



To: Members of Dublin City Council

From: Dana L. McDaniel, City Manager

Date: April 19 2022

Initiated By: Megan D. O'Callaghan, Deputy City Manager/Chief Finance and Development Officer
Jenna Goehring, Economic Development Administrator
Tina Wawzkiewicz, Civil Engineer II
Kendel Blake, Management Analyst

Re: Ordinance 14-22 - Authorizing the Provision of Certain Incentives to Mount Carmel Health System to Induce it to Establish a Northwest Healthcare Campus Within the City; and Authorizing the Execution of an Economic Development Agreement.

Ordinance 15-22 - Authorizing the City Manager to Enter Into an Infrastructure Agreement with Mount Carmel Health System for the Mount Carmel Health System Project.

Update

On April 11, 2022, Dublin City Council held the first reading of Ordinance 14-22 for an economic development agreement between the City of Dublin and Mount Carmel Health System ("Mount Carmel"). At the same meeting, City Council also held the first reading of Ordinance 15-22 for an infrastructure agreement between the City of Dublin and Mount Carmel.

Mount Carmel desires to construct up to 314,520 square feet of development in two phases including an in-patient hospital, ambulatory care facility, and medical offices ("the Development"). Phase 1 allows for the development of the primary building consisting of an inpatient hospital, ambulatory care facility, and attached medical office building (MOB). Phase 2 allows for the development of the detached building MOB.

City staff and Mount Carmel have worked collaboratively to draft the terms of an Economic Development Agreement and Infrastructure Agreement for this project. At the meeting on April 11th, Council raised several questions about the draft agreements, which are addressed below. The documents provided for the first readings are attached for reference regarding the specifics of the proposed development and the terms of the draft agreements. This memorandum is intended to address questions and clarifications necessary based on the discussion at the first reading.

Economic Development Agreement

The proposed Economic Development Agreement remains largely the same as was presented at the first reading with the exception of Section 2(f) which addresses "City Land." The City owns approximately 1.5 acres of residual property at 4045 Bright Road, located in the SE corner of Emerald Parkway and Bright Road. The draft agreement previously indicated that "From 2022 through 2027, the City of Dublin agrees to make this land available to Mount Carmel at a cost of \$0, contingent upon the commencement of construction of a later phase medical office building." City Council requested the language referencing "*a later phase medical office building*" be clarified. Accordingly, this language has been revised to "*...a future phase medical office building located along Bright Road and incorporating PID: 273-008616 within the Development Plan.*"

Infrastructure Agreement

The proposed Infrastructure Agreement remains largely the same as was presented at the first reading with changes proposed to Sections 1, 2, and 3.

Section 1 Emerald Parkway Main Entry Improvements - Dublin staff have determined the traffic control at this access point will be a roundabout and the language in Section 1 has been revised to reflect this determination. Dublin staff tasked an engineering consultant with evaluating the recommended traffic control type at this intersection. Staff completed the review of the evaluation report and have discussed the report with the Mount Carmel applicant team. The evaluation recommends that this intersection be constructed as a roundabout, for a variety of reasons:

- the signal option would create a sight distance issue with the opposing left turn lanes and the inherent curvature along Emerald Parkway,
- the signal option would cause queuing in the long-term that is expected to block the emergency entrance to the south of the main access,
- while the initial construction cost of a roundabout is higher, the long-term life-cycle operational costs are expected to be lower with a roundabout than a traffic signal, and
- there are inherent benefits to a roundabout, such as reduced delay, fuel consumption and emissions, and providing consistent character and traffic operation of the corridor.

Section 2 Emerald Parkway Service Drive Entry Improvements - Minor non-substantive edits are proposed to clarify the language is addressing the entry point as opposed to the access drive.

Section 3 Bright Road Right-of-Way Access Improvements - Council requested the word “maintain” be added to Section 3 to clarify Mount Carmel will be responsible for designing, constructing, and maintaining the Project’s internal drives and Bright Road Access Drive.

