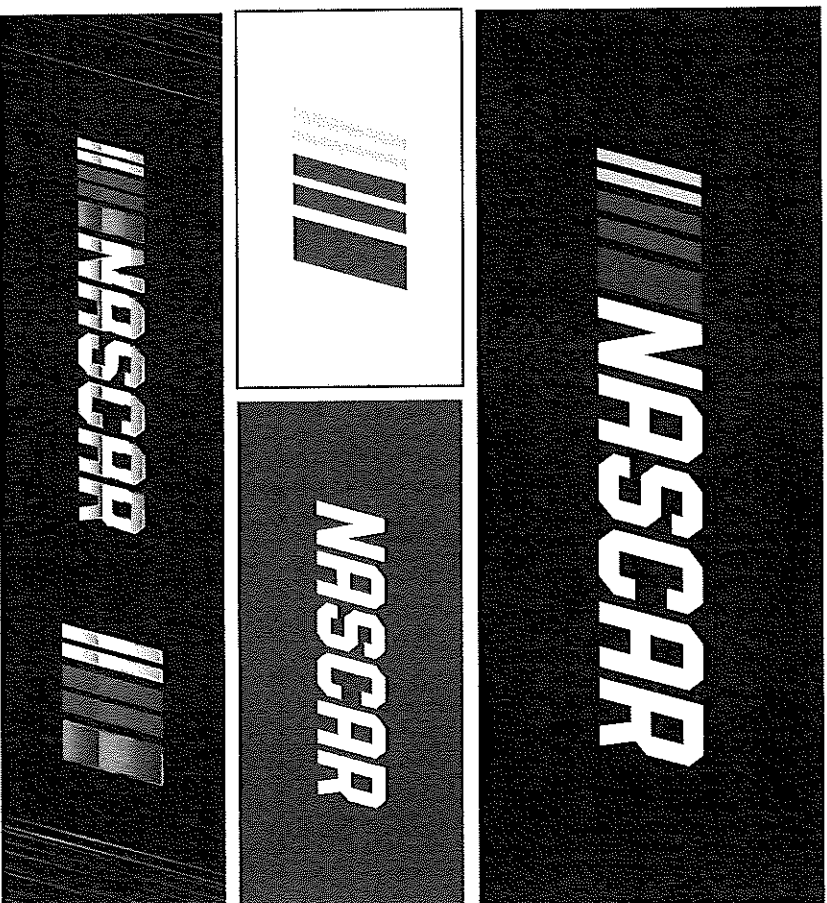
A rebrand of epic proportions requires a distinct, exciting visual identity. We wanted to focus on the newly founded positioning of This Is Racing and inject it into the refreshed identity. We explored NASCAR's heritage of hand-painted lettering for their new wordmark with our custom-built typeface "Big Bill," and we simplified their diagonal speed stripes to three colors—yellow, red, and blue. These colors signify third, second, and first place.



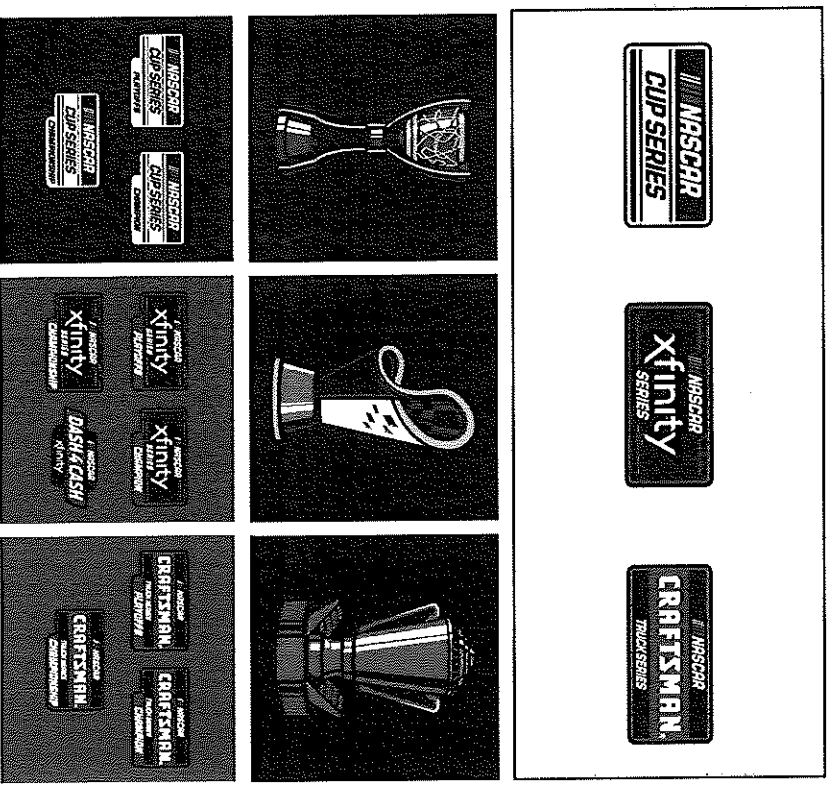
© 2017 NASCAR. All rights reserved. The wordmark, graphic, and logo are trademarks of NASCAR. The wordmark, graphic, and logo are registered trademarks of NASCAR. The wordmark, graphic, and logo are used under license from NASCAR. The wordmark, graphic, and logo are used under license from NASCAR. The wordmark, graphic, and logo are used under license from NASCAR.



