

OFFICIAL NOTICE OF SALE

City of Marco Island, Florida

\$20,790,000*

Utility System Refunding Revenue Bonds, Series 2026

The City of Marco Island, Florida Utility System Refunding Revenue Bonds, Series 2026 (the "2026 Bonds") are being offered for sale in accordance with this Official Notice of Sale. Notice is hereby given that bids will be received by the City of Marco Island, Florida (the "Issuer" or the "City") for the purchase of the 2026 Bonds via IHS Markit's PARITY/Bid COMP Competitive Bidding System ("Parity") in the manner described below until 10:30 a.m., Eastern time, on Tuesday, August 25, 2026. The date and/or time of the sale may be modified by the Finance Director of the City or her designee no less than ten (10) days after the date of publication of this notice and communicated through Thomson Municipal Market Monitor not less than twenty (20) hours prior to the time bids are to be received. To the extent any instructions or directions set forth on Parity conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about Parity, and to subscribe in advance of the bid, potential bidders may contact Parity at 212-849-5021. The use of Parity shall be at the bidder's risk and expense, and the Issuer shall have no liability with respect thereto.

BOND DETAILS

The description of the 2026 Bonds, the purpose thereof and the security therefor, as set forth in this Official Notice of Sale, is subject in its entirety to the disclosures made in the Preliminary Official Statement related to the 2026 Bonds. See "DISCLOSURE INFORMATION" herein.

The 2026 Bonds will be issued as fully registered bonds, and when executed and delivered, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC"), which will act as securities depository for the 2026 Bonds. Individual purchases of the 2026 Bonds may be made only in book-entry form in denominations of \$5,000 or integral multiples thereof. Purchasers of the 2026 Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates. As long as Cede & Co. is the registered owner of the 2026 Bonds as nominee for DTC, payments of principal and interest with respect to the 2026 Bonds will be made directly to such registered owner who will in turn remit such principal and interest payments to DTC participants for subsequent disbursement to the Beneficial Owners. The Issuer will not be responsible for payments to Beneficial Owners.

The 2026 Bonds will be dated their date of delivery (expected to be September 16, 2026) or such other date as may be communicated through the Parity system not less than 20 hours prior to the time bids are to be received, and shall bear interest from such date and shall be payable semiannually commencing on April 1, 2027, and on each April 1 and October 1 thereafter until maturity at the rate or rates specified in such proposals as may be accepted. The proposed schedule of maturities and amounts are as follows:

INITIAL MATURITY SCHEDULE FOR THE 2026 BONDS

[INSERT AMORTIZATION SCHEDULE]

* Preliminary; subject to change.

NOTE: The Issuer reserves the right to modify the maturity schedules shown above. Any such modification will be communicated through the Thomson Municipal Market Monitor (See, "ADJUSTMENT OF PRINCIPAL AMOUNTS" below.)

PAYING AGENT AND REGISTRAR

The Paying Agent and Registrar for the 2026 Bonds will be Computershare Trust Company, St. Paul, Minnesota.

ADJUSTMENT OF PRINCIPAL AMOUNTS

The schedule of maturities set forth above (the "Initial Maturity Schedule") represents an estimate of the principal amount and maturities of the 2026 Bonds that will be sold. The Issuer reserves the right to change the Initial Maturity Schedule by announcing any such change not later than 3:00 p.m., Eastern Time, on the day immediately preceding the date set for receipt of bids, through the Parity system. If no such change is announced, the Initial Maturity Schedule will be deemed the schedule of maturities for submission of the bid.

Furthermore, if after final computation of the bids, the Issuer determines in its sole discretion that the funds necessary to accomplish the purpose of the 2026 Bonds is more or less than the proceeds of the sale of all of the 2026 Bonds, the Issuer reserves the right to increase or decrease the principal amount, by no more than 15% of the principal amount of the 2026 Bonds, or 15% within a given maturity of the 2026 Bonds (to be rounded to the nearest \$5,000) or by such other amount as approved by the winning bidder.

