

**CLARK COUNTY – SPRINGFIELD TOWNSHIP – CITY OF SPRINGFIELD
SPRINGFIELD TOWNSHIP CEDA REGIONAL PLANNING COMMISSION
ESTABLISHMENT AGREEMENT**

This CEDA Regional Planning Commission Establishment Agreement (hereinafter the "Establishment Agreement") is entered into this 1 day of October, 2002, by and among CITY PLANNING BOARD OF THE CITY OF SPRINGFIELD, OHIO (hereinafter "CITY PLANNING BOARD"), THE BOARD OF COUNTY COMMISSIONERS, CLARK COUNTY, OHIO, (hereinafter "COUNTY"), THE BOARD OF TOWNSHIP TRUSTEES OF SPRINGFIELD TOWNSHIP, CLARK COUNTY, OHIO, ("hereinafter TOWNSHIP"), THE CITY OF SPRINGFIELD, OHIO, ("THE CITY OF SPRINGFIELD, OHIO, (hereinafter "MUNICIPALITY") and the CLARK COUNTY PLANNING COMMISSION (hereinafter "COUNTY PLANNING BOARD").

WHEREAS, COUNTY, TOWNSHIP and MUNICIPALITY are political subdivisions located entirely within the State of Ohio and TOWNSHIP and MUNICIPALITY are contiguous and overlapping political subdivisions located entirely within Clark County, Ohio; and

WHEREAS, CITY PLANNING BOARD is a Planning Commission for MUNICIPALITY established in accordance with and through implementation of the powers vested in MUNICIPALITY and its City Commission under its Municipal Charter, its Ordinances and Chapter 713 of the Ohio Revised Code (hereinafter "ORC")

WHEREAS, COUNTY, TOWNSHIP and MUNICIPALITY wish to cooperate in creating and preserving jobs and employment opportunities and to cooperate in inducing and fostering economic development within the State of Ohio, and more particularly within the territories to which this Establishment Agreement pertains; and,

Whereas, COUNTY, TOWNSHIP and MUNICIPALITY have previously entered into a "Cooperative Economic Development Agreement" dated December 8th, 1999 (hereinafter the "Phase I CEDA") covering portions of Springfield Township described therein as the "Corporate Park Extension Area" (sometimes called "Area 1"), the "Southern Interceptor Joint Service Area" (sometimes called "Area 2") and the "West Leffel Lane Transitional Service Area" (sometimes called "Area 3"); and,

Whereas, COUNTY, TOWNSHIP and MUNICIPALITY have previously entered into a "Cooperative Economic Development Agreement" dated December 1st, 2000 (hereinafter the "Phase II CEDA") covering portions of Springfield Township described therein as the "Springfield Township Remaining Area" (sometimes called "Area 4"); and,

WHEREAS, COUNTY, TOWNSHIP and MUNICIPALITY wish to honor their mutual promises to cooperate in zoning and subdivision regulation matters within Area 1, Area 2, Area 3, and Area 4 (hereinafter collectively the "CEDA Territory") as stated in Article III, Subsection 2(H) of the Phase I CEDA and in Article III, Subsection 2(H) of the Phase II CEDA; and,

WHEREAS, COUNTY, TOWNSHIP and MUNICIPALITY wish to cooperate in improving and advancing the health, safety and welfare of the citizens of Clark County residing within the CEDA Territory; and,

WHEREAS, ORC Section 713.21 provides for the establishment of Regional Planning Commissions by the planning commission of any municipal corporation, any board of township trustees and the board of county commissioners; and,

WHEREAS, CITY PLANNING BOARD is vested with powers under ORC Chapter 713 and Chapter 157 of MUNICIPALITY'S Codified Ordinances to participate in the establishment of regional planning commissions; and,

WHEREAS, the parties hereto wish to establish a planning commission for the CEDA Territory which will represent the interests of the three political subdivisions which have cooperated to secure the benefits of cooperative economic development district status to the CEDA Territory, which will be knowledgeable concerning the planning and land use regulation policy objectives of the said three political subdivisions and wish to establish planning, zoning, platting and subdivision regulation mechanisms which will be effective, efficient, promote uniformity, facilitate expeditious decision making and be responsive to the public health, safety and welfare needs of the CEDA Territory and the development need within the CEDA Territory; and,

WHEREAS, the parties hereto, in pursuing the above mentioned public purposes, intend to avail themselves of all powers available under the Constitution of the State of Ohio, of the laws adopted by the Ohio General Assembly as well as the all municipal powers available to MUNICIPALITY under its municipal charter; and,

WHEREAS, to further facilitate achievement of the above mentioned public purposes, COUNTY, TOWNSHIP and MUNICIPALITY will provide the resources necessary to enable the proper functioning of the regional planning commission established by this Establishment Agreement, but subject to the limitations described in this Establishment Agreement.

