

RESOLUTION NO. CR-23-07

A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO  
A DESIGN AGREEMENT WITH STONEHENGE/BIRD HOUK COLLABORATIVE

WHEREAS, Resolution No. CR-78-05 authorized the City Administrator to seek proposals for the redevelopment of the former lumberyard site; and

WHEREAS, Resolution No. CR-47-06 authorized the City Administrator to negotiate a development contract with Stonehenge/Bird Houk Collaborative for the development of the lumberyard site; and

WHEREAS, Resolution No. CR-16-07 approved a Term Letter from Stonehenge/Bird Houk Collaborative for the development of the lumberyard site; and

WHEREAS, architectural and engineering plans must be prepared by Stonehenge/Bird Houk Collaborative for review by the general public, Planning Commission and City Council; and

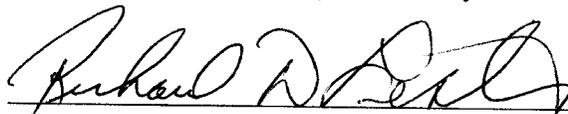
WHEREAS, until the plans are approved by Council and an Agreement is entered into by the parties, there is no guarantee that Stonehenge/Bird Houk Collaborative will be the developer.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

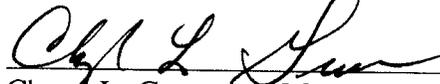
SECTION 1. The City Administrator is hereby authorized to enter into a Design (Architectural/Engineering) Agreement with Stonehenge/Bird Houk Collaborative, attached hereto and made a part hereof as Exhibit "A".

SECTION 2. Said Agreement binds the City to reimburse Stonehenge/Bird Houk Collaborative for development related expenses, to a maximum amount, if a final Development Agreement is not reached. Such plans and documents, which may be reimbursed for by the City, will become the property of the City.

SECTION 3. This resolution shall take effect at the earliest opportunity allowed by law.



Richard D. Lester, President of Council



Cheryl L. Grossman, Mayor

Passed: 04-16-07

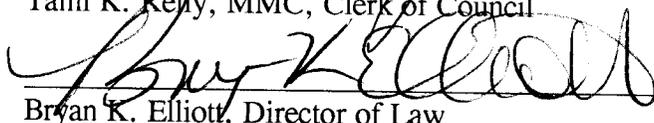
Effective: 04-16-07

Attest:



Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution  
is correct as to form.



Bryan K. Elliott, Director of Law

**Exhibit "A"**  
**CR-23-07**

**AGREEMENT**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the City of Grove City, Ohio, whose address is 4035 Broadway, Grove City, Ohio 43123, hereinafter referred to as "City," and the Stonehenge Company, whose address is 147 North High Street, Gahanna, Ohio 43230, hereinafter referred to as "Stonehenge."

WHEREAS, the City and Stonehenge have had preliminary discussions with regard to the development of a city owned property known as the lumberyard property, and,

WHEREAS, the parties wish to explore a more detailed vision of the lumberyard project prior to any formal agreement as to the project and prior to the commitment of the City to use Stonehenge as a developer on this project, and,

WHEREAS, Stonehenge wishes to be reimbursed for certain of its costs associated with the more detailed planning and design in this predevelopment period in the event that Stonehenge is not chosen as the ultimate developer of the property by the City.

THEREFORE, the parties, in mutual consideration of mutual promises contained herein, agree as follows:

1. Stonehenge shall create a detailed plan for the development of the lumberyard property. This plan will include Stonehenge developing detailed drawings, plans and specifications for the project, including, but not limited to schematic design and development design, and commissioning all architectural, engineering and landscaping plans. The parties contemplate that these drawings, plans and specifications will need to be reviewed by the City Administration, City's Planning Commission, City Council and stakeholders for input and feedback. Stonehenge shall modify and amend these drawings, plans and specifications during this process based on the input and comments from the City. Stonehenge, and the drawings, plans and specifications created pursuant to this agreement, shall at all times comply with the City's Development Plan Application, attached hereto as Exhibit A and incorporated herein by reference, and with any and all other City Development Plan procedures. Stonehenge shall provide these drawings, plans and specifications to the City within \_\_\_\_\_ days of the date the last party signs this Agreement.
2. In return for Stonehenge's drawings, plans and specifications as set forth herein, the City agrees that should Stonehenge not be chosen as the developer for the lumberyard project through no fault of Stonehenge, then the City will reimburse Stonehenge up to a maximum of fifty thousand dollars (\$50,000.00) for the costs associated with Stonehenge's preparation of the drawings, plans and specifications as set forth herein. These costs for which the City is responsible to reimburse Stonehenge are limited to the actual out-of-pocket costs incurred by Stonehenge up to fifty thousand dollars (\$50,000.00). Under no circumstances shall the City's liability and/or responsibility to reimburse Stonehenge exceed fifty thousand dollars (\$50,000.00). The City shall not reimburse Stonehenge any amount pursuant to this Agreement if Stonehenge is chosen as the developer of the lumberyard project.

3. If Stonehenge is not chosen as the developer for the lumberyard project and the City reimburses Stonehenge as provided for above, then the drawings, plans and specifications (and the ideas and concepts associated therewith) shall become the sole and exclusive property of the City. These ownership rights shall include, but not be limited to, the actual physical drawings, plans and specifications, as well as the ideas and concepts behind such drawings, plans and specifications, and all intellectual property rights associated therewith.
4. This Agreement in no way binds the City to use Stonehenge on the development of the property, either as developer on the project, or in any other capacity.
5. This Agreement represents the entire agreement of the parties, and may not be amended or altered in any way except by a written agreement signed by both parties.

Executed at Grove City, Ohio on the day and year above written.

Agreed:

\_\_\_\_\_  
City of Grove City, Ohio

Date: \_\_\_\_\_

Agreed:

\_\_\_\_\_  
Stonehenge Company, by

Date: \_\_\_\_\_

\_\_\_\_\_