

# GRAYROBINSON



## **Julia C. Mandell**

**Real Estate and Land Use Section Chair**

julia.mandell@gray-robinson.com

813.273.5000

### **Focus**

- Government
- Real Estate
- Land Use Law
- Environmental and Sustainability Law

***In-the-trenches legal advisor representing private and public clients in regulatory and policy matters at the local and state level. Former Tampa City Attorney and served as chair of Mayor Jane Castor's Development Services and Support Advisory Team.***

Julia Mandell is a uniquely talented, process-oriented lawyer advising governmental and business clients throughout the Tampa Bay area. After serving as a long-time public lawyer, she now focuses on counseling and consulting, bringing more than 25 years of invaluable in-house experience to her municipal services practice. Julia works alongside clients to navigate and translate the intricacies of government law and public policy issues. Her particular brand of inside expertise is especially timely and sought after by clients as governmental operations continue to be impacted by the current complicated regulatory climate. Julia helps clients get from point A to point B, translating bureaucracy into meaningful action.

Board certified by The Florida Bar in City, County, and Local Government Law, Julia counsels clients on land use, zoning, development, permitting, real estate, environmental, eminent domain, entitlement, telecommunications, and litigation associated with these areas. She also assists clients in managing procurement issues, having served as a procurement hearing officer for governmental entities, and handles contract negotiations with government agencies and public infrastructure projects. Known for her candor and patience, Julia partners with small and large governmental entities, as well as business clients of all sizes and types in the commercial real estate, health care, transportation, restaurant and hospitality, and cannabis sectors. Notable clients include the Tampa Sports Authority, Hillsborough County School Board, Hillsborough County Transit Authority, Strategic Property Partners, City of South Pasadena, ZooTampa at Lowry Park, and Advent Health. She frequently collaborates with GrayRobinson professionals in the alcohol beverage, corporate, government affairs and lobbying, real estate, and litigation practice areas.

Julia has always enjoyed the interplay between her public service and private practice, weaving the two together seamlessly for the benefit of her clients and colleagues. She served for more than a decade with the Tampa City Attorney's Office, spending the last three years as city attorney, where she was

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only the second woman to hold that position. Previously, she served as an assistant county attorney for Hillsborough County.

## Notable Work

- Negotiated the contract between the Tampa Sports Authority and the NFL for Super Bowl LV at Raymond James Stadium.
- Provided regulatory assistance in the development of Water Street Tampa, a significant mixed-use project in Downtown Tampa.
- Facilitating land use applications in the City of Tampa and Hillsborough County to site much-needed public schools for the School Board of Hillsborough County.
- Guiding local permitting approvals for Cigar City Brewing's Spruce Street Brewery and Tap Room.

## Recognition

- *Best Lawyers in America*, Government Relations Practice, Land Use and Zoning Law, Litigation - Municipal, Municipal Law, 2024
- *Tampa Bay Business Journal*, BusinessWoman of the Year Awards, 2024

## Insights

- "Development Agreements in Florida: The 'Multiverse' of Agreements," Florida Municipal Attorneys Association (FMAA) 40th Annual Seminar, July 29, 2022
- Moderator, "New Year = New Biden Administration: What Should We Expect?" GrayRobinson Webinar, January 13, 2021

## Media

- "Meet Julia Mandell, a 2024 BusinessWoman of the Year honoree," *Tampa Bay Business Journal*, March 28, 2024
- "Tampa luxury condo planned at Bayshore synagogue: a way to coexist?," *Tampa Bay Times*, May 4, 2023
- "Tampa Garden Club says Bayshore tower could close facility," *Tampa Bay Times*, December 20, 2022

## Affiliations

- Adjunct Professor, Masters in Urban and Regional Planning, University of South Florida, 2023
- Mayor Jane Castor Advisory Team
  - Development Services and Support, Chair, 2019
- Accendo LEADForward Roundtables, 2021
- Leadership Tampa, 2015
- Westshore Alliance
  - Board Member

## Credentials

- J.D., University of Florida College of Law, 1995
- B.A., University of Florida, with High Honors, 1992
- Board Certified by The Florida Bar in City, County and Local Government Law

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## **Admissions**

- Florida
- U.S. Court of Appeals for the 11th Circuit
- U.S. District Court for the Middle District of Florida

## Lee, Jacqueline - CCSS

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**From:** Jason B. Burnett <Jason.Burnett@gray-robinson.com>  
**Sent:** Thursday, September 12, 2024 11:39 AM  
**To:** Carrico, Kevin - City Council Office; Julia Mandell  
**Cc:** Kim L. Miller  
**Subject:** Introductions!  
**Attachments:** Julia-C-Mandell\_1681.pdf

**EXTERNAL EMAIL:** This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good morning Councilman Carrico,

Below is a brief email from my partner, Julia Mandell. I believe she is just the lawyer you are looking for to help on the PPP deal with the Laura Street Trio. Also attached is her firm bio that further outlines her topic-related work.

