

The City Council (the "Governing Body") of the City of Gautier, Mississippi (the "City") took up for consideration the matter of establishing appropriate policies and procedures regarding continuing disclosure obligations and thereupon Councilperson _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI (THE "CITY") AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE CITY'S ANNUAL CONTINUING DISCLOSURE FILING REQUIREMENT PURSUANT TO RULE 15C2-12, AS AMENDED FROM TIME TO TIME; AUTHORIZING AND APPROVING THE FORM OF A MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE QUESTIONNAIRE (THE "QUESTIONNAIRE") AND THE FILING OF THE QUESTIONNAIRE WITH THE SECURITIES AND EXCHANGE COMMISSION; AUTHORIZING AND APPROVING THE FORM OF AND ADOPTION OF POLICIES AND PROCEDURES FOR CONTINUING DISCLOSURE/SEC RULE 15C2-12 COMPLIANCE; AND FOR RELATED PURPOSES.

WHEREAS, pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule (the "Annual Filing");

WHEREAS, the Governing Body finds it is in the best interest of the City to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi to serve as dissemination agent and to prepare and distribute all necessary documents in connection with the City's Annual Filing and to approve the form of the engagement letter in connection with the City's Annual Filing;

WHEREAS, the Municipalities Continuing Disclosure Cooperation Initiative (the "Initiative") was created by the SEC to encourage self-reporting by issuers of possible violations related to potential misrepresentations in offering documents concerning an issuer's prior compliance with continuing disclosure obligations through the filing of a Municipalities Cooperation Initiative Questionnaire for Self-Reporting Entities (the "Questionnaire");

WHEREAS, the Governing Body finds it is in the best interest of the City to participate in the Initiative and to approve the form/forms of the Questionnaire and to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi as special counsel to the City to submit the Questionnaire to the SEC and to approve the form of the engagement letter in connection with submission of the Questionnaire to the Initiative; and

WHEREAS, the Governing Body finds it is in the best interest of the City to monitor post issuance compliance in connection with the City's outstanding bond obligations and pursuant to the City's continuing disclosure agreements/certificates executed in connection with

the City's outstanding bond obligations and to approve the form of and execution of the Policies and Procedures For Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), to be dated as of the date of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Gautier, Mississippi, acting for and on behalf of the City, as follows:

SECTION 1. That the Governing Body of the City hereby employs the law firm of Butler Snow LLP to serve as dissemination agent and to compile the necessary information, with the assistance of the City, in connection with the City's Annual Filing, and the Mayor and the City Clerk of the City (the "Clerk") are hereby authorized and directed to execute and deliver the engagement letter, attached hereto as **EXHIBIT A**.

SECTION 2. The Governing Body of the City hereby approves the participation in the Initiative and the form of the Questionnaire and the Mayor and the Clerk of the City are hereby authorized and directed to execute said Questionnaire on behalf of the City, which said Questionnaire shall be in substantially the form attached hereto as **EXHIBIT B**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 3. The Governing Body of the City hereby employs the law firm of Butler Snow LLP to serve as special counsel to the City in connection with the participation in the Initiative, and the Mayor and the Clerk of the City are hereby authorized and directed to executed and deliver the engagement letter, attached hereto as **EXHIBIT C**. The Governing Body of the City hereby authorizes the Mayor and the Clerk of the City to assist Butler Snow LLP in connection with the participation in the Initiative.

SECTION 4. Butler Snow, LLP, Ridgeland, Mississippi is hereby approved to submit the Questionnaire for and on behalf of the City on or before December 1, 2014 to the SEC.

SECTION 5. The form of the Policy is hereby approved, and the Mayor and the City Clerk of the City are hereby authorized and directed to execute said Policy on behalf of the City. All provisions of the Policy, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this Resolution fully and to the same extent as if separately set out verbatim herein, which said Policy shall be in substantially the form attached hereto as **EXHIBIT D**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 6. The Mayor and/or City Clerk or any other authorized officer of the Governing Body, be, and they are hereby authorized and directed for and on behalf of the City, to take any and all such actions as may be required by the City to carry out and to give effect to the aforesaid documents authorized pursuant to this resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this resolution in order to evidence said authority.

