

To: Mayor and Town Council Members

From: Mark C. Meyers, Town Manager

Date: July 9, 2026

Subject: Proposed Building Official Agreement

Background

A 2026 state law change requires that municipal building officials be state certified. Our part-time official was not interested in maintaining required continuing education and therefore the Town contracts with Shums Coda, a consulting firm, to provide those services. While he still performs inspections under their certification, due to the expense of consulting firm, this is not a long-term solution.

Staff recently learned that Hurricane Valley Fire District Fire Marshall John Postert is also a certified building inspector. John has provided excellent service to the Town regarding fire administration and inspections. We believe he'd also serve the Town well as our building official and inspector. He knows our needs and is familiar with working with our staff.

Attached is an Independent Contractor agreement. The term is perpetual with a 30-day written notice of termination by either party. Services include inspections (all trades), plan review, enforcement support, resident assistance, interdepartmental coordination, and subcontractor coordination. The cost includes \$75 for inspections and \$200 for plan reviews. He is required to carry necessary insurance including commercial general liability, auto liability, and professional liability. He will also name the Town as an additional insured party and indemnify the Town.

The budget provides for these services and is sufficient to fund the contract through fiscal year 2027. In fact, the contract will save us money and may allow us to reduce the budget appropriation.

Recommendation

Staff recommends the Town Council approve a professional services agreement with John Postert for the provision of building official and inspection services.

PROFESSIONAL SERVICES AGREEMENT

Building Official and Inspection Services

This Professional Services Agreement ("Agreement") is entered into as of _____, 2026 ("Effective Date") by and between Virgin Town, a Utah municipal corporation ("Town"), and John Postert ("Contractor"). The Town and Contractor may be referred to collectively as the "Parties" or each as a "Party."

RECITALS

WHEREAS, Virgin Town is responsible for administering and enforcing applicable building, construction, fire, and related safety codes adopted under state law, including the Utah State Construction Code (2021 I-Codes) and all applicable ordinances of Virgin Town;

WHEREAS, the Town requires qualified professional services to assist in performing building inspections, reviewing plans, code-enforcement evaluations, and related tasks necessary to ensure compliance with applicable laws, ordinances, regulations, and standards;

WHEREAS, the Town does not have sufficient in-house staff to perform all required inspection services and therefore desires to engage an independent contractor possessing the necessary expertise, certifications, licenses, and experience to act as the Building Official, as authorized by Virgin Town Code Chapter 2.14 and the Virgin Uniform Land Use Code (VULU);

WHEREAS, the Zoning Administrator and Building Inspector roles may be combined under Virgin Town Code (VULU 4.04), and Contractor may be called upon to serve in a coordinated capacity with the Town's planning and zoning functions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties enter into this Agreement to set forth the terms for Contractor providing such services to the Town.

AGREEMENT

1. Term and Termination

This Agreement shall commence on the Effective Date and shall continue until terminated.

Either Party may terminate this Agreement at any time, for any or no reason, by providing thirty (30) days' written notice to the other Party.

2. Services

Contractor shall perform the following services when requested by the Town (collectively, the "Services" or each a "Service"):

- Inspections: Perform residential and commercial inspections covering structural, electrical, mechanical, plumbing, and fire/life safety systems. Said inspections shall include all phases

of construction, beginning with footing and foundation inspections and continuing through final inspections and certificate of occupancy.

- Plan Review: Perform residential and commercial plan reviews and provide written comments identifying deficiencies and applicable code citations.
- Enforcement Support: Prepare written correction notices, notices of violation, and stop-work orders. Contractor may issue certificates of occupancy when and to the extent delegated in writing by the Town.
- Resident Assistance and Interdepartmental Coordination: Provide assistance to Town residents regarding building code questions and inspection requirements if needed, and coordinate with Town departments, including the Town Council, Planning and Zoning, and other departments as requested by the Community Development Director.
- Subcontractor Coordination: When Contractor is unable to attend a scheduled inspection due to a scheduling conflict, Contractor shall arrange for a qualified, licensed substitute inspector to perform the inspection. Contractor shall ensure any substitute meets all required qualifications and remains responsible for the quality of services performed by any substitute.

3. Title

Contractor shall serve as the Town's Building Official and shall possess and exercise the authority, powers, and duties set forth in Virgin Town Code Chapter 2.14 et seq., the Virgin Uniform Land Use Code (VULU) Chapter 4.04, other applicable provisions of the Virgin Municipal Code in performing the Services, and the duties and powers outlined in 2021 International Building Code Section 104.

4. Service Levels

In performing the Services, Contractor agrees to meet or exceed the following timelines:

- Routine Inspections: Contractor shall complete routine residential and commercial inspections within three (3) business days of the Town's request.
- Emergency/Unsafe Structure Response: Contractor shall respond to reports of unsafe structures, imminent hazards, or other emergency inspection requests within two (2) hours.
- Plan Review:
 - Screening Period: Contractor shall have three (3) business days following receipt of an application to screen the submittal for completeness.
 - Residential Plans (one- and two-family dwellings and townhomes): Following the screening period, Contractor shall complete the first plan review within fourteen (14) business days after the application is determined complete or the screening period ends.

