



## RESPONSE TO REQUEST FOR PROPOSALS FOR CITY/AIRPORT ADVISORY SERVICES

Related to a Request For Qualifications/Proposals for a Lease of St.  
Louis Lambert International Airport in accordance with the FAA Airport  
Privatization Pilot Program  
(49 U.S.C. § 47134)

October 20, 2017

**FAEGRE BAKER  
DANIELS**

## Letter of Introduction

Michael Garvin  
City Counselor's Office  
1200 Market Street  
Room 314  
St. Louis, MO 63103

RE: Request for Proposals for City/Airport Advisory Services: Lambert International Airport (the "RFP")

Dear Mr. Garvin,

We are pleased to respond to your RFP soliciting respondents who can provide advisory services expected to culminate in a public-private partnership for the lease of St. Louis Lambert International Airport. We at Faegre Baker Daniels are confident our lawyers' and consultants' experience with P3s, combined with our focus on client service, practical advice and open communication, will bring value to the City.

As we discuss more fully in this proposal, FaegreBD has significant P3 transaction and related experience. We wish to highlight some additional important themes related to our proposal:

- **Legal and Non-Legal Strategic Advice:** FaegreBD professionals can handle all stages of a P3 transaction, including structuring the transaction and process, financing, contract drafting, negotiations and everything in between. Importantly, each FaegreBD P3 team includes both lawyers and non-lawyer consultants. Most of our non-lawyer consultants have worked in government at some point in their careers, giving our team an enhanced ability to appreciate our municipal client's perspective and needs. For example, Bo Kemp, who would serve as the consulting lead for this project, played a significant role as a City official during the \$100 million Gary/Chicago International Airport P3 transaction.
- **Responsiveness:** We believe being accessible to clients during these types of transactions is critical. We understand important meetings about the project may happen after hours that demand prompt attention. We would commit to being available for you during these times. Since 2012, FaegreBD has been recognized nationally as a top law firm for client service on BTI Consulting's *Client Service A-Team Report*. We would ensure prompt response to all inquiries regarding the project.
- **Personal attention:** Regina Sharrow and Bo Kemp would lead the overall relationship and the project would have their personal attention at all times. They would collaborate with others on the proposed team as necessary to fully integrate our services without duplicating of efforts.
- **Our commitment to value:** As a Midwest-based law firm, our hourly rates present tremendous value compared to the rates charged by lawyers based in coastal firms with

similar credentials and experience. In addition, FaegreBD is a leader in offering innovative ways to provide value to our clients, including tailored alternative fee arrangements. We look forward to having an open discussion about the City's rate proposal expectations.

Our experience in P3 transactions, our team's combination of legal and non-legal advisors experienced in working with governmental entities, and our tradition of providing award-winning customer service qualify us to partner with you. Please feel free to contact Regina or Bo at [regina.sharrow@FaegreBD.com](mailto:regina.sharrow@FaegreBD.com) / +1 317 569 4604 or [bo.kemp@FaegreBD.com](mailto:bo.kemp@FaegreBD.com) / +1 312 356 5036 with any questions or to schedule an in-person meeting.

Sincerely,



Regina M. Sharrow, Partner  
Faegre Baker Daniels



Bo Kemp, Senior Director  
Faegre Baker Daniels Consulting



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# 1. Scope of services to be performed

FaegreBD has experienced professionals that have assisted clients in successfully closing P3 transactions in various industries. Our first step would be to schedule an initial meeting with selected City staff, retained consultants and selected FaegreBD team members to understand the City's objectives and any potential concerns with respect to the project. We would establish a protocol for communication between FaegreBD professionals and the City, procedures for authorizing services and a process for budgeting and billing that meets the City's needs.

## **Collaborating With the City: Our Approach**


FaegreBD would commit to the following to ensure an organized and efficient process. The primary elements of the approach described below may vary, depending on the availability and input of City participants.