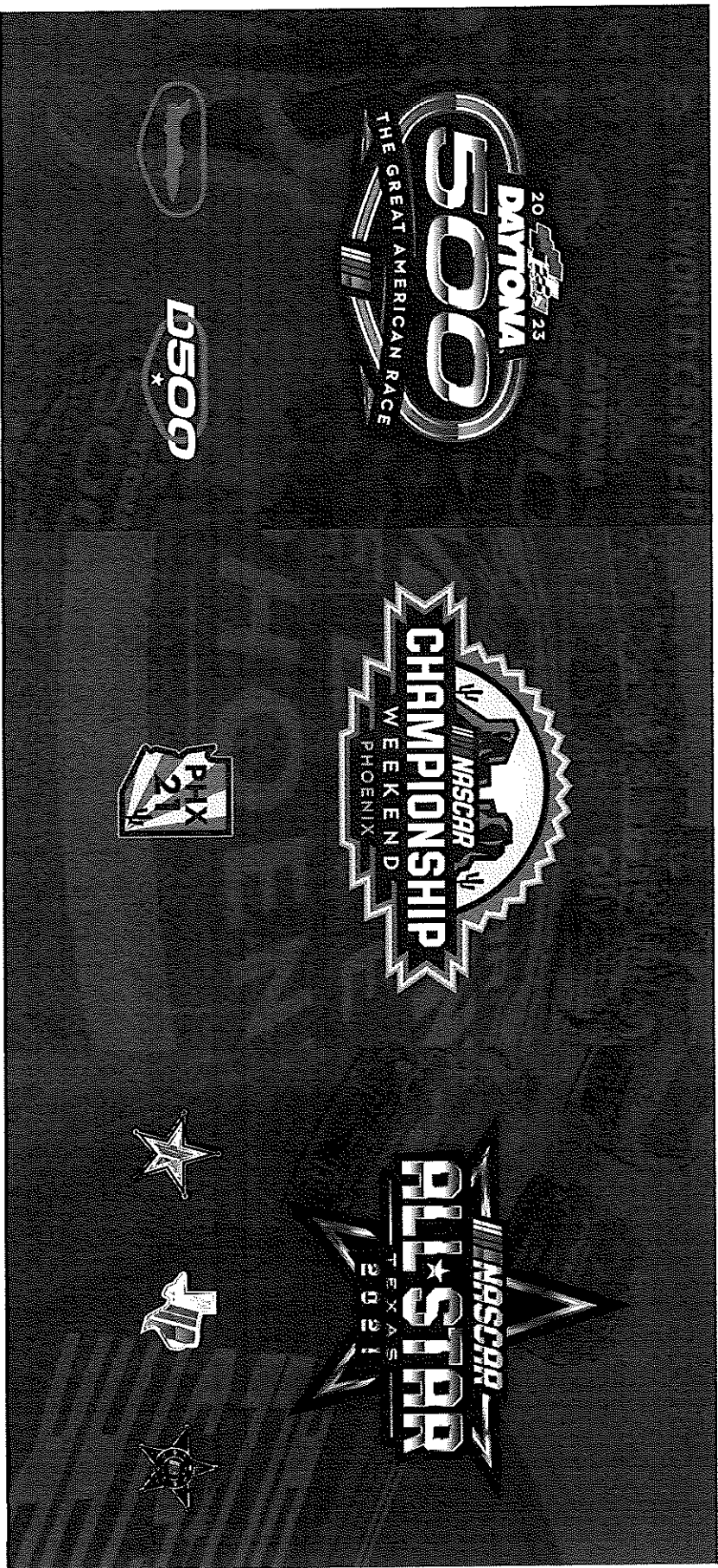
NASCAR | Primary Identity System



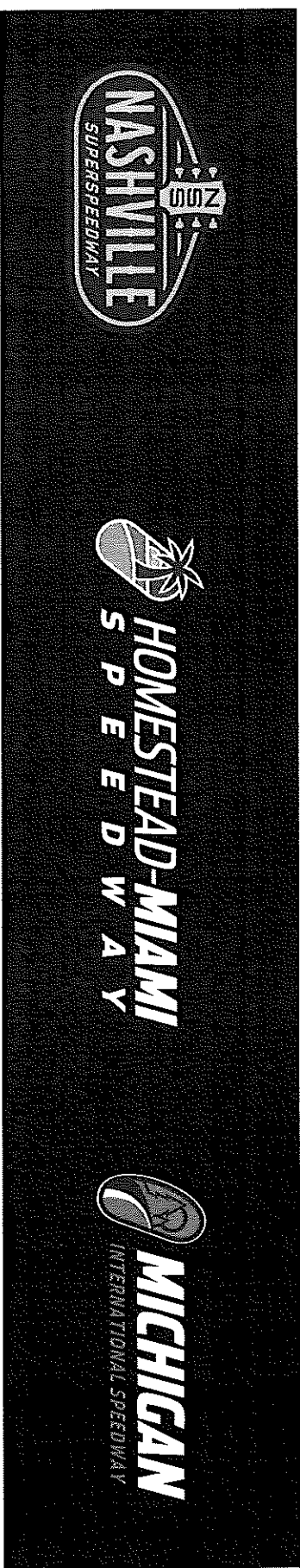
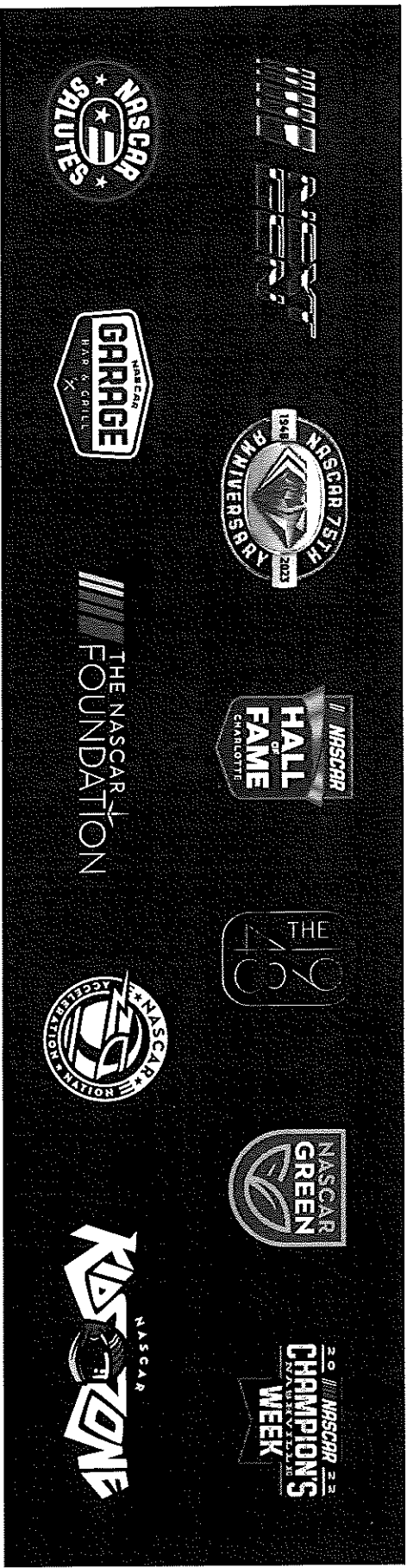
NASCAR | National Series Identity System (Primary Identity/Patch, Championship Trophy Design, & Playoff/Champion Patches)