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

ARTICLE I – ESTABLISHMENT OF REGIONAL PLANNING COMMISSION

Section 1. By the powers vested in them, as referenced in the recitals to this Establishment Agreement, CITY PLANNING BOARD, TOWNSHIP and COUNTY do hereby establish an ORC Section 713.21 regional planning commission which shall have jurisdiction throughout the CEDA Territory (hereinafter the "COMMISSION"). The COMMISSION shall have all powers of an ORC Section 713.21 regional planning commission and such powers as are conferred upon the COMMISSION in Article II of this Establishment Agreement.

Section 2. The COMMISSION shall consist of seven (7) members. Each of the COMMISSION members shall serve for a period of three years and shall be appointed as follows:

- A) Two (2) members shall be appointed by the TOWNSHIP,**
- B) Two (2) members shall be appointed by the CITY PLANNING BOARD,**
- C) One (1) member shall be appointed by the COUNTY and shall be a resident of MUNICIPALITY,**
- D) One (1) member shall be appointed by the COUNTY and shall be a resident of TOWNSHIP,**
- E) The seventh member of the COMMISSION shall be appointed by a majority vote of the six members described in subdivisions A through D of this Section and shall be a resident of Clark County. This seventh member shall serve as Chairperson of the COMMISSION.**

Section 3. The terms of the initial members of the COMMISSION shall expire as follows:

- A) One member appointed and designated by the TOWNSHIP shall serve a term expiring November 30, 2004,**
- B) One member appointed and designated by the TOWNSHIP shall serve a term expiring November 30, 2003,**
- C) One member appointed and designated by the CITY PLANNING BOARD shall serve a term expiring November 30, 2004,**
- D) One member appointed and designated by the CITY PLANNING BOARD shall serve a term expiring November 30, 2003,**
- E) The two members appointed by the COUNTY shall serve a terms expiring November 30, 2002, and**
- F) The seventh member, appointed as specified in Subsection 1(E) of this Article, shall serve a term expiring November 30, 2004,**

Section 4. Members of the COMMISSION shall continue to serve on the COMMISSION and shall have all powers and duties of a member of the COMMISSION until the member is replaced by a properly appointed successor. Notwithstanding the foregoing, a member of the COMMISSION may resign by giving written notice of his/her resignation, both to the Secretary of the Commission and to the body appointing such member, at least twenty one (21) days prior to the next, regularly scheduled meeting of the COMMISSION. Members of the COMMISSION shall serve at the pleasure of the body appointing the member and any member of the COMMISSION may be removed from the COMMISSION by the body appointing such member at any time and without cause.

Section 5. If any COMMISSION member is absent from three of any six consecutive regularly scheduled meetings, or if such member is unwilling or unable to attend a regularly scheduled, prearranged discussion of the public business of the COMMISSION which fails to qualify as a "meeting" for lack of quorum, such member's seat shall immediately become vacant. Such member shall have the opportunity to explain his/her absence to the body appointing such member and may be reappointed by such appointing body to complete the balance of his/her term.

Section 6. Any vacancy on the COMMISSION shall be promptly filled by an appointment by the body who appointed the member whose seat has become vacant. The appointee to a vacant seat shall have the same qualifications specified in Section 2 of this Article as the member whose vacancy is so filled and such appointee shall serve for the unexpired term of the member whose vacancy is so filled.

Section 7. All members of the COMMISSION shall serve without compensation.

ARTICLE II – COMMISSION PLANNING AND PLATTING POWERS

Section 1. The COMMISSION is recognized by the parties to this Establishment Agreement as vested with all statutory powers possessed by regional planning commissions pursuant to ORC Sections 713.21 and 713.23. The COMMISSION shall be both the planning commission and platting commission for the CEDA Territory. This Establishment Agreement is not intended to limit such statutory powers and to the extent the exercise of such statutory powers is regulated by this Establishment Agreement, such regulation is intended to be directory to the COMMISSION and not mandatory.