City Council also requested overall cost information associated with the Infrastructure Agreement. The Mount Carmel TIS identifies the following infrastructure improvements to the surrounding road roadway network to mitigate the impact of the additional traffic generated by this proposed Development. Due to the unique relationship of the Development with the City’s previously studied and identified Bright Road Corridor Improvements, a non-traditional funding and implementation approach is being proposed to address the transportation improvements. Dublin’s estimated contribution is indicated for each improvement.

Improvement	Dublin Cost	Notes
Emerald Parkway Service Drive Entry Improvements	\$0	
Emerald Parkway Main Entry Improvements – Roundabout	\$1,800,000	Mount Carmel to contribute \$300,000 toward estimated \$2,100,000 total cost.
Bright Road Right-of-Way and Access Improvements	\$375,000	Left turn lane to be included in City’s Bright Road Corridor Improvements.
Sawmill Road Access Improvements	\$0	
Right-of-Way/Easements from Mount Carmel	\$0	
Water and Sanitary Sewer Services	\$0	
TOTAL:	\$2,175,000	

Additionally, with regard to the Bright Road Corridor, from 2016-2019, the cities of Dublin and Columbus performed a Corridor Study for Sawmill Road, which included Bright Road east of Emerald Parkway. This Corridor Study was completed for future planning purposes in preparation for development to occur and focused on infrastructure needs in each corridor. Results of the Corridor Study were presented to City Council in June 2019 and to the East Dublin Civic Association in October 2019. The Bright Road Corridor project design was intentionally delayed until such time as area development was better understood to ensure long term viability of improvements. As development progresses in the area, this Corridor Study is used as a baseline. The recommendations in the Mount Carmel TIS for improvements at the Sawmill Road and Bright Road intersection are consistent with the improvements recommended in the City's 2019 Corridor Study. The Mount Carmel Development is expected to contribute less than 4% of the overall traffic at this intersection, which does not require any additional improvements. Therefore, the intersection needs are considered background improvements, as they are needed with or without the site traffic generated by the Development. These improvements include an additional eastbound lane on Bright Road, providing a dedicated eastbound right turn lane from Bright Road to Sawmill Road; and a second dedicated northbound left turn lane from Sawmill Road to Bright Road. The second left turn lane also requires a second receiving lane, westbound on Bright Road, which will taper back down to one lane prior to the Emerald Parkway roundabout.

With the use and infrastructure needs for this significant site identified, now is the appropriate time to proceed with designing and implementing the improvements recommended in the City's 2019 Corridor Study for the Bright Road Corridor between Emerald Parkway and Sawmill Road, including the Bright Road and Sawmill Road intersection. Preliminary Engineering is underway and the initial roadway layout was shared with the East Dublin Civic Association in March. The design also includes separated bicycle and pedestrian facilities, along with dedicated left turn lanes into the development site. The City will continue the public engagement process as the plans progress. Detailed design will immediately follow the preliminary engineering. The estimated construction cost of the Bright Road Corridor Improvements between Emerald Parkway and Sawmill Road, including the Bright Road and Sawmill Road Intersection, is currently preliminarily estimated to be \$4,950,000.

Funding

The funds required to satisfy Dublin's obligations under the Infrastructure Agreement will be programmed as part of the five-year 2023 – 2027 Capital Improvements Program (CIP) update.

The funding for design of the Bright Road Corridor Improvements between Emerald Parkway and Sawmill Road, including the Bright Road and Sawmill Road intersection was included in the Q1 Supplemental Appropriations Ordinance 04-22 approved in March. Construction funding will be requested as part of the CIP update.

Recommendation

Staff recommends approval of Ordinance 14-22 and Ordinance 15-22, authorizing the City Manager to enter into an Economic Development Agreement and Infrastructure Agreement with Mount Carmel Health System at the second reading on April 25.