SECTION 7. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but

only to the extent of such conflict. For cause, this resolution shall become effective upon the adoption hereof.

Following further discussion of the foregoing Resolution, Councilperson _____ seconded the motion for its adoption and the question being put to a roll call vote, and the result was as follows:

Councilman Adam Colledge	voted: _____
Councilman Rusty Anderson	voted: _____
Councilwoman Mary Martin	voted: _____
Councilman Gordon Gollott	voted: _____
Councilman Casey Vaughan	voted: _____
Councilman Hurley Ray Guillotte	voted: _____
Councilman Johnny Jones	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the ____ day of _____, 2014.

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

MAYOR

(SEAL)

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the ____ day of _____, 2014.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

(SEAL)

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha D. Abell, City Manager
From: Cynthia Russell, City Clerk
Date: November 13, 2014
Subject: City of Gautier Retention of Butler, Snow, O'Mara, Stevens & Cannada,
PPLC for Financial Disclosures

REQUEST:

City Council action is requested to approve retaining Butler, Snow, O'Mara, Stevens & Cannada, PPLC for preparing and submitting the City of Gautier's Financial Disclosures.

BACKGROUND:

In the past, the City has retained Butler Snow to prepare and submit the Continuing Disclosure Information Statement in connection with the bonds. The last agreement was approved on February 18, 2014.

DISCUSSION:

Pursuant to each Continuing Disclosure Agreement executed in connection with the issuance of the Bonds, the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (MSRB) through MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to Rule (the "Annual Filing"). This continuing disclosure requirement is set forth in the Rule and requires such updated data be filed with EMMA no later than 180 days after the end of each fiscal year. This year's filing is due on or before March 31, 2015. Failure to file timely and to comply with the Rule could result in an Enforcement Action by the SEC where the SEC may attempt to require performance and may allege penalties are owed. The City's failure to disclose timely may adversely impact bondholders of the Bonds and could adversely affect the sale of future bonds issued by the City. Total cost is not expected to exceed \$1500.00. This is a budgeted item.

RECOMMENDATION:

Staff recommends approval to retain Butler Snow, O'Mara, Stevens & Cannada, PPLC to prepare and submit the City of Gautier's Financial Disclosures.

ATTACHMENT(S):

Exhibit A - Dissemination Agent Engagement Letter
Exhibit A - Standard Billing Terms and Charges for expenses
Exhibit B - Form of Questionnaire
Exhibit C - Special Counsel Engagement Letter
Exhibit A - Standard Billing Terms and Charges for expenses (Duplicate)
Exhibit B - Record Retention & Destruction Policy for Client Files
Exhibit C - Bond Issues Reported to SEC
Exhibit D - Policy
Exhibit A - Notice of Failure to File Annual Report
Exhibit B - Material Event Notice Cover Sheet

EXHIBIT A

DISSIMINATION AGENT ENGAGEMENT LETTER

November 4, 2014

VIA E-MAIL AT SABELL@GAUTIER-MS.GOV

City of Gautier, Mississippi
Attn: Samantha Abell, City Manager
3330 Highway 90
Gautier, MS 39553

Re: City of Gautier, Mississippi 2015 Continuing Disclosure

Dear Ms. Abell:

We served as Bond Counsel in connection with various bond issues of the City. In the past, the City retained our firm to prepare and submit the City's Continuing Disclosure Information Statement in connection with the Bonds. It is once again time to prepare the current year's annual disclosure.