Section 2. The COMMISSION hereby is clothed with the following municipal powers and duties which shall be operative within that portion of the CEDA Territory included within MUNICIPALITY'S corporate boundaries (hereinafter the "Overlap Territory"):

- A) To make or cause to be made plans and maps of the whole or any portion of the Overlap Territory, which plans and maps shall show the COMMISSION'S recommendations for the general location, character, extent, design, removal, relocation, widening or extension of streets, alleys, ways, street fixtures, viaducts, bridges, parks, parkways, boulevards, parking areas, playgrounds, monuments, memorials, public works and improvements; and to make such changes and enlargements in, and amendments and additions to, such plans and maps as are deemed advisable;
- B) To act and perform the functions and duties of a platting commission or a platting commissioner for the Overlap Territory, in the manner permitted in ORC Sections 713.03 and 735.17;
- C) To perform all the powers and duties permitted to be performed by a director of public service, as specified in ORC Section 735.15, relating to the location of public buildings, Municipal and County, within the Overlap Territory, and the plans and specifications thereof;
- D) To perform all the duties and functions required of a planning commission under ORC Section 711.09, relating to major streets, thoroughfares, parks and subdivisions within the Overlap Territory;
- E) As pertaining to the Overlap Territory, to do and perform all duties, functions and things authorized by municipal planning commissions to be done and performed under the provisions of ORC Sections 713.01 to 713.05, inclusive, as the same now provides or hereafter may be amended, save those acts, duties and functions herein excepted, reserved or prohibited, and save as such provisions may be in conflict with Chapter 157 of MUNICIPALITY'S Codified Ordinances, or MUNICIPALITY'S Charter or other ordinances of MUNICIPALITY; and,
- F) As pertaining to the Overlap Territory, to coordinate all its activities to the extent that the same are relevant or pertain to the duties, power and authority of the Board of Adjustment and the Board of Park Trustees of MUNICIPALITY, if any, and the County Commissioners of Clark County, or any planning or zoning authority now or hereafter created or established by the County Commissioners.

The COMMISSION shall exercise the powers and duties transferred and delegated to it pursuant to this Section so as to implement the municipal planning and platting policy objectives described in Section 157.07 of MUNICIPALITY'S Codified Ordinances.

Section 3. To the fullest extent permitted under ORC Subsection 713.23 (C), the COUNTY PLANNING BOARD does hereby delegate unto the COMMISSION all of its functions, powers and duties with respect to that portion of the CEDA Territory located outside of the MUNICIPALITY'S corporate boundaries (hereinafter the "Unincorporated Territory").

Section 4. At the first scheduled meeting of the COMMISSION the COMMISSION shall commence consideration for adoption the following plans currently in place for the CEDA Territory:

- A) The Official Thoroughfare Plan Clark County, Ohio,**
- B) The MUNICIPALITY'S 2002 Thoroughfare Plan, and**
- C) The Clark County Comprehensive Land Use Plan**

This Section is not intended to require a final determination on adoption of the said plans at the first scheduled meeting of the COMMISSION, but that the COMMISSION commence consideration at such meeting and thereafter exercise all diligence in its deliberations on such adoptions and expeditiously pursue to completion its deliberations.

Section 5. Before either the CITY PLANNING BOARD or the COMMISSION adopts any plan at variance with an existing plan governing all or a portion of the territory encompassed within MUNICIPALITY'S' corporate boundaries, the CITY PLANNING BOARD and the COMMISSION shall hold a joint meeting to discuss such proposed plan.

Section 6. Before either the COUNTY PLANNING BOARD or the COMMISSION adopts any plan at variance with an existing plan governing all or a portion of the Unincorporated Territory, the COUNTY PLANNING BOARD and the COMMISSION shall hold a joint meeting to discuss such proposed plan.

Section 7. After adopting a thoroughfare plan for the CEDA Territory, the COMMISSION shall proceed to draft, consider and adopt subdivision regulations of uniform application for the entire CEDA Territory, all in accordance with applicable law. The subdivision regulations for the CEDA Territory may include rules requiring the actual construction of streets or other improvements or facilities and/or rules governing assurance of that construction as a condition precedent to approval of a plat of a subdivision. The subdivision regulations adopted by the COMMISSION shall provide for their administration by the COMMISSION and may provide for the modification thereof in specific uses, where unusual or exceptional factors or conditions require such modifications by the COMMISSION.