In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted; and the 2026 Bonds of each maturity, as adjusted, will bear interest at the same rate and must have the same initial reoffering yield as specified immediately after award of the 2026 Bonds of that maturity. However, the award will be made to the bidder whose bid produces the lowest true interest cost rate, calculated as specified herein, solely on the basis of the 2026 Bonds offered, without taking into account any adjustment in the amount of the 2026 Bonds pursuant to this paragraph.

REDEMPTION PROVISION

The 2026 Bonds are not subject to optional redemption prior to their maturities.

AUTHORITY AND PURPOSE

The 2026 Bonds are being issued pursuant to Resolution No. 03-55, adopted by the City Council of the City (the "City Council") on September 29, 2003, as amended and supplemented from time to time, and as particularly amended by Resolution No. 05-71 adopted by the City Council on October 17, 2005, and as supplemented by Resolution No. 26-____ adopted by the City Council on July 20, 2026 (collectively, the "Bond Resolution") and the Constitution and laws of the State of Florida, Chapter 166, Part II, Florida Statutes, Chapter 159, Part I, Florida Statutes, the municipal Charter of the City, and other applicable provisions of law (collectively, the "Act").

The proceeds of the 2026 Bonds, together with other legally available funds of the City, are being used to (i) refund all or a portion of the City's Utility System Refunding Revenue Bonds, Series 2016, and (ii) pay certain costs of issuance of the 2026 Bonds.

SECURITY

The 2026 Bonds and the interest thereon are payable from an irrevocable lien on (1) the Net Revenues derived from the operation of the City's Utility System (as hereinafter defined), (2) the Sewer System Capital Facilities Fees and Water System Capital Facilities Fees (as defined below), and (3) until applied in accordance with the Bond Resolution, the moneys on deposit in the various funds and accounts created pursuant to the Bond Resolution, except (A) the Rebate Fund, (B) to the extent moneys therein shall be required to pay the Cost of Operation and Maintenance as defined and in accordance with the Bond Resolution, and (C) to the extent moneys on deposit in a subaccount of the Reserve Fund or Project Fund shall be pledged solely for the payment of a particular Series of Bonds for which it was established in accordance with the provisions of the Bond Resolution (clauses (1), (2) and (3) above are collectively referred to as the "Pledged Revenues"). Such lien would be prior and superior to all other liens and encumbrances on such Pledged Revenues. (Neither the Reserve Fund nor any subaccount created therein shall secure the Series 2026 Bonds.) The City has covenanted that it will deposit all Gross Revenues it collects from the operation of or ownership of the Utility System into the Revenue Fund, where they will be subject to the lien of the Bonds.

UNDERLYING RATINGS

Moody's Investors Service, Inc. ("Moody's") and Fitch Ratings ("Fitch") have assigned their municipal bond ratings of "____" (____ outlook) and "____" (____ outlook), respectively, to the 2026 Bonds.

BIDDING PROCEDURE

Only electronic bids submitted via Parity will be accepted. No other provider of electronic bidding services will be accepted. No bid delivered in person or by facsimile directly to the City will be accepted. Bidders are permitted to submit bids for the 2026 Bonds during the bidding time period, provided they are eligible to bid as described in this Official Notice of Sale. Each electronic bid submitted via Parity shall be deemed an irrevocable offer in response to this Official Notice of

Sale and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the City. All bids remain firm until an award is made.

The opening of the bids via Parity will be made available to the public by the City at the office of the Finance Director, located at 50 Bald Eagle Drive, Marco Island, Florida.

TERMS OF BID AND BASIS OF AWARD

Proposals must be unconditional and for the purchase of all of the 2026 Bonds. The reoffering price for the 2026 Bonds may not be less than 99% of the principal amount of the 2026 Bonds for any single maturity thereof. The aggregate purchase price, inclusive of original issue discount ("OID"), original issue premium ("OIP") and underwriter's discount may not be less than 99% of the principal amount of the 2026 Bonds.

