

February 23, 2017

Becky Vose, City Attorney
City of Anna Maria
324 Morse Blvd.
Winter Park, Florida 32789

Re: City of Anna Maria, Florida; Special Counsel Services

Dear Becky:

It was a pleasure speaking with you regarding the City of Anna Maria (the "City") and its intent to develop a special assessment program to fund improvements, facilities and services benefitting certain real property located in the City. Bryant Miller Olive (the "Firm") has extensive experience with special assessments and we would be pleased to provide related special counsel services to the City.

It is our understanding that the City has commissioned a report summarizing an apportionment methodology for the assessment program and expects to begin implementation of the assessments in the near future. All or some portion of the assessments will be pledged to the repayment of a bond, note or other debt obligation (the "Bond") which will allow for financing of the improvements over time. The City intends to validate its authority to issue such debt obligation under Chapter 75, Florida Statutes. Our role in the engagement will be to provide legal services related to (i) imposition and collection of the special assessments, (ii) validation of the City's authority to issue the Bond and the assessments pledged to the repayment thereof, and (iii) issuance of the Bond at the conclusion of the validation proceeding.

We anticipate that our work product and deliverables will generally include research related to the imposition of assessments to fund the contemplated services and improvements, reviewing and commenting upon the existing methodology report and suggesting comments or revisions necessary or advantageous for the City, drafting ordinances and/or resolutions providing for imposition of the assessments, preparing and facilitating the provision of any required notices, meeting with City staff, elected officials and consultants and appearing, at your direction, at public meetings of the City Commission and the public hearing required for consideration of the assessments, drafting a debt authorizing resolution, and representing the City in a validation proceeding (including any appeal) initiated to validate the City's authority to issue the Bond.

The following sections describe the terms by which we will provide special counsel services related to implementation and validation of the assessment program, and bond counsel services related to issuance of the Bond. Fees and expenses incurred in developing, implementing and validating a special assessment program, as well as any related financing, are generally recoverable through proceeds of the assessment.

Section 1. Special Counsel Services. The Firm will provide special counsel services related to assessment development and implementation and the validation proceeding at the rate of \$295 per hour for shareholders, \$200 per hour for associates and \$75 per hour for paralegals and law clerks. We will bill periodically, but not less often than monthly, by detailed invoice reflecting hours and expenses with all appropriate back-up materials typically required by governmental entities, unless directed otherwise. Our bills will be due and payable within 30 days of receipt. In addition to hourly rates, the Firm will invoice for reimbursement for actual costs incurred, such as 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. The Firm will utilize associates and paralegals at the rates set forth above where appropriate to minimize costs.

Section 2. Bond Counsel Services.

(A) Scope. The Firm expects to perform the following duties as Bond Counsel to the City:

1. Review of proposed financing programs as to legal feasibility, compliance with applicable law and pending or proposed revisions to the law, including United States Treasury regulations.
2. Advice as to structuring procedures, required approvals and filings, schedule of events for timely debt issuance, and other legal matters relative to the Bond.
3. Attend meetings with City staff and public officials of the City, the City Attorney, the City's financial advisor, the lender and its counsel, and others as appropriate for development of the debt materials or dissemination of information in connection therewith.
4. Prepare ordinances or resolutions and any amendments thereto in order to authorize the Bond.
5. Prepare or review the trust indentures, loan agreements, escrow agreements, and any other agreements or similar documents necessary, related or incidental to any financing.

6. If applicable, review of the bid documents, notice of sale, evaluation of bids and any other documentation or action necessary to conduct a sale of the Bond in that manner.

7. Review the transcripts of all proceedings in connection with the foregoing and indicate any necessary corrective action.

8. Prepare, obtain, deliver and file all closing papers necessary in connection with the Bond, including, but not limited to, certified copies of all minutes, ordinances, resolutions and orders; certificates such as officers, seal, incumbency, signature, no prior pledge; and verifications, consents and opinions from accountants, engineers, special consultants and attorneys.

9. If applicable, review any disclosure documents prepared and authorized by the City, but in our capacity as Bond Counsel, only insofar as such document describes the Bond and summarizes the underlying documents. However, as Bond Counsel, we assume no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistics, projections or data. Furthermore, we assume no responsibility for ensuring qualification of the Bond for sale under the "blue-sky" laws of any jurisdiction.

10. Render a customary approving opinion in written form on the date the Bond is exchanged for its purchase price (the "Closing") as Bond Counsel to the City (the "Bond Counsel Opinion").

Our Bond Counsel Opinion will be addressed to the City and will be delivered by us at the time of the Closing.

