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August 1, 2024

VIA E-MAIL

Chris Schmiesing, Community and Economic Development Director
City of Piqua, Ohio
201 W Water Street
Piqua, OH 45356

Re: **Engagement as Special Legal Counsel and Consultant**

Dear Mr. Schmiesing:

On behalf of Bricker Graydon LLP (the "Firm"), we are pleased to offer our services as counsel and consultant to the City of Piqua. One of the purposes of this letter is to set forth the nature of our potential engagement and the terms and conditions of our representation in this matter.

We submit for your approval the following provisions governing our engagement. If you are in agreement, please return one (1) executed original of this letter to our attention. If you have any questions about these provisions or would like to discuss possible modifications, do not hesitate to call us.

Client, Scope of Representation.

Our client in this matter will be the City of Piqua (the "Client"). Our representation does not extend to any affiliates or related parties of the Client.

Specifically, our representation in this matter will include legal representation and consulting to the Client related to incentives, construction and procurement contracts, infrastructure improvements and other agreements related to a data center project (the "Project" or the "Matter"). We recognize that our initial work for the Client will include approximately six scopes of work: (1) preparing models of potential incentives available to assist with your development of the Project; (2) assisting with the negotiation and documentation of tax increment financing and tax abatement incentives for the Project obtained from the City and other entities, including the negotiation of a development agreement for such purposes; (3) assisting with the negotiation and documentation of specific infrastructure construction and



procurement contracts; (4) assisting with any public financing undertaken to finance infrastructure improvements in connection with the Project; (5) assisting with obtaining State or JobsOhio incentives, grants or loans in support of the Project; and (6) assisting with the expansion of the City's Pre-94 CRA program to additional areas within the City, including the Project site.

Absent any other special arrangements, all other work done by us will be on the same general terms and conditions set forth in this letter.

Terms of Engagement.

I will be representing the Client in this Matter, assisted by Adam Seeley. Doug Shevelow will assist with construction infrastructure matters related to construction of water, wastewater, roadway, and other procurement matters. Mike Jacoby, Director of Economic Development, who is not an attorney, will serve in a non-legal capacity on consulting and project management. Either of the Firm or the Client may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the interests of the Client in the Matter described above.

Fees and Expenses.

For the provision of the services described above, the Firm will charge a fee based on the actual time required to perform legal and professional services at hourly rates based on the experience levels of the professionals providing the services, plus all reasonable out-of-pocket expenses. We believe our billing rates for attorneys, consultants and legal assistants are competitive with other major firms in the Ohio market. Depending upon the special expertise and amount of experience involved, our hourly billing rates range from \$250.00 per hour for our most junior lawyers to \$675.00 per hour for senior partners. Our billing rates for legal assistants currently range from \$100.00 to \$250.00 per hour. Currently, Caleb's standard rate is \$650 per hour. Doug's standard rate is \$540. Adam's standard rate is \$350 per hour. Mike Jacoby's standard rate is \$275 per hour.

In instances where a large company's project will be necessitating legal fees for a small city, we recommend negotiating for the payment or reimbursement of our legal fees by the company driving the project. We can assist in this negotiation.

We will diligently manage our work on the Matter, and we will seek your direction throughout the engagement to ensure an alignment between our work product and your expectations. If at any time we believe that an adjustment to our fee is necessary, we will consult with you.

Please also see the attached "Additional Terms of Engagement" that will govern our representation. If those terms and the forgoing are agreeable, please sign the Acceptance and Agreement below. If we are required to begin providing legal services before you sign below, you are deemed to have accepted the terms of engagement as outlined in this letter and the attached Additional Terms.



Thank you again for requesting this proposal to be your counsel and non-legal consultant. We look forward to working with you. If you have any questions regarding the foregoing or would like to discuss, please do not hesitate to give me a call.

Very truly yours,

BRICKER GRAYDON LLP

By: _____

J. Caleb Bell, Esq.

AGREED:

CITY OF PIQUA, OHIO

By: _____

Name: _____

Title: _____

Date: _____



ADDITIONAL TERMS OF ENGAGEMENT

Additional Terms as to Scope of Representation. In addition to the Matter described in the letter, upon your request and only upon our agreement in writing, our representation may extend to other matters. The terms of this letter will apply to such other matters, unless otherwise agreed in writing. It is also understood that the Client is not relying upon us for business, investment, or accounting advice or decisions, nor to investigate the character or credit of any other persons or parties in this matter.