- Research: FaegreBD would review the City's written materials on the project and the Airport, including strategic planning, policy and position statements, advocacy tools, media coverage, publications and supporting information. Additionally, we would review local and state requirements to ensure our team's and the project's compliance with any applicable laws. Our legal team's extensive experience with procurement rules affords us the ability to review and quickly understand different jurisdictions' procurement statutes and regulations. This familiarity with procurement processes allows us to quickly get up to speed.
- Work Plan: FaegreBD would meet with City officials to collect the information necessary to assemble a project work plan that would include a proposed timeline and approach for:
  - determining stakeholders and potential detractors for the project and planning outreach to them;
  - determining City's primary, secondary and tertiary goals and objectives for the project – elevator pitch;
  - completing the various P3 solicitation documents, including, as appropriate, requests for expressions of interest, requests for qualification, requests for information, requests for proposals;
  - FaegreBD's creating, populating and hosting a due diligence portal for respondents to the solicitation;
  - hosting tours of the facilities for potential respondents;
  - holding public meetings, as necessary;
  - conducting community outreach and education, if necessary;
  - taking legislative action, if required;

- 
- drafting council/Airport board resolutions as necessary to obtain approval for the transaction and otherwise assisting in this process, as appropriate;
  - holding meetings with regulatory bodies, as appropriate (FAA);
  - working with City and Airport financial advisors and other advisors, which may include local counsel or special airport counsel;
  - drafting and negotiating the definitive agreements, including the lease and any other documents necessary to execute on the project; and
  - closing the transaction and assisting in any transition or post-closing matters, as requested by the City or Airport.

An initial draft plan would be provided to the City for review and comment. Incorporating City feedback, FaegreBD would deliver the work plan that could be used to manage the project and measure progress. FaegreBD and the City would review the plan periodically throughout the RFP process, and adjust as appropriate.

- Estimated Timeline: No two P3 projects are the same. However, we may generally break a P3 transaction into three phases, described below. Our estimate of the timing for each phase would be based upon many factors that may include: the monetary value at stake; the scope of the project; the cohesiveness of the decision-making body; contribution and responsiveness of other outside advisors; number of regulatory bodies/matters involved; community support or lack thereof; and/or national or local political climate. Although our experience allows us to estimate the timing of these phases after we become familiar with the project and the participants, unforeseen circumstances may arise to lengthen our initial estimate. For example, in one of our sales of utilities, an otherwise minor accounting issue in the utility case slowed our process because the regulatory body overseeing the case desired to set precedence on that issue. Nevertheless, we believe our references will report that our P3 team has a proven track record of successfully establishing a tight timeframe based on the client's demands and remaining on that schedule through closing.
  - Planning Phase (one to four months): This phase would include meetings with the decision makers (council, board, etc.), educating them about the process and ensuring a sufficient number support the project before moving forward with the process. This usually includes a request for expressions of interest or request for information, which allows the decision-makers to test the market, learn about optional structures for the transaction, better understand the potential issues that may arise and become familiar with the size of the market and potential players.
  - Publication of RFP and Evaluation Phase (three to eight months): This phase includes drafting the RFP, understanding, organizing and prioritizing the client's goals and incorporating them into the RFP. The same goals would be reflected in the evaluation criteria against which all respondents will be judged, and which are



clearly detailed in tables within the RFP. This phase generally includes mandatory meetings of respondents and tours of the facilities, when appropriate. During this period, the respondents peruse the data room and become familiar with the project. Broadly disclosing information about the project ensures the respondents' proposals reflect realistic expectations. We use a structured evaluation process that includes detailed scoring sheets duplicating the evaluation criteria set forth in the RFP. The evaluation team members individually score the respondents, then meet to discuss their impressions and agree upon the final scoring for each respondent. We believe an open, transparent and objective process protects the client from complaints that commonly arise from losing respondents. We have found that complaints from losing respondents are often quelled by offering to make the scoring sheets publicly available.

Depending upon the project, this phase may also include public meetings, solicitation of public comments and social media announcements about the project to garner public support, if necessary. We recommend that the municipality host a link on its webpage to the RFP and other related, publicly available documents as they become available (excluding the proposals and definitive agreements during the negotiation stage). In one instance, we turned public dissent into public support when the municipality began asking residents on Facebook what they would like the municipality to do with the funds earned from an otherwise unpopular sale of utilities.

- Negotiation and Execution of Transaction Documents Phase (two to ten months): Although it is not always appropriate or possible, we may include a draft definitive agreement as an exhibit to the RFP. In that case, the respondents would be asked to comment on the draft, noting that their final score will be influenced by the extent of their comments. This would, obviously, extend the drafting of the RFP phase, but reduce the time of the negotiation phase. During negotiations, we strive to keep at least two respondents in the process until final approval to enhance competition and obtain the best result for the client. For example, it may be appropriate to invite the two finalists to a day-long negotiation session, with each in a separate room, providing real-time responses to comments to the draft agreements proposed by the client. This phase may also include regulatory approvals, which could add significant time to the closing. Often, definitive agreements are signed subject to regulatory approval, to ensure the parties are bound to the terms of the agreement provided the regulatory bodies approve. We are proud of the results we have negotiated for our clients in multiple large-scale, complex, and sometimes initially unpopular, transactions.

























