

December 19, 2025

Casey Lucius, Ph.D., Interim City Manager
City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145

Re: Special Counsel Services Related to General Obligation Bond Referenda and Bond Validation

Dear Ms. Lucius:

Thank you for considering Bryant Miller Olive (the "Firm") for purposes of providing special counsel services to the City of Marco Island (the "City") related to the conduct and validation of one or more general obligation bond referenda to be undertaken by the City. If such referenda are approved by the qualified electors of the City, the general obligation bonds would finance capital improvement projects of the City including but not limited to transportation improvements and municipal parks and facilities. It is our understanding that the City intends to conduct the bond referenda in conjunction with the August 2026 primary election, and that our services would include assisting generally with the process for conducting the referenda, ensuring compliance with timing and technical requirements, preparing the ordinances and/or resolutions calling the referendum and approving the ballot title and question(s) used for the referenda, and preparing and facilitating the notices for the referenda required under state law. In the event the general obligations bonds are approved by the qualified electors of the City, we would also prosecute a bond validation on behalf of the City pursuant to Chapter 75, Florida Statutes, seeking judicial confirmation of the City's authority to issue the bonds and all matters conducted therewith, including the conduct of the referenda. This Engagement Letter sets forth the terms by which the Firm will provide special counsel services related to the referenda and validation.

Reference is made to that certain City of Marco Island Agreement #2020-08 for Bond Counsel between the City and the Firm dated March 16, 2020 (the "Agreement"). The services contemplated by this Engagement Letter are in addition to and distinct from the bond counsel services contemplated by the Agreement, though the suggested budget allocations set forth herein are based on the hourly rates attached as Exhibit B-1 to the Agreement. The terms and fees for our work as Bond Counsel on any issuance of general obligation bonds following the referenda and validation will be governed by the Agreement. Given the Firm's role as Bond Counsel to the City, this Engagement Letter is being delivered as a supplement to the Agreement.

The Firm will provide special counsel services to the City on an as-needed basis at the hourly rate of \$325 per hour, pursuant to the Agreement. For planning purposes, we suggest a budget allocation of \$10,000 to assist with the bond referenda, and in the event one or more referenda are approved by City electors, \$17,500 for the bond validation proceeding. Such amount assumes the bond validation is uncontested and un-appealed. In the event the bond validation is contested or otherwise challenged by the State Attorneys or other parties, our fee will be determined based on the hourly rate of \$325, as provided in the Agreement, and our services for any appeal would be at the City Council's pleasure and governed by separate engagement letter. The fee estimate for assistance with the bond referenda assumes appearances or attendance at City Council meetings will be by virtual or telephonic means. All other terms of our engagement as special counsel hereunder will be governed by the Agreement.

In addition to hourly rates, the Firm will invoice for reimbursement for actual costs incurred, such as court filing fees, computer printing or photocopies, long distance telephone charges, travel expenses, and overnight delivery charges. Any travel expenses will be reimbursed in accordance with Section 112.061, Florida Statutes. We will bill on a monthly basis by detailed invoice reflecting hours and expenses with all appropriate back-up materials typically required by governmental entities.

The City may cancel or terminate this engagement upon written notice to the Firm. In the event of termination of this engagement, the Firm will immediately cease work and shall be reimbursed for eligible and documented time and reimbursable expenses incurred prior to the notice to stop work.

If the terms and conditions described in this letter are acceptable, please direct us to proceed by returning a signed copy for our files. We look forward to working with you and appreciate this opportunity to serve the City of Marco Island.

Sincerely,


Christopher B. Roe

Direction to proceed this ____ day of _____, 20__:

By: _____

Print: _____

Title: _____