Please let me know how you wish to proceed.

Warm regards,

Jason

Hi Jason

Attached is my bio from the website.

Notable cases I was involved in at the City of Tampa:

1. Water Street Tampa. A 50 acre redevelopment of industrial land into a mixed use district which involved various public private agreements including tax increment financing from the City of Tampa, Hillsborough County and the Tampa CRA to provide for the complete reconstruction of the street grid and construction of new water/wastewater facilities, parks and open space and other public realm improvements.
2. Armature Works. Redevelopment of a historically designated streetcar warehouse into a mixed use food hall, event space and theater on the banks of the Hillsborough River. The overall development also included tax increment financing agreements and significant transportation improvements. I also worked with the developer and the historic preservation staff to find sensitive ways to preserve the streetcar (trolley barn) while providing flexibility for the development.

Let me know if you need anything else.

Julia

**T** 904.598.9929  
**D** 904.632.8474  
**F** 904.598.9109

**Jason B. Burnett**  
Jacksonville Managing Shareholder



GrayRobinson, P.A. • 50 North Laura Street, Suite 1100, Jacksonville, Florida 32202



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Please be advised that this law firm may be acting as a debt collector and is attempting to collect a debt and any information provided will be used for that purpose.



**MICHAEL T. FACKLER  
GENERAL COUNSEL  
CITY OF JACKSONVILLE**

**OFFICE OF GENERAL COUNSEL**

**JOHN C. SAWYER, JR.**  
Deputy, Government Operations Department

117 W. Duval Street, Suite 480 | Jacksonville, FL 32202  
Direct: (904) 255-5074 | Fax: (904) 255-5120  
[JSawyer@coj.net](mailto:JSawyer@coj.net)

May 8, 2024

**VIA ELECTRONIC MAIL**

Ryan Matthews, Esq.  
Gray Robinson, PA  
301 South Bronough Street, Suite 600,  
Tallahassee, Florida 32301  
[Ryan.Matthews@gray-robinson.com](mailto:Ryan.Matthews@gray-robinson.com)

Re: Engagement Legislative Counsel

Dear Mr. Cannon:

Pursuant to section 7.01 of the Charter of the City of Jacksonville, this letter is to confirm the engagement of the law firm of Gray Robinson, PA ("Firm") by the City Council for the City of Jacksonville ("Council") to provide legal services as Legislative Counsel, specifically to advise and assist the Council and its committees and members in the achievement of a clear, faithful and coherent expression of legislative policies and to perform such other related duties as outside counsel to the Council. This engagement is subject to all applicable City Charter and *Ordinance Code* provisions.

The Firm's primary contact will be Ryan Matthews at the contact information listed above. Council's primary contact will be President of City Council, currently Ronald Salem, 117 West Duval Street, Suite 425, Jacksonville, Florida 32202, [rsalem@coj.net](mailto:rsalem@coj.net). The Firm will be paid at the following hourly rates:

Partners	\$400.00/hour
Associates	\$350.00/hour

Because this is an ongoing engagement, Council cannot estimate the total fees and costs payable to the Firm under this engagement. As such, the budget for the work under this engagement letter shall not exceed **\$100,000.00**, without a written amendment to this engagement letter expressly increasing this budget amount. The Firm may not proceed with work that will result in invoicing for amounts exceeding the budget and must notify Council as soon as reasonably apparent that an increase in budget is warranted. The Firm will also make a good faith effort to advise Council of any costs it intends to incur and provide an estimate of such costs before incurring them. The Firm is being retained as an independent professional, and payment for

consultation and expert services is not dependent upon the Firm's findings or opinions, or upon the outcome of this matter.