## 4. Method of Compensation


Compensation for PFM and SCS is stated above.

With respect to FaegreBD compensation, we have deep experience representing governments on P3 and large procurement matters that anticipate closing a transaction at the end of the process in order to be successful. As noted, many of our team members have been in previous parts of their careers the actual government officials leading those projects. So, we understand first-hand the fiscal conditions and tight budgets that often constrain a local government's ability to pay advisors and vendors on large projects, especially where a closing transaction is key to success. Our assumption is that those considerations have led the City to request that legal fees on this project be contingent on closing a transaction. We are not in position to propose a fee structure that is solely contingent on closing a transaction. Rather, we encourage the City to consider a fee arrangement that both requires an investment in the project by our firm but fairly compensates the firm for the work it provides that is not solely contingent on closing.

In support of our proposal, we invite the City to consider three points. First, for projects of this scale and complexity, we think the City should prefer legal advisors that have substantial experience in similar transactions as opposed to firms willing to risk their fees on gaining their initial experience on the project. Even for firms with some experience, working on a solely contingent fee basis may lead a firm to "cut corners" in staffing the project. Second, while the goal should be closing the transaction, we believe that one of the most important duties of legal counsel on the project is to supply candid advice and judgment about the benefits and detriments of the project and its components – even if that advice might cause the City to terminate the project ahead of closing. A solely contingent compensation method incentivizes advisors to try to close the matter "at all costs" instead of providing their most candid views of the City's best interests. Finally, there are ways for a firm to contribute value to the project while still receiving fair compensation for its efforts that is not solely contingent on closing a transaction.

Further information and discussion, before putting a budget together for the engagement, would help ensure that our fee arrangement is mutually beneficial and designed to optimize results for the City while lending needed predictability to the City's legal spend. Our approach to any such discussions will be collaborative, transparent and practical, and always focused on building a long-term, partnering relationship with you. Our proposed fee structure is below:

- Upon engaging our firm, we would perform the legal portion of an initial assessment of project issues, timelines, and recommendations without charge to the City. This would include having our professionals on site for appropriate meetings during that assessment at our cost. As part of the initial assessment, we will work with you to develop budget estimates for the various phases of the project that can be turned into "not-to-exceed" fee caps for those phases. Note that our firm employs a very experienced professional who works with our lawyers and our clients in developing



appropriate fee relationships that can serve as alternatives to traditional uncapped, hourly billing.

- We propose billing on an hourly basis subject to the agreed caps, and will provide a 15% discount in the rates for every one of our professionals who works on the project.
- We would agree that our fees, while not contingent on closing, would not be due and payable until the occurrence of either (1) the closing of a transaction or (2) the decision by the City to terminate the project.

## 5. Experience

Lawyers and consultants at FaegreBD have represented government entities and private industry in P3 transactions and many of our consultants have served as government officials during their careers. We intend to leverage our lawyers' and consultants' experience and familiarity with the processes involved in these types of transactions. We have prepared requests for expressions of interest, requests for qualifications, requests for proposals, public-private agreements and related transaction documents in a number of significant P3 transactions, described below. We also have considerable experience managing and meeting our client's expectations with respect to schedule and budgetary restrictions and compliance, while consistently delivering the highest quality of work.

FaegreBD lawyers and consultants have been involved in some of the most significant P3 transactions in the country, including:

- **Gary/Chicago International Airport P3:** The Gary/Chicago International Airport closed a public-private partnership deal that will pump \$100 million into redeveloping and expanding the airport over the next 40 years. FaegreBD served as lead deal counsel for the airport authority on this transaction, which is expected to boost economic activity in northwest Indiana and transform the airport, located 30 minutes from Chicago, into a viable third air transit option for the nation's third-largest city.

FaegreBD led negotiation of the creative P3 deal with primary investor AFCO Avports Airport Management LLC and other investors including Guggenheim Securities and Loop Capital. The deal is beneficial for the airport and included aggressive investment thresholds requiring AFCO to invest \$25 million in capital during the first three years for upgrades or other projects, to speed the redevelopment process. The team also worked out a master development agreement with AFCO's partner organization, Aviation Facilities Co. Inc., which requires Aviation Facilities to provide \$300,000 over three years to promote jobs in northwest Indiana by attracting potential tenants in aviation, research and development, and other areas.