As you may recall, pursuant to each Continuing Disclosure Agreement executed in connection with the issuance of the Bonds, the City is required to provide on an annual basis certain financial information and operating data to the (i) (a) Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to Rule 15c2-12, as amended from time to time (the "Rule") of the SEC, together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"), and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule (together (a) and (b) are the "National Repository"); and (ii) any public or private repository or entity designated by the State as a State repository for the purposes of the Rule (the "State Repository" and together with the National Repository, the "Repository"), together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"). This continuing disclosure requirement is set forth in the Rule and requires such updated data be filed with EMMA no later than 180 days after the end of each fiscal year. **This year's filing is due on or before March 31, 2015.** Failure to file timely and to comply with the Rule could result in an Enforcement Action by the SEC where the SEC may attempt to require performance and may allege penalties are owed. Additionally, the City's failure to disclose timely may adversely impact bondholders of the Bonds and could adversely affect the sale of future bonds issued by the City.

Our fees hereunder will be based upon (i) our current understanding of the terms, the structure, size and schedule of the financings which may be represented hereunder, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the matters hereunder and (iv) the responsibilities we will assume in connection therewith. Based on

the foregoing, we estimate that our fees for legal services hereunder will be between \$3,000 and \$5,000.

This letter authorizes us to incur expenses and make disbursements on behalf of the City, which will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs. Attached as Exhibit A is the Butler Snow billing policy.

If you would like for us to handle this matter for you, please have this proposal approved and return a signed copy of this letter to us at your earliest convenience. Alternatively, if you do not wish for us to handle this matter for you, please sign the portion of this letter indicating same, and return it to us. If you have any questions or wish to discuss this matter further, please do not hesitate to contact me.

Very truly yours,

BUTLER SNOW LLP

Lucien L. Bourgeois

APPROVED BY:

Name: _____

Title: _____

We do not wish to retain Butler Snow LLP to prepare the Continuing Disclosure Information Statement for the City of Gautier.

Name: _____

Title: _____

Date: _____

cc: Joshua W. Danos, Esq., City of Gautier, Mississippi City Attorney
(via email to: jdanos@dwwattorneys.com)

Exhibit A
BUTLER SNOW LLP
STANDARD BILLING TERMS AND CHARGES FOR EXPENSES
As of January 1, 2014

Butler Snow LLP (the "Firm") will bill clients on a monthly basis for legal services, unless another arrangement is agreed to and approved in writing by the Firm and the Client. The Firm typically sends bills for legal services and expenses via the U.S. Postal Service or by e-mail. Electronic billing services may also be used by specific agreement.

It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provided. As such, we do not charge for many incidental costs or routine services. We are continually working to ensure that our bills are clear and understandable. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved. The chart below spells out the complete details of our expense charges. Our payment terms are payment within **15 days** of receipt of the bill, unless other arrangements are agreed to in advance.

Any overpayments or duplicate payments the Firm receives that cannot be posted to an outstanding bill ("unapplied payments") will be deposited into the Firm's operating account upon receipt and posted as unapplied cash to the client's account. These unapplied payments will either be applied to a future bill or refunded to the client, whichever is appropriate.

Document Reproduction	No charge for routine reproduction (under 50 pages per day)
Normal sized documents (up to 11 x 17)	For reproduction in excess of 50 pages per day – Black & White: \$0.10/page Color: \$0.25/page
	Bates Labeling – Electronic: \$0.05/page Manual: \$0.15/page
Oversize documents (size in excess of 11 x 17)	Charge for each page – no exclusion Black & white: \$6.00/page Color: \$30.00/page
Electronic Data Manipulation for reproduction	\$75 per hour
Document Scanning	No charge for routine scanning (except evidentiary materials) Bulk scanning of evidentiary documents: \$0.06/page <i>(additional charge for document coding)</i>
Oversize documents (size in excess of 11 x 17)	\$10.00/page
Wire Transfers	Outgoing: International: \$50/wire Domestic: \$25/wire