- A) Prior to adopting subdivision regulations for the CEDA Territory, the COMMISSION, CITY PLANNING BOARD and COUNTY PLANNING BOARD shall conduct a joint hearing regarding the adoption of such subdivision regulations. The COMMISSION shall make all necessary arrangements for such joint hearing and shall serve notice on the CITY PLANNING BOARD, TOWNSHIP, COUNTY PLANNING BOARD, COUNTY and MUNICIPALITY of the hearing date, time and venue at least thirty (30) prior to the hearing date.**

- B) Subdivision regulations adopted by the COMMISSION shall be forwarded to the COUNTY and MUNICIPALITY for hearings and adoption by their respective legislative bodies. In the event either the COUNTY or the MUNICIPALITY fails to adopt the said subdivision regulations, the COMMISSION shall recommence the subdivision regulation adoption procedure beginning with step (A), above, with subdivisions regulations revised as necessary for adoption by both COUNTY and MUNICIPALITY.**
- C) After the subdivision regulations adopted by the COMMISSION have also been adopted by both the COUNTY and the MUNICIPALITY, the COMMISSION shall publish the adopted subdivision regulations in accordance with applicable law [currently ORC Sections 731.17-731.42].**
- D) After the COUNTY'S Board of County Commissioners and the MUNICIPALITY'S City Commission have both adopted the COMMISSION'S subdivision regulations for the CEDA Territory, the COMMISSION shall certify a copy of its subdivision regulations to the Clark County Recorder in accordance with law.**
- E) All amendments to subdivision regulations adopted by the COMMISSION for the CEDA Territory shall be adopted using the procedure specified in this Section.**

Section 8. With respect to plats of lands within the CEDA Territory, authority is hereby vested in the COMMISSION to approve plats which are in compliance with applicable subdivision regulations. The processing of a plat submitted for approval by the COMMISSION shall be subject to the following:

- A) The COMMISSION shall immediately schedule a meeting to consider the submitted plat,**
- B) With respect to plats of lands in the Unincorporated Territory, the COMMISSION shall immediately give notice of such meeting to TOWNSHIP'S board of township trustees in accordance with applicable law [currently ORC Section 711.10],**
- C) The COMMISSION shall endorse its approval or refusal of approval on the plat within thirty (30) days after submission of plat to the COMMISSION; however, the applicant for plat approval may waive this requirement, provided such waiver is made in writing.**
- D) The COMMISSION may approve plats conditioned on completing compliance with applicable subdivision regulations, but only if such conditional approval is provided for in the subdivision regulations.**

ARTICLE III – OFFICIAL ACTIONS AND ADMINISTRATIVE OPERATIONS

Section 1. The regular meetings of the COMMISSION shall be held once each month. The COMMISSION may meet at such additional times as the COMMISSION may determine. The Chairperson may call an emergency meeting of the COMMISSION; provided at least forty eight (48) hours written notice of such emergency meeting is delivered to those members which may be found in Clark County and; provided further that any member may waive his/her right to such advance notice at the emergency meeting. The chairperson may cancel a meeting if no member has proposed business to be conducted at the meeting. The time of regular meetings shall be specified in the rules and regulations of the Board. Notice of meeting times and venues shall be published by the Secretary of the Commission on a bulletin board located in the building where the COMMISSION normally meets and which is designated for providing information to the public and, in addition, twenty four hours notice of the time place and purpose of emergency meetings shall also be given to members of the public requesting notification of emergency meetings, if the requesting party has provided to the Secretary of the Commission:

- A) A stamped and self addressed envelope if notice is requested to be made by mail or**
- B) A FAX telephone number if notice is requested to be made by FAX or**
- C) An e-mail address if notice is requested to be made by e-mail.**

The Secretary of the Commission shall publish notice of meetings of the COMMISSION, other than emergency meetings, at least seven days prior to the meeting date.

Section 2. The principal office and mailing address of the COMMISSION shall be determined by the COMMISSION at its first meeting and may be changed by the COMMISSION from time to time. The COUNTY shall provide the COMMISSION with a meeting place, with any necessary public address system to conduct its meetings and with such facilities as are necessary to record the proceedings of such meetings, with such storage space as is necessary for the records of the COMMISSION and with such facilities as are necessary to enable the COMMISSION to respond to requests for public records.