- **Indianapolis International Airport Management Agreement:** When one of our FaegreBD Consulting colleagues, Skip Stitt, was deputy mayor and chief operating officer for the City of Indianapolis, he managed the transaction resulting in a private company taking over the management of the Indianapolis International Airport.

The Indianapolis International Airport had been struggling. Its price per passenger had spiked 38 percent, while its per passenger concession revenue had fallen 50 percent. This is an unsustainable trend, as airports depend on revenue from parking fees, rents and concessions to cover operating, capital and debt-service expenses. Revenues never sufficiently cover expenses, so airports pass on the difference to their airlines. If these fees get high enough, airlines may take their business to less expensive airports.




In response to this challenge, Mayor Goldsmith urged the Indianapolis Airport Authority to submit airport management to competition. The Authority agreed and selected BAA Indianapolis LLC, a subsidiary of BAA plc, which owns and operates seven airports in the U.K., including Heathrow. Indianapolis International then became the largest — measured by airport traffic — privately managed airport in the U.S.

BAA implemented managerial changes that produced almost immediate results. It rejuvenated the concessions business by eschewing the common airport model of inflating prices to ridiculous levels and instead selling at street prices. It also worked to attract more, higher-end vendors, bringing Brookstone, Godiva and Brickyard Authentics into the fold. Shortly after the transaction, Indianapolis International ranked second among 30 medium-sized airports in non-airline revenue per passenger. These vendors also all hired staff, creating jobs where none had existed before and refuting the common argument that privatization eliminates jobs. In three years, BAA had saved \$19 million and projected savings of \$105 million in the first ten years of its contract— \$32 million of which BAA guaranteed.

- **City of Indianapolis Privatization:** Our team, consisting of transactional, regulatory, public finance, real estate and environmental lawyers, provided comprehensive services to the City of Indianapolis in connection with the City's record \$1.9 billion sale of its water and sewer utilities. Reported to be the largest municipal water and wastewater acquisition in U.S. history, the FaegreBD team handled every material aspect of the transactions resulting in the sale of the utilities, beginning with the City's initial decision to consider a public-private partnership and potential partnership models.
- **City of Westfield Privatization:** Shortly after the City of Indianapolis transaction, FaegreBD lawyers led the City of Westfield through its utility privatization project. Similar to the City of Indianapolis transaction, the deal utilized lawyers from multiple disciplines from within the firm and successfully closed with the City receiving more than anticipated for its utilities.
- **Hoosier Lottery Privatization:** The firm represented the State of Indiana in the privatization of the Hoosier Lottery, including a bid process for investors to license rights to operate the state's lottery. We advised the Indiana Finance Authority on state constitutional and statutory issues relevant to the proposed transaction and use of proceeds resulting from the transaction, and worked with the Administration and members of the General Assembly to draft legislation and administration rules to implement the transaction. In the end, however, necessary legislation was not enacted and the privatization effort was discontinued.
- **Illinois Lottery Privation:** Much like the Indiana transaction, the firm represented the State of Illinois in its recent replacement procurement process for its private manager.