MASCAR | "Crown Jewel Event" Branding & Activation



NASCAR | Brand Extension Identities

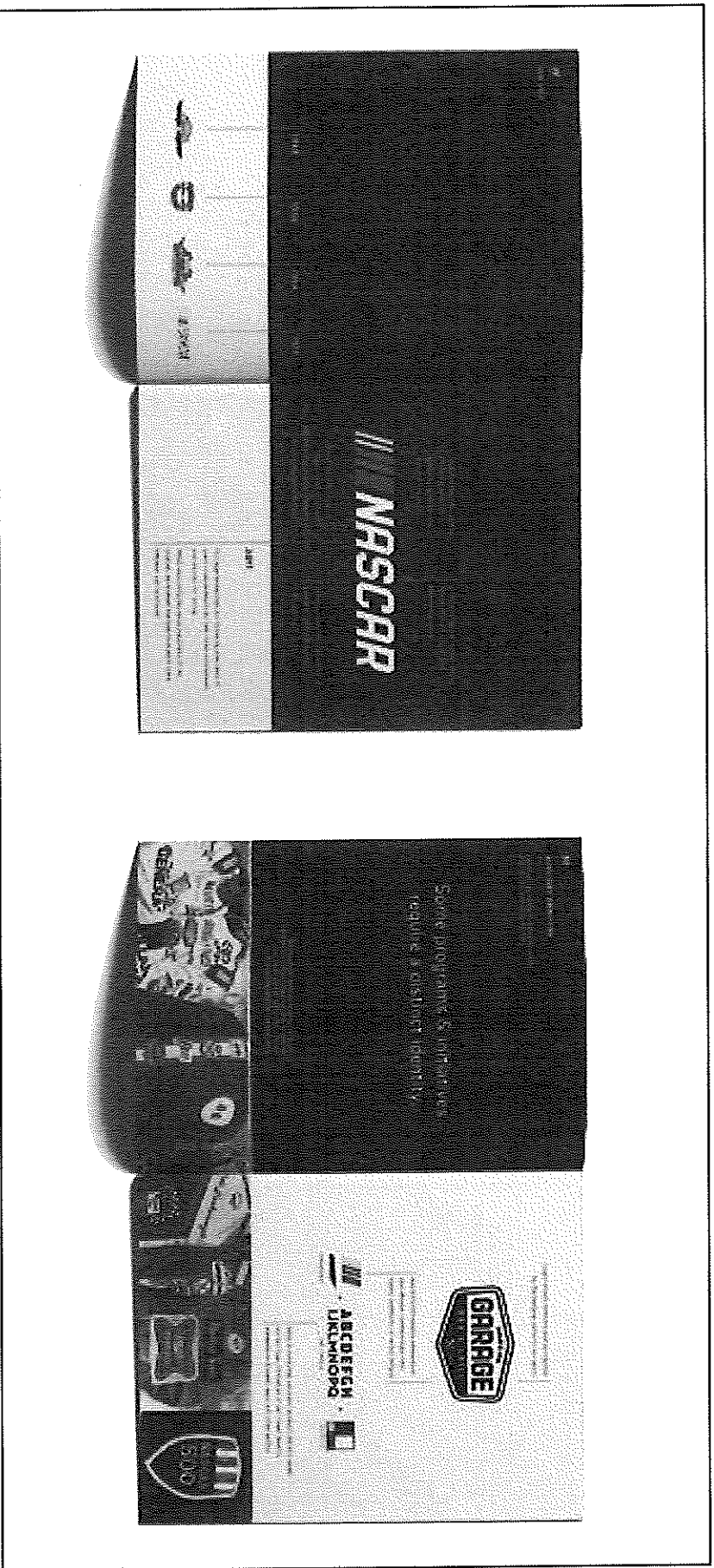


NASCAR | NASCAR Track Property Identities

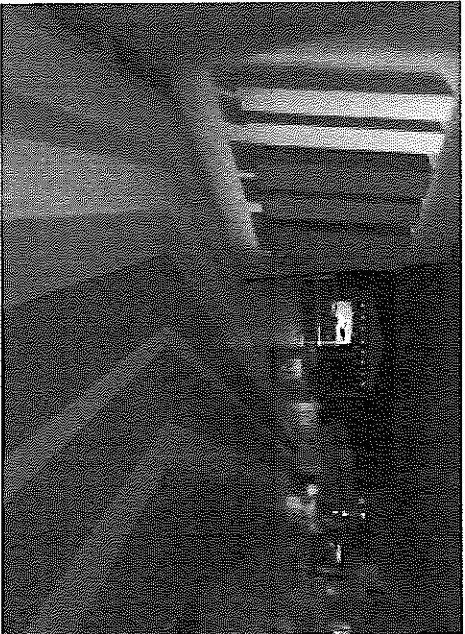
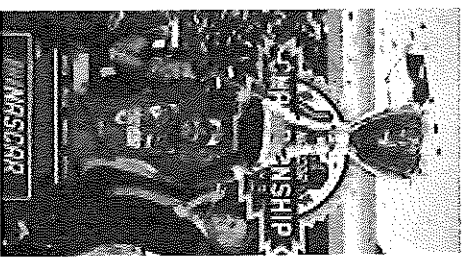
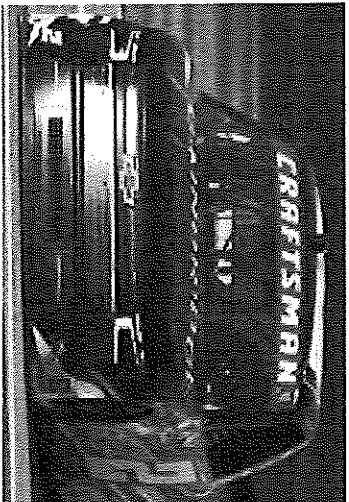