Consistent with the Code and Charter of the City of Jacksonville, the Firm's legal work shall be guided by the following principles:

- (a) Traditional legal services and staffing offered to the City Council by the Office of General Counsel shall continue.
- (b) As both the Office of General Counsel and the Firm share the singular purpose of supporting and representing the City of Jacksonville, the two offices shall, to the maximum extent practicable, cooperate and share legal resources, opinions, research, experts and expertise, and shall maintain strong and active lines of communication to vet legal issues, all for the ultimate purpose of providing the best legal outcomes to the City of Jacksonville.
- (c) The Firm and the Council Secretary/Director shall coordinate with the Office of General Counsel in order to make available hard copy and electronic research to the Firm in the most cost-effective manner to the City.
- (d) The Firm understands and recognizes that its representation of Council does not limit the General Counsel's authority to issue legal opinions as provided for in Section 7.02, Charter.

Invoices should be submitted to Council to the attention of: President of the Jacksonville City Council, as well as Margaret Sidman. The Firm will be reimbursed actual out-of-pocket expenses directly related to the services including, but not limited to: travel (including mileage, parking, airfare, lodging, meals and ground transportation, in accordance with the provisions of chapter 106, Jacksonville Ordinance Code), courier and delivery, photocopying, postage, and such other expenses customarily invoiced that are incurred by the Firm during this engagement, which expenses are to be charged at direct out-of-pocket costs, with no markup or administrative overhead charge. The Firm will provide, with the invoice, supporting documentation for all actual out-of-pocket costs billed. Payment will be remitted approximately thirty (30) days after receipt of an invoice. The parties will endeavor in good faith to resolve promptly any billing issues. Because this engagement is on behalf of the collegial nineteen-member City Council body, the Council President, and only the Council President at that time, shall authorize work to be performed by the Firm and shall be the sole point of contact for authorization.

All communications of every kind to or from Council may be subject to the work product and attorney client privileges and should be closely guarded to prevent disclosure to any person not affiliated with Council or the Firm. Information and records made available to the Firm shall be considered privileged and confidential and reviewed at the request of Council. All data and documents created or obtained by the Firm during the scope of this engagement are the property of Council upon termination of this letter of engagement, and all such data and documents shall be returned or provided to Council upon its written request.

The City is aware that the nature of the Firm's practice is such that the Firm may from time to time concurrently represent one client in a particular case or matter and an adversary of that client in an unrelated case or matter if it is the Firm's professional judgment that the Firm can undertake the concurrent representation impartially and without any adverse effect on the other responsibilities the Firm has to either client. The Firm will provide the Council with information regarding such matters and seek a written acknowledgment from the Council and the other client that such concurrent representation, in unrelated matters, is not inappropriate and consent to any such present or future concurrent representations.

Council may terminate the Firm's engagement by delivering to the Firm a written notice. The Firm will also have the right to withdraw from its engagement at any time, subject to written notice to Council. If a discharge or withdrawal occurs, the Firm will be entitled to payment or reimbursement for all authorized costs and expenses paid or incurred for this engagement, and the Firm will be entitled to payment of straight hourly rates for the professional services rendered through the date of termination and for which the Firm previously has not been paid.

If the Firm receives a subpoena or any other legal process that seeks the disclosure of work done, information learned, or documents created, under this engagement, Council will be promptly notified, if permitted by applicable law. It shall be the Council's responsibility to timely obtain a protective order with respect to the disclosure sought by any such legal process.

Pursuant to Section 119.0701, Florida Statutes, the Firm is required to comply with Florida's public records laws, specifically to:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.
4. Upon completion of this engagement, transfer, at no cost, to the City all public records in your possession and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

**IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE**



May 8, 2024

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**OFFICE OF GENERAL COUNSEL, 117 WEST DUVAL STREET, SUITE  
480, JACKSONVILLE, FLORIDA 32202, (904) 255-5100.**

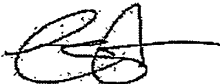
Should you agree with the foregoing terms and conditions of the Firm's engagement, please kindly execute in the space below and return to my attention. If you should have any questions or concerns, please contact me.