Unless otherwise agreed, our engagement does not include providing any advice or legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (the "SEC") or your disclosure obligations under such laws, and we agree that you will not, without our prior written consent, include documents we provide to you in filings with federal or state securities regulators, including the SEC.

Estimates of Fees and Costs. The fees and costs relating to this matter are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is expressly understood that payment of the Firm's fees and costs is in no way contingent upon the ultimate outcome of the Matter.

Because of the potential for unpredictable and unforeseen circumstances, we normally cannot quote a precise fee total for the completion of the Matter. If requested, we will endeavor to estimate the total fee where the nature of the Matter allows us to do so. Any estimate would be provided with the clear understanding that it is not a maximum or a fixed-fee quotation; that the cost will likely be more or less than the estimated amount.

Please note that we take pride in the fact that we provide services as a Firm, and, as such, we retain discretion in the exercise of professional judgment to assign portions of the work to attorneys and legal assistants who are best able to handle particular aspects of the representation on a cost-efficient basis. However, while we may refer certain matters to other attorneys and legal assistants based on their individual knowledge and experience, Caleb Bell will maintain primary responsibility for making sure that each question is thoroughly and efficiently addressed by the attorney or legal assistant to which such matter is assigned. As such, Caleb Bell will be the primary point of contact for the Matter.

Disbursements and Third Party Expenses. In addition to our hourly fees for professional services, you will also be charged for miscellaneous services and cash disbursements incurred on your behalf. These services and expenses include such items as document reproduction, charges for the management and storage of electronic data related to your matter, extraordinary postage, certain staff overtime where justified, on-line research services, and necessary travel expenses (including transportation, lodging, meals, and other related expenses).

Depending on the circumstances, you may also be asked to advance funds to reimburse the Firm for payments made or to be made on your behalf, or to pay a third-party directly. These disbursements include items such as regulatory filing fees, special messengers, express



deliveries, outside document management and copying services, service of process and court fees, stenographer and videographer fees, expert witness fees, and local or special counsel fees. All such expenses are your responsibility.

Invoices and Payments. Our invoices are typically sent on a monthly basis. If charges incurred in any month are nominal, however, billing may be deferred until the next month. We offer a variety of invoice formats to summarize the services performed, the fees, and related disbursements in a manner that you prefer.

Our invoices are payable upon receipt. We include a carrying charge of 1.5% per month on outstanding balances for invoices remaining unpaid past 45 days from the invoice date. If the delinquency continues and satisfactory payment arrangements are not made, we reserve the right, subject to any necessary tribunal approval, to withdraw from the representation and may pursue collection of your account. In the event of any collection action, you agree to pay the costs incurred to collect the balance; including court costs, filing fees, and reasonable attorney's fees.

Professional Responsibility and Conflicts of Interest. The conduct of attorneys and law firms are governed by the Rules of Professional Conduct (the "Rules of Conduct"). They include rules relating to actual or potential conflicts of interest. At the outset of this representation, and for each subsequent engagement, we undertake to identify potential and actual conflicts between your interests and those of others whom we currently represent or have previously represented, based upon the facts as we know them at the time of each engagement.

At this time, we understand that our representation in this Matter may, but is not likely to, involve projects or matters on which we provide legal counsel, to include the following: Piqua City School District, the Upper Valley Career Center, and The New Albany Company ("Other Specific Clients").

We have been retained to represent such Other Specific Clients in connection with a number of legal matters. You acknowledge and consent to our continued or future representation of such other Other Specific Clients and waive any conflict of interest that may now exist after disclosure to the Client of the matter for which we are representing such Other Specific Clients and after you specifically agree to that waiver. We understand consent and waiver of conflicts is subject to the following conditions:

1. Our Firm has represented and will continue to represent in the future (subject to our internal conflicts procedures) such Other Specific Clients in various matters that may not be related to you. Our Firm will continue to represent such Other Specific Clients on all matters on which it is currently engaged to represent such Other Specific Clients.
2. Our Firm will provide notice to you as to related legal counsel to the Other Specific Clients in those instances we reasonably determine that a conflict may arise, and for which we will respectfully request a signed consent from you, subject to our process as set forth in this letter.
3. If the relationship between one or more such Other Specific Clients and you with respect



to the Matter moves into litigation, arbitration, or a similar dispute, our Firm would not represent either party in such dispute. For the avoidance of doubt, our Firm would withdraw its representation of such Other Specific Clients or you with respect to any such litigation, arbitration, or similar dispute.

