

RESOLUTION 2020-50
A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
AWARDING PLANNING SERVICE CONTRACT

WHEREAS, South Weber's current City Planner Barry Burton wishes to retire at the end of the year 2020; and

WHEREAS, the City requires a planner to coordinate development and provide various planning functions within the City; and

WHEREAS, requests for proposals resulted in four applicants; and

WHEREAS, two candidates were interviewed by a committee consisting of City Manager David Larson, Mayor Jo Sjoblom, Councilwoman Angie Petty, Councilman Quinn Soderquist, and City Planner Barry Burton; and

WHEREAS, the selection committee recommended the position be awarded to Shari Phippen;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

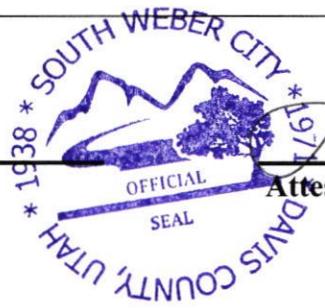
Section 1. Award: The Planning Service Contract is hereby awarded to Shari Phippen and is attached hereto as Exhibit 1.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 15th day of December 2020.

Roll call vote is as follows:		
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Winsor	FOR	AGAINST


Jo Sjoblom, Mayor




Attest: Lisa Smith, Recorder

EXHIBIT 1
AGREEMENT FOR PLANNING SERVICES

AGREEMENT FOR PLANNING SERVICES

THIS AGREEMENT FOR PLANNING SERVICES (“Agreement”) is made and entered into this 15th day of December 2020, by and between South Weber City, a Utah Municipal Corporation, hereinafter referred to as “City,” and Shari Phippen of Phippen Municipal Consulting LLC, hereinafter referred to as “Phippen.”

RECITALS

WHEREAS, from time-to-time City has need of a land use planner to assist in performing planning services as hereinafter specified; and

WHEREAS, Phippen has significant experience in land use planning and has previously provided planning services for other cities; and

WHEREAS, an evaluation committee consisting of Mayor Jo Sjoblom, Councilmember Angie Petty, Councilmember Quin Soderquist, City Manager David Larson, and City Planner Barry Burton has interviewed Phippen and recommends Phippen to serve in this position; and

WHEREAS, City now desires to contract with Phippen to serve as a land use planner pursuant to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereby agree as follows:

1. The recitals are a material part of this Agreement and are incorporated herein.
2. Upon request of the City, Phippen will perform the following planning services:
 - a. subdivision investigation and review;
 - b. attendance at planning commission meetings;
 - c. attendance at city council meetings;
 - d. presentations to the planning commission and city council;
 - e. investigation and identification of technical details related to the preparation of zoning ordinances, subdivision ordinances, land use ordinances, related documents, contracts, and agreements, and amendments thereto;
 - f. reviewing and creating land use and transportation studies; and
 - g. conducting special studies for the development of a City master plan and updates thereto;
3. City shall determine the nature, extent, and timing of the services to be performed by Phippen under paragraph 2, if any.
4. City shall pay Phippen Seventy Dollars (\$70.00) per hour in performing the planning services identified in paragraph 2. Phippen shall provide City a detailed monthly billing of the hours worked.

Agreement for Planning Services

5. This Agreement shall be for a duration of six (6) months effective immediately on the date first written above and renewing automatically every six (6) months thereafter unless terminated by either party for any reason with thirty (30) days' written notice.
6. This Agreement constitutes the entire agreement between the parties and supersedes any previous written or verbal agreements. Any changes hereto shall be reduced to writing and agreed upon by both parties.
7. If any provision of this Agreement or any portion thereof, is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect for so long as each party receives the material benefit of the bargain of the Agreement.
8. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, South Weber City has caused this Agreement to be signed and executed in its behalf by its City Manager and duly attested by its City Recorder, and Phippen has signed and executed this Agreement the day and year first above written.

SOUTH WEBER CITY



David Larson, City Manager

ATTEST:



City Recorder



Shari Phippen