Section 3. A minimum of four members shall constitute a quorum for COMMISSION meeting purposes. The COMMISSION shall act through resolutions adopted by the COMMISSION. A resolution must receive the affirmative vote of at least a majority of a quorum of the COMMISSION to be adopted. A resolution adopted by the COMMISSION shall be immediately effective, unless otherwise provided by law.

Section 4. The COMMISSION may adopt by-laws for the regulation of its affairs and the conduct of its business, consistent with this Establishment Agreement. Unless provided otherwise in its by-laws, proceedings of the COMMISSION will be conducted generally pursuant to Robert's Rules of Order; however, a failure to strictly adhere to such rules shall not affect the validity of COMMISSION action. The

COMMISSION shall designate by resolution or in its by-laws those Officers who may sign documents on behalf of the COMMISSION. The by-laws of the COMMISSION may provide for additional officers of the COMMISSION. The by-laws of the COMMISSION may provide for the establishment of committees, for their functioning and for ratification of their actions; provided, that all such by-laws shall conform to the legal requirements governing ORC Section 713.21 regional planning commissions.

Section 5. The COUNTY'S Planning Director shall serve as the Secretary of the Commission and his/her staff shall provide necessary record keeping services, shall take minutes of COMMISSION meetings, shall perform other clerical services necessary for the COMMISSION to perform its duties and may perform such other duties as the COMMISSION may from time to time assign to the Secretary of the Commission.

Section 6. The Secretary of the Commission shall keep the minutes of the meetings of the COMMISSION in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Establishment Agreement and with the COMMISSION'S by-laws and as otherwise required by law. The Secretary of the Commission shall be the custodian of the public records of the COMMISSION and shall retain such records at his/her offices. The Secretary of the Commission shall serve a copy of all minutes, resolutions and recommendations of the COMMISSION on TOWNSHIP'S Township Clerk and on MUNICIPALITY'S City Clerk immediately after the COMMISSION meeting producing such minutes, resolutions and recommendations.

Section 7. Comment Period before Final Action on Rezoning.

- A) MUNICIPALITY shall allow a twenty (20) day period following the day on which the Secretary of the Commission serves on TOWNSHIP'S Township Clerk a copy of all minutes, resolutions and recommendations of the COMMISSION pertaining to a rezoning of territory located both within the CEDA Territory and within MUNICIPALITY'S corporate boundaries prior to MUNICIPALITY'S City Commission adopting final legislation on such rezoning. The purpose of the said twenty (20) day period is to allow TOWNSHIP an opportunity to comment on the said rezoning matter prior to final action on the such rezoning by MUNICIPALITY'S City Commission.**
- B) TOWNSHIP shall allow a twenty (20) day period following the day on which the Secretary of the Commission serves on MUNICIPALITY'S City Clerk a copy of all minutes, resolutions and recommendations of the COMMISSION pertaining to a rezoning of territory located within the CEDA Territory but not within MUNICIPALITY'S corporate boundaries prior to TOWNSHIP adopting final legislation on such rezoning. The purpose of the said twenty (20) day period is to allow MUNICIPALITY an opportunity to comment on the said rezoning matter prior to final action on the such rezoning by TOWNSHIP.**

Section 8. COUNTY, TOWNSHIP and MUNICIPALITY shall provide such funding resources as they mutually deem necessary to enable the COMMISSION to perform its functions as an ORC Section 713.21 regional planning commission for the CEDA Territory, subject to the following:

- A) On or before January 31 of each calendar year throughout the term of this Establishment Agreement MUNICIPALITY shall provide five hundred dollars (\$500.00) of funding to the COMMISSION to enable the COMMISSION to purchase such official stationary and other office supplies as it may need to perform its functions (hereinafter "routine expenses"),**
- B) By mutual agreement, COUNTY, TOWNSHIP and MUNICIPALITY may provide additional funding to the COMMISSION (i.e. funding for all non-routine expenses and routine expenses beyond \$500.00 in a calendar year) with each such party to provide an equal share of such additional funding,**
- C) All funding provided to the COMMISSION shall be paid into the COUNTY'S treasury in accordance with applicable law [currently ORC Section 713.21],**
- D) The costs of providing annual training for each of the members of the COMMISSION shall be born by the following parties;**
 - i) Training costs for members appointed pursuant to Article I, Subsection 2(A) shall be born by TOWNSHIP,**
 - ii) Training costs for members appointed pursuant to Article I, Subsection 2(B) shall be born by MUNICIPALITY**
 - iii) Training costs for members appointed pursuant to Article I, Subsections 2(C) and 2(D) shall be born by COUNTY, and**
 - iv) Training costs for the member appointed pursuant to Article I, Subsection 2(E) shall be born by MUNICIPALITY, COUNTY and TOWNSHIP in equal portions.**