RECORD OF ORDINANCES

Ordinance No. 15-22

Passed _____, 20____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INFRASTRUCTURE AGREEMENT WITH MOUNT CARMEL HEALTH SYSTEM FOR THE MOUNT CARMEL HEALTH SYSTEM PROJECT

WHEREAS, Mount Carmel Health System desires to develop 35+/- acres located northwest of the intersection of Sawmill Road and I-270, east of Emerald Parkway, and south of Bright Road in the City of Dublin, a northwest healthcare campus which may be developed in one or more phases (the "*Development*"); and

WHEREAS, the initial phase of Mount Carmel Health System's proposed project is anticipated to be an approximately 227,680 square foot development of buildings including an inpatient hospital, ambulatory care facility, and attached medical offices ("*Phase I*"); and

WHEREAS, Mount Carmel Health System presently expects to construct an additional approximately 86,840 square foot of additional development allowing for a detached medical office building ("*Phase II*"); and

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

WHEREAS, the unique relationship of the Project with the planned Bright Road Corridor Improvements causes a non-traditional funding approach to be proposed in this Agreement; and

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

WHEREAS, some of the impacted roadways are under the jurisdiction of the City of Columbus.

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

Section 1. The City Manager is hereby authorized to execute the attached Infrastructure Agreement with Mount Carmel Health System for the Mount Carmel Health System Project, 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 that 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 further 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. The 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 in this Ordinance.

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

RECORD OF ORDINANCES

Ordinance No. 15-22

Page 2
Passed _____, 20____

Passed this _____ day of _____, 2022.

Mayor - Presiding Officer

ATTEST:

Clerk of Council

INFRASTRUCTURE AGREEMENT FOR THE MOUNT CARMEL HEALTH SYSTEM
PROJECT

DATE OF AGREEMENT: _____

**INFRASTRUCTURE AGREEMENT
FOR THE
MOUNT CARMEL HEALTH SYSTEM PROJECT**

This Infrastructure Agreement (the "*Agreement*") dated , _____ 2022, 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, and **Mount Carmel Health System** an Ohio nonprofit corporation ("*Mount Carmel*," and collectively with Dublin, the "*Parties*"), a member of Trinity Health System authorized to conduct patient care in the State of Ohio, witnesseth:

WHEREAS, Mount Carmel is presently engaged in the improvement of certain land, being 35+/- acres along Emerald Parkway in the City of Dublin, Ohio (within Franklin County) (the "*Property*") and is desirous of constructing a healthcare campus which may be developed in one or more phases, as such project is finally approved by Dublin City Council and depicted by the Preliminary Development Plan (PDP) attached hereto as Exhibit "A" (the "*Project*"); and

WHEREAS, the initial phase of Mount Carmel's proposed project is anticipated to be an approximately 227,680 square foot development of buildings ("*Phase I*") in accordance with the final development plan of the Project approved by the City ("*Final Development Plan*"); and

WHEREAS, Mount Carmel presently expects to construct additional improvements at the Project in accordance with the terms of the Final Development Plan as may be amended in the future ("*Phase II*"); and

WHEREAS, Mount Carmel commissioned a traffic impact study known as the 3865 Bright Road Traffic Impact Study prepared by Evans, Mechwart, Hambelton & Tilton, Inc. dated January 5, 2022 and amended March 18, 2022 ("*TIS*") for the Project, that has been reviewed and accepted with minor comments by Dublin and the City of Columbus (the "*Jurisdictions*"); and

WHEREAS, the unique relationship of the Project with the planned Bright Road Corridor Improvements causes a non-traditional funding approach to be proposed in this Agreement; 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 Project; and

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

1. Emerald Parkway Main Entry Improvements. The Parties agree that the Project's main entry on Emerald Parkway will be controlled by a roundabout.

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Deleted: The TIS shows either traffic control option is acceptable. The Parties agree Dublin will make the final determination on the traffic control at this access point on or before April 8, 2022.

