

**APPENDIX "A"**

**ST. CLAIR COUNTY  
BUILDING & ZONING DEPARTMENT  
AGREEMENT FOR BUILDING INSPECTION PROGRAM**

**I. Purpose of the Agreement:**

THIS AGREEMENT IS MADE AND ENTERED THIS 1<sup>ST</sup> DAY OF JANUARY, 2014, BY AND BETWEEN ST. CLAIR COUNTY BUILDING AND ZONING DEPARTMENT AND THE VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS, TO PROVIDE BUILDING INSPECTIONS IN THE VILLAGE OF FREEBURG.

**II. Village of Freeburg agrees to:**

1. Adopt "The International Building Code 2003", "The International Residential Code 2003", "The International Mechanical Code 2003", "The International Fuel Gas Code 2003", "The International Energy Conservation Code 2009", "The National Electrical Code NEC 2005", "The International Code Council Electrical Code Administrative Provisions 2003", International Energy Conservation Code 2012, "The Illinois Accessibility Code 1997" and "The current Illinois State Plumbing Code" (hereinafter "Codes"), consistent with the codes utilized by the St. Clair County Building and Zoning Department and abide by the requirements therein.
2. Accept applications for building permits and to forward the same to St. Clair County Building and Zoning Department (hereinafter "County") on a daily basis.
3. Collect the fees as required in Section III(1)(b) and forward them to the County prior to the 5<sup>th</sup> day of any given month.
4. Provide the homeowner/tenant with all St. Clair County materials regarding the Codes' requirements.
5. Maintain an official record of all actions and activities related to building inspections conducted by the County in the Village of Freeburg and any such notices, orders, or building permits issued by the Village of Freeburg; as specified in the provisions of the Codes, and all such records shall be open for public inspection at appropriate times and within the provisions of Illinois Law.
6. Notify the County ten (10) days prior to all building code hearings and board meetings pertaining to the building inspection program or appeals thereby generated. The Village of Freeburg shall provide written notice to the County within forty-eight (48) hours of a special or emergency meeting of the board. The Village of Freeburg shall appoint a separate board to hear all appeals at the municipal level. All costs of appeals shall be the Village of Freeburg's responsibility.
7. Perform inspections of pre-manufactured buildings under 300 square feet, driveways, sidewalks, decks, porches, parking lots, fences, and existing building appurtenances only.
8. Hold the County harmless from any and all liability, claims, damage or causes of action which may be sustained or asserted against said county as a result of the Village of Freeburg's administrative performance of the inspections and functions described in the foregoing paragraphs.

9. Indemnify and hold harmless the County of St. Clair and the Department of Building and Zoning, and all employees and assigns from any and all liability, claims, damage or causes of action which may be sustained or asserted against said county or department as the result, directly or indirectly, or in any manner of the performance or failure of performance on the part of the county or department during the performance of any inspection or activity to be conducted by the County or department under this Agreement. The Village of Freeburg agrees to defend St. Clair County and the St. Clair County Building and Zoning Department its employees, representatives, and assigns if named in a suit brought pursuant to this Agreement.

**III. St. Clair County agrees to:**

1. Provide building inspection services to the Village of Freeburg as follows:
  - a. The County will conduct all required inspections on new construction for framing of the building, plumbing, installation, electrical installation, and existing appurtenances.
  - b. All inspections and services will be subject to the following fees:
    - i. Fifty percent (50%) of the cost of the building permit for any improvement based on the County's then current permit fee schedule (*Attached Schedule A & B*)
    - ii. Fifty Dollars (\$50.00) for inspections of electrical service upgrades.
    - iii. Twenty-Five Dollars (\$25.00) for inspections of all electrical rewires.
    - iv. Seventy-Five Dollars (\$75.00) for all re-inspections, which result from either the premises failing an initial inspection or for no access to the building.
    - v. All fees shall be non-refundable.
    - vi. Upon thirty (30) days written notice to the municipality the above fees are subject to change by St. Clair County, said change in any contractual period (one year period) is limited to a maximum of ten percent (10%).
  - c. The County agrees to secure and maintain during the life of this Agreement the following types of insurance with an insurance company licensed to do business in the State of Illinois or provide proof of self-insurance to the Village, to wit:
    - i. Worker's Compensation Insurance and Unemployment Insurance as prescribed by the Statutes of the State of Illinois.
    - ii. In the event any insurance policy herein required is canceled; the County shall notify the Village of Freeburg within thirty (30) days prior to such cancellation, if it is possible to do so.

**IV. Term of Agreement:**

This Agreement will automatically renew on its anniversary date (yearly) unless written notice to terminate is received by either party sixty (60) days prior to the anniversary date at the addresses indicated below. Notice of termination of the agreement to be sent via the U.S. Mail or via facsimile.

Any and all written communication between the parties to this agreement will be addressed to the representatives and addresses below.

Mayor Seth Speiser  
Village of Freeburg  
14 Southgate Center  
Freeburg IL 62243  
Phone: (618) 539-5545  
Fax: (618) 539-5590

St. Clair County Building & Zoning Department  
Attn: Annie Markezich  
#10 Public Square  
Belleville IL 62220  
Phone: (618) 825-2530  
Fax: (618) 277-0482

\_\_\_\_\_  
County Board, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
St. Clair County Building &  
Zoning Department, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Environment Committee, Chairman

\_\_\_\_\_  
Date

/s/ Seth Speiser  
\_\_\_\_\_  
Village of Freeburg, Mayor

\_\_\_\_\_  
Date