- All Other Residential and Commercial Plans: Following the screening period, Contractor shall complete the first plan review within twenty-one (21) business days after the application is determined complete or the screening period ends.
- Rechecks/Resubmittals: Subsequent reviews shall be completed by Contractor within seven (7) business days of submission.

5. Town Systems and Records

- Use of Town Software and Systems: Contractor will use Town-provided software and systems for scheduling, recording results, issuing corrections, uploading photos, and documenting approvals.
- Records: All work product, documents, and data generated by Contractor in performing the Services are Town records subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code § 63G-2. Contractor shall upload all such records to the Town-provided software and shall comply with the Town's records-retention policies and schedules.

6. Required Qualifications

Contractor shall maintain all certifications and licenses necessary to perform the Services under this Agreement, which shall include, without limitation, the following ICC certifications or licenses: Residential Inspector, Commercial Inspector, ICC Combination Inspector, ICC Plans Examiner, and ICC Fire Inspector I/II. Contractor shall ensure that any certifications required remain active and in good standing for the duration of this Agreement.

In addition, pursuant to Utah Code Ann. §15A-1-202(16)(c), Contractor is required to complete the 40-hour management training for a "qualified building official" provided by the Utah Association of Building Officials (UABO). This statutory requirement took effect January 1, 2026, with enforcement beginning May 1, 2026. Contractor shall provide the Town with written documentation confirming completion of the UABO 40-hour management training prior to or concurrent with execution of this Agreement, or as soon as practicable thereafter if training has not yet been completed. Contractor shall maintain compliance with this requirement for the duration of this Agreement.

7. Delegation of Authority

The Town may, in its sole discretion, designate additional qualified individuals or entities to perform one or more of the Services described in this Agreement. The Town may modify or revoke such delegation at any time.

8. Compensation

- **Plan Review Fee:** Contractor shall be compensated \$200.00 per plan review. This flat fee covers the initial review and all subsequent revisions, rechecks, and resubmittals associated with the same permit application.
- **Inspection Fee:** Contractor shall be compensated \$75.00 per inspection performed, including all standard inspections and any re-inspections of the same scope of work.
- **Fee Cap:** The total compensation paid to Contractor for any single permit shall not exceed the amount of the permit fee received by the Town for that permit.
- **Invoices:** Contractor shall provide the Town with monthly invoices itemizing the Services rendered during the preceding month in a level of detail satisfactory to the Town. All properly submitted and accepted invoices shall be payable by the Town within thirty (30) days after acceptance.
- **Subcontractor Costs:** Any fees or costs associated with the use of a substitute inspector under Section 2 above are the sole responsibility of Contractor and shall not be charged to or reimbursed by the Town.

9. Compliance with Applicable Laws

In providing the Services, Contractor shall comply with all applicable federal, state, and local laws, policies and regulations, including without limitation: applicable NFPA standards; the Utah State Construction Code (2021 I-Codes); the Utah Procurement Code (Utah Code § 63G-6a); the Governmental Immunity Act (Utah Code § 63G-7); GRAMA (Utah Code § 63G-2); all labor, workplace and safety requirements; all nondiscrimination laws; tax laws; the Utah Public Officers' and Employees' Ethics Act (Utah Code § 67-16); and all ordinances, policies, and administrative procedures of the Town.

10. Performance Standards

Contractor shall perform all Services in a professional, competent, and timely manner, consistent with the level of skill and care ordinarily exercised by qualified municipal building officials and inspectors providing similar services under similar circumstances.

11. Insurance Requirements

Contractor shall maintain, at Contractor's sole cost and expense, insurance coverage meeting or exceeding the minimum requirements set forth below. All policies shall be issued by insurers authorized to do business in the State of Utah and acceptable to the Town.

- **Minimum Coverage Amounts:**
 - **Commercial General Liability (CGL):** Not less than \$1,000,000 per occurrence/\$3,000,000 aggregate; coverage shall be written on an "occurrence" basis, and shall include products and completed operations, property damage, bodily injury, and personal and advertising injury, on a primary and non-contributory basis.

- Automobile Liability: Not less than \$1,000,000 per occurrence/\$3,000,000 aggregate; coverage shall include any auto (owned, hired, borrowed, or non-owned) on a primary and non-contributory basis.
- Professional Liability (Errors and Omissions): Not less than \$1,000,000 per occurrence/\$3,000,000 aggregate. If written on a "claims-made" basis, the retroactive date must be shown and must begin prior to the date of this Agreement or the beginning of work. Coverage shall be maintained for at least five (5) years after completion of the contract work.
- Additional Insured: Contractor shall provide a certificate of insurance ("COI") and corresponding policy endorsements naming Virgin Town, and its officers, employees, agents, and volunteers, as additional insureds for all required liability coverages. Such additional-insured status shall remain in effect for the full term of this Agreement and any applicable renewal period.