4. Upon the completion of our representation of you with respect to the Matter, our Firm will continue to represent such Other Specific Clients on all matters on which it is currently engaged (or will at the applicable time be engaged) to represent such Other Specific Clients.

5. Notwithstanding any consent or waiver provided by such Other Specific Clients and you, our Firm will continue to protect information determined by us to be confidential and learned during our Firm's representation of you and will not share this information with such Other Specific Clients.

In addition, we want to specifically identify activity within the City of Piqua that involves an Other Specific Client, The New Albany Company, for which we will continue to provide legal services related to that client's real estate acquisition and real estate sales activity. As a condition of this engagement, and subject to the continued applicability of items 3., 4., and 5. Of the preceding paragraph, you agree to waive any conflict of interest which may arise as a result of such legal work for The New Albany Company.

In order to distinguish those instances in which you consent to our representation of other clients from those instances in which your consent is not given, you have agreed, as a condition to our undertaking this engagement, that during the period of this engagement we will not be precluded from representing clients who may have interests adverse to yours so long as (1) such adverse matter is not substantially related to our work on the Matter, (2) our representation of the other client does not involve the use, to the material disadvantage of you, of any information reasonably determined by us to be confidential and that we have obtained as a result of our representation of you, (3) we reasonably believe we will be able to diligently serve both you on the Matter, and the other client on the different matter, and (4) we have received a written consent from you.

In addition to legal work the Firm provides to clients, certain attorneys associated with the Firm also provide government relations services to various trade associations and other clients of the Firm ("Government Relations Services"). The Government Relations Services may include, but are not limited to, advocating certain positions on behalf of a client before state legislatures and before various federal, state, and local legislative or regulatory bodies or officials. Such services may include, but are not limited to seeking the enactment, repeal, or amendment of various laws, regulations or ordinances. In connection with the Government Relations Services we provide, we may be engaged to advocate a position on issues that are adverse to the Client's interests.

By executing this engagement letter, the Client is acknowledging that the Client has not retained the Firm to provide Government Relations Services, and that our work for the Client in this Matter will not disqualify the Firm from providing Government Relations Services to other clients, even when the interests of those other clients are adverse to the Client's interests. To the extent such Government Relations Services present an actual or prospective conflict of interest,



by executing this engagement letter, the Client agrees to waive the right to disqualify the Firm from providing Government Relations Services to other clients.

Client Information and Communications. So that the Firm's attorneys can fully represent the interests of the Client, it is important that counsel be provided all relevant information concerning the Matter. The Client agrees to timely provide full and complete information requested by counsel in regard to the Matter. The Rules of Conduct provide that in the event the Firm and counsel are not able to adequately represent the interests of the Client as a result of incorrect or insufficient information provided by the Client, the Firm and counsel may terminate the representation in this Matter, subject to any approval required by a court or other authority.

Internal Consultation with Counsel to the Firm. From time to time, lawyers or others in the Firm will consult with Bricker Graydon lawyers designated as General Counsel and Associate General Counsel to the Firm ("Firm Counsel"). Such consultations with Firm Counsel can touch on ethical and other professional-conduct issues, issues involving potential claims against the Firm that arise in connection with the Firm's representation of a client, and any dispute or potential dispute between you and the Firm. As a condition of the Firm's representation, you agree that any such consultations with the Firm's Counsel are protected from disclosure, including disclosure to you, by the attorney-client privilege, to the extent permitted by law.

Resolving Disagreements. We hope that no disagreements ever arise concerning any aspect of our professional relationship. If there is a dispute concerning our fees, services, or relationship, we encourage prompt conversations with the attorney/consultant you are working with to resolve any disagreement. If the issue is not resolved satisfactorily, we urge you to discuss your concerns with either Firm Counsel, Quintin Lindsmith (direct dial: 614-227-8802) or Stephen Smith (direct dial: 859-578-3070).