The 2026 Bonds shall bear interest expressed in multiples of 1/8 or 1/20 of 1.00%. The use of split or supplemental interest coupons will not be considered and a zero rate or blank rate will not be permitted. All 2026 Bonds maturing on the same date shall bear the same rate of interest.

The 2026 Bonds will be awarded to the bidder offering to purchase the 2026 Bonds at the lowest annual interest cost computed on a TIC basis. The annual TIC will be determined by doubling the semi-annual interest rate necessary to discount the semi-annual debt service payments on the 2026 Bonds back to the Net Bond Proceeds (defined as the par amount of the 2026 Bonds, plus any OIP, less any OID and underwriters' discount on the 2026 Bonds, calculated on a 360 day year to the Closing Date, as defined below). The TIC must be calculated to four (4) decimal places. **NO BID SHALL BE ACCEPTED WITH A TIC GREATER THAN ____%.**

THE ISSUER RESERVES THE RIGHT TO REJECT ALL BIDS OR ANY BID NOT CONFORMING TO THIS OFFICIAL NOTICE OF SALE. THE ISSUER ALSO RESERVES THE RIGHT TO WAIVE, IF PERMITTED BY LAW, ANY IRREGULARITY OR INFORMALITY IN ANY PROPOSAL. THE ISSUER SHALL NOT REJECT ANY CONFORMING BID, UNLESS ALL CONFORMING BIDS ARE REJECTED.

GOOD FAITH DEPOSIT

If the City selects a winning bid, then the successful bidder must submit a "Good Faith Deposit" (the "Deposit") to the City in the form of a wire transfer in the amount of \$207,900 no later than 4:00 p.m., Eastern time on the same day as the award. The Deposit of the successful bidder will be collected and the proceeds thereof retained by the Issuer to be applied as partial payment for the 2026 Bonds and no interest will be allowed or paid upon the amount thereof, but in the event the successful bidder shall fail to comply with the terms of the bid, the proceeds thereof will be retained as and for full liquidated damages.

STANDARD FILINGS, CHARGES AND CLOSING DOCUMENTS

The winning bidder will be required to make the standard filings and maintain the appropriate records routinely required pursuant to MSRB Rules G-8, G-11 and G-36. The winning

bidder will be required to pay the standard MSRB charge for the 2026 Bonds purchased. In addition, those who are members of SIFMA will be required to pay SIFMA's standard charge per bond. The winning bidder will also be required to execute certain closing documents required by Florida law or required by Bond Counsel (as defined below) in connection with the delivery of its tax opinion. See "DISCLOSURE; AMENDMENTS TO NOTICE OF SALE; NOTIFICATION OBLIGATIONS OF PURCHASER" herein.

CUSIP NUMBERS

The Issuer will assume no obligation for the assignment of CUSIP numbers to the 2026 Bonds or for the correctness of any such numbers printed thereon, but the Issuer will permit such printing to be done at the expense of the winning bidder, provided that such printing does not result in any delay of the date of delivery of the 2026 Bonds. PFM Financial Advisors LLC, the Issuer's Municipal Advisor, will request the assignment of CUSIP numbers prior to the sale of the 2026 Bonds.

DELIVERY OF THE 2026 BONDS

The Issuer will pay the cost of preparing the 2026 Bonds. The successful bidder is responsible for DTC eligibility and related DTC costs. Delivery of and payment for the 2026 Bonds will be via DTC Fast on or about September 16, 2026 (the "Closing Date") or other time acceptable to the successful bidder and the Issuer. Payment of the full purchase price, less the Deposit, shall be made to the Issuer not later than 12:00 P.M., Eastern time on the Closing Date, in Federal Reserve Funds of the United States of America, without cost to the Issuer.