Data/Audio/Visual Duplication & Reproduction	CD/DVD: Portable Media Devices:	\$12.00 for each disc Priced per data storage size
Electronically Stored Information (Litigation Support Services)	Data Filtering/Searching: Data Processing Native: Data Processing Full Tiff: Data Storage:	\$50.00/gb per occurrence \$200.00/gb per occurrence \$250.00/gb per occurrence \$15.00/gb per mo.
Computerized Legal Research	No charge for basic research. \$25/search for public records, special treatises, briefs, motions and expert directory databases. Specialized research at actual cost with prior client approval	
Electronic retrieval of Court documents	\$0.40 / document	
Electronic retrieval of Court documents	No charge for calls or Fax transmissions within the United States. Non-domestic and conference calls charged at actual cost.	
Travel (personal vehicle)	Current Standard Mileage Rate as allowed by the IRS	
Messenger Delivery and Service of Subpoenas or Summons	Deliveries under 10 miles one way- No charge ; 10-25 miles one way - \$25.00 ; over 25 miles one way - \$10.00/hour plus mileage ; Service of Subpoenas/Summons - \$35.00 plus delivery	
Overnight Package Delivery	Charged at actual cost per package	
Postage	No charge for routine postage (under \$25 per day) Bulk mailing postage: at actual cost	

EXHIBIT B
FORM OF QUESTIONNAIRE



**U.S. SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT**

**MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE
QUESTIONNAIRE FOR SELF-REPORTING ENTITIES**

NOTE: The information being requested in this Questionnaire is subject to the Commission's routine uses. A list of those uses is contained in SEC Form 1662, which also contains other important information.

1. Please provide the official name of the entity that is self-reporting ("Self-Reporting Entity") pursuant to the MCDC Initiative along with contact information for the Self-Reporting Entity:

Individual Contact Name:
Individual Contact Title:
Individual Contact telephone:
Individual Contact Fax number:
Individual Contact email address:

Full Legal Name of Self-Reporting Entity:
Mailing Address (number and street):
Mailing Address (city):
Mailing Address (state): Mississippi
Mailing Address (zip):

2. Please identify the municipal bond offering(s) (including name of Issuer and/or Obligor, date of offering and CUSIP number) with Official Statements that may contain a materially inaccurate certification on compliance regarding prior continuing disclosure obligations (for each additional offering, attach an additional sheet or separate schedule):

State: Mississippi
Full Name of Issuing Entity:
Full Legal Name of Obligor (if any):
Full Name of Security Issue:
Initial Principal Amount of Bond Issuance:
Date of Offering:
Date of final Official Statement (format MMDDYYYY):
Nine Character CUSIP number of last maturity:

3. Please describe the role of the Self-Reporting Entity in connection with the municipal bond offerings identified in Item 2 above (select Issuer, Obligor or Underwriter):

- Issuer
- Obligor
- Underwriter

4. Please identify the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each offering identified in Item 2 above (attach additional sheets if necessary):

Senior Managing Underwriting Firm:

Primary Individual Contact at Underwriter:

Financial Advisor:

Primary Individual Contact at Financial Advisor:

Bond Counsel Firm:

Primary Individual Contact at Bond Counsel:

Law Firm Serving as Underwriter's Counsel:

Primary Individual Contact at Underwriter's Counsel:

Law Firm Serving as Disclosure Counsel:

Primary Individual Contact at Disclosure Counsel:

5. Please include any facts that the Self-Reporting Entity would like to provide to assist the staff of the Division of Enforcement in understanding the circumstances that may have led to the potentially inaccurate statements (attach additional sheets if necessary):

PLEASE SEE ATTACHED EXHIBIT L&M; DMFPL

On behalf of

I hereby certify that the Self-Reporting Entity intends to consent to the applicable settlement terms under the MCDC Initiative.