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DATE OF AGREEMENT: _____

Dublin will prior to Mount Carmel's completion of Phase I for opening to the public, design and construct the roundabout, including grading, storm sewer, guardrail, pavement, curbing, lighting, traffic control devices, pavement striping, sidewalk/shared use path, utility relocations, landscaping, and all other appurtenances, if applicable. Dublin accepts the use of guardrail in lieu of providing the 50-ft basin setback to right-of-way, per the Dublin Stormwater Management Design Manual. During the design process, Dublin agrees to provide the roundabout design details to Mount Carmel for Mount Carmel's review and approval at the following intervals (A) 30% completion of the designs, (B) 60% completion of the designs, and (C) 90% completion of the designs, such approval is not to be unreasonably withheld, conditioned, or delayed. Mount Carmel will provide written review comments within seven (7) business days of receipt of the 30%, 60%, and 90% plans. If no comments are received within seven (7) business days, then the submission is deemed approved and design will proceed. Dublin agrees to perform the construction of the roundabout and initially pay for the construction cost associated with the roundabout, provided, however, within ninety (90) days after the roundabout is opened for use by the public, Mount Carmel agrees to pay \$300,000 to Dublin as partial reimbursement for the cost to construct the roundabout. The roundabout design will be incorporated with the Final Development Plan submittal. Dublin agrees that the design or construction of the roundabout will not cause Mount Carmel to incur additional costs related to the stormwater retention on and at the Project (the "Additional Stormwater Costs"). If the design or construction of the roundabout causes Mount Carmel to incur Additional Stormwater Costs, then, within ninety (90) days after request from Mount Carmel, Dublin agrees to pay to Mount Carmel the full amount of the Additional Stormwater Costs. Dublin will be responsible for necessary R/W acquisitions associated with the roundabout outside of the portion of the Property needed for the construction of the roundabout.

2. Emerald Parkway Service Drive Entry Improvements. The Parties agree that prior to Mount Carmel's completion of Phase I for opening to the public, Mount Carmel will design and construct all necessary improvements for the Emerald Parkway service drive entry point, as opposed to the Emerald Parkway main entry set forth in Section 1, above, solely at Mount Carmel's cost.
3. Bright Road Right-of-Way Access Improvements. The Parties agree that Dublin will design and construct all necessary improvements along Bright Road for a westbound left turn lane to accommodate the Project's Bright Road access as identified in the TIS, solely at Dublin's cost, including grading, storm sewer, pavement, curbing, lighting, traffic control devices, pavement striping, sidewalk/shared use path, utility relocations, and all other appurtenances, if applicable (the "Bright Road Access Improvements"). Dublin will make a good faith effort to have the construction of the new Bright Road westbound turn lane into the Project complete prior to Mount Carmel's completion of Phase I for opening to the public, provided, however, if Mount Carmel has completed the Bright Road access drive and Phase I is opened for use to the public, Dublin will permit access to the Project from Bright Road even though Dublin may not have completed Dublin's construction obligations under this Section 3.

Deleted: <#>In the event Dublin determines the Project's main entry on Emerald Parkway will be a signalized intersection, Mount Carmel will prior to Mount Carmel's completion of Phase I for opening to the public, design and construct the traffic signal and southbound left turn lane according to the terms of the TIS, including grading, storm sewer, pavement, curbing, lighting, traffic control devices, pavement striping, sidewalk/shared use path, utility relocations, and all other appurtenances, if applicable. In the event Dublin determines the Project's main entry on Emerald Parkway will be a signalized intersection, Mount Carmel agrees to perform the construction of the signalized intersection and initially pay for the construction cost associated with this signalized intersection, provided, however, within ninety (90) days after the signalized intersection is opened for use by the public, Dublin agrees to pay \$450,000 to Mount Carmel as partial reimbursement for the cost to construct the signalized intersection. The signalized intersection design will be incorporated with the Final Development Plan submittal.¶
<#>In the event Dublin determines the Project's main entry on Emerald Parkway will be a roundabout,

Deleted: <#>In the event Dublin determines the Project's main entry on Emerald Parkway will be a roundabout,

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INFRASTRUCTURE AGREEMENT FOR THE MOUNT CARMEL HEALTH SYSTEM
PROJECT

DATE OF AGREEMENT: _____

Mount Carmel will design, construct, and maintain the Project's internal drives and Bright Road access drive, other than the Bright Road Right-of-Way Access Improvements, as part of Phase I, solely at Mount Carmel's cost, including grading, storm sewer, water main, sanitary sewer, pavement, curbing, lighting, traffic control devices, pavement striping, sidewalk/shared use path, utility relocations, and all other appurtenances, if applicable.