Section 9. COUNTY'S Planning Department shall provide the COMMISSION with such staff services as are necessary to the COMMISSION performing its functions as a regional planning commission for matters in the Unincorporated Territory. MUNICIPALITY'S Planning Department shall provide the COMMISSION with such staff services as are necessary to the COMMISSION performing its functions as a regional planning commission for matters in the Overlap Territory.

Section 10. COUNTY'S Purchasing Department shall perform necessary purchasing functions on behalf of the COMMISSION. All purchases shall be made by the COMMISSION in compliance with the procedures specified by applicable law [currently in ORC Sections 307.86 through 307.92].

ARTICLE IV – GENERAL TERMS

Section 1. Term. The initial term of this Establishment Agreement shall commence on the date hereof and shall terminate December 31, 2050 (unless otherwise terminated prior to that date as provided herein). At the expiration of the initial term of this Establishment Agreement it shall automatically be renewed for a period of 50 years, and this Establishment Agreement shall continue to be automatically renewed thereafter for similar 50-year periods at the end of each renewal period with no limit upon the number of such renewals; ; unless the legislative authorities of the CITY, the COUNTY and the TOWNSHIP each affirmatively act to terminate this Establishment Agreement. In order for any such termination to be effective, legislative action of one party to terminate this Establishment Agreement must occur and be effective within a period of 90 days from the date of legislative action of the other parties terminating this Establishment Agreement. The provision herein for automatic extension of this Establishment Agreement except upon legislative action by each of the parties hereto terminating this Establishment Agreement recognizes that the accrual of benefits to the parties from the Phase I CEDA and the Phase II CEDA may take decades. Notwithstanding the foregoing, in the event either the Phase I CEDA or the Phase II CEDA is terminated, this Establishment Agreement shall automatically terminate effective on the earliest date of termination of either the Phase I CEDA or the Phase II CEDA.

Section 2. Early Termination. This Establishment Agreement may be terminated at any time by mutual consent of the TOWNSHIP and the MUNICIPALITY as authorized by their respective legislative authorities. In order for any such termination to be effective, legislative action of one party to terminate this Establishment Agreement must occur and be effective within a period of 90 days from the date of legislative action of the other party terminating this Establishment Agreement.

Section 3. Support of Agreement. In the event that this Establishment Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law the parties agree to cooperate with one another and to use their best efforts in defending this Establishment with the object of upholding this Establishment Agreement. Each party shall bear its own costs in any such proceeding challenging this Establishment Agreement or any term or provisions thereof.

Section 4. Signing Other Documents. The parties agree to cooperate with one another and to use their best efforts in the implementation of this Establishment Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, petitions and similar documents, and to take such other actions in order to effectuate the purposes of this Establishment Agreement.

Section 5. CEDA Agreements. Nothing in this Establishment Agreement is intended to affect the rights and obligations of the COUNTY, TOWNSHIP or MUNICIPALITY under their Phase I CEDA or their Phase II CEDA. The terms and

conditions of the said Phase I CEDA and Phase II CEDA continue in effect and are not merged into this Establishment Agreement in any respect. With respect to the rights and obligations among the COUNTY, TOWNSHIP and MUNICIPALITY, in the event of any conflict between this Establishment Agreement and their Phase I CEDA and Phase II CEDA, the terms and conditions of their Phase I CEDA and Phase II CEDA shall prevail.

Section 6. Mediation. In the event the parties have a dispute as to any of the terms or applicability of this Establishment Agreement, the parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any party filing a lawsuit. Each party participating in mediation shall pay its own costs of mediation, including their proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the parties. If a mediator has not been selected by the parties within sixty (60) days after one of the parties has requested that a dispute arising under this Establishment Agreement be mediated, then any of the parties may commence a lawsuit or commence such other method of pursuing such remedies as may be available to any of the parties.