Sincerely,

Michael T. Fackler  
General Counsel

The foregoing is approved and agreed to:

Gray Robinson, PA

By:  \_\_\_\_\_ Date: 05/08/24  
Ryan Matthews

Approved:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ronald Salem, PharmD  
President of City Council, City of Jacksonville

I have confirmed that funds are appropriated and can be encumbered to support this retention.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Anna Brosche  
Director of Finance & Administration  
Chief Financial Officer  
City of Jacksonville

cc: Hannah Pataky, Assistant Office Manager

AUGUST 2024

# BALLARD SPAHR'S CAPABILITIES

Prepared for the City of Jacksonville

**Ballard  
Spahr**  
LLP

# P3/INFRASTRUCTURE

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Ballard Spahr is a national leader in counseling public-sector, private-sector, and financial-sector clients in alternative project delivery and, in particular, public-private partnership (P3) projects to build and improve our nation's infrastructure.

Attorneys in the firm's P3/Infrastructure Group have negotiated and closed some of the nation's largest and most advanced P3 and other alternative project delivery transactions.

Our law firm has represented federal, state, and local government agencies, universities, and other public-sector entities, as well as private developers, investors, and lenders in infrastructure projects across the nation. In representing clients on all sides of these transactions, we provide all of our clients depth, range, and perspective as we steer each client—and each project—through challenging situations to get the deal done.

Our projects have made a profound impact on communities across the country. Our lawyers have worked with clients on complex projects spanning bridge/bridge package, highway, energy-generating facility, water/wastewater treatment plant, hospital, university facility, courthouse, port, rail station, and other public transportation and transit infrastructure, social infrastructure, and municipal infrastructure (including smart city technology).

The experience and perspective of the firm's P3/Infrastructure team benefits clients in many ways:

## **Project Types Spanning Industry Sectors**

The firm's extensive experience with projects across P3/infrastructure spaces (e.g., energy, civil, social) has afforded our attorneys a strong understanding of industry-centric nuances and current market trends—this helps project participants effectively plan, execute, negotiate, and protect their stake in infrastructure projects.

## **Alternative Projects Procurement and Delivery Structures**

We have extensive experience with projects across P3/infrastructure delivery approaches. Our attorneys have facilitated the procurement and delivery approach for public-sector clients, and they've shaped the same from the private sector's perspective. Alternative project delivery approaches are as varied as the projects they deliver, and major infrastructure projects require careful consideration of procurement and delivery approach, as well as planning and proper allocation of risk. Our team has experience navigating the varied and complex legal issues that arise during the procurement, negotiation, and implementation of alternative project delivery structures. Our team applies a creative approach to accomplish faster, more efficient project delivery—making possible projects that otherwise might not be. Structures we have successfully formulated and implemented include design-build, design-build-finance, design-build-finance-operate-maintain, pre-development and master developer arrangements, and other progressive transaction structures and approaches.

## **Cross-Sector Expertise**

With our guidance, clients are covered from every angle. Our attorneys have decades of experience and strong command of the legal, business, and technical issues that may arise on infrastructure projects. Team members are particularly adept at harmonizing technical requirements with commercial terms and implications and leveraging the firm's considerable public and project finance capabilities to shape transactions toward financeability. We are also skilled at dispute avoidance and have significant, specific experience handling project development, administrative law, project finance (including bank financing, syndicated financing, and tax-exempt bond financing structures), construction, real estate, organizational structuring, and intellectual property matters. We are also skilled at dispute avoidance. Our national network of offices also provides jurisdiction-specific expertise across the country.

# REPRESENTATIVE EXPERIENCE

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**Philadelphia 30<sup>th</sup> Street Station Development Project (Amtrak).** Ballard Spahr served as P3 counsel to Amtrak in connection with the redevelopment of 30<sup>th</sup> Street Station. Amtrak entered into a ground lease and development agreement pursuant to which the developer will rehabilitate and redevelop 30<sup>th</sup> Street Station and agree to operate and maintain the station. Ballard Spahr drafted all of the procurement documents, including the RFP, as well as the lease and development agreement and other project documents.

**Denver Union Station.** Ballard Spahr served as special counsel to the Federal Railroad Administration (FRA) for a Railroad Rehabilitation & Improvement Financing Loan (RRIF Loan), which provides funds to redevelop and rehabilitate Denver Union Station.

**Baltimore Penn Station Development Project (Amtrak).** Ballard Spahr served as P3 counsel to Amtrak in connection with the redevelopment of Baltimore Penn Station. Amtrak entered into a master developer agreement pursuant to which the master developer will rehabilitate and redevelop Baltimore Penn Station and agree to operate and maintain the station.

**City Dock Project.** Ballard Spahr has been engaged by the City of Annapolis to draft and negotiate a progressive design-build for the phased delivery of a city dock resiliency project, addressing sea-level rise for this historic, waterfront city that has historically been prone to flooding.