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4. Sawmill Road Access Improvements. The Parties agree that the TIS studied the Project's Sawmill Road access. Pursuant to the terms of the TIS, "Project site access to Sawmill Road through an existing access point at 7125 Sawmill Road is the subject of ongoing coordination with Perry Township (owner of the underlying property subject to an access easement) and the City of Dublin. ... Once the general parameters of access are agreed upon, a design feasibility review is recommended, to determine whether a southbound right turn lane can be reasonably added to Sawmill Road and to evaluate feasible alternatives for preventing unauthorized access at this location."

In accordance with the recommendations of the TIS, the Parties agree that Mount Carmel will commission a separate design feasibility review to determine whether a southbound right turn lane can be reasonably added to Sawmill Road at this location and such southbound turn lane shall be subject to the review and approval of the Jurisdictions, provided such approval shall not be unreasonably withheld, conditioned or delayed. This separate design feasibility review will need to be completed, agreed upon by the Jurisdictions, which agreement shall not be unreasonably withheld, conditioned or delayed, and incorporated with the Final Development Plan submittal. The Parties agree that prior to Mount Carmel's completion of Phase I for opening to the public, Mount Carmel will, at Mount Carmel's sole cost, design and construct the necessary Sawmill Road improvements as identified in the TIS and separate design feasibility review as set forth in this Section 4 as part of Phase I, including grading, storm sewer, pavement, curbing, lighting, traffic control devices, pavement striping, sidewalk/shared use path, utility relocations, and all other appurtenances, if applicable.

Design and construction for any improvements needed for left turn restrictions and/or median modifications on Sawmill Road for entry into the Property that the Jurisdictions agree to will be incorporated in Phase I and are solely at Mount Carmel's cost. The design of these additional Sawmill Road improvements will be incorporated with the Final Development Plan submittal.

5. Bright Road and Sawmill Road Intersection Improvements. The TIS identifies improvements needed at the Bright Road and Sawmill Road intersection, with and without the traffic generated by the Project. The TIS also indicates that the Project contributes approximately 3.9% of the traffic at the Bright Road and Sawmill Road intersection. Dublin will design and construct all necessary improvements at the Bright Road and Sawmill Road intersection as identified in the TIS, solely at Dublin's cost, including grading, storm sewer, pavement, curbing, lighting, traffic control devices, pavement striping, sidewalk/shared use path, utility relocations, and all other appurtenances, if applicable.

INFRASTRUCTURE AGREEMENT FOR THE MOUNT CARMEL HEALTH SYSTEM
PROJECT

DATE OF AGREEMENT: _____

6. Right-of-Way and Easement Dedication. Contingent upon receipt of the approval of the Final Development Plan and all permits necessary to commence construction of Phase I of the Project and the improvements that are subject to this Agreement in Phase I of the Project:
 - I. Mount Carmel agrees to donate those portions of Property required for the right-of-way and easements to Dublin for the Bright Road Corridor Improvements project, at no cost to Dublin.
 - II. Mount Carmel agrees to donate those portions of Property required for the right-of-way to Dublin along Bright Road in accordance with the City of Dublin Thoroughfare Plan (50-feet from the centerline of Bright Road) or the width required in the item above, whichever is greater, at no cost to Dublin.
 - III. Mount Carmel agrees to donate those portions of Property required for the right-of-way to Dublin along Sawmill Road for turn lanes associated with the Project and the Bright Road Corridor Improvements, at no cost to Dublin.
 - IV. Mount Carmel agrees to donate those portions of Property required for the right-of-way and easements and cooperate with the City in a commercially reasonable manner in regard to the development of the I-270 Bridge Connector project, at no cost to Dublin, provided that the bridge is located generally on the Alternative 1 alignment attached hereto as Exhibit C. The City agrees to make a good faith effort to minimize impacts to the Property and/or the Final Development Plan as a result of the implementation of this improvement, consistent with the Alternative 1 alignment. Other than the donation of a portion of the Property, Mount Carmel has no other obligation to participate in the development or the cost to construct the I-270 Bridge Connector project.
 - V. Mount Carmel agrees to donate those portions of Property required for the right-of-way and easements to Dublin for the Emerald Parkway Main Entry Improvements and Emerald Parkway Service Drive Improvements, at no cost to Dublin.
 - VI. Mount Carmel agrees to donate from the Property any other utility, public improvement and/or temporary construction easements that may be necessary or otherwise required for the Project prior to approval of the Final Development Plan and all permits necessary to commence construction of Phase I and Phase II.
7. Public Standards. All roadways and intersection improvements will be built to public standards and/or as otherwise approved in design by Dublin.
8. Project Construction. The Parties agree that Mount Carmel will design and construct all improvements associated with the Project not specifically indicated within the Agreement, solely at Mount Carmel's cost.