Section 7. Defaults. A failure to comply with the terms of this Establishment Agreement shall constitute a default hereunder. The party in default shall have ninety (90) days, after receiving written notice from the other party of the event of default, to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Establishment Agreement or for damages or both; or may pursue such other remedies as may be available.

Section 8. Amendments. This Establishment Agreement may be amended by the parties hereto only in a writing approved by the all of the parties hereto by means of appropriate legislation authorizing such amendment [resolutions and ordinances are deemed to be legislation for purposes of this Establishment Agreement]. Such amendment(s), in order to be effective, must be authorized by appropriate legislation passed by each of the parties hereto within a 90 day period.

Section 9. Immunities Preserved. By entering into this Establishment Agreement, neither the COUNTY, the CITY PLANNING BOARD, MUNICIPALITY, COUNTY PLANNING BOARD nor the TOWNSHIP intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Chapter 2744 of the Ohio Revised Code.

Section 10. Powers Preserved. This Establishment Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of CITY'S municipal charter or of the Ohio Revised Code; nor is it intended to be in derogation of

the powers granted to townships under any provisions of the Ohio Constitution or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to boards of county commissioners under any provisions of the Ohio Constitution or of the Ohio Revised Code.

Section 11. Beneficiaries. This Establishment Agreement shall inure to the benefit of and shall be binding upon the COUNTY, TOWNSHIP, COUNTY PLANNING BOARD, MUNICIPALITY and the CITY PLANNING BOARD and their respective successors; subject, however, to the specific provisions hereof. This Establishment Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Establishment Agreement is not intended to and does not create rights or benefits of any kind for any persons or entities which are not a party to this Establishment Agreement.

Section 12. Non-Severability. Each provision of this Establishment Agreement is an essential and integral part of the entire agreement among the parties hereto and the illegality or invalidity of any portion of this Establishment Agreement shall result in the unenforceability of this Establishment Agreement in its entirety. In the event that any section or provision of this Establishment Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason, that illegality or invalidity shall affect the remainder hereof or thereof and this Establishment Agreement shall automatically terminate. In the event this Establishment Agreement is terminated pursuant to this Section, the parties hereto agree to engage in good faith consultations with each other to determine whether a substitute agreement to establish a cooperative planning and platting regulatory system for the CEDA Territory would be practical and mutually beneficial.

Section 14. Merger. This Establishment Agreement, which includes the recitals hereto, constitutes the entire understanding of the parties hereto with regard to establishment of a regional planning commission for the CEDA Territory and shall not be altered, changed, modified, or amended, except by similar instruments in writing, executed by the parties hereto as provided in this Establishment Agreement. It is not intended that any utility supply agreement entered into between COUNTY and MUNICIPALITY or that any mutual aid agreement between MUNICIPALITY and TOWNSHIP or that any roadway maintenance cooperation agreement between MUNICIPALITY and COUNTY be merged with this Establishment Agreement.

Section 15. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

IN WITNESS WHEREOF, the COUNTY, TOWNSHIP, CITY PLANNING BOARD, MUNICIPALITY and the COUNTY PLANNING BOARD have caused this Establishment Agreement to be duly signed in their respective names by their duly authorized officers as of the date first above written.

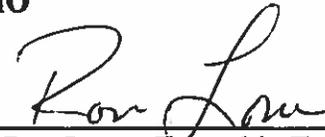
ATTEST:


Herb Greer,
Township Clerk

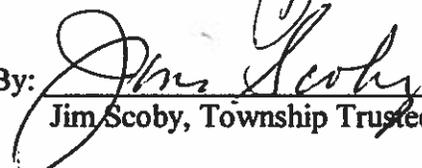
APPROVED AS TO FORM
AND CORRECTNESS:


Alfred E. Schrader, Esq.
Attorney for TOWNSHIP

**THE BOARD OF TOWNSHIP TRUSTEES OF
SPRINGFIELD TOWNSHIP, CLARK COUNTY,
OHIO**

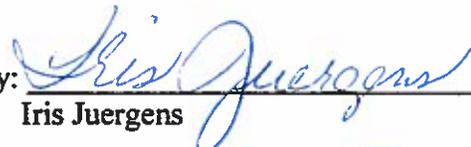
By: 
Ron Lowe, Township Trustee

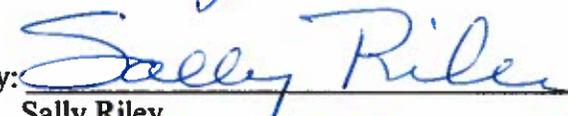
By: 
U. Timothy Juergens, Township Trustee