- **Indiana Toll Road Lease:** The FaegreBD team led the legal and financial structuring and managed the implementation of the successful multibillion-dollar Indiana East-West Toll Road lease transaction, which is supported by a concessionaire agreement. As a major source of funding for highway expansion and improvement projects across Indiana and the essential precedent for public-private partnerships in transportation in Indiana, the Indiana Toll Road lease transaction is widely viewed as a grand slam for the State and its citizens. The benefits of the project were maintained via contract rights in spite of the recent reorganization of the long term concession.
- **Illiana Expressway:** FaegreBD served as Illinois and Indiana counsel to a private sponsor team pursuing the Illiana P3 opportunity on this greenfield project. The project was placed on hold in light of the current political climate in Illinois.
- **I-69 Section 5:** FaegreBD was not involved in the closing of this project, but we have been deeply involved in this project on the private sector side for some time and recently closed a global settlement and refinancing transaction.
- **Ohio River Mobility Group-East End Crossing:** FaegreBD served as Indiana counsel to the Ohio River Mobility Group in its bid to procure the work to develop and construct a new bridge over the Ohio River (spanning Indiana and Kentucky) east of Louisville, Kentucky. Our work included assisting the consortium with state appropriations, design-build, state tax, environmental, state corporate law, and other similar issues. We provided extensive comments on the public-private agreement in coordination with lead transactions counsel. The consortium was a finalist for the project.
- **Oregon Convention Center:** FaegreBD recently closed the financing on a 600-room convention center hotel for the Oregon Convention Center, involving private and substantial public finance. Pursuant to the Development and Financing Agreement with Metro, the governmental owner of the Oregon Convention Center, three sources of governmental funding provided for total public financing \$74 million.
- **U.S. Bank Stadium:** The Minnesota Vikings and the Minnesota Sports Facilities Authority (MSFA) awarded Mortenson Construction the contract to construct the new Viking Stadium in Minneapolis. FaegreBD represented Mortenson in negotiating and finalizing the deal. The total project cost was \$1.1 billion, making it the largest public contract in Minnesota's history. Mortenson began construction in the fall of 2013, with the stadium grand opening occurring in July 2016.
- **Indiana Toll-Road Contractors, LLC:** Indiana Toll-Road Contractors, LLC, an affiliate of ITR Concession Company LLC, the concessionaire for the Indiana Toll Road, retained our law firm to represent it in connection with a variety of construction and environmental matters related to or resulting from the concession and related agreements with Indiana Finance Authority and other state agencies. This representation provided our lawyers with valuable experience and insight into the administration of concession and related agreements by the various parties to (and stakeholders in) the agreements,



especially on significant financial and other liability issues. Additionally, our construction team handled a large set of construction claims on behalf of the contractor which were successfully settled.

- **Indiana Convention Center & Lucas Oil Stadium (Indianapolis Colts) Projects:** While serving as the state's Director of the Office of Management and Budget, FaegreBD lawyer Chuck Schalliol designed and led the financing of the expansion of the Indiana Convention Center and Lucas Oil Stadium, the home field of the Indianapolis Colts. The project included state and local governments and private users and investors. Our firm's lawyers represented one of the local government entities, the Indianapolis Capital Improvement Board, in negotiating the lease of Lucas Oil Stadium to the Colts. We also executed the development, operating and parking agreements, and conveyance documentation related to the Convention Center Hotel project. The hotel project included a number of extraneous issues, including the construction of walkways and connections to various parking facilities around the hotel.
- **Bankers Life Fieldhouse Development:** We represented the City of Indianapolis on the development and lease of Bankers Life Fieldhouse (formerly Conseco Fieldhouse) to the Pacers Basketball Corporation. Services included drafting and negotiation of the operating agreement, development agreement and real estate documents related to the transaction. The city still owns the Fieldhouse, but through structuring and negotiating the operating agreement, Pacers Basketball Corporation uses the facility. Our law firm advised on the full scope of the contractual documents related to what was to be built and the rights of the parties with regard to the property once work was completed.
- **City of Sioux Falls Parking Garage and Apartment Tower:** FaegreBD is currently representing the City of Sioux Falls in connection with a P3 project involving the construction of a public parking ramp and a private apartment complex located in downtown Sioux Falls. The project is estimated to cost in excess of \$70 million. FaegreBD is advising the City of Sioux Falls on all aspects of the project, including project structuring, environmental issues, real estate purchase agreements and construction contracts.
- **Indianapolis Justice Center:** We represented one of the short-listed design-build joint ventures on the City of Indianapolis' Consolidated Justice Facility procurement for a new justice center campus on the south side of Indianapolis. This was an availability payment model P3 transaction. The scope of work was similar to the I-69 Section 5 work referenced above.

We have other active projects in the early stages in the P3 space where we have been asked to keep our involvement confidential at this point. We place a premium on maintaining the confidentiality of our clients' information, including their involvement in projects when necessary.



## **Other Airport Experience**

Communities and their airports are interdependent on one another and each benefit from the other's success. However, the point of physical intersection, when community development threatens to encroach on an airport, can create a challenging and complicated situation. With a deep understanding of local zoning requirements, airport concerns and FAA regulations and guidance, we have assisted clients as they sought to navigate this intersection and prosper.

While FaegreBD does not have a dedicated Aviation Law practice, we have assisted airport governing entities on a number of transactions, including the Gary/Chicago International Airport P3 described above. FaegreBD has over 25 years of experience working on development projects for airport authorities and for airports operated by city governments. The firm has worked on projects that have included Air National Guard expansion and defense, a myriad economic development projects, FAA regulatory issues (project funding, noise disputes, land acquisition, grant eligibility issues), U.S. Customs issues, Foreign Trade Zone applications and amendments and air facility funding projects.