The legal opinion of Bryant Miller Olive P.A. ("Bond Counsel") will be furnished without charge to the successful bidder at the time of delivery of the 2026 Bonds. For a further discussion of the content of that opinion and the proposed form of the approving opinion, see the Preliminary Official Statement for the 2026 Bonds.

There will also be furnished at the time of delivery of the 2026 Bonds, a certificate or certificates of the Issuer (which may be included in a consolidated closing certificate) relating to the accuracy and completeness of the Official Statement; and stating, among other things, that there is no litigation or administrative action or proceeding pending or, to the knowledge of the Issuer, threatened, at the time of delivery of the 2026 Bonds, (a) to restrain or enjoin or seeking to restrain or enjoin the issuance and delivery of the 2026 Bonds or (b) affecting the validity of the 2026 Bonds, and that the Preliminary Official Statement has been deemed by the Issuer to be a "final official statement" for purposes of SEC Rule 15c2-12(b).

The successful bidder will be responsible for the clearance or exemption with respect to the status of the 2026 Bonds for sale under the securities or "Blue Sky" laws of the several states and the preparation of any surveys or memoranda in connection with such sale.

ESTABLISHMENT OF ISSUE PRICE

(a) The winning bidder shall assist the City in establishing the issue price of the 2026 Bonds and shall execute and deliver to the City upon issuance of the 2026 Bonds an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the 2026 Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A-1, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel.

(b) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the 2026 Bonds) will apply to the initial sale of the 2026 Bonds (the "competitive sale requirements") because:

- (i) the City shall disseminate this Official Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (ii) all bidders shall have an equal opportunity to bid;
- (iii) the City may receive bids from at least three underwriters of municipal bonds who represent to have established industry reputations for underwriting new issuances of municipal bonds; and
- (iv) the City anticipates awarding the sale of the 2026 Bonds to the bidder who submits a firm offer to purchase the 2026 Bonds at the highest price (or lowest interest cost), as set forth in this Official Notice of Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the 2026 Bonds, as specified in the bid.

(c) In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of a maturity of the 2026 Bonds (the "10% test") is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the 2026 Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the 2026 Bonds satisfies the 10% test as of the date and time of the award of the 2026 Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the 2026 Bonds, which maturities of the 2026 Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the 2026 Bonds. Bidders should prepare their bids on the assumption that some or all of the maturities of the 2026 Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the 2026 Bonds.

(d) By submitting a bid, the winning bidder shall (i) confirm that it and all other underwriters that are participating in the winning bidder's bid have offered or will offer the 2026 Bonds to the public on or before the date of award at the offering price or prices (the "initial

offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of itself and all other underwriters participating in the winning bidder's bid for the purchase of the 2026 Bonds, that the underwriters will neither offer nor sell unsold 2026 Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (A) the close of the fifth (5th) business day after the sale date; or
- (B) the date on which the underwriters have sold at least 10% of that maturity of the 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

(e) If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the 2026 Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold 2026 Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all the 2026 Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the 2026 Bonds of that maturity, provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or bond counsel.

(f) The City acknowledges that, in making the representations set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2026 Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the 2026 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2026 Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the 2026 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2026 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2026 Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with

its corresponding agreement to comply with the requirements for establishing issue price of the 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule if applicable to the 2026 Bonds.

(g) By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable:

(A)(1) to report the prices at which it sells to the public the unsold 2026 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred until either all 2026 Bonds of that maturity allocated to it have been sold or until it is notified by the winning bidder that the 10% test has been satisfied as to the 2026 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder and (2) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires.

(B) to promptly notify the winning bidder of any sales of 2026 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the 2026 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the 2026 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold 2026 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all 2026 Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% test has been satisfied as to the 2026 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

(h) Sales of any 2026 Bonds to any person that is a related party to an underwriter participating in the initial sale of the 2026 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Official Notice of Sale. Further, for purposes of this Official Notice of Sale:

- (i) "public" means any person other than an underwriter or a related party,
- (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 2026 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the 2026 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the 2026 Bonds to the public),
- (iii) a purchaser of any of the 2026 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) "sale date" means the date that the 2026 Bonds are awarded by the City to the winning bidder, which is expected to be August 25, 2026.

