

CITY OF KEIZER MISSION STATEMENT
***KEEP CITY GOVERNMENT COSTS AND SERVICES TO A MINIMUM BY PROVIDING CITY
SERVICES TO THE COMMUNITY IN A COORDINATED, EFFICIENT AND LEAST COST FASHION***

A G E N D A
URBAN RENEWAL AGENCY OF THE CITY OF KEIZER

Monday, May 21, 2007

6:30 p.m.

**Robert L. Simon Council Chambers
Keizer, Oregon**

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC TESTIMONY

This time is provided for citizens to address the Urban Renewal Agency on any matter not scheduled for public hearing.

4. PUBLIC HEARING

5. ADMINISTRATIVE ACTION

a. Property Improvement Grant – 4710 River Road N (Dazy Maze)

b. Keizer Urban Renewal Board Appointment – Robert Hendricks

6. CONSENT CALENDAR

a. Approval of March 19, 2007 Urban Renewal Agency Minutes

7. OTHER BUSINESS

This time is provided to allow Urban Renewal Agency members the opportunity to bring matters before the Agency that are not on tonight's agenda.

8. AGENDA INPUT

9. ADJOURN



URBAN RENEWAL AGENCY MEETING

May 21, 2007

MEMORANDUM

To: Urban Renewal Agency

Thru: Christopher Eppley, City Manager

From: Nate Brown, Community Development Director

Date: May 18, 2007

Re: Property Improvement Grant for 4710 River Rd N (Dazy Maze)

The project at the Dazy Maze has been completed as to the plans that were approved by the agency. When the project was approved by the Agency there was no contingency established. The final invoice from the contractor is a total of \$1932.00 over the estimated price. This difference is due to the fact that the actual amounts of concrete were different from the estimates due to some unforeseen variations in the sidewalk and site conditions. This project was not engineered or surveyed due to the limited scope of the improvements.

Although the area of concrete was provided for a bench, the cost for this bench was not included in the project estimates. The agency has discussed the possibility of inviting “sponsors” for the benches.

The project also did not include the costs of placing two trees along the street frontage, due primarily to the fact that we were unsure of the specific amount of space that would be available for tree planting.

Staff recommends that the amount of the grant approval be increased by \$1,935 to cover the costs associated with the actual amounts of concrete work.

Staff also requests agency direction regarding the additional costs of the bench and additional tree planting.

URBAN RENEWAL AGENCY MEETING : May 21, 2007

AGENDA ITEM NUMBER: _____

TO: CHAIR CHRISTOPHER AND AGENCY MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, MMC
CITY RECORDER**

SUBJECT: KEIZER URBAN RENEWAL BOARD APPOINTMENT

ISSUE:

In April 2007, Anthony Rayhel resigned from the Keizer Urban Renewal Board. Mr. Rayhel was in the midst of a three-year term scheduled to expire in February 2009. A press release was distributed requesting interested volunteers to submit applications for this opening. At the May 10th meeting of the Volunteer Coordinating Committee four applications were reviewed. The Committee recommended the appointment of Robert Hendricks.

RECOMMENDATION:

It is recommended the Agency accept the recommendation of the Volunteer Coordinating Committee and appoint Robert Hendricks to finish the three-year term on the Keizer Urban Renewal Board.



MINUTES
KEIZER URBAN RENEWAL AGENCY
Monday, March 19, 2007
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Chair Christopher called the session to order at 6:35 p.m. Roll Call was taken as follows:

Present:

Lore Christopher, Chair
Richard Walsh
Troy Nichols
David McKane
Cathy Clark
Jim Taylor
(One Position Vacant)

Staff:

Chris Eppley, City Manager
Nate Brown, Community Development
Rob Kissler, Public Works
Marc Adams, Police Chief
Tracy Davis, City Recorder

**PUBLIC
TESTIMONY**

None

**PUBLIC
HEARING**

None

**ADMINISTRATIVE
ACTION**

**a. Property
Improvement
Grant for 5140
River road
North –
Willamette
Valley Bank**

Nate Brown reported that he had approached Willamette Valley Bank about moving the sidewalk back into an easement at the site and they agreed to do so. In return the Urban Renewal District will give a 100% grant for that work. The work was included in their bid package and came back at \$6,900; KURB voted unanimously to recommend approval to the agency. Mr. Brown added that the frontage of that property could have the last of the decorative lights along River Road but the grant amount does not include the cost of a street light (\$6,400) even though it was shown on the plan. Stuart Crosby, Chair of the Keizer Urban Renewal Board, explained that KURB was not in favor of including the amount in the grant because they are so expensive. Additional discussion took place regarding the lighting, the possibility of splitting the cost between the Urban Renewal Board and the bank, the location of other decorative lights, cost of maintenance and operation.

Agent Walsh moved for approval of the expenditure of up to \$6,900 in urban renewal funds for sidewalk improvements in front of Willamette Valley Bank, and to direct staff to prepare all necessary easements and contracts consistent with the conditions listed in the staff report. Agent

Nichols seconded.

(Agent Taylor recused himself because his wife is manager of the bank.)

Motion passed as follows:

AYES: Christopher, Walsh, Nichols, Clark and McKane (5)

NAYS: None (0)

ABSTENTIONS: Taylor (1)

ABSENT: None (0)

(One Position Vacant)

Agent Christopher asked staff to get cost breakdowns for the lighting if bought in quantity. Rob Kissler suggested that a cost for purchase and installation be put together for KURB in case it is decided to begin upgrading the length of River Road. Agent Christopher suggested that continuation of the lighting be brought to River Road Renaissance and then to KURB.