Conclusion of Representation. Either party may terminate the engagement before the Matter is concluded, at any time and for any reason, by written notice. The Firm's right to terminate the engagement is subject to the applicable Rules of Conduct. Upon your authorization, we will provide the "Client File" to successor counsel selected by you. Client Files include such things as third-party communications, communications with counsel, transactional documents, documents received from other parties, documents received from the Client, public filings, and the like. Client Files do not include Firm Files, described below. If permission to withdraw is required by a court or other authority, you agree to cooperate with such application for withdrawal and to engage successor counsel to represent you.

Client Files will also be provided to the Client upon written request, although such request must be made within 5 years of termination. We reserve the right to securely destroy or dispose of the Client Files 5 years after the termination of our representation, unless earlier notice is provided to you.

The Firm's files pertaining to the Matter will be retained by the Firm after termination. These "Firm Files" include such things as 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

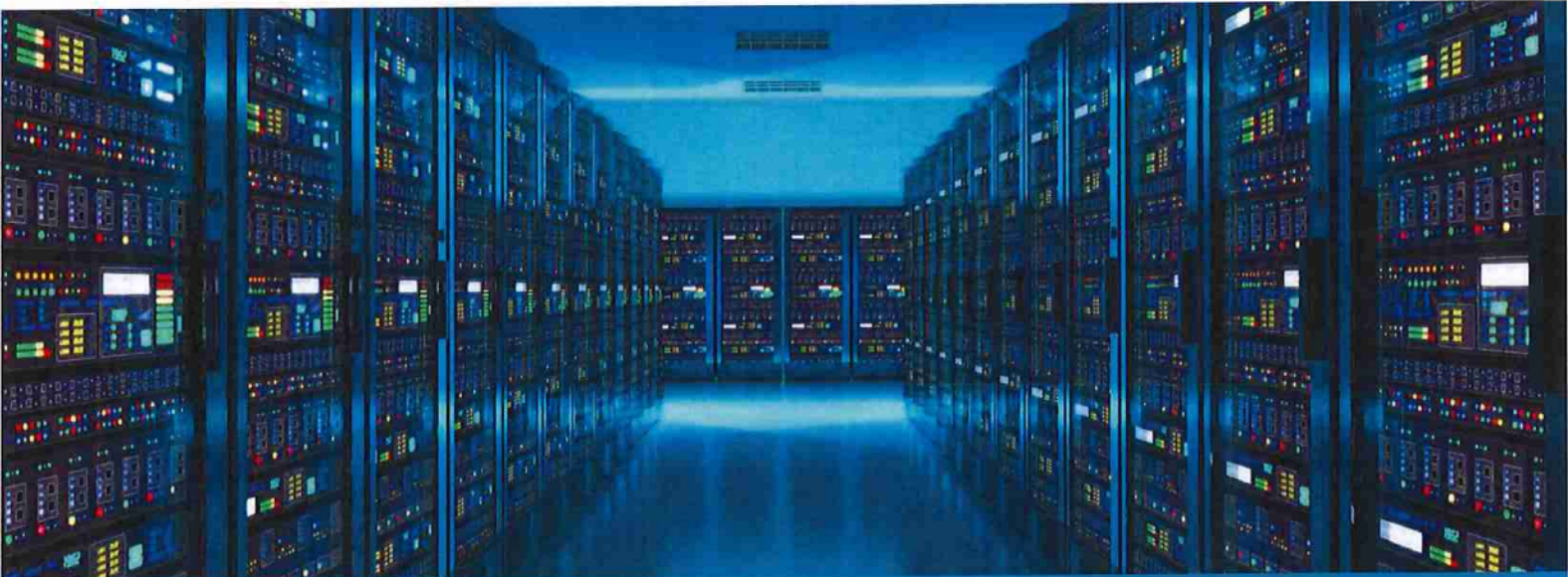


investigative reports, prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such Firm Files within a reasonable time after the termination of the engagement.

Following termination of our services, we may ask if you desire your papers and property returned to you ("Client Property"). If you do not respond requesting the return of your papers and property, you agree we may, upon reasonable notice to you, dispose of such Client Property.

After completion of the Matter, changes in the law may occur, and those changes may impact your future rights and liabilities. Unless you engage us after completion of the Matter to provide additional advice, the Firm will have no continuing obligation to advise you with respect to future legal developments.