**DISCLOSURE; AMENDMENTS TO NOTICE OF SALE;
NOTIFICATION OBLIGATIONS OF PURCHASER**

This Official Notice of Sale is not intended as a disclosure document and bidders are required to obtain and carefully review the Preliminary Official Statement before submitting a bid.

This Official Notice of Sale may be amended from time to time after its initial publication by publication of amendments thereto not less than 20 hours prior to the bid date and time through the Parity system. Each bidder will be charged with the responsibility of obtaining any such amendments and complying with the terms thereof.

Prior to delivery of the 2026 Bonds to the successful bidder, the successful bidder shall file with the Issuer a statement as described in Section 218.38(1)(c)2, Florida Statutes, containing the underwriting spread (including management fee, if any), and the amount of any fee, bonus or gratuity paid in connection with the 2026 Bonds to any person not regularly employed by the

successful bidder. This statement shall be filed with the Issuer even if no such management fee or underwriting spread has been charged by the successful bidder or no such fee, bonus or gratuity has been paid by the successful bidder, and such filing shall be a condition precedent to the delivery of the 2026 Bonds by the Issuer to the successful bidder.

The successful bidder shall also verify its winning bid in writing to the Issuer by executing a printed copy of its winning bid as reported on Parity.

The winning bidder is required to provide a Truth in Bonding Statement pursuant to Section 218.385, Florida Statutes, and to disclose the payment of any "finder's fee" pursuant to Section 218.386, Florida Statutes, prior to the award of the 2026 Bonds, as set forth in Exhibit A-2 to this Official Notice of Sale.

The winning bidder is required to provide an Anti-Human trafficking affidavit, provided in Exhibit A-3, pursuant to Section 787.06(13), Florida Statutes, prior to the award of the 2026 Bonds.

OFFICIAL STATEMENT

The Issuer shall furnish at its expense within seven (7) business days after the 2026 Bonds have been awarded to the successful bidder, or at least five (5) business days before the Closing Date, whichever is earlier, up to 50 copies of the final Official Statement, which, in the judgment of the Municipal Advisor to the City will permit the successful bidder to comply with applicable SEC and MSRB rules. The successful bidder may arrange for additional copies of the final Official Statement at its expense.

CONTINUING DISCLOSURE

In order to assist bidders in complying with SEC Rule 15c2-12, the Issuer will undertake to provide, or cause to be provided, certain financial information and operating data and to provide notices of certain events, if material. Such information will be filed with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access System ("EMMA"). Notices of material events will be filed with the Municipal Securities Rulemaking Board through EMMA. A summary of such undertaking is contained in the Preliminary Official Statement related to 2026 Bonds.

DISCLOSURE INFORMATION

Copies of the Preliminary Official Statement "deemed final" (except for permitted omissions) by the Issuer in accordance with SEC Rule 15c2-12 must be obtained from the Municipal Advisor to the Issuer, PFM Financial Advisors LLC, 200 S. Orange Avenue, Suite 760, Orlando, Florida 32801, 407-406-5760 before a bid is submitted. The Issuer's Preliminary Official Statement and Official Notice of Sale are also available for viewing in electronic format at <http://www.munios.com>.

CITY OF MARCO ISLAND, FLORIDA

By: Marcia Saulo
Finance Director

EXHIBIT A-1

CERTIFICATE WITH RESPECT TO "ISSUE PRICE"

The undersigned, on behalf of _____ ("_____"), hereby represents and warrants that it has an established industry reputation for underwriting new issuances of municipal bonds and certifies as set forth below with respect to the sale of the City of Marco Island, Florida Utility System refunding Revenue Bonds, Series 2026 (the "Bonds").