12. Indemnification

To the fullest extent permitted by law, Contractor, including without limitation Contractor's agents, employees, and subcontractors, shall indemnify, defend, and hold harmless the Town, including without limitation the Town's officers, employees, agents, and volunteers, against any and all claims, liabilities, losses, damages, costs and expenses (including without limitation reasonable attorney fees) arising out of or resulting from any act, omission, or breach by Contractor, including without limitation Contractor's officers, agents, employees, and subcontractors, in the performance of this Agreement. This obligation shall not extend to any claims, liabilities, losses, damages, costs, or expenses resulting from the gross negligence or willful misconduct of the Town.

13. Governmental Immunity

Virgin Town is a governmental entity of the State of Utah and is subject to, and protected by, the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended. Nothing in this Agreement shall be construed as a waiver of any immunity, defense, limitation, or protection afforded to the Town under the Governmental Immunity Act or any other legislation, including without limitation Utah Code § 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the Town under this Agreement are expressly limited to the amounts identified in the Act.

14. Independent Contractor

Contractor is an independent contractor, and not an employee, agent, partner, or joint venturer of the Town. Contractor shall retain sole control and discretion over the means and methods used in performing the Services, provided that Contractor meets the Town's required objectives, standards, and performance expectations. Contractor is solely responsible for all federal, state, and local tax obligations arising from the performance of the Services and shall supply all tools, equipment, and

materials necessary to perform the Services. Contractor remains free to perform services for other clients, provided such work does not interfere with Contractor's obligations under this Agreement.

15. Conflicts of Interest

Contractor represents that it has no conflict of interest that would impair its ability to perform the Services. Contractor shall not engage in any activity, employment, or service that would conflict with its obligations under this Agreement or that would impair its independent judgment. Contractor shall immediately notify the Town of any actual or potential conflict and shall take such actions as the Town may reasonably require to resolve the conflict, if possible.

16. Non-Assignment

Contractor shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior authorization of the Town, except as expressly authorized under Section 2 (Subcontractor Coordination) above. Any attempted assignment or delegation without such authorization shall be void.

17. Confidentiality and Security

Contractor shall protect non-public Town information and shall use it solely for purposes of performing the Services under this Agreement. Contractor shall implement and maintain reasonable administrative, technical, and physical safeguards to protect such information against unauthorized access, disclosure, alteration, or destruction. Contractor shall notify the Town in writing of any actual or suspected breach or unauthorized disclosure of Town information within twenty-four (24) hours of discovery.

18. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict-of-law principles. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the Fifth District Judicial Court located in Washington County, Utah, and the Parties hereby submit to the jurisdiction and venue of such court.

19. Force Majeure

Neither Party shall be liable for delay or failure in performing its obligations under this Agreement if such delay or failure results from causes beyond that Party's reasonable control, including without limitation acts of God, natural disasters, pandemics, labor disturbances, or governmental actions. The affected Party shall provide prompt notice to the other Party of the force majeure event and shall resume performance as soon as reasonably practicable after the event has ceased.

20. Entire Agreement

This Agreement, including any exhibits attached hereto, constitutes the entire understanding between the Parties and supersedes all prior discussions, negotiations, or agreements, whether oral or written, relating to the subject matter of this Agreement.

21. Attorney Fees

In any action arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney fees and costs.

22. Amendments

This Agreement may be amended or modified only by a written document signed by both Parties.

23. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by email, or mailed by first-class mail to the following addresses:

If to the Town:

Virgin Town
Attn: Town Mayor / Town Clerk
P.O. Box 790
Virgin, UT 84779
townclerk@virgin.utah.gov

If to Contractor:

John Postert
1396 S. 700 W.
Hurricane, UT 84737
john.postert@gmail.com

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Virgin Town, a Utah municipal corporation

By: _____
Name: _____
Title: Town Manager / Authorized Representative
Date: _____

John Postert

By: _____
Name: John Postert
Date: _____

Exhibit A - Fee Schedule

(Referenced in Section 8)

The following fee schedule governs compensation to Contractor for Services performed under this Agreement:

- Plan Review (per application, inclusive of all revisions): \$200.00
- Inspection (per inspection): \$75.00

Notes:

- The plan review fee of \$200.00 covers the initial review and all associated rechecks and resubmittals for the same permit application. No additional plan review fees shall be charged to the Town for revisions to the same application.
- The total compensation paid to Contractor for any single permit shall not exceed the amount of the permit fee received by the Town for that permit.
- Fees for substitute inspectors arranged by Contractor pursuant to Section 2 are the sole responsibility of Contractor and shall not be billed to or reimbursed by the Town.