Unless previously terminated, Bricker Graydon's representation of the Client will terminate upon the earlier of a written confirmation of completion, or sending you our final statement for services rendered in the Matter.



City of Piqua, Ohio

Proposal for Services Related to Industrial Site Prospect

August 1, 2024

Submitted by:

Caleb Bell, Partner
Bricker Graydon LLP
100 S. Third St.
Columbus, OH 43215

Introduction & Qualifications

Bricker Graydon is pleased to submit information regarding our qualifications and a proposal to assist the City of Piqua, OH in winning a large site selection project. Serving public sector entities is the cornerstone of our legal practice, and we are well known for helping governmental organizations leverage opportunities to enhance and improve communities. A unique and exceptional community like the City of Piqua deserves an extraordinary partner. The depth and breadth of our experience, our enthusiasm for the work we perform, and the relationships we forge with our clients, distinguishes the Bricker Graydon legal team from our competitors.

About Bricker Graydon

Bricker Graydon is a leading law firm, comprised of nearly 200 attorneys spread across ten offices located in Ohio, Kentucky and Indiana. Our firm is large enough to provide effective and sophisticated counsel across a wide variety of industries and practice areas, while also delivering highly personalized service and access to our most experienced attorneys. Providing innovative legal services to public entities throughout the state is a key component of our firm's foundation with 76 of our attorneys focusing the majority of their practice in public law.

We employ a cross-disciplinary approach to client service. Our depth and breadth of knowledge is a direct reflection of our attorneys' variety of backgrounds and experience. For example, many Bricker Graydon attorneys have formerly held positions within state and local government, corporations and nonprofit entities. The diversity of our collective experience ensures that the services we provide are relevant and effective.

Economic Development

Economic development has the power to transform communities. Whether embarking on a signature, multi-million-dollar mixed-use project, siting a new production-oriented facility, or rebuilding a treasured historic business district, businesses and government entities can achieve optimal results using many economic development tools. Our team helps communities and businesses flourish, working with them to understand and take advantage of these programs.

We partner with government entities, developers, and businesses to achieve their unique development objectives. Utilizing the economic development tools that best suit our clients' strategic goals, we structure and layer resources, connecting our clients with the available financial incentives they need for growth. Our team is poised to assist both public and private sector entities by providing cutting-edge financial, regulatory, and other consultative solutions.

We provide economic development consulting services for projects involving:

- Creative application of public and private financing
- Regulatory compliance
- Site selection and development support
- State and local permitting
- Financial forecasts
- Public Finance tools
- Tax incentives
- Zoning
- Zoning post-issuance compliance services

Our team has the experience and acumen to objectively review sites and apply criteria to determine whether a site is likely to be attractive for primary industrial development. We have the technical skills to review real estate reports such as market studies, commercial real estate appraisals, title commitments, zoning codes, comprehensive plans, environmental studies/audits, broker's opinion of value, traffic studies, conceptual site development plans, infrastructure plans, tax policy, incentives, etc.

Bricker Graydon has experience assisting communities with the following projects (to name only a few):

- **Warren County Port Authority:** Bricker Graydon has assisted in the acquisition and development by the Warren County Port Authority of a 400-acre industrial park in Warren County, OH. The development required multiple rounds of bond financing as well as state legislation to cause the transfer of the property from one government to another. This project is decade-long work that will continue for various industrial park uses.
- **Erie County Port Authority:** Bricker Graydon represented the port authority in a bond issuance and lease agreement for the siting of a large data center project.
- **Private Developer:** Bricker Graydon represented a large central Ohio private developer in the development and sale of sites to two of the largest data center operators in the country.
- **Union Township (Clermont County), OH:** Bricker Graydon assisted Union Township, OH with the acquisition of multiple sites now being developed. Sites include Ivy Point area where TQL's headquarters and expansion projects are located, and where a new Cincinnati Children's Hospital facility is located. Related income tax and property tax incentives supported job creation activity for several thousand jobs.
- **City of Middletown, OH:** Bricker Graydon assisted the client in the acquisition of dozens of specific sites now being developed as a sports arena, hotel, and multifamily project. Acquisition strategy included multiple layers of incentives, including special assessment financing, TIF financing, tax abatement, and revenue bond financing.

Scope of Work

Bricker Graydon's Economic Development team understands that the City of Piqua has an opportunity to land a large capital investment project, but that doing so will require infrastructure improvements and the provision of reasonable incentives.