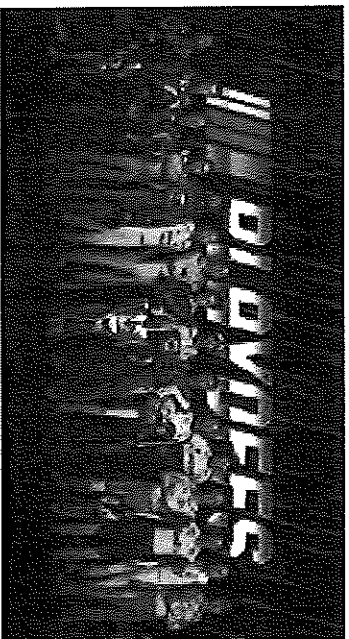
MASCAR | Big Bill 6 "Big Bill Chrome" Custom Typeface Design



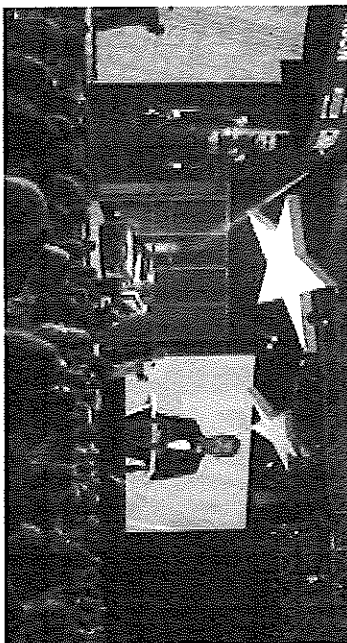
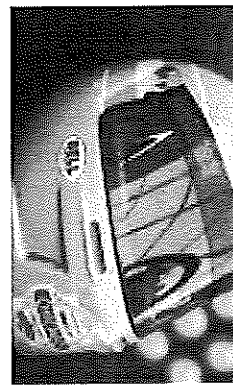
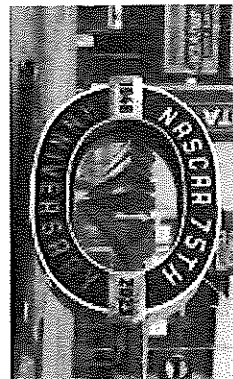
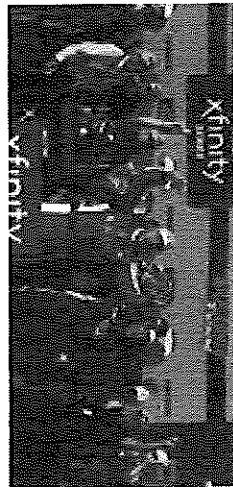
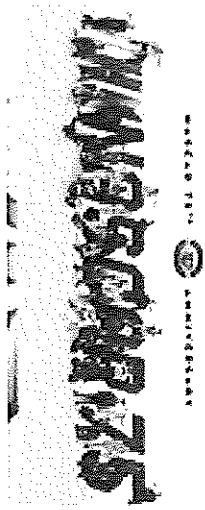
NASCAR | Stand Extensions



