

WEBER FIRE DISTRICT

**WEBER FIRE DISTRICT
BOARD OF TRUSTEES
RESOLUTION NO. 34-2026**

A RESOLUTION APPROVING AN AGREEMENT BETWEEN WEBER FIRE DISTRICT AND ANDERSON PSOMAS FOR PROFESSIONAL SURVEYING AND PLAT PREPARATION SERVICES FOR THE ROY CITY ANNEXATION PLAT; AUTHORIZING THE BOARD CHAIR TO EXECUTE THE AGREEMENT; AUTHORIZING PAYMENT AND ADMINISTRATIVE IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. RECITALS

- WHEREAS**, Weber Fire District (the “District”) is a local district and political subdivision of the State of Utah authorized to provide fire protection, emergency medical, rescue, and related public safety services within its jurisdiction; and
- WHEREAS**, the District is evaluating and pursuing the adjustment of its boundaries in the Roy City area and requires a compliant annexation plat and related professional surveying services to support that process; and
- WHEREAS**, Anderson Psomas has submitted a proposal and agreement dated August 10, 2026, titled “Roy Fire Annexation Plat WO1 x Anderson Psomas” (the “Agreement”), for preparation of the Roy City Annexation Plat; and
- WHEREAS**, the Agreement provides for preparation of an annexation plat for a boundary of approximately fifteen miles, coordination with the Weber County Surveyor and Weber County Recorder, and certification of the final plat by a Utah-licensed professional land surveyor; and
- WHEREAS**, the Agreement is structured as a not-to-exceed, time-and-materials contract in the amount of \$25,000, requires a \$25,000 retainer before work begins, and provides for monthly invoicing based on percentage of completion; and
- WHEREAS**, the Agreement provides that the retainer will be applied to the final invoice, all outstanding invoices must be paid before release of the final deliverable, and work outside the approved scope may not begin without an agreed written change order and associated payment; and
- WHEREAS**, the Agreement includes professional-services terms and conditions concerning standard of care, document ownership, mutual indemnification, limitation of liability, invoicing and payment, suspension, termination, dispute resolution, and related matters; and
- WHEREAS**, the Board of Trustees finds that obtaining the annexation plat and related surveying services is necessary to advance the District’s Roy City boundary-adjustment work and serves the public interest.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF WEBER FIRE DISTRICT AS FOLLOWS:

SECTION 2. APPROVAL OF AGREEMENT

The Board of Trustees hereby approves the Agreement between Weber Fire District and Anderson Psomas for professional surveying and plat preparation services for the Roy City Annexation Plat, substantially in the form presented to the Board and attached hereto as Attachment A and incorporated herein by this reference.

SECTION 3. SCOPE, COMPENSATION, AND CHANGE CONTROL

The approved scope includes preparation and delivery of the Roy City Annexation Plat for a boundary of approximately fifteen miles, together with the coordination, county-format compliance, certification, and related services described in the Agreement. Compensation is approved on a time-and-materials, not-to-exceed basis in an amount of \$25,000, including the required \$25,000 retainer, subject to the invoicing and payment terms of the Agreement. No work outside the approved scope shall be authorized unless documented by a written change order executed in accordance with District policy and within available budget authority. Any change that would cause total compensation to exceed \$25,000 or otherwise materially modify the approved scope shall be presented to the Board for further action unless separately authorized by applicable District procurement and contracting authority.

SECTION 4. AUTHORIZATION AND IMPLEMENTATION

The Board Chair is authorized to execute the Agreement and related documents necessary to implement the approved scope on behalf of the District. The Fire Chief, the Fire Chief's authorized designee, and appropriate District administrative and financial personnel are authorized to provide project information, coordinate with Anderson Psomas and affected governmental entities, issue the approved retainer and progress payments from budgeted funds, review deliverables and invoices, and take other administrative actions reasonably necessary to complete the work. This authority does not include approval of a material scope expansion or compensation beyond the authority granted in Section 3.

SECTION 5. REPEALER OF CONFLICTING ENACTMENTS

All orders and resolutions with respect to the matters herein enacted and adopted which have heretofore been adopted by the District, or parts thereof, which are in conflict with any of the provisions of this Resolution are, to the extent of such conflict, hereby repealed, except that this repeal shall not be construed to revive any act, order, or resolution, or part thereof, heretofore repealed.

SECTION 6. PRIOR RESOLUTIONS

The body and substance of any and all prior resolutions, together with their specific provisions, where not otherwise in conflict with this Resolution, are hereby reaffirmed and readopted.

SECTION 7. SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed to be, or shall in fact be, invalid, inoperative, or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative, or unenforceable to any extent whatever, this Resolution and the provisions of this Resolution being deemed to be the separate, independent, and severable act of the Board of Trustees of Weber Fire District.

SECTION 8. EFFECTIVE DATE

This Resolution shall be effective on the 11th day of August, 2026, upon adoption and after publication or posting as required by law.

PASSED AND ADOPTED by the Board of Trustees of Weber Fire District this 11th day of August, 2026.

WEBER FIRE DISTRICT

Kevin Ward, Chair

ATTEST:

Jolene Whipple, Interim Board Clerk

APPROVED AS TO FORM:

Amy Hugie, Legal Counsel