Not only do the prospect's site requirements need to be met, but the work must be done expeditiously and efficiently. Accordingly, Bricker Graydon is pleased to offer legal and consulting services for:

- Strategies and legal support to finance public water, sewer, and road improvements through tax increment financing and/or other tools that allow new developments to pay for the infrastructure improvements they require;
- Obtaining any easements required for public infrastructure improvements;
- Representation on any real estate transaction to which the City will be a party;
- The extension of a community reinvestment area to the project site;
- Any annexation or zoning actions required for the project;
- The negotiation of a development agreement with the site end-user;
- Negotiation support, financial projections and legal documents for incentives to support the project;
- Any desired follow-up support to ensure incentives are properly used, reporting and compliance; and
- Should the City of Piqua Development Department need bench strength support through this large project, Bricker Graydon can provide project management and coordination services among the various parties.

Throughout this effort, our attorneys and consultants will work closely with the City of Piqua, the developer, the end-user prospect and any integral vendors to drive the project to a successful completion.

Meet the Team

Upon selection of our firm to provide legal counsel and economic development consulting, **Caleb Bell** will serve as the primary contact for this engagement. Caleb will coordinate the additional team members identified below to ensure that all services are provided according to the mutually agreed upon timeline and budget.

Key Contact



Caleb Bell is partner and chair of Bricker Graydon's Public Finance practice group with a regional practice that emphasizes public finance and economic development matters. He has served as bond counsel in a wide variety of transactions. His clients include municipalities, counties, townships, school districts, and public universities, as well as private developers and property owners across Ohio, Kentucky, and the Midwest. Caleb is well known for his representation of special purpose financing entities such as port authorities, new community authorities (NCAs), special improvement districts (SIDs), energy special improvement districts (ESIDs), and energy project assessment districts (EPADs).

Caleb has diverse economic development experience and is sought after for his knowledge of development tools such as tax increment financing (TIF), special assessments, community reinvestment area (CRA) abatements, enterprise zone (EZ) abatements, joint economic development districts (JEDD), and local tax credits.

Caleb has been instrumental in advancing energy financing across the Midwest. He is a national thought leader in Property Assessed Clean Energy (PACE) financing. He is a Board Member of PACENation, a member of the C-PACE Alliance, and has been appointed by the U.S. Department of Energy as a C-PACE Advisor. In 2023, Caleb was named "PACE Champion of the Year" by PACE Nation, a national energy efficiency finance trade association. He was retained by clients to author Ohio's PACE financing statute, he served as bond counsel for Ohio's first issue of PACE-secured bonds, and he has financed over \$500 million of PACE financing for over 200 PACE projects. Caleb has structured PACE financing into a variety of transactions, including retrofit projects, new construction projects, redevelopment projects, and tax credit projects in the Ohio, Kentucky, Michigan, and Pennsylvania markets. In addition, he advised the State of Hawaii on its commercial PACE legislation, which was enacted into law in 2022. Caleb has served as bond counsel and underwriters' counsel in more than \$4 billion of natural gas and electricity prepayment bonds, including Ohio's only tax-exempt refunding of energy prepayment bonds.

Caleb is an experienced negotiator, regularly advising his clients on complex projects involving multiple aspects of public finance and economic development law. He advises both public entities and private developers, and he brings a broad-based perspective to every transaction.

Caleb Bell can be contacted at 614.227.2384 or jbelle@brickergraydon.com.

Additional Team Members



Adam Seeley is a public finance attorney at Bricker Graydon. His practice focuses on economic development and local government counseling, as well as administrative, environmental and energy law. Adam's experience covers TIF, CRA, enterprise zone administration, appraisal, real estate transactions, contract negotiation and drafting, civil litigation, and administrative compliance.

Prior to joining Bricker Graydon, Adam served as in-house staff counsel for the Franklin County Auditor's Office, Real Estate Division. He has also worked as a policy and legal aide for the Public Utilities Commission of Ohio (PUCO) and in private practice representing clients facing consumer protection matters.

Adam can be contacted at 614.227.4840 or aseeley@brickergraydon.com.



Mike Jacoby, Director of Economic Development, is a seasoned economic development consultant with 30 years of experience in the field. He has worked at the state, local, and regional levels, including serving as the executive director of Zanesville-Muskingum County Port Authority where he helped attract Halliburton to the port authority's East Pointe Business Park.

Prior to joining Argus Growth Consultants, Mike served as the president of Ohio Southeast Economic Development (OhioSE), the JobsOhio Regional Network Partner serving a 25-county region of over 1 million in population. Under Mike's leadership, the team successfully undertook expansion and attraction projects that created over 5,800 jobs. Additionally, he worked closely with JobsOhio, the state's private economic development corporation. He actively engaged with business, government, and economic development leaders across the region and the state, representing southeastern Ohio and leading site development, workforce, and planning initiatives.

Mike specializes in creative problem-solving to get deals done, grant writing, communications, marketing, real estate development, incentives, and team building. His ability to build consensus while balancing the interests of multiple constituencies has proven his prowess as a first-class leader in his field. Mike holds a Masters Degree in Public Administration from Ohio University and is a Certified Economic Developer (CEcD) as designated by the International Economic Development Council and an Economic Development Finance Professional as certified by the National Development Association. *Note: Mike Jacoby is not an attorney and does not provide legal advice or services.*

Mike can be contacted 614.227.2353 or mjacoby@brickergraydon.com.

Fees

For the provision of the services described above, Bricker Graydon will charge a fee based on the actual time required to perform legal and professional services at hourly rates based on the experience levels of the professionals providing the services, plus all reasonable out-of-pocket expenses. We believe our billing rates for attorneys, consultants and legal assistants are competitive with other major firms in the Ohio market. Depending upon the special expertise and amount of experience involved, our hourly billing rates range from \$250/hour for our most junior lawyers to \$675/hour for senior partners. Our billing rates for legal assistants currently range from \$100 to \$250 per hour. Currently, Caleb's standard rate is \$650/hour. Adam Seeley's standard rate is \$350/hour, and Mike Jacoby's standard rate is \$275/hour.

In situations where a large company's project incurs legal fees for a small community, we recommend negotiating for the company to pay or reimburse these expenses. Our firm has extensive experience in facilitating such negotiations and can provide valuable assistance to ensure successful outcomes.

We will diligently manage our work on this project, consistently seeking your direction to ensure our work product aligns with your expectations.

References

Below are three clients for whom we have provided similar legal services. We are happy to provide additional references or detailed client experience information upon request.

City of Independence
5409 Madison Pike
Independence, Kentucky 41051

Chris Reinersman
Mayor
859.363.2940
creinersman@cityofindependence.org

Bricker Graydon provided the City of Independence with a site assessment and development recommendations for four particular properties/areas in October, 2019.

Fayette County

215 W Short St., Suite 210
Lexington, KY 40507

Jamie Gentry

Enterprise Advisory Group LLC
Consultant
614.499.7066
jgentry@eagohio.com

Bricker Graydon represented Fayette County, the Jefferson Township - Washington Court House Joint Economic Development District, and the West Central Ohio Port Authority in various aspects of the proposed Honda-LG Energy Solution \$3.5 billion battery plant joint venture to be located in northwest Fayette County. This work included negotiation of a development agreement, implementation of tax increment financing, use of a joint economic development district to support the project, and negotiation and documentation of direct incentives including property tax exemptions and sales and use tax exemptions with respect to building materials for the proposed plant.

Warren County Port Authority

406 Justice Dr., Suite 301
Lebanon, Ohio 45036

Martin Russell

*Deputy County Administrator/
Executive Director*
513.695.2690
martin.russell@co.warren.oh.us

Bricker Graydon assisted Warren County in acquiring 400 acres to convert to an industrial park being developed by Core5.

Conclusion

The Bricker Graydon public sector practice is one of the largest and most reputable in the Midwest. Our team has extensive experience supporting public entities with large capital investment projects, which often require significant infrastructure improvements and reasonable incentives. Our deep expertise in public finance, regulatory compliance, and municipal law equips us to navigate these complexities effectively. With a proven track record and a comprehensive approach, we are a trusted partner in securing and implementing large-scale investment projects.

Thank you for the opportunity to present our qualifications to assist the City of Piqua leadership team with this site selection project. Our unparalleled experience will provide the City of Piqua with highly skilled, accessible, and responsive assistance. We look forward to continuing our discussions and partnering with you to advance this project opportunity.