By: _____

Name of Duly Authorized Signer:

Title:

EXHIBIT C

SPECIAL COUNSEL ENGAGEMENT LETTER

November 4, 2014

VIA E-MAIL AT SABELL@GAUTIER-MS.GOV

City of Gautier, Mississippi
Attn: Samantha Abell, City Manager
3330 Highway 90
Gautier, MS 39553

Re: City of Gautier, Mississippi 2015 MCDC/SEC Initiative

Dear Ms. Abell:

This letter is to confirm our engagement as special counsel to the City of Gautier, Mississippi (the "City") in connection with advising the City with regard to possible participation in the Municipalities Continuing Disclosure Cooperation Initiative (the "Initiative") of the Securities and Exchange Commission (the "SEC"). This letter sets forth the role we propose to serve and the responsibilities we propose to assume as special counsel to the City in connection with this engagement. Our engagement hereunder is as special counsel to the City and we are not representing any officer or any individual member of the governing body of the City in connection with these matters.

Scope of Services

We understand our employment will include conferences with the City with regard to its past compliance with its continuing disclosure undertakings in connection with prior City financings, reviewing statements made by the City regarding its compliance in Official Statements delivered to investors since 2009, and advising the City about whether to participate in the Initiative. Our services do not include financial advice to the City. Our services as special counsel to the City are limited to those contracted for explicitly herein and the execution of this letter by the City constitutes an acknowledgment of those limitations.

Attorney-Client Relationship

In performing our services as special counsel, the City will be our client. We will represent the interests of the City, respectively, rather than the City Council, the Council's individual members, or the City's employees.

Conflicts of Interest

Before accepting any new business, the Mississippi Rules of Professional Conduct (the "Rules") require us to evaluate whether there exist any ethical constraints to representing the City. We have completed a conflicts check within our firm and have found no current conflict between the City and our existing clients.

As we discussed, we have served as bond counsel to the City in connection with bond issuances which we understand have been self-reported by certain underwriters under the Initiative and are included under Exhibit C attached hereto. We have participated in the preparation of official statements and continuing disclosure undertakings subject to our bond counsel representation. We have also assisted the City with certain annual continuing disclosure undertakings related to City bond issuances.

The Initiative may create a tension between the City and its officials, employees and representative advisors. Initiative participation does not protect individuals associated with bond issues from further enforcement action. If the SEC pursues action against City officials as a result of information gleaned from the Initiative questionnaire, representatives of the City may be required to cooperate with the SEC in the ensuing investigation. The information in the MCDC questionnaire may also lead to investigations of and enforcement actions against City advisors such as underwriters, financial advisors or bond lawyers.

At this time, to the best of our knowledge, the SEC has made no allegations against City representatives or advisors as described in the immediately preceding paragraph. It is possible, though, that the interests of the City and Butler Snow may diverge in connection with Butler Snow representation hereunder in the event that the SEC pursues action against other transaction participants (including Butler Snow) as a result of the Initiative. The City and Butler Snow hereby agree that should there ever be any litigation, arbitration or other adversary proceeding, claim or dispute that may result in a conflict of interest between Butler Snow and the City, Butler Snow may be required to either request additional waivers from the City and/or terminate our engagement as special counsel hereunder.

Financial Arrangements

Our fees hereunder will be based upon (i) our current understanding of the terms, the structure, size and schedule of the financings which may be represented by the Initiative, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the Initiative and (iv) the responsibilities we will assume in connection therewith. Based on the foregoing, we estimate that our fees for legal services hereunder will be between \$3,000 and \$5,000.

This letter authorizes us to incur expenses and make disbursements on behalf of the City, which will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs. Attached as Exhibit A is the Butler Snow billing policy.

Document Retention

Butler Snow maintains its client files electronically. We do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will retain only the electronic version while your matter is pending. Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us. If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client

file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed file. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed. A more complete notice of Butler Snow's Record Retention and Destruction Policy for Client Files, which also will be applicable to this Engagement, is attached as Exhibit B and incorporated herein by reference.

Termination of Engagement

Upon completion of our services as outlined in this letter, our responsibilities as special counsel will terminate and our representation of the City and the attorney-client relationship created by this engagement letter will be concluded. Should the City seek other, additional legal services, we would be happy to discuss the nature and extent of our separate engagement at that time.

We are pleased to have the City as our client, and look forward to a mutually satisfactory and beneficial relationship. If the foregoing terms are acceptable to you, please so indicate by returning a copy of this letter signed by the appropriate individual so authorized for the City and keeping a copy for your files. Thank you.