INFRASTRUCTURE AGREEMENT FOR THE MOUNT CARMEL HEALTH SYSTEM
PROJECT

DATE OF AGREEMENT: _____

9. Water and Sanitary Sewer Improvements. Mount Carmel will pay 100% of all costs associated with water and sanitary sewer services for the Project, including Jurisdiction capacity fees.
10. Plans and Specifications. Mount Carmel will submit detailed plans and specifications, for the improvements to be installed by Mount Carmel, to the Jurisdictions for review and approval. No work shall begin until such time that the Jurisdictions have granted approval of the plans and specifications, and such approval shall not be unreasonably withheld or delayed.
11. Plan Review and Inspection Fees. Mount Carmel will pay standard Plan Review and Inspection Fees for all public improvements necessary for the Project that will be inspected by Dublin as set forth in Engineering Administrative Policy 95-005, for those construction improvement items provided for herein as the responsibility of Mount Carmel.
12. Maintenance Periods. Mount Carmel, its general contractor or its assignee, shall repair, replace or correct any improvements, which have been installed by Mount Carmel, that have been improperly installed or which have been proven faulty during the Maintenance Periods. The length of the Maintenance Periods shall be in accordance with Section 152.045 of the Dublin Subdivision Regulations.
13. Indemnification and Hold Harmless. Mount Carmel 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 Mount Carmel's performance or non-performance of this Agreement. Mount Carmel shall not be required to indemnify or hold harmless the Jurisdictions to the extent any such actions, claims, losses, damages, costs and/or expenses are caused by the acts, omissions or conduct of either of the Jurisdictions or their respective employees, agents, officers or other representatives.
14. 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 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.

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PROJECT

DATE OF AGREEMENT: _____

(a) As to Dublin:

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

(b) As to Mount Carmel:

Mount Carmel Health System
Attention: President/CEO
6150 E. Broad Street
Columbus, Ohio 43213

And Mount Carmel Health System
Attention: General Counsel
6150 E. Broad Street
Columbus, OH 43213

15. 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.
16. Binding Effect. This Agreement shall injure 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.
17. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State, without giving effect to the principles thereof relating to conflicts or choice of laws.
18. Miscellaneous. Where construction costs are referenced herein, such term shall include all permit and inspection fees associated with the item of construction referenced.
19. Assignment. Mount Carmel may assign this Agreement, in whole or in part, to an Affiliate (as defined below) (each a "Permitted Assignee"), and such assignment to any Permitted Assignee is deemed approved by Dublin with the execution of this

INFRASTRUCTURE AGREEMENT FOR THE MOUNT CARMEL HEALTH SYSTEM
PROJECT

DATE OF AGREEMENT: _____

Agreement. Any other assignment of this Agreement by Mount Carmel that is not to a Permitted Assignee shall require the written consent of Dublin, which consent shall not be unreasonably withheld, conditioned, or delayed. For the purposes of this Agreement, "Affiliate" or "Affiliates" shall mean (i) any entity listed on Exhibit B or (ii) any entity controlled by or under common control with Mount Carmel and/or a Permitted Assignee. In this Section 19, "controlled by" or "under common control with" means the possession, directly or indirectly, of the legal power to direct or cause the direction of the management and policies of any entity, whether through the exercise of, or the ability to exercise, voting power or by contract.