Our Minneapolis team assisted the Metropolitan Airports Commission on several major projects, including the acquisition of land for a new runway, noise abatement programs, inverse condemnation litigation, the construction of a light rail tunnel underneath the airport, and litigation regarding the relocation of utilities for an expansion of Minneapolis-St. Paul International Airport.



## 6. Qualifications

### **a. Qualifications, experience, and availability of proposed key personnel:**

Our team's qualifications and experience can be found under Section 2 of this RFP response. Regina, Bo and the team will be available and will make this project a top priority.

### **b. Expertise in airport finance, operations, privatization and infrastructure:**

The Gary/Chicago airport project will greatly inform our work. Regina was one of FaegreBD's lead lawyers on this project, and Bo worked for the City of Gary.

As counsel, FaegreBD served as bond counsel to the Airport Authority for a financing that served to provide the final financial component, resulting in the completion of a long-awaited runway extension project which will serve to make the Gary Airport a competitive alternative in the region. The financing totaled \$29,860,000 and is supported by airport development zone revenues.

For the Indianapolis Airport, we were designated underwriters'/disclosure counsel for several years, having undertaken over \$1B in airport financings transactions for the Indianapolis Airport during that time.

Additional airport experience can be found in Section 5.

### **c. Experience representing airport sponsors:**

Our firm has significant experience representing airport sponsors in all aspects of their operations. See descriptions of Gary/Chicago International Airport P3, Indianapolis International Airport Management Agreement, "Other Airport Experience" in Section 5 and 6.b., above.

### **d. Capability to provide services on an expedited timeline:**

Our proposal puts the full resources of FaegreBD at your disposal. Our firm's more than 850 lawyers, combined with our FaegreBD Consulting team, provide great depth and breadth, allowing us to efficiently and effectively staff large transactions with knowledgeable, experienced advisors. FaegreBD is capable of performing the full scope of work outlined in the RFP. If selected as the advisory team, we will be able to meet the timeline described in the RFP and will adapt to any delays or accelerations of the procurement process.

## 7. Our Profile

**Proposer's Name:** Faegre Baker Daniels LLP

**Address:** 300 N. Meridian Street, Suite 2700, Indianapolis, IN 46204

**Year Proposer was Founded:** 1863

**Total Number of Employees of Proposer:** 1,600

<b>Current Client References:</b>	
<p><b>City of Indianapolis, Indiana</b>            Andrew J. Mallon            Corporation Counsel            317 327 4055            andy.mallon@indy.gov</p> <p><u>Description of Services:</u> Faegre Baker Daniels is representing the City on the Indy Justice Center.</p>	<p><b>City of Hammond, Indiana</b>            Thomas McDermott            Mayor            219 853 6301            mayor@gohammond.com</p> <p><u>Description of Services:</u> Faegre Baker Daniels is representing the City on a transaction involving the City's water utility and surrounding communities.</p>
<p><b>City of Gary, Indiana</b>            Karen Freeman-Wilson            Mayor            219 881 1300            kfreemanwilson@ci.gary.in.us</p> <p><u>Description of Services:</u> Faegre Baker Daniels is representing the City on multiple matters, including its water utility and airport operations.</p>	

**Past Client References:**

**Gary Chicago International Airport**

Carrie Hightman  
General Counsel, NiSource  
Former Chair of Ad Hoc Committee for GCIA  
P3 Transaction  
(219) 647-6047  
chightman@nisource.com

Description of Services: Ms. Hightman was chair of the Ad Hoc Committee of the Board of GCIAA in the P3 transaction and worked extensively with Faegre Baker Daniels during the transaction.

**City of Westfield, Indiana**

Andy Cook  
Mayor  
317 804 3001  
acook@westfield.in.gov

Description of Services: Faegre Baker Daniels represented the City in the sale of its water and wastewater assets.

**City of Indianapolis Water Utility  
Privatization**

Chris Cotterill  
Chief Operating Officer, Indianapolis Economic  
Development Corporation  
CCotterill@iedc.IN.gov  
(317) 234-4459

Description of Services: Mr. Cotterill was the Corporation Counsel for the Mayor and primarily responsible for overseeing the City's sale of its water and wastewater assets, working extensively with Faegre Baker Daniels.