BUTLER SNOW LLP

Accepted and Approved:

CITY OF GAUTIER, MISSISSIPPI

By: _____

Title: _____

Date: _____

Enclosures

cc: Robert G. Ramsay, Esq., City of Gautier, Mississippi City Attorney
(via email to: robertgramsay@att.net)

Exhibit A
BUTLER SNOW LLP
STANDARD BILLING TERMS AND CHARGES FOR EXPENSES
As of January 1, 2014

Butler Snow LLP (the "Firm") will bill clients on a monthly basis for legal services, unless another arrangement is agreed to and approved in writing by the Firm and the Client. The Firm typically sends bills for legal services and expenses via the U.S. Postal Service or by e-mail. Electronic billing services may also be used by specific agreement.

It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provided. As such, we do not charge for many incidental costs or routine services. We are continually working to ensure that our bills are clear and understandable. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved. The chart below spells out the complete details of our expense charges. Our payment terms are payment within **15 days** of receipt of the bill, unless other arrangements are agreed to in advance.

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Normal sized documents (up to 11 x 17)	For reproduction in excess of 50 pages per day – Black & White: \$0.10/page Color: \$0.25/page
	Bates Labeling – Electronic: \$0.05/page Manual: \$0.15/page
Oversize documents (size in excess of 11 x 17)	Charge for each page – no exclusion Black & white: \$6.00/page Color: \$30.00/page
Electronic Data Manipulation for reproduction	\$75 per hour

Document Scanning	No charge for routine scanning (except evidentiary materials) Bulk scanning of evidentiary documents: \$0.06/page <i>(additional charge for document coding)</i>
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Oversize documents (size in excess of 11 x 17)	\$10.00/page
Wire Transfers	Outgoing: International: \$50/wire Domestic: \$25/wire
Data/Audio/Visual Duplication & Reproduction	CD/DVD: \$12.00 for each disc Portable Media Devices: Priced per data storage size
Electronically Stored Information (Litigation Support Services)	Data Filtering/Searching: \$50.00/gb per occurrence Data Processing Native: \$200.00/gb per occurrence Data Processing Full Tiff: \$250.00/gb per occurrence Data Storage: \$15.00/gb per mo.
Computerized Legal Research	No charge for basic research. \$25/search for public records, special treatises, briefs, motions and expert directory databases. Specialized research at actual cost with prior client approval
Electronic retrieval of Court documents	\$0.40 / document
Electronic retrieval of Court documents	No charge for calls or Fax transmissions within the United States. Non-domestic and conference calls charged at actual cost.
Travel (personal vehicle)	Current Standard Mileage Rate as allowed by the IRS
Messenger Delivery and Service of Subpoenas or Summons	Deliveries under 10 miles one way-No charge; 10-25 miles one way - \$25.00; over 25 miles one way - \$10.00/hour plus mileage; Service of Subpoenas/Summons - \$35.00 plus delivery
Overnight Package Delivery	Charged at actual cost per package
Postage	No charge for routine postage (under \$25 per day) Bulk mailing postage: at actual cost

Exhibit B

NOTICE TO CLIENTS OF BUTLER SNOW'S RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records or documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.

Exhibit C

Bond Issues Reported to SEC

\$9,185,000 Combined Utility System Revenue Refunding Bonds, Series 2012 dated 5/31/12
(Duncan-Williams, Inc.)

EXHIBIT D

POLICY

23250246 v1

**CITY OF GAUTIER, MISSISSIPPI
POLICIES AND PROCEDURES
FOR CONTINUING DISCLOSURE/SEC RULE 15c2-12 COMPLIANCE**

I. Statement of Purpose

This Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (this "**Policy**") designates specific policies of the City of Gautier, Mississippi (the "**Issuer**") to monitor and ensure post issuance compliance under and pursuant to its continuing disclosure agreements/certificates (the "**CDA**") in connection with certain bond obligations (the "**Obligations**") issued by the Issuer with applicable provisions of the Securities and Exchange Commission's ("**SEC**") Rule 15c2-12 (the "**Rule**").

This Policy describes various procedures and systems designed to identify on a timely basis facts relevant to demonstrating compliance with the requirements that must be satisfied subsequent to the issuance of Obligations in order that the Obligations be, or continue to be, in compliance with the CDA and the Rule. The Issuer recognizes that compliance with the Rule is an on-going process, necessary, during the entire term of the Obligations, and is an integral component of the Issuer's overall debt management policies. Accordingly, the analysis of those facts and implementation of this Policy will require on-going monitoring and may require consultation with bond counsel or other professionals beyond the scope of their initial engagement with respect to the issuance of particular Obligations.

II. Responsible Parties

- A. The _____ shall identify an appropriate officer (currently the _____) to be responsible for monitoring the Issuer's post-issuance compliance issues (the "**Staff Designee**"). The _____ shall be responsible for ensuring an adequate succession plan for transferring post-issuance compliance responsibility when changes in officers and staff occur.
- B. The Staff Designee will coordinate procedures for record retention and review of such records.
- C. The Staff Designee will review post-issuance compliance procedures and systems on a periodic basis, but not less than annually, will keep a log to document such reviews, and will consult as necessary with the Issuer's financial advisor and bond counsel.
- D. The Staff Designee shall maintain originals and copies of all documents and other records relating to the Obligations.
- E. The Staff Designee will review each issue of Obligations for compliance with this Policy on a periodic basis, but not less than annually, and will keep a log to document such reviews.

III. General Recordkeeping

The Staff Designee will maintain and store a copy of the following documents on file at all times for the life of the Obligations plus three (3) years:

- Financing transcript (may be in CD form);
- Copy of the CDA for each Obligation;
- Copy of the Official Statement for each Obligation;
- Copy of any rating reports or analysis;
- Copy of any defeasance, refunding or redemption notices;
- Copy of any Material Event Notice (as defined below);
- Copy of any Notice of Failure to File Annual Report (as defined below);
- Copy of any Annual Filing (as defined below);
- Copy of Financial Statements of the Issuer; and
- Copy of Current Budget information of the Issuer.

IV. Annual Filing

The following relate to compliance with the Rule regarding Annual Filings of Obligations.

The Staff Designee will:

- A. Appoint or engage bond counsel or a dissemination agent (the “**Agent**”) to assist in carrying out its obligations under this Policy, each CDA and the Rule. If the Issuer does not engage an Agent to file its Annual Filing, the Staff Designee shall be responsible for submitting the information required in this Policy directly to the MSRB (as defined below) through EMMA (as defined below) pursuant to each CDA.
- B. Confirm that the Agent has filed with the Municipal Securities Rulemaking Board (the “**MSRB**”) through the EMMA Dataport (“**EMMA**”) at <http://www.emma.msrb.org>; information which is consistent with the requirements under its CDA (the “**Annual Filing**”) no later than the date required for the reporting of each Annual Filing as determined by each CDA (the “**Report Date**”). The Annual Filing may be submitted as a single document or as separate documents comprising a package, and may be submitted separately from the balance of the Annual Filing.
- C. If the Issuer is unable to provide the Annual Filing or portions of the Annual Filing by the Report Date, confirm that the Agent has filed on the Report Date a notice to the MSRB (the “**Notice of Failure to File**”) in substantially the form attached hereto as **Exhibit A**.
- D. Confirm that the Agent has filed audited financial statements by the Report Date. If audited financial statements are unavailable by the Report Date, confirm that the Agent has filed a Notice of Failure to File on the Report Date.
- E. Confirm that the Agent has filed the budget for the next fiscal year by the Report Date.
- F. Confirm that the Annual Report contains the appropriate information as required by its CDA. Examples of the following information typically required in an Annual Report are as follows:

1. Audited Financial Statements;
 2. Budget for next fiscal year;
 3. Accounting principles pursuant to which the Audited Financial Statements were prepared; and
 4. Operating and financial information contained in the official statement in connection with the Obligation.
- G. Confirm that no listed event as required by the Issuer's CDA has occurred. If the Issuer determines that a listed event has occurred, confirm that the Agent causes a notice of such occurrence (the "**Material Event Notice**") to be filed with the MSRB on or before the time period prescribed by the Rule, through EMMA, together with a cover sheet in substantially the form attached hereto as **Exhibit B**.