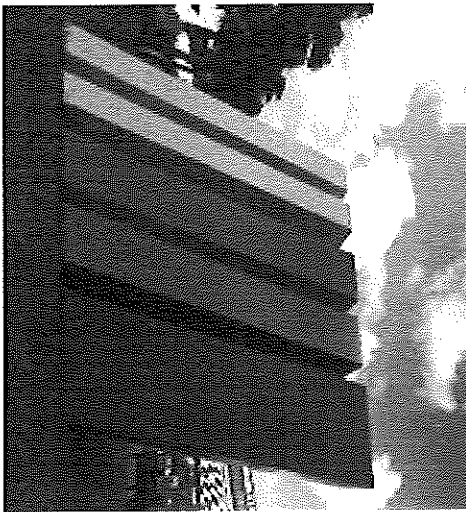
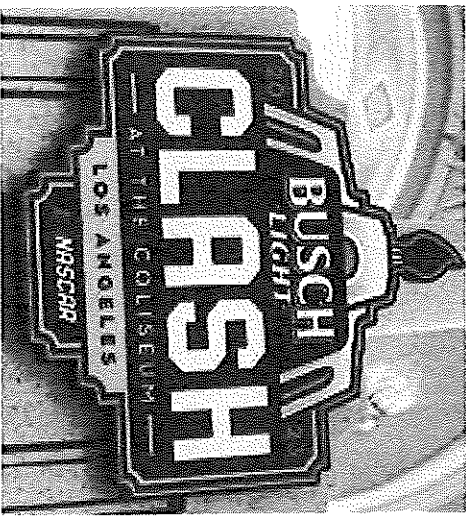
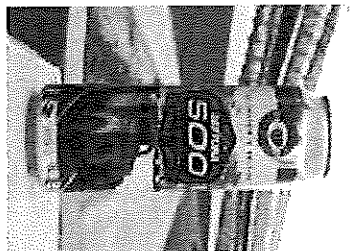
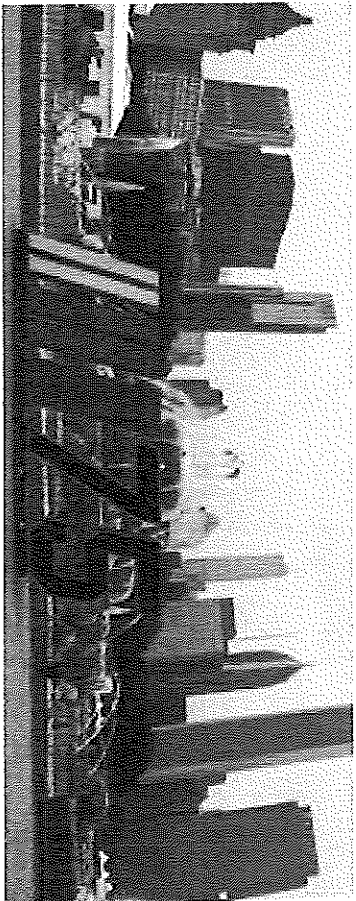
NASCAR | Examples of Brand Expression & RAC Designer's Activation



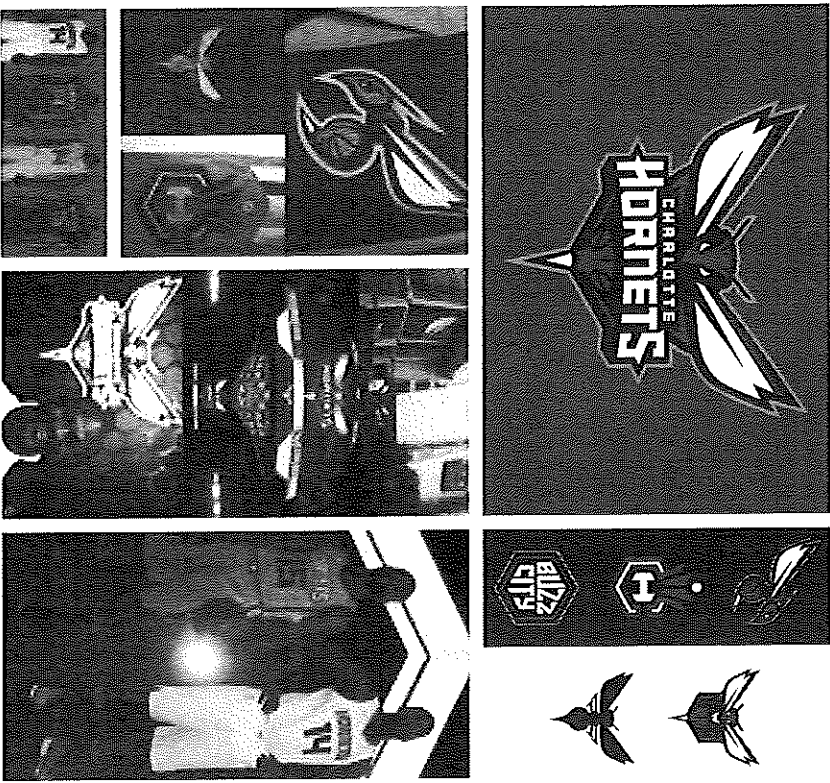
MASCAR | Examples of Brand Expression & BAE Design's Activation



