

10-1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION AND THE VILLAGE OF NEW BERLIN REGARDING PLAT OFFICER DESIGNATION

WHEREAS, Section 10 of Article 7 of the 1970 Constitution of the State of Illinois, and Section 3 of the Intergovernmental Cooperation Act (5 ILSC 220/3) provide that Sangamon County may enter into an intergovernmental agreement with another unit of local government to obtain or share services; and

WHEREAS, The Village of New Berlin Code of Ordinances designates the Executive Director of the Springfield-Sangamon County Regional Planning Commission or the Director's duly authorized representative as the Plats Officer of the Village of New Berlin; and,

WHEREAS, the Springfield-Sangamon County Regional Planning Commission, herein after referred to as the SSCRPC, has the staff and resources to act as the Plat Officer for the Village of New Berlin; and,

WHEREAS, the Village of New Berlin has made a formal request to the SSCRPC and County Board for the SSCRPC Executive Director or the Director's duly authorized representative to act as Plats Officer;

THEREFORE, IT IS HEREBY AGREED as follows:

1. The SSCRPC Executive Director or duly authorized representative shall act as the Plats Officer for the Village of New Berlin, IL.

2. The Village of New Berlin shall amend the Subdivision Chapter of its Code of Ordinance to limit the role of the Plats Officer to review and approval of Tract Surveys within the Village and, if applicable, its 1.5 mile extraterritorial jurisdiction.

3. This Agreement is effective from the date first executed and will remain in effect for a period of one (1) year. This Agreement shall be automatically extended for additional one (1) year periods, unless notice of termination is received at least 10 days in advance of the renewal date. Either party may terminate this Agreement upon (10) days written notice to the other party. Neither party is obligated by this Agreement to execute any contract resulting from cooperative efforts unless said contract is approved pursuant to each party's contract approval process.

4. The SSCRPC shall be entitled to keep all fees generated pursuant to this agreement.

5. The Village of New Berlin shall adopt an ordinance to set the fee for Tract Survey approval to be no less than that established by the Sangamon County Board by resolution 10-1 filed October 12, 2000.

6. The Village of New Berlin shall provide the most recently approved subdivision

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Andy Goleman
SANGAMON COUNTY AUDITOR

ordinance, zoning ordinance, and zoning map to the SSCRPC.

7. During the term of this agreement, if the Village of New Berlin amends the provided subdivision ordinance, zoning ordinance, or zoning map, the amended version shall be provided to the SSCRPC, which shall promptly carry out the updated version of the Ordinance.

8. The SSCRPC shall report to the Village each time it approves a Tract Survey, providing the Village with the address of the building, the name of the owner, and a digital copy of the Tract Survey.

9. The Village of New Berlin shall amend the Subdivision Chapter of its Code of Ordinances ordinance to include at minimum the following list of Tract Survey Submission Requirements:

- a. North arrow, scale and date.
- b. Name, address and phone number of the land surveyor and owner.
- c. Certification by an Illinois Professional Land Surveyor, together with the surveyor's seal, attesting to the accuracy of the survey.
- d. Statement indicating whether or not any part of the land surveyed is located in a Special Flood Hazard Area.
- e. Location of 100 year floodplain, if applicable.
- f. Location of all building and their distances from front, rear, and side property lines.
- g. Parcel identification number.

10. The Requesting entity agrees to defend, indemnify and hold harmless the SSCRPC and/or County, its officers, agents and employees, from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses (including reasonable attorneys' fees), suits, actions or damages that may arise out of the execution of this work

11. Relationship of Parties. The relationship of the parties is and will continue to be that of independent governmental entities. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of or related to a contract for hire or employee/employer relationship accrues to the parties by virtue of this Agreement.

12. Assignment. This Agreement may not be assigned, transferred, or in any way disposed of without the prior written consent of all parties.

13. Governing Law. This Agreement and all actions arising from it must be governed by, subject to, and construed in accordance with the laws of the State of Illinois.

14. Amendments. No amendment to this Agreement is effective unless it references this Agreement and is written, signed, and acknowledged by duly authorized representatives of all parties hereto.

15. All notices, consents, approvals, and other communications under this Agreement must be in writing and will be deemed to have been duly given when received by the addressee if sent by nationally recognized overnight delivery service (return receipt requested) or five (5) business days after the postmark if sent via regular U.S. mail.

16. No amendment to this Agreement is effective unless it references this Agreement and is written, signed, and acknowledged by duly authorized representatives of all parties hereto.

17. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

18. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same Agreement.

VILLAGE OF NEW BERLIN, ILLINOIS

BY: _____
Its Village President

Attest:

Village Clerk

Date

COUNTY OF SANGAMON, ILLINOIS

BY: _____
Sangamon County Chairman

Attest:

County Clerk

Date

SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION

BY: _____
SSCRPC Executive Director

Attest:

County Clerk

Date

Respectfully submitted by:

A. Sun, Mayor

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Finance Committee

_____, Chairman

_____, Member

_____, Member

_____, Member

_____, Member

_____, Member

_____, Member

_____, Member

_____, Member

_____, Member

_____, Member

_____, Member