[Alternate 1 - Competitive Safe Harbor Met]

[1. Reasonably Expected Initial Offering Price. (a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by _____ are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by _____ in formulating its bid to purchase the Bonds. Attached as Schedule B are true and correct copies of the bid provided by _____ to purchase the Bonds and the pricing wire or equivalent communication for the Bonds.

(b) _____ was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by _____ constituted a firm offer to purchase the Bonds.]

[Alternate 2 - Competitive Sale Requirements Not Met]

[1. **Sale of the General Rule Maturities.** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the General Rule Maturities was sold to the Public is the respective price listed in Schedule A.

2. Initial Offering Price of the Hold-the-Offering Price Maturities.

(a) _____ offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Issue is attached to this Certificate as Schedule B.

(b) _____ has retained all of the unsold Bonds of each Hold-the-Offering-Price Maturity of the Bonds and has neither offered nor sold any of the unsold Bonds of such Maturity of the Hold-the-Offering-Price Maturities to any person at a price that is higher than the respective Initial Offering Price for that Maturity during the Holding Period for such Maturity.]

2. Defined Terms.

[(a) General Rule Maturities means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."]

[(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."]

[(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which _____ have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Sale Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means the City of Marco Island, Florida.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

[(g) *Related Party* means an entity that shares with another entity (1) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (2) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (3) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).]

(h) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is August 25, 2026.

(i) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents _____'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Arbitrage and Certain Other Tax Matters relating to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bryant Miller Olive P.A. in connection

with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

By: _____
[Name]

Dated: _____, 2026

SCHEDULE 1

EXPECTED OFFERING PRICES
OR
PRICES OF SOLD AND UNSOLD BONDS

SCHEDULE 2

COPY OF UNDERWRITER'S BID AND PRICING WIRE

EXHIBIT A-2

**CITY OF MARCO ISLAND, FLORIDA
UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2026
TRUTH-IN-BONDING STATEMENT
AND DISCLOSURE**

In compliance with Section 218.385, Florida Statutes, as amended, the undersigned bidder submits the following Truth-In-Bonding Statement with respect to the City of Marco Island, Florida Utility System refunding Revenue Bonds, Series 2026 (the "2026 Bonds") (NOTE: For information purposes only and not a part of the bid):

The City of Marco Island, Florida (the "Issuer") is proposing to issue \$_____ * of the 2026 Bonds for the purpose of providing funds, together with other legally available funds, to refund all or a portion of the City's Utility System Refunding Revenue Bonds, Series 2016 and pay certain costs of issuance of the 2026 Bonds. The 2026 Bonds are expected to be repaid over a period of approximately__ years. At a forecasted interest rate of _____%, total interest paid over the life of the 2026 Bonds will be \$_____.

The source of repayment or security for the 2026 Bonds is the Net Revenues of the Issuer's Public Utility System (as defined in the Preliminary Official Statement and Official Notice of Sale, relating to the 2026 Bonds) in the manner and to the extent described in the Preliminary Official Statement and Official Notice of Sale, relating to the 2026 Bonds. Issuance of the 2026 Bonds is estimated to result in an annual average of approximately \$_____ of the Net Revenues of the Issuer's Public Utility not being available to finance the other services of the Issuer for ____ years.

In compliance with Section 218.386, Florida Statutes, the undersigned, on behalf of itself and all other members of the underwriting group, if any, hereby certifies that neither it nor any member of the underwriting group have paid any "finder's fees" as defined in Section 218.386, Florida Statutes, or any bonus, fee or gratuity in connection with the sale of the 2026 Bonds, except as provided below:

Bidder's Name: _____
By: _____
Title: _____
Date: _____

* Preliminary, subject to change.

EXHIBIT A-3
NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(14), Florida Statutes
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of _____, and attest that said entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above stated facts are true and correct.

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2026 by _____ as _____ on behalf _____. He/she is ☐ personally known to me or ☐ has produced _____ (Type of Identification) as identification.

(Notary Seal)

Signature of Notary Public

Print, Type or Stamp Name of Notary

Serial Number, if any