MASCAR | Examples of Brand Expression & RARE Design's Activation



Charlotte Hornets | Brand Identity / Uniform Design / Court Design / Brand Activation



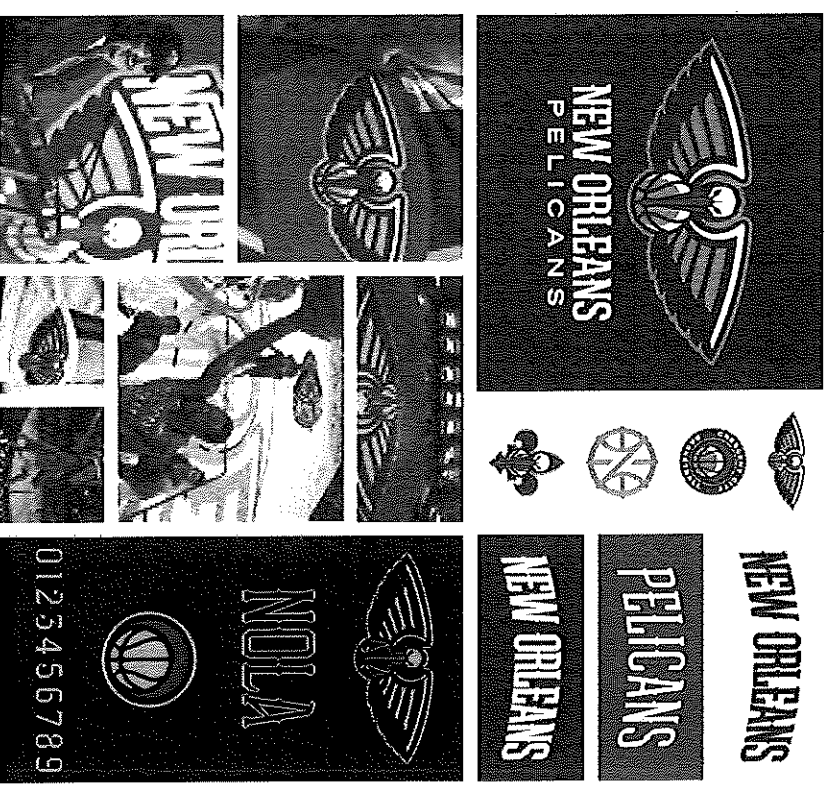
Milwaukee Brewers | Brand Identity / Uniform Design / Custom Typeface & Nameplate Font / Brand Guidelines



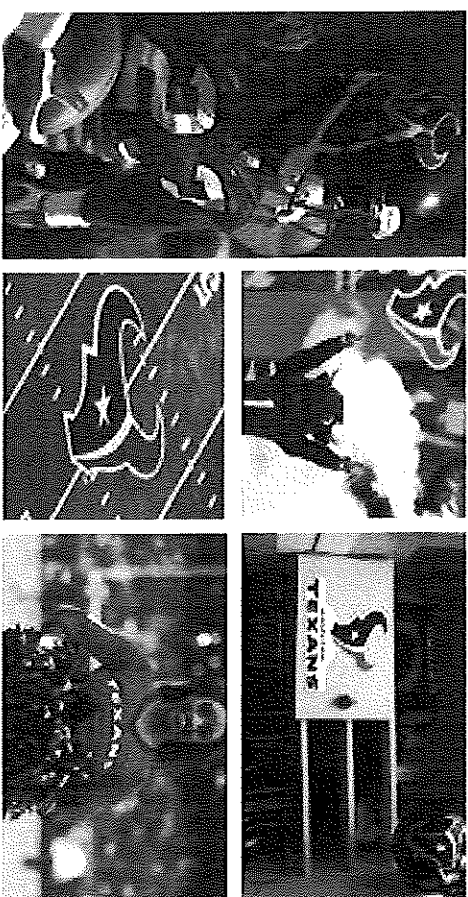
NBA 75th Anniversary | Brand Identity / Broadcast Activation / Brand Guidelines



New Orleans Pelicans | Brand Identity / Uniform Design / Court Design / 2023 City Edition Design



Houston Texans | Brand Identity / Uniform Design / Mascot Design

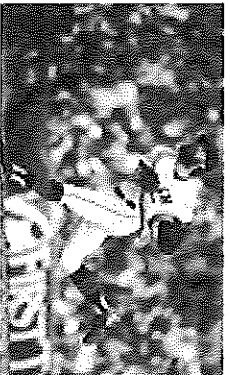
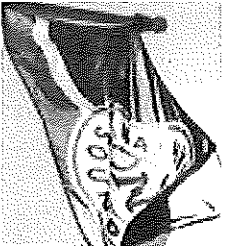
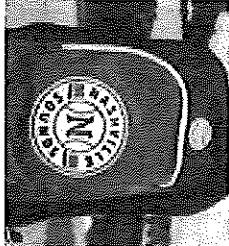