By: 
Jim Scoby, Township Trustee

**CITY PLANNING BOARD OF THE CITY OF
SPRINGFIELD, OHIO**

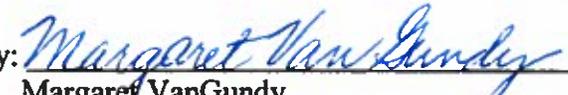
By: 
Larry Hines

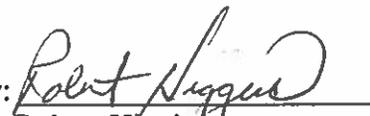
By: 
Iris Juergens

By: 
Sally Riley

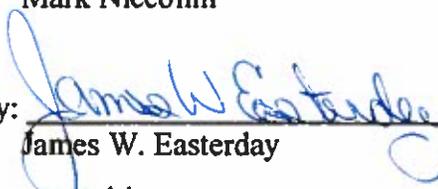
By: 
Gene Barnett

By: 
Edward Reed

By: 
Margaret VanGundy

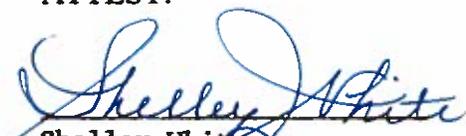
By: 
Robert Higgins

By: 
Mark Niccolini

By: 
James W. Easterday

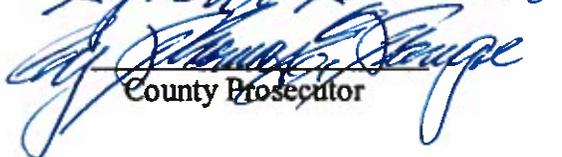
**THE BOARD OF COUNTY COMMISSIONERS OF
CLARK COUNTY, OHIO**

ATTEST:


Shelley White
Commission Clerk

By: 
Roger D. Tackett,
President, County Commission

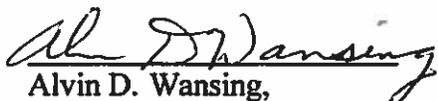
APPROVED AS TO FORM
AND CORRECTNESS:

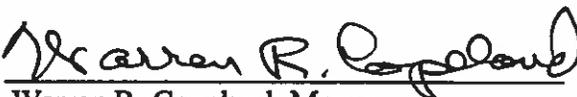


County Prosecutor

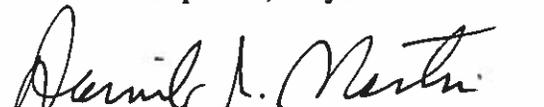
By: 
W. Darrell Howard,
County Administrator

Resolution No. 746-02

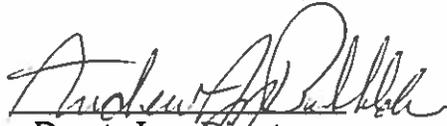
THE CITY OF SPRINGFIELD, OHIO


Alvin D. Wansing,
Senior Project Manager

By: 
Warren R. Copeland, Mayor

By: 
Daniel J. Martin, Assistant Mayor

APPROVED AS TO FORM
AND CORRECTNESS:


Deputy Law Director

By: 
Joyce A. Beverly Casey, Commissioner

By: 
Martin K. Mahoney, Commissioner

By: 
Kevin O'Neill, Commissioner

By: 
Matthew J. Khidler, City Manager

CLARK COUNTY PLANNING COMMISSION

By: James E. Sheehan
James E. Sheehan

By: John Detrick
John Detrick

By: Roger D. Tackett
Roger D. Tackett

By: _____
Edward Rogers

By: Allen Perkins
Allen Perkins

By: _____
Regina Rollins

By: Elliott Turner
Elliott Turner

By: Robert R. Jurick
Robert Jurick

By: Max Cordle
Max Cordle

By: Lowell Bicknell
Lowell Bicknell

BY: Elaine Stevenson
Elaine Stevenson