The Bond Counsel Opinion will be based on facts and law existing as of its date. In rendering our Bond Counsel Opinion, we will rely on the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Bond. During the course of this engagement, we rely on you to provide us with complete and timely information on all significant developments pertaining to any aspect of the refinancing, the Bond and the security for the Bond. Among other things, we will require the City to execute certificates of fact relating to the use of proceeds of the Bond.

(B) Bond Counsel Fees. Our proposed Bond Counsel fee is \$1.40 per \$1,000 (subject to a minimum fee of \$22,500), plus reasonable out-of-pocket expenses. Our proposed fee is based upon (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bond; (ii) the duties we will undertake pursuant to our engagement letter with the City and as described in this engagement letter; (iii) the time we anticipate devoting to the financing in connection therewith; and (iv) the responsibilities we will

assume. We reserve the right to revisit our proposed fee with the City in terms of a proposed increase if (a) material changes in the structure or schedule of the financing occur; or (b) unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee proposed, we will advise the City; provided, however, that adjustment requires the consent of the City. Notwithstanding anything herein to the contrary, any work done for the City by our bond attorneys prior to the end of the validation case, including any related appeal, will be done at the hourly fees described above.

In addition to our proposed fees, we will be reimbursed for all client charges made or incurred in connection with the Bond issue. Such costs generally include travel costs, photocopying, document printing, deliveries, long distance telephone and conference call charges, telecopier charges, filing fees, computer-assisted research, transcript preparation and other expenses. Our fee is usually paid at the Closing, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing. Detailed supporting documentation is available upon request for statement billings.

If the financing is not consummated, we understand and agree that we will not be paid our proposed fee; however, we expect that all reasonable out-of-pocket expenses are subject to reimbursement.

(C) Limitations on Scope of Bond Counsel Engagement. Our duties as Bond Counsel are limited to those expressly set forth above. Among other things, our scope of services in connection with the issuance of the Bond does not include:

1. Post-closing reinvestment of the Bond proceeds.
2. Preparation of blue sky or investment surveys with respect to the Bond.
3. Investigation or expression of any view as to the creditworthiness of the City, the Bond, any credit enhancement provider, or the debt instrument; or, providing services related to hedging or derivative financial products (e.g. "swaps" and related documents or opinions).
4. Representation of the City in post-closing regulatory investigation or matters.
5. Bankruptcy matters.
6. Drafting state constitutional or legislative amendments.
7. Pursuing test cases or other litigation, such as contested validation proceedings, except as may otherwise be set forth herein.

8. After Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
9. Representing the City in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
10. After Closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bond will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bond.)
11. Addressing any other matter not specifically set forth above that is not required to render our Bond Counsel Opinion.
12. Conducting environmental due diligence.

Section 3. Conflicts. The rules regulating The Florida Bar provide that common representation of multiple parties is permissible where the clients are generally aligned in interest, even though there is some difference in interest among them. We have disclosed to the City that we have, currently do and may in the future, serve as bond, disclosure or other counsel to other local governments or otherwise act as counsel to underwriters, investment banks and commercial banks on public finance matters. From time to time, we may represent the firms which may underwrite the City's bonds, notes or other obligations (and other financial institutions hired by the City) in connection with financings for other governmental entities on unrelated matters. In either case, such representations are standard and customary within the municipal bond industry. In our opinion, we can effectively represent the City and the discharge of the Firm's professional responsibilities notwithstanding our representation of other parties in other matters, either because such representations will be sufficiently different or because the potential for such conflict is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter, and the City expressly consents to such other representations consistent with the circumstances herein described. The City acknowledges and agrees that our role as special counsel, bond counsel, disclosure counsel, or counsel to any local governmental entity or financial institution or in conjunction with public finance transactions is not likely to create or cause any actual conflict, and service as disclosure counsel, bond counsel, or counsel to other clients of ours will not per se be construed as a conflict or be objectionable to the City. However, the City reserves the right to identify a representation that it finds objectionable in the future, in which case the Firm agrees to take appropriate steps to resolve the issue.

Section 4. Attorney-Client Relationship. In this engagement, the City will be our client and an attorney-client relationship will exist between the City and the Firm. We understand that you are serving as the City Attorney. In performing our services as special counsel and bond counsel, we will represent the interests of the City exclusively. Our representation of the City will not affect, however, our responsibility to render an objective Bond Counsel Opinion.

Section 5. Maximum Fees Without Additional City Commission Approval. The maximum amount of total fees to be paid under this Agreement shall be \$25,000.00 without prior City Commission approval.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original letter for your files. We look forward to working with you and appreciate this opportunity to serve the City of Anna Maria

Sincerely,

Christopher B. Roe

cc

Duane D. Draper, Esq.

Direction to proceed this _____ day of _____, 2017:

By: _____

Print: _____

Title: _____