Nashville Sounds | Brand Identity / Uniform Design / Brand Activation / Sports Pub Branding

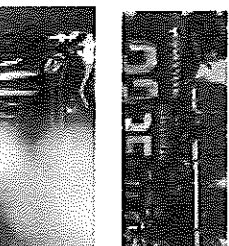
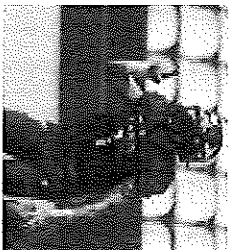
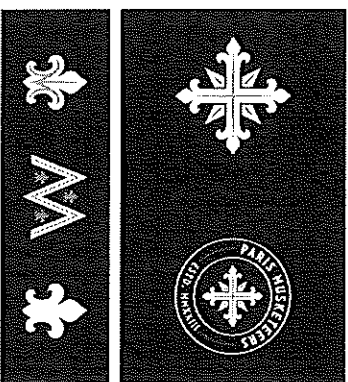
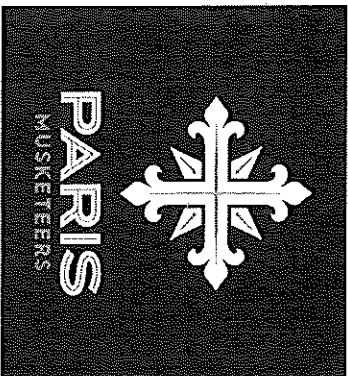


Nash Sounds

NASH



Paris Musketeers | Brand Identity / Uniform Design / Brand Guidelines



Project Plan, Timeline, & Proposal

The City of Hattiesburg | Brand Identity Development

The City of Hattiesburg Brand Identity Development | Project Timeline

Project Phases	07/25	08/25	09/25	10/25	11/25	12/25
Research & Data Analysis						
Brand Identity Development						
Brand Launch & Activation						

Phase 1 | **Brand Identity Development**

The City of Hattiesburg Brand Development & Design

Phase 1 | Brand Identity Development | Overview

PHASE		TIMELINE
Project launch & Strategy	1 Week	
Core Brand Identity Development	5 Weeks	
Department Brand Identity Development	2 Weeks	
Mayor's Office Brand Identity Development	2 Weeks	
Facilities Identity Development	2 Weeks	
Program Identity Development	3 Weeks	
Event Identity Design	4 Weeks	
Signage Design	2 Weeks	
Digital Asset Design	4 Weeks	

* Brand Development Timelines Overlap Based on Flow of Overall Project

The Proposal | Complete Scope of Work

PHASE 01 | BRAND IDENTITY | \$50,000

- The City of Hattiesburg Comprehensive Brand Audit
- Philosophical Brand Identity
- Alignment on Roles & Values
- Alignment on Key Characteristics
- Alignment on Positioning
- Core Brand Identity Development
- City Seal Design
- Primary Brand Mark
- Department Branding
 - Admin
 - Water & Sewer
 - Transportation & Engineering
 - Urban Development
 - Parks & Recreation
 - Fire (brand realignment)
 - Police (brand realignment)
 - Public Works
 - Municipal Court
 - Sub-brands for divisions under each dept.
- Mayoral Office & City Hall Identities
 - Office of the Mayor
 - City Hall
 - Office of Communications (grand openings, ribbon cuttings, proclamations, etc)
- Facility & Parks Branding
 - Alignment of branding templates for Parks & Recreation programs
 - Youth & Adult Sports
 - Seasonal & Special Programs
- Event Branding
 - Midnight on Front Street
 - Star-Spangled Celebration on the River
 - Trick-or-Treat on Main Street
 - Christmas Tree Lighting
 - Parade of Champions
- Signage & Wayfinding
 - Outdoor Signage/Wayfinding
 - Indoor Facility Signage
 - Vehicle Signage
- Digital Branding
 - Digital Visual Language Assets for website and other uses
- Comprehensive Brand Guidelines

PROJECT TOTAL | \$50,000

RARE is operating under the pretense that the scope provided herein is the full scope of the project. Any work outside this scope will be estimated separately and addressed as a new project. It's important to note what's not included in this estimate, and that's the production of print cost of any element excluded. Production of those elements will be estimated as they are strategized and specified.