20. Conditions and Contingencies to Performance. Dublin acknowledges and agrees that Mount Carmel's performance of any term or condition on this Agreement is expressly conditioned upon the following conditions precedent: (i) purchasing the Property; (ii) Receipt of all public approvals required to commence construction of the Project, including but not limited to the pending rezoning application, the pending Preliminary Development Plan application, the Final Development Plan, and final engineering approvals and permits for the traffic impacts and improvements to be constructed at or for the benefit of the Project as set forth in this Agreement and the Final Development Plan and subject to terms of this Agreement; and (iii) Mount Carmel closing on a construction loan for the development and construction of the Project including, without limitation, the construction and development costs required hereunder and the receipt of the proceeds from such loan. Whenever a period of time is provided in this Agreement for Mount Carmel to do or perform any act or thing, Mount Carmel shall not be liable or responsible for any delays due to strikes, lockouts, labor shortages, material shortages, casualties, acts of God, war, governmental regulation or control, computer viruses, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, the Coronavirus (SARS COV-2) and such related diseases (e.g., COVID-19) outbreak, or other causes beyond the reasonable control of Mount Carmel (a "Force Majeure Event"), and in any such event said time period shall be extended for the amount of time Mount Carmel is so delayed, and in addition the Parties agree to negotiate in good faith a workable and practicable solution or schedule for completion of the work or parts thereof as may be determined mutually by the Parties to allow the Project to progress, as may apply at the time.
21. Representations and Warranties. Dublin hereby makes the affirmative representation and warranty to Mount Carmel that all sums which may be required hereunder for payment or reimbursement to Mount Carmel 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 Mount Carmel and which are more than thirty (30) days past due shall accumulate interest at the statutory rate or ten percent, whichever is greater.
22. Complete Agreement. This Agreement constitutes the full and final agreement between the Parties with regard to traffic impacts and improvements for the Project. Dublin acknowledges and agrees that the TIS is hereby accepted with minor comments. No additional payments, beyond the normal and customary application and permit fees associated with plan submittals, reviews, inspections or the like, shall

INFRASTRUCTURE AGREEMENT FOR THE MOUNT CARMEL HEALTH SYSTEM
PROJECT

DATE OF AGREEMENT: _____

be required of Mount Carmel or its assigns as a condition to use of the Property as contemplated by the pending zoning, preliminary development plan and Final Development Plan or as a condition for any future approvals for plans, permits, or other requirements of either of the Jurisdictions.

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

(Signatures are on next page.)

INFRASTRUCTURE AGREEMENT FOR THE MOUNT CARMEL HEALTH SYSTEM
PROJECT

DATE OF AGREEMENT: _____

Mount Carmel Health System:

By: _____
Name: Lorraine Lutton
Its: President/CEO
Date: _____

City of Dublin, Ohio:

By: _____
Name: Dana L. McDaniel
Its: City Manager
Date: _____

Approved as to form:

By: _____
Name: Jennifer D. Readler
Its: Law Director
Date: _____

EXHIBITS:

- A. Preliminary Development Plan, approved by Dublin City Council _____ date _____
- B. List of Affiliates
- C. I-270 Bridge Connector Alternative 1 Alignment

INFRASTRUCTURE AGREEMENT FOR THE MOUNT CARMEL HEALTH SYSTEM
PROJECT

DATE OF AGREEMENT: _____

Exhibit A

Preliminary Development Plan

INFRASTRUCTURE AGREEMENT FOR THE MOUNT CARMEL HEALTH SYSTEM
PROJECT

DATE OF AGREEMENT: _____

Exhibit B

Affiliates

Mount Carmel Health System
dba Mount Carmel Health
dba Mount Carmel East
dba Mount Carmel West
dba Mount Carmel Grove City
dba Mount Carmel Care Continuum Services Corp
dba Mount Carmel College of Nursing
dba Mount Carmel New Albany Surgical Hospital
dba Mount Carmel St. Ann's
dba Mount Carmel Urgent Care
dba Mount Carmel Sleep Medicine
Mount Carmel Health Plan, Inc.
Mount Carmel Health Plan of Idaho, Inc.
Mount Carmel Health Plan of New York, Inc.
Mount Carmel Health Insurance Company
Mount Carmel Health Foundation
Mount Carmel College of Nursing
Mount Carmel Health Partners, LLC
Health Collaborative of Central Ohio, LLC
Mount Carmel HealthProviders, Inc. dba Mount Carmel Medical Group
Mount Carmel HealthProviders Two, LLC
Mount Carmel Health Providers III, LLC
Trinity Health Corporation