**New Orleans River District.** Ballard Spahr serves as lead finance and real estate counsel to River District Neighborhood Investors LLC, master developer of The River District, a sprawling, \$1 billion project to transform the Mississippi Riverfront in New Orleans. The project will revitalize 27 acres of waterfront land adjacent to the Morial Convention Center New Orleans. Ballard Spahr attorneys are helping to guide the project through multiple phases of infrastructure development and construction of residential, office, and retail components.

**Potrero Yard Modernization Project.** Ballard Spahr served as local counsel to the winning developer for the Potrero Yard Modernization Project. Ballard Spahr lawyers reviewed the project documents as well as financing documents.

**Transit Center Joint Development Project.** Ballard has been engaged by the P3 developer to serve as P3 counsel in connection with the joint development of a new, modern Transit Center in Downtown Providence. The project includes a mixed-use development that will include an enclosed intermodal transit center and Rhode Island Public Transit Authority administrative offices, as well as an adjacent mixed-use transit-oriented development (TOD).

**Governor's Island Project.** Ballard Spahr is serving as counsel to Stony Brook University in connection with its response to the P3 development of a research facility on Governor's Island. In 2023, New York City and the Governor's Island Trust selected the team led by Stony Brook University. The \$700 million campus on the 172-acre area will include a 400,000-square-foot hub dedicated to climate solution research and training for green jobs. The campus will include two classroom and research buildings on three acres of undeveloped land, as well as the utilization of some of the preexisting buildings on the island.

**Miami-Dade Courthouse.** Ballard Spahr served as lender's counsel to the developer in connection with the issuance of private placement notes in connection with the P3 development of a new courthouse for Miami-Dade County.

**University of Nevada Business School.** Ballard Spahr served as lender's counsel to a consortium led by Edgemoor in connection with the University of Nevada Reno Business School project.

**Independence Mall.** Ballard Spahr represented a nonprofit developer in the redevelopment of Independence Mall in Philadelphia in partnership with the National Park Service. The project included the Independence Visitor Center, which serves Independence National Historical Park and the Liberty Bell Center. It involved grants from the City of Philadelphia, the Commonwealth of Pennsylvania, Delaware River Port Authority, and several local charitable organizations and long-term operating agreements with the National Park Service.

**Port Covington.** Ballard Spahr represented Under Armour with respect to the Port Covington project, a \$5.5 billion public-private partnership that would develop a waterfront development in Baltimore.

**National Harbor (Maryland).** Ballard Spahr was involved on an ongoing basis with the formation and financing of the National Harbor development outside of Washington, D.C.

**Hippodrome Foundation.** Ballard Spahr represented the Hippodrome Foundation in the renovation of the historic Hippodrome Theater in Baltimore through a public-private partnership among the foundation, the Maryland Stadium Authority, and Clear Channel. The project involved tax credit and tax-exempt bond financing.

**Jazz@Walker Circle.** Ballard Spahr drafted and negotiated architect agreement, construction contract and other consultant agreements for a 100,000-square-foot mixed-use apartment complex in East St. Louis, Illinois.

**Cottonwood Mall.** Ballard Spahr handled all the community documentation and complex entitlement, land use, and zoning issues for the developer of Cottonwood Mall, a Salt Lake City project involving the reconstruction and repositioning of an older shopping mall into a mixed-use town center. The project included a broad mix of retail uses and approximately 500 residential units consisting of condominiums, townhouses, and single family homes.



## Steve T. Park

Partner

[parks@ballardspahr.com](mailto:parks@ballardspahr.com)

Direct: (215) 864-8533

Fax: (215) 864-8999

### PHILADELPHIA

1735 Market Street, 51st Floor

Philadelphia, PA 19103-7599

### SERVICES

Finance | Public Finance | Health Care | Health Care Finance | Education | P3/Infrastructure | Securities and Capital Markets | Commercial Finance | Energy | Bioenergy | Environmental, Social, and Governance (ESG) | Agribusiness

**Steve T. Park is a co-leader of the firm's P3/Infrastructure Group and is a partner in the Public Finance Group.**

**Public Finance.** Steve works on capital market transactions advising issuers, underwriters, borrowers, and purchasers in connection with the structuring, issuance, offering, and restructuring of tax-exempt and taxable securities and other debt instruments and derivatives. He serves as bond, borrower's, and underwriter's counsel to various clients, including investment banking firms, higher education institutions, health care institutions, cultural institutions, and municipalities.

**P3.** Steve is a public-private partnership (P3) lawyer who routinely advises public entities, developers, contractors, and lenders in all phases of transportation, infrastructure, energy, social infrastructure, innovative delivery, and P3 projects. Steve also routinely works on large, complex design-build, CM/GC, and other alternative project delivery civil and social infrastructure projects across the country.

**Project Finance.** Steve has significant experience advising issuers, developers, and lenders in connection with project financings for utilities (including water, wastewater, and energy facilities), solid waste disposal facilities (including waste to energy facilities), and transportation and infrastructure facilities. Steve routinely represents insurance companies, finance companies, and institutional investors in connection with the private placement of debt.

## REPRESENTATIVE EXPERIENCE

### P3 Experience

- Counsel to the Virginia Department of Transportation for the I-95 HOT Lanes Project, the I-395 HOT Lanes Project and the Capital Beltway NEXT Project
- Counsel to the Georgia Department of Transportation for the I-285/SR 400 Reconstruction Project, the I-285/I-20 East Interchange Project and I-285/I-20 West Interchange Project
- Counsel to the Pennsylvania Department of Transportation for the Major Bridges P3 Initiative, the Partnership I-81 project, the Pennsylvania Turnpike privatization and the Middletown Station project
- Counsel to Amtrak in connection with the redevelopment of various Station redevelopment projects, including Philadelphia 30th Street Station, Baltimore Penn Station and Chicago Union Station
- Counsel to the University of Florida in connection with the P3 development of a new on-campus central energy plant
- Counsel to a shortlisted developer in connection with the P3 development of the District of Columbia's Smart Streetlighting Project
- Served as counsel to universities, developers and lenders in connection with various P3 projects for the development of new student housing facilities (both on- and off-campus) and on-campus energy facilities, including the University of Idaho, Howard University, Augustana University, La Salle University, and the Colorado School of Mines
- Bond Counsel for numerous infrastructure projects including the Pennsylvania Rapid Bridges Replacement Project, and the Purple Line Light Rail Project
- Counsel to underwriters and lenders in connection with multiple projects, including the Miami-Dade County Courthouse, the Belle Chasse Bridge project, the Seagirt Marine Terminal, the Fargo-Moorhead Flood Diversion project, I-10 Calcasieu Bridge project, the University of Maryland Energy project, the Pennsylvania Turnpike Broadband project, the Port Newark Container Terminal, and the University of Toledo parking project
- Counsel to the Colorado Department of Transportation for Phase 1 of the U.S. 36 Managed Lanes Project
- Counsel to the Federal Railroad Administration for the Denver Union Station Project

### Project Finance Experience

- Counsel to the underwriter in connection with the development of a plastics to fuel facility in Indiana
- Bond counsel in connection with an ethanol plant in North Dakota
- Counsel to the underwriter in connection with a waste woody biomass to fuel facility in Oregon
- Counsel to the underwriter in connection with a steel refinery facility in Ohio
- Investor counsel for the financing of BTU gas collection and treatment facilities in Texas
- Counsel to the underwriter in connection with the financing for a longwall coal mine in West Virginia
- Counsel to the underwriter for an agricultural waste to pulp conversion facility in Washington
- Bond counsel for the financing of multiple renewable natural gas projects in Pennsylvania



## **PROFESSIONAL HIGHLIGHTS**

### **PROFESSIONAL ACTIVITIES**

National Association of Bond Lawyers

Pennsylvania Association of Bond Lawyers

National Asian Pacific American Bar Association

### **RECOGNITION & ACCOMPLISHMENTS**

*The Best Lawyers in America*, public finance law, 2021-2024

*The Legal Intelligencer*, "Most Effective Dealmaker," 2022

*Philadelphia VIP*, Champion Award, 2022

*Philadelphia Business Journal*, "Best of the Bar," 2023

*The Legal 500*, Finance - Project Finance, 2021-2023; Industry Focus - Energy: Renewable/Alternative, 2022, 2023

*Chambers Global*, Projects: P3, 2019-2024

*Chambers USA: America's Leading Lawyers for Business*, Projects: P3 (Nationwide), 2015-2023

### **BOARD MEMBERSHIPS & COMMUNITY SERVICE**

Board Member, Philadelphia VIP, 2023-Present

Before joining the firm, Steve worked in several capacities serving the needs of underprivileged, special-education, and at-risk children and teenagers.

## **EDUCATION**

University of Pennsylvania Law School (J.D. 2006)

Dartmouth College (B.A. 1998)

## **ADMISSIONS**

Pennsylvania

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1735 Market Street, 51st Floor  
Philadelphia, PA 19103-7599  
TEL 215.665.8500  
FAX 215.864.8999  
www.ballardspahr.com

September 17, 2024

The Honorable Randy White  
President  
Jacksonville City Council  
117 W Duval Street, Suite 430  
Jacksonville, FL

Re: Laura Street Trio Project

Dear Mr. White:

We are pleased that you have asked the firm to serve as your counsel. This letter will confirm our discussion with you regarding your engagement of the firm for this matter and will describe the basis on which we will provide legal services to you. Accordingly, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call.

1. *Client; Scope of Work.* Our client in this matter will be the Jacksonville City Council (the "City"). We will be engaged to advise the City in connection with a public-private partnership project relating to the redevelopment of the Laura Street Trio project (the "Project"). Our scope of work will include the following:

- (a) reviewing and commenting on various projects documents and related due diligence documents related to the Project;
- (b) drafting or commenting on various agreements related to the Project;
- (c) provide legal counsel for various agreements with the developer (the "Developer");
- (d) assisting the City in evaluating any proposals related to the Project;
- (e) participating in internal (with the City and its advisors) calls and meeting and calls and meetings with the Developer related to the Project;
- (f) drafting, finalizing and legal counsel for various ancillary documents;
- (g) advising the City on related legal issues; and
- (h) other items needed to bring the Project to a successful close.

If the City requires additional work after closing with respect to the implementation of the Project, we would agree to a revised scope of work and estimated budget at that time.

2. *Staffing.* Steve Park, a partner and the co-head of Ballard's P3/Infrastructure Group, and Alyssa Domzal, a partner in the Real Estate Department will lead the Ballard team for this engagement. We anticipate that other members of our core team will include other members of our P3/Infrastructure Group and Real Estate Department. We will supplement the core team with other lawyers with expertise in tax, real estate, public finance and other areas.

3. *Term of Engagement.* Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct.

4. *Conclusion of Representation; Retention and Disposition of Documents.* Unless previously terminated, our representation of the City will terminate upon our sending you our final statement for services rendered in this matter. Following such termination, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. We may destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

5. *Fees and Expenses.* Our fees will be based on the billing rate for each attorney and legal assistant devoting time to this matter at our standard rates for all fee earners. We look forward to working with the City on this matter. Our standard rates are set forth below but for this matter, we propose a blended rate across the board of \$625 per hour. We will include on our statements separate charges for performing services such as photocopying, messenger and delivery service, computerized research, travel (if necessary), search and filing fees. Fees and expenses of others (such as consultants, appraisers, and local counsel) generally will not be paid by us, but will be billed directly to you (such fees & expenses are not included in the not-to-exceed set forth above).

<b>Attorney</b>	<b>Standard Hourly Rates</b>	<b>Blended Hourly Rate</b>
Steve T. Park	\$990	\$625
Alyssa Domzal	\$845	\$625
John Smolen	\$965	\$625
John Wheatley	\$880	\$625
Sarah Noe	\$555	\$625

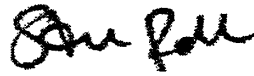
Statements will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. In the event that you cease to pursue closing for the Project, either of us terminate our engagement, or the Project does not reach closing for any reason, you would pay us for fees and expenses incurred to date.

6. *Client Responsibilities.* You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. You also agree to pay our statements for services and expenses in accordance with paragraph 5 above.

7. *Conflicts.* As we have discussed, you are aware that the firm represents many other companies and individuals. It is possible that present or future clients may have disputes or transactions with the City. The City agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantively related to our work for you under this engagement even if the interests of such clients in those other matters are directly adverse to you, provided that (i) we have not received confidential information from you that is directly relevant to such other matter(s) and (ii) our attorneys or other professionals substantially involved in your representation will not be involved in such other matter(s).

Once again, we are pleased to have this opportunity to work with you. Please call me if you have any questions or comments during the course of our representation..

Very truly yours,

A handwritten signature in black ink, appearing to read "Steve T. Park". The signature is written in a cursive, slightly slanted style.

Steve T. Park