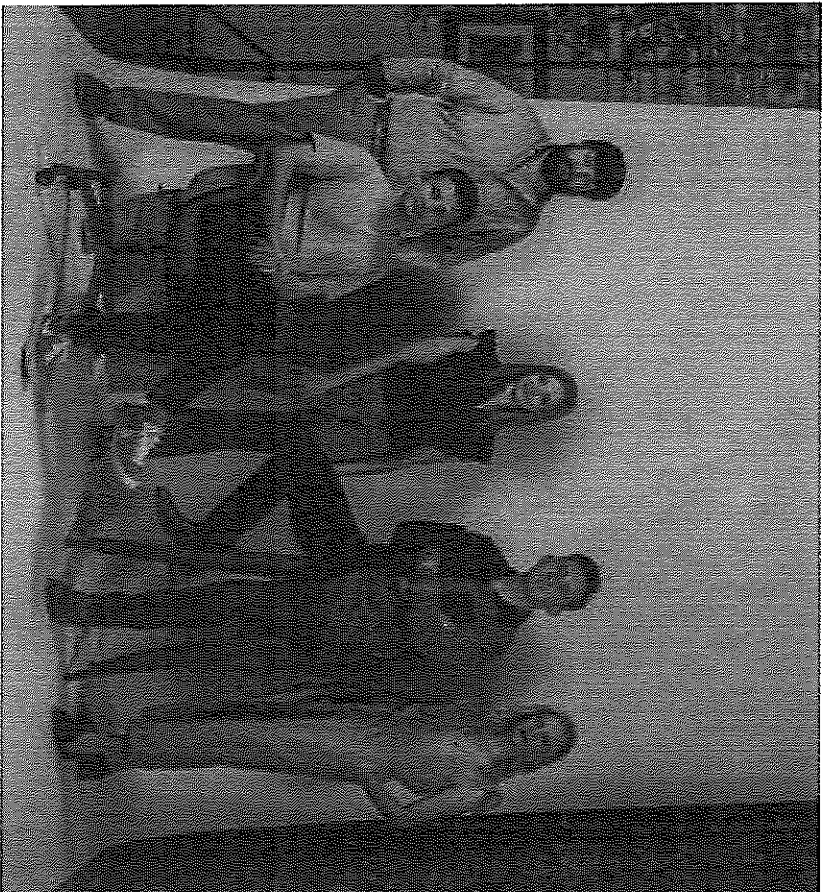
PROJECT STRUCTURE & BILLING

RARE is understanding and sensitive to the billing structures and requirements of all our partners. We offer flexible terms and conditions on a case-by-case basis as needed to best serve the needs of everyone we work with.

CONTACT

For any questions or any additional information regarding RARE or any of the information contained in this Proposal, please feel free to contact us at anytime.

FEEL FREE: Arlene Brierley / Brand Strategist
601.544.7273 office | 351.656.9715 cell
Schedule design
Send inquiry
FEEL GOOD: Heather Gaudin Brierley / Principal Designer
601.544.7273 office | 601.335.3716 cell
hello@rare.design
RARE DESIGN



Thank You

The RARE Design Team



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Monday, June 30, 2025

Re: Approve Settlement Agreement in Civil Action No. 2:24-cv-193-HSO-BWR and authorize issuance of a manual check.

File Number: 2025-541

Minute Book #

Summary

Discuss possible resolution regarding Civil Action No. 2:24-cv-193-HSO-BWR.

Recommendation Statement

I recommend that this item be discussed.

Please place this on the June 30, 2025 City Council meeting for consideration.

A MOTION was made by Council Member _____ and seconded by Council Member _____ to ADOPT an ORDER APPROVING SETTLEMENT prepared by the City Attorney resolving by voluntary settlement the lawsuit filed by Lighthouse Rescue Mission, Inc. against the City of Hattiesburg in the Eastern Division of the United States District Court for the Southern District of Mississippi in cause number 2:24-cv-00193-KS-BWR as follows:

ORDER APPROVING SETTLEMENT

WHEREAS a certain civil lawsuit was filed by Lighthouse Rescue Mission, Inc. against the City of Hattiesburg in the Eastern Division of the United States District Court for the Southern District of Mississippi in cause number 2:24-cv-00193-KS-BWR;

WHEREAS the City of Hattiesburg responded to the lawsuit with a vigorous defense by filing a dispositive motion that remains fully briefed and ripe for adjudication;

WHEREAS the parties have engaged in extensive discovery that included the production and review of voluminous information concerning the claims and defenses of this case;

WHEREAS, after the City Council previously addressed the underlying zoning issues regarding Lighthouse Rescue Mission, Inc.'s intended use of its property located at or near 408 Broadway Drive, the City Council adopted and implemented certain zoning changes in the Broadway Drive area, including said property, in accordance with a master plan focused on revitalizing the Broadway Drive and West Pine Street corridors, commonly known as "Right Down Broadway;"

WHEREAS, the parties participated in a formal settlement conference set by Federal Magistrate Bradley Rath on June 24, 2024, with Councilman Dave Ware acting as representative for the City of Hattiesburg;

WHEREAS, in recognition of relevant considerations, a tentative confidential settlement was reached, conditioned on approval of the City Council, with the following material terms:

- a. Settlement is subject to approval of this City Council;
- b. Plaintiff is granted a conditional use permit as a "Group Care Facility;"
- c. Use is limited to "40 residents served;"
- d. Payment of \$60,000.00 to Dalton & Tomich;
- e. Hattiesburg will waive initial permitting fees;
- f. Plaintiff will undergo normal permitting processes and life-safety/fire inspections by permitting and planning division in accordance with normal inspection processes;
- g. Lighthouse Rescue Mission, Inc. will execute a full and final absolute release;
- h. The subject lawsuit will be dismissed with prejudice; and
- i. Each party bears its own costs, fees, and expenses.

IT IS, THEREFORE, ORDERED that by this ORDER APPROVING SETTLEMENT, the above-stated terms and conditions of settlement are hereby APPROVED and RATIFIED.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas:

Nays: