



To: Members of Dublin City Council

From: Dana L. McDaniel, City Manager

Date: November 2, 2021

Initiated By: Megan D. O'Callaghan, Deputy City Manager/Chief Finance and Development Officer
Paul A. Hammersmith, P.E., Director of Engineering/City Engineer
Tina C. Wawzkiewicz, P.E., Civil Engineer II
Michael Hendershot, P.E., Senior Civil Engineer

Re: Ordinance 83-21 – An Ordinance Authorizing the City Manager to Enter into an Infrastructure Agreement with Paragon Building Group, Ltd and Union County for the Hyland Glen Development

Background

Paragon Building Group, LTD. (“Developer”) is proposing to develop a residential development, Hyland Glen, on a 42.5-acre site located northeast of the intersection of Hyland-Croy Road and Post Road. As the property would need to be rezoned from R, Rural District to PUD, Planned Unit Development District, staff have been working on the proposal to ensure that the plans meet the criteria for review and approval as described in Section 153.050 of the Zoning Code.

This memorandum pertains to a proposed Infrastructure Agreement between the Developer, the City of Dublin, and Union County. Execution of an infrastructure agreement is a condition of approval recommended by Planning and Zoning Commission for the Rezoning and Preliminary Development Plan.

Transportation Analysis

As part of the development review process and rezoning, the developer was required to submit a Traffic Impact Study (TIS) performed by a qualified professional engineer to the City for review and approval. As Hyland-Croy Road is within Union County's jurisdiction, they are partners in the review of the traffic impact study and also control access to this roadway. The TIS models the traffic on the existing roadways, evaluates impacts of the additional traffic on the surrounding roadway network, and recommends mitigation measures for these impacts.

In July 2021, the applicant submitted a TIS as required for this rezoning application, which was considered prior to the September 16, 2021 Planning and Zoning Commission meeting. The study provided at the time of the PZC hearing recommended certain improvements to mitigate the anticipated development traffic impacts, but was not yet accepted by the City of Dublin or the Union County Engineer's Office.

Most recently, an amended and revised TIS was submitted on October 20, 2021 and is under review. The TIS should be finalized and accepted by both the City of Dublin and the Union County Engineer. As a result of the unique relationship between this proposed development and the planned Post Preserve access modifications associated with the programmed US-33/SR 161/Post Road Interchange Improvements, a non-traditional funding approach is being proposed to address the transportation improvements. Additionally, the unique location of the Development provides an

opportunity for a City gateway reserve area to include the preservation of cultural resources including a historic barn and granary consistent with the intent of the Community Plan and further contributes to the need for a non-traditional funding approach.

The Infrastructure Agreement addresses regional transportation improvements, the internal roadways in the development, Hyland-Croy Road Improvements, a gateway reserve, neighborhood entrance features, right-of-way and easement dedications, and necessary utility extensions. Additionally, the Agreement establishes the cost sharing commitments for the Developer and City while also determining the phasing and timing to the necessary improvements.

Interchange Improvements

The plans for improvements to the interchange at US-33/SR 161/Post Road include a realignment of the northbound off-ramp US-33/SR 161 to align with the current intersection of Hyland-Croy Road and Post Road (see image). Although previously a roundabout, the intersection control at the northbound off-ramp US-33/SR 161, Hyland-Croy Road, and Post Road will now be a traffic signal. The detailed design process for the US 33 – SR 161 – Post Road Interchange Improvements initially began in the early 2000s when discussions with the Ohio Department of Transportation (ODOT) identified that the access point for Post Preserve Boulevard at Post Road would need to be removed due to the planned interchange improvements and associated extension of the limited access right-of-way. Recent evaluation and discussions with ODOT, however, have allowed the access point to remain, with a restriction to right turn only movements (right-in/right-out).



A non-traditional cost sharing approach is being proposed with several strategic goals in mind. The City is best positioned to minimize potential impacts to citizens travelling Hyland-Croy Road by very closely coordinating with ODOT the timing and details of construction activities associated with the identified improvements on Hyland-Croy Road with the adjoining interchange improvements. Dublin staff are also in discussions with the Union County Engineer about potentially expanding the scope of improvements to Hyland-Croy Road between Post Road and Park Mill Drive to leverage the construction of the Post Road Interchange and Hyland Glen. Additionally, the unique location of the Development provides an opportunity for a City gateway reserve area to include the preservation of cultural resources including a historic barn and granary and staff are best positioned to lead the design of this reserve. Finally, prior to this proposed development, a few of the internal roadways were previously planned as the City's local roadway connections needed for the Post Preserve Access Modification project. Therefore, instead of Dublin and the Developer sharing the costs of design and construction of the interior streets and Hyland-Croy Road intersection improvements proportionally, this Infrastructure Agreement proposes Dublin design and construct the identified improvements on Hyland-Croy Road, and the Developer design and construct the interior streets. This non-traditional cost sharing approach maintains Dublin's anticipated funding commitment at a comparable level to that which was contemplated with the prior development (and infrastructure agreement) that was proposed in late 2020.

Internal Roadways

The Developer agrees to design and construct all internal roadways solely at the Developer's cost.

Regional Transportation Improvement Contributions

The TIS analyzed the impacts of anticipated site traffic to the regional transportation network including Hyland-Croy corridor; Hyland-Croy Road and Post Road; Hyland-Croy Road and Park Mill Drive; and Hyland-Croy Road and Brand Road roundabout. The City will contribute \$125,100 to improvements to Hyland-Croy Road on behalf of the Developer, which amount constitutes full and final payment for all required contributions for regional traffic impacts from the Development.

Hyland-Croy Road Improvements

The City will design and construct the identified improvements on Hyland-Croy Road at the proposed intersections with Springview Lane, Moorland Drive, and Holbein Drive. Construction will include the shared-use path that is planned to generally run parallel to, and alongside, Hyland-Croy Road between Post Road and Park Mill Drive as designed and depicted on the Developer's Final Development Plan.

Gateway Reserve "A"

The Developer will donate at no cost to the City parkland required by the approved rezoning as described in the text and depicted on the PDP for Hyland Glen, including Gateway Reserve "A". Responsibility for payment for the Gateway Reserve "A" shall be allocated between the Parties as follows:

- The Developer will design and construct all stormwater management features required for the Development including, but not limited to, grading and temporary seeding.
- The City will design and construct any improvements related to landscaping, sidewalk/shared-use paths, City entrance feature, and cultural preservation of a historic barn and granary.

Neighborhood Entrance Features

The Developer agrees to pay 100% of the cost and will be responsible for the design and construction of the neighborhood entry features at Springview Lane and Hyland-Croy Road, and at Moorland Drive and Hyland-Croy Road, and at Holbein Drive and Hyland-Croy Road. These neighborhood entrance features will be maintained by the Hyland Glen Homeowners Association.

Right-of-Way and Easement Dedication

As is standard practice, the Developer will donate the right-of-way to Dublin, for land which Developer is under contract to purchase for Hyland Glen, necessary for all roadways within the development (Internal Roadways), at no cost to Dublin or Union County.

Additionally, the Developer will donate the right-of-way to Union County, for land which Developer is under contract to purchase for Hyland Glen (50' from the centerline of Hyland-Croy Road), necessary for all improvements on Hyland-Croy Road adjacent to Hyland Glen between Post Road and Park Mill Drive, at no cost to the City or Union County.

The Developer will also donate the right-of-way, for land which Developer is under contract to purchase for Hyland Glen, necessary for all rights-of-way and Reserves for the construction of the neighborhood entrance features, at no cost to the City or Union County.

Finally, the Developer will donate at no cost to the City any other utility, public improvement and/or temporary construction easements, for land which the Developer has under contract to purchase for Hyland Glen, that may be necessary or otherwise required.

Post Preserve Boulevard and Post Road Intersection

The City will construct and pay 100% of costs associated with converting the Post Preserve Boulevard and Post Road intersection to a right-in/right-out condition in accordance with the ODOT requirements and timing relative to the scheduled US-33/SR 161/Post Road Interchange Improvements.

Construction and Inspection

Provisions are contained within the proposed Agreement for acceptable design review and approval of all public improvements by Dublin and Union County. Dublin and Union County will also inspect the construction of public improvements to ensure compliance with the approved plans.

Moorland Drive, Stillhouse Lane, Springview Lane, and Holbein Drive and neighborhood entrance features as specifically provided for herein shall be constructed and concurrently open to traffic no later than 24 months from receipt of final development plan approval, final plat approval and all engineering permits required to commence construction of the single-family sub-areas and the roadways.

Water and Sanitary Sewer Improvements

The Developer will pay 100% of all costs associated with water and sanitary sewer extensions and improvements. Access to public water for domestic and fire protection use will be available by the construction of new public water main from the south along Hyland-Croy Road. Additionally, this proposal provides for the construction of new public water main within the development, including new fire hydrants. New public sanitary sewer is proposed with this development to provide access for the proposed lots and will connect to existing sanitary sewer located to the east of this development.

Potential Creation of a Tax Increment Financing District (TIF)

The Infrastructure Agreement references the City's intention to include the property within a tax increment financing area (a "non-school" TIF). Council could consider a residential TIF to garner more revenue for future infrastructure projects in the immediate area. Most recently, Council approved a residential TIF for the Riviera development to help facilitate the construction of Cacchio Lane.

Recommendation

The Developer and Union County staff have reviewed the Infrastructure Agreement and are agreeable to the terms contained therein. Staff recommends approval of Ordinance 83-21 at the second reading/public hearing on November 15, 2021, authorizing the City Manager to enter into an Infrastructure Agreement with Paragon Building Group, Ltd and Union County for the Hyland Glen Development.

RECORD OF ORDINANCES

Ordinance No. 83-21

Passed _____, 20____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INFRASTRUCTURE AGREEMENT WITH PARAGON BUILDING GROUP, LTD AND UNION COUNTY, FOR THE HYLAND GLEN DEVELOPMENT

WHEREAS, Paragon Building Group, Ltd (“Developer”) desires to develop the site located at Hyland-Croy and Post Roads as Hyland Glen, a residential development with 102 single-family homes with 12.4 acres of open space and public streets (“the Development”); and

WHEREAS, the Developer has performed a traffic impact study (TIS) as required for the rezoning necessary for the Development; and

WHEREAS, the Parties agree to enter into this Agreement, relating to construction of, and the contribution of the Developer’s proportionate share for, certain transportation improvements to the surrounding roadway network to mitigate the impact of additional traffic generated by the Development; and

WHEREAS, some of the impacted roadways are under the jurisdiction of Union County.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Dublin, Delaware, Franklin, and Union Counties, State of Ohio, _____ of the elected members concurring, that:

Section 1. The City Manager is hereby authorized to execute the attached Infrastructure Agreement with Paragon Building Group, Ltd and Union County for the Hyland Glen Development, in substantially the same form as attached, with changes not inconsistent with this Ordinance and not substantially adverse to the City and which shall be approved by the City Manager.

Section 2. The City Manager, for and in the name of this City, is hereby authorized to execute the foregoing agreement, provided further that the approval of changes to any such agreement by that official, and their character as not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof. This City Council authorizes the City Manager, for and in the name of the City, to execute any amendments to the agreement, which amendments are not inconsistent with this Ordinance and not substantially adverse to this City. This City Council further hereby authorizes and directs the City Manager, the Director of Finance, the Director of Law, the Clerk of Council or other appropriate officers of the City to prepare and sign all documents and instruments this Ordinance.

Section 3. This Ordinance shall take effect upon the earliest date permitted by law.

Passed this _____ day of _____, 2021.

Mayor – Presiding Officer

ATTEST:

Clerk of Council

INFRASTRUCTURE AGREEMENT FOR THE HYLAND GLEN DEVELOPMENT

DATE OF AGREEMENT: _____

**INFRASTRUCTURE AGREEMENT
FOR THE
HYLAND GLEN DEVELOPMENT**

This Infrastructure Agreement (the "*Agreement*") dated , _____ 2021, by and between the **CITY OF DUBLIN, OHIO** ("*Dublin*"), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the "*State*") and its Charter, **UNION COUNTY, OHIO** ("*Union County*") and collectively with Dublin, the "*Jurisdictions*"), a county duly organized and validly existing under the laws of the State of Ohio, and **Paragon Building Group, LTD.** ("*Developer*," and collectively with Dublin and Union County, the "*Parties*"), a limited liability company authorized to conduct business in the State of Ohio, witnesseth:

WHEREAS, Developer is presently engaged in the improvement of certain land, being 45 +/- acres along Hyland Croy Road in the City of Dublin, Ohio (within Union County) and is desirous of constructing public street infrastructure, and related public facilities to service the development known as Hyland Glen, as such development is finally approved by Dublin City Council and depicted by the Preliminary Development Plan (PDP) attached hereto as Exhibit "A" (the "*Development*"); and

WHEREAS, Developer has commissioned a traffic impact study, prepared by The Mannik and Smith Group ("*TIS*") for the Development, that has been reviewed and approved by the Jurisdictions; and

WHEREAS, the unique relationship of the Development and the planned Post Preserve Access Modifications associated with the scheduled US 33 – SR 161 – Post Road Interchange Improvements causes a non-traditional funding approach to be proposed in this Agreement; and

WHEREAS, the unique location of the Development provides an opportunity for a City gateway reserve area to include the preservation of cultural resources including a historic barn and granary and further contributes to the need for a non-traditional funding approach; and

WHEREAS, the Parties agree to enter into this Agreement relating to the contribution to certain transportation improvements to the surrounding roadway network to mitigate the impact of the additional traffic generated by the Development and to establish a gateway reserve consistent with the intent of the Community Plan; and

NOW THEREFORE, the Parties covenant, agree and obligate themselves as follows:

1. **Regional Transportation Improvement Contribution:** Dublin agrees to contribute \$125,100 to improvements to Hyland-Croy Road on behalf of the Developer, which amount constitutes full and final payment for all required contributions for regional traffic impacts from the Development.

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Improvement	Improvement Estimate	Percent Site Trips	Jurisdiction	Site Contribution
Hyland-Croy Rd corridor (3-lane Post Rd to Park Mill Dr)	\$2,000,000	3.3% (north of Post)	Union Co	\$66,000
Hyland-Croy Rd and Post Rd intersection improvement	\$2,500,000	2.1%	Union Co/ Interchange	\$52,500
Hyland-Croy Rd and Park Mill Dr intersection improvement	\$100,000	1.6%	Union Co	\$1,600
Hyland-Croy Rd and Brand Rd roundabout expansion	\$500,000	1.0%	Dublin	\$5,000
Total	\$5,100,000	2.45%		\$125,100

2. Internal Roadways:

The Parties agree that Developer will design and construct all internal roadways which include the elements of grading, storm sewer, pavement, curbing, sidewalk/shared use path, and appurtenances. Responsibility for payment for the Internal Roadways shall be as follows:

- Developer agrees to pay 100% of the cost to design and construct the following roadway improvements (see Exhibit "B") solely at Developer's cost, which consists of grading, storm sewer, pavement, curbing, sidewalk/shared use path, landscaping, and all other appurtenances:
 - Holbein Drive
 - Woodley Drive
 - Wilde Drive
 - Moorland Drive
 - Barksdale Drive
 - Stillhouse Lane
 - Gorden Drive
 - Banshee Drive
 - Springview Lane

3. Hyland-Croy Road Improvements:

The Parties agree that the City will design and construct the identified improvements on Hyland-Croy Road at the proposed intersections with Springview Lane, Moorland Drive, and Holbein Drive which consists of grading, storm sewer, pavement, curbing, lighting, traffic control devices/signals, pavement striping, shared use path, utility relocations, and all other appurtenances, if applicable. The Parties also agree that the City will construct the shared-use path (including the stream crossing) that is planned to generally run parallel to, and alongside, Hyland-Croy Road between Post Road and Park Mill Drive as designed and depicted on the Final Development Plan.

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4. **Gateway Reserve "A":**

Consistent with Section 11 below, Developer will donate at no cost to the City parkland required by the approved rezoning as described in the text and depicted on the PDP for Hyland Glen, including Gateway Reserve "A". Responsibility for payment for the Gateway Reserve "A" shall be allocated between the Parties as follows:

- The Developer will design and construct all stormwater management features required for the Development including, but not limited to, grading and temporary seeding.
- The City will design and construct any improvements related to landscaping, sidewalk/shared-use paths, City entrance feature, and cultural preservation of a historic barn and granary.

5. **Neighborhood Entrance Features:**

Developer agrees to pay 100% of the cost and will be responsible for the design and construction of the neighborhood entry features at Springview Lane and Hyland-Croy Road, and at Moorland Drive and Hyland-Croy Road, and at Holbein Drive and Hyland-Croy Road. These neighborhood entrance features will be maintained by the Hyland Glen Homeowners Association.

6. **Right-of-Way and Easement Dedication:**

Contingent upon receipt of the approval of the final development plan, final plat and all engineering permits necessary to commence construction of the first section of the Development and the improvements that are subject to this Agreement in the first section of the development:

- Developer agrees to donate the right-of-way to Dublin, for land which Developer is under contract to purchase for Hyland Glen, necessary for all roadways within the development (Internal Roadways), at no cost to Dublin or Union County.
- The Developer will donate the right-of-way to Union County, for land which Developer is under contract to purchase for Hyland Glen (50' from the centerline of Hyland-Croy Road), necessary for all improvements on Hyland-Croy Road adjacent to Hyland Glen between Post Road and Park Mill Drive, at no cost to the City or Union County.
- Developer will donate the right-of-way, for land which Developer is under contract to purchase for Hyland Glen, necessary for all rights-of-way and Reserves for the construction of the neighborhood entrance features, at no cost to the City or Union County.
- Developer will donate at no cost to the City any other utility, public improvement and/or temporary construction easements, for land which the Developer has under contract to purchase for Hyland Glen, that may be necessary or otherwise required as long as said easements do not negatively impact the development of Hyland Glen as determined by Developer and the City prior to approval of the final plat.

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7. All roadways, intersection improvements, and entrance features will be built to public standards and/or as otherwise approved in design by Dublin and Union County.
8. Moorland Drive, Stillhouse Lane, Springview Lane, and Holbein Drive and neighborhood entrance features as specifically provided for herein shall be constructed and concurrently open to traffic no later than 24 months from receipt of final development plan approval, final plat approval and all engineering permits required to commence construction of the single-family sub-areas and these roadways that are the subject of this Agreement, as long as such performance is not prohibited by acts of God, riots, or any other act or order of a public authority.
9. Dublin will construct and pay 100% of costs associated with converting the Post Preserve Boulevard and Post Road intersection to a right-in/right-out condition in accordance with the Ohio Department of Transportation (ODOT) requirements and timing relative to the scheduled US 33 – SR 161 – Post Road Interchange Improvements.
10. Water and Sanitary Sewer Improvements – Developer will pay 100% of all costs associated with water and sanitary sewer extensions and improvements.
11. Parkland Dedication – Developer will donate at no cost to the City all parkland required by the approved rezoning as described in the text and depicted on the PDP for Hyland Glen.
12. Developer will submit detailed plans and specifications, for the improvements to be installed by Developer, to the appropriate jurisdictions for review and approval. No work shall begin until such time that the appropriate jurisdictions have granted approval of the plans and specifications.
13. Plan Review and Inspection Fees – Developer will pay standard Plan Review and Inspection Fees for all public improvements that will be inspected by the City as set forth in Engineering Administrative Policy 95-009, for those construction improvement items provided for herein as the responsibility of Developer.
14. Boundary Adjustment - Dublin will file a petition for a boundary adjustment if City Council approves the rezoning of the Property in order to ensure uniformity of services.
15. Developer, its general contractor or its assignee, shall repair, replace or correct any improvements, which have been installed by Developer, that have been improperly installed or which have been proven faulty during the Maintenance Periods. The length of the Maintenance Period shall be in accordance with the Dublin Subdivision Regulations.
16. Tax Increment Financing - Developer acknowledges that the City expects to include the property within a tax increment financing area (a “non-school” TIF) and agrees that it will reasonably cooperate with the City in connection therewith.

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17. Indemnification and Hold Harmless - Developer agrees to defend, indemnify, protect and hold harmless the Jurisdictions, their elected officials, officers, employees, agents, and volunteers from and against any liability for all actions, claims, losses, damages, costs and/or expenses (including reasonable attorney's fees) to the extent that such actions, claims, losses, damages, costs and/or expenses arise out or are in any way caused by the performance or non-performance of this Agreement, either directly or indirectly, irrespective of whether such actions, claims, losses, damages, costs and/or expenses are caused by the acts, omissions or conduct of Developer or its employees, agents and representatives. Developer shall not be required to indemnify or hold harmless Dublin to the extent any such actions, claims, losses, damages, costs and/or expenses are caused by the acts, omissions or conduct of Dublin, its employees, agents, officers or other representatives.

18. Notices - Except as otherwise specifically set forth in this Agreement, notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Parties at the addresses set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other addresses as the recipients shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. A duplicate copy of each notice, certificate, request, or other communication given hereunder to the Parties shall be given also to the others. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificate, requests, or other communications shall be sent.

(a) As to Dublin:

City of Dublin, Ohio
Attention: Director of Engineering
6555 Shier-Rings Road
Dublin, Ohio 43016-7295

(b) As to Union County:

Union County, Ohio
Attn: County Engineer
233 West Sixth Street
Marysville, Ohio 43040

(c) As to Developer:

Paragon Building Group, LTD.

Attn:

INFRASTRUCTURE AGREEMENT FOR THE HYLAND GLEN DEVELOPMENT

DATE OF AGREEMENT: _____

485 Metro Place South, Suite 350

Dublin, Ohio 43016

19. Extent of Provisions Regarding the Parties; No Personal Liability - No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future official, member, officer, agent or employee of the Parties in an individual capacity, and to the extent authorized and permitted by applicable law, no official executing or approving the Parties' participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

20. Binding Effect - This Agreement shall inure to the benefit of and shall be binding upon the Parties, and their respective permitted successors and assigns. The Parties will observe and perform faithfully at all times all covenants, agreements and obligations under this Agreement. This Agreement may be amended only by a writing signed by authorized representatives of all Parties.

21. Governing Law/Venue - This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws.

22. Miscellaneous - Where construction costs are referenced herein, such term shall include all permit and inspection fees associated with the item of construction referenced.

23. Assignment - Developer may assign this Agreement, in whole or in part, to a subsidiary or affiliate of Developer, and such assignment is deemed approved by Dublin with execution hereof. Any other assignment shall require the written consent of Dublin, which consent shall not be unreasonably withheld.

24. Conditions and Contingencies to Performance - Dublin acknowledges and agrees that Developer's performance of any term or condition on this Agreement is expressly conditioned upon the following: (i) Closing on the purchase of land; (ii) Receipt of all public approvals required to commence construction of the Development, including but not limited to the pending rezoning application, the pending Preliminary Development Plan (PDP) application and the final development plan, final engineering approvals and permits for the first phase of the Dublin Gateway Development and final engineering permits for the improvements subject of this Agreement; and (iii) Developer closing on a construction loan for development and all improvements (construction or reimbursements possible) required hereunder and receipt of proceeds from such loan. To the extent that acts of god, government or other force majeure conditions occur, including but not limited to the COVID 19 global pandemic, such that Developer's performance is delayed or precluded, in whole or in part, the parties agree to negotiate in good faith to negotiate a workable and practicable solution or schedule for completion of the work or parts thereof

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as may be determined mutually by the parties to allow the Development to progress, as may apply at the time.

25. Representations and Warranties - Dublin hereby makes the affirmative representation and warranty to Developer that all sums which may be required hereunder for payment or reimbursement to Developer have been appropriated and are available for such purposes as prescribed herein. The failure to appropriate funds shall not be permitted as a defense to non-payment and any sums not paid to Developer and which are more than thirty days past due shall accumulate interest at the statutory rate or ten percent, whichever is greater.

26. Complete Agreement - This Agreement constitutes the full and final agreement between the Parties with regard to traffic impacts and improvements for the Development. Dublin and Union County acknowledge and agree that the Development TIS is hereby approved. No additional payments, beyond the normal and customary application and permit fees associated with plan submittals, reviews, inspections or the like, shall be required of Developer or its assigns as a condition to use of the land as contemplated by the pending zoning, preliminary development plan and final development plan or as a condition for any future approvals for plans, permits, etc.

IN WITNESS WHEREOF, Dublin, Union County, and the Developer have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date written above.

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DATE OF AGREEMENT: _____

Developer

Board of Commissioners, Union County, Ohio

Signature _____ Date _____
Printed Name: _____
Company Name: **Paragon Building Group, LTD.**

Signature _____ Date _____
Dave Burke, Commissioner

City of Dublin, Ohio

Signature _____ Date _____
Christiane Schmenk, Commissioner

Signature _____ Date _____
Dana L. McDaniel, City Manager

Signature _____ Date _____
Steve Robinson, Commissioner

Approved as to form:

Approved as to form:

Signature _____ Date _____
Jennifer D. Readler, Law Director

Signature _____ Date _____
Thayne Gray, Prosecuting Attorney

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EXHIBITS:

A. Preliminary Development Plan, approved by Dublin City Council ____date____

B. Improvements Plan (Map form)