V. Material Event Notice

The following policies relate to compliance with regulations regarding the filing of a Material Event Notice.

The Staff Designee will:

- A. Notify Bond Counsel and/or the Agent of any Listed Event (defined below) within ten (10) days after the occurrence of the event.
- B. Confirm that the Material Event Notice of such Listed Event was provided to the MSRB, through EMMA, within ten (10) days after the occurrence of an event.

Listed Events include:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Obligations, or other material events affecting the tax status of the Obligations;
- (7) Modifications to rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;

(10) Release, substitution, or sale of property, if any, securing repayment of the Obligations, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

VI. Rating Changes

The following policies relate to compliance with regulations regarding any rating changes. Rating changes may include, without limitation, any change in rating on the Obligations

The Staff Designee will:

- A. Notify Bond Counsel and/or the Agent of any rating change within ten (10) days after the occurrence of the event.
- B. Confirm that the rating change was provided to the MSRB, through EMMA, within ten (10) days after the rating change in the form of the Material Event Notice.

VII. Defeasance of Obligations

The following policies relate to compliance with regulations regarding any defeasance of any Obligations.

The Staff Designee will:

- A. Confirm Bond Counsel and/or the Agent has filed notice of the defeasance in the form of a Material Event Notice and that the Material Event Notice provides explicit disclosure as to whether the Obligations have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

VIII. Training

The following policies relate to compliance with regulations regarding training of staff in connection with the Policy.

The Staff Designee will consult with Bond Counsel and/or the Agent on appropriate training of responsible employees and staff in connection with this Policy.

Adopted on _____, 2014.

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Gautier, Mississippi

Date of Issuance: _____, 2014

CUSIP Numbers: _____, _____, _____

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report as required by its continuing disclosure undertakings. The City anticipates that the Annual Report will be filed by

_____.

Dated: _____

CITY OF GAUTIER, MISSISSIPPI

By: _____
Authorized Officer

EXHIBIT B

MATERIAL EVENT NOTICE COVER SHEET

Name of Issuer: City of Gautier, Mississippi

Date of Issuance: _____, 2014

CUSIP Numbers: _____, _____, _____

Description of the attached Material Event Notice (Check One):

- 1. _____ Principal and interest payment delinquencies
- 2. _____ Non-Payment related defaults, if material
- 3. _____ Unscheduled draws on debt service reserves, if any, reflecting financial difficulties
- 4. _____ Unscheduled draws on credit enhancements reflecting financial difficulties
- 5. _____ Substitution of credit or liquidity providers, or their failure to perform
- 6. _____ Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (ITS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the Bonds
- 7. _____ Modifications to rights of Bondholders, if material
- 8. _____ Bond calls, if material, and tender offers
- 9. _____ Defeasances
- 10. _____ Release, substitution, or sale of property, if any, securing repayment of the securities
- 11. _____ Rating changes
- 12. _____ Bankruptcy, insolvency, receivership or other similar event of the State
- 13. _____ The consummation of a merger, consolidation or acquisition involving the State or the sale of all or substantially all of the assets of the State, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
- 14. _____ Appointment of a successor or additional trustee or the change of name of a trustee, if material
- 15. _____ Failure to provide annual financial information as required by the Rule
- 16. _____ Other material event notice (specify) _____

I hereby represent that I am authorized by the City/Other Obligated Person or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Employer: _____

Address: _____

Issuer, State, Zip Code: _____

Voice Telephone Number: _____