**b. RESOLUTION ~
Authorizing
the City
Manager to
Enter
Agreement
with Gelco
Construction**

Rob Kissler reviewed the planned beautification improvements for the North River Road and Lockhaven Drive intersection adding that this is a partnership project between the street fund and the Urban Renewal Agency. He reviewed the bid numbers and recommended that the Agency approve the award of the contract to Gelco for a total cost of \$98,402.80. Nate Brown added that this does not include the cost for landscaping or for the proposed water feature.

Agent Walsh moved to adopt Resolution R-2007 Authorizing the City Manager to enter into a contract awarding the project to Gelco Construction company for construction of the Intersection Improvements – North River Road and Lockhaven Drive for a total cost of \$98,402.80.
Agent Nichols seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Nichols, Clark, McKane and Taylor (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

(One Position Vacant.)

**CONSENT
CALENDAR**

a. Approval of January 16, 2007 Urban Renewal Agency Minutes

Agent Christopher moved for approval of the Consent Calendar. Agent Walsh seconded. Motion passed unanimously as follows:

AYES: Christopher, Clark, Walsh, Nichols, McKane and Taylor (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

(One Position Vacant)

OTHER BUSINESS None

ADJOURNMENT The meeting was adjourned at 6:59 p.m.

APPROVED:

Debbie Lockhart, Deputy City Recorder

Lore Christopher, Chair

AGENCY MEMBERS

David McKane

Position Vacant

Jim Taylor

Cathy Clark

Troy Nichols

Richard Walsh

Minutes approved:

CITY OF KEIZER MISSION STATEMENT
*KEEP CITY GOVERNMENT COSTS AND SERVICES TO A MINIMUM BY PROVIDING CITY SERVICES TO THE
COMMUNITY IN A COORDINATED, EFFICIENT, AND LEAST COST FASHION*

AGENDA

KEIZER CITY COUNCIL

REGULAR SESSION

Monday, May 21, 2007

7:00 p.m.

**Robert L. Simon Council Chambers
Keizer, Oregon**

1. CALL TO ORDER

2. ROLL CALL

3. FLAG SALUTE

4. PUBLIC TESTIMONY

This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.

5. PUBLIC HEARINGS

a. El Fogon Mexican Grill Liquor License Application

b. Keizer Development Code Text Amendments – Yard Requirements,
Through Lot Definition, and Fencing Requirements in Side and Rear Yards

6. ADMINISTRATIVE ACTION

a. RESOLUTION- Revising the Purpose or Charge of the Library Task Force

b. RESOLUTION – Authorizing the City Manager to Enter Agreement with
Group MacKenzie for Architect Services – Keizer Civic Center

c. ORDER – Application of Kim and Karl Thatcher for a Variance to Place an
Eight Foot High Fence Along Property Line at 1724 Chemawa Road, Keizer

d. RESOLUTION – Authorization of Interfund Loan to the Keizer Station LID
Fund from the Transportation Improvement Fund and the Water Facility
Fund

7. CONSENT CALENDAR

a. RESOLUTION – Authorizing City Manager to Enter Agreement with Marion
County for Inmate Work Crew Services

b. RESOLUTION – Keizer Points of Interest Committee – Amendment to
Membership

c. Approval of May 7, 2007 Regular Session Minutes

8. **COMMITTTTEE REPORTS**

- a. Volunteer of the Quarter Award
- First Quarter 2007 – Ron and Mikki Hittner

9. **OTHER BUSINESS**

This time is provided to allow the Mayor, City Council members, or staff an opportunity to bring new or old matters before the Council that are not on tonight's agenda.

- a. New Business or Old Business Issues

10. **WRITTEN COMMUNICATIONS**

To inform the Council of significant written communications.

11. **AGENDA INPUT**

June 4, 2007

7:00 p.m. City Council Regular Session

June 11, 2007

5:30 p.m. City Council Work Session

June 18, 2007

6:30 p.m. Urban Renewal Agency Meeting

- 2007-2008 Urban Renewal Agency Budget Public Hearing

7:00 p.m. City Council Regular Session

- 2007-2008 City of Keizer Budget Public Hearing

12. **ADJOURNMENT**

CITY COUNCIL MEETING: May 21, 2007

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS C. EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, MMC
CITY RECORDER**

**SUBJECT: EL FOGON LIQUOR LICENSE
FULL ON-PREMISES SALES**

BACKGROUND:

On May 2, 2007 Israel Garcia submitted an application for a Full On-Premises Sales liquor license for El Fogon Mexican Grill located at 3852 River Road N Keizer, Oregon.

As required by Keizer Ordinance 95-318, a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the proposed establishment. No responses have been received as of the writing of this report.

A request was sent to the Keizer Police Department to conduct a background check on the applicants. The Department's response is attached to this report. In addition, the Keizer Planning Department finds the location of the establishment to be properly zoned and has no additional comment on the application.

The applicant has been invited to attend the meeting to answer any questions the Council may have.

RECOMMENDATION:

It is recommended the public hearing be opened to allow testimony from the applicant or other interested individuals and upon completion, the hearing be closed.

It is further recommended the Council carefully consider recommending approval for this license based upon the report of the Keizer Police Department. Upon conclusion of deliberation and the vote, the recommendation will be forwarded to the Oregon Liquor Control Commission to be considered in their final review.



Keizer Police Department

Phone: (503) 390-3713 • Fax: (503) 390-8295
930 Chemawa Rd. N.E. • P.O. Box 21000 • Keizer, OR 97307-1000

City Council Meeting of _____

Agenda Item No. _____

To: Mayor and City Council

Thru: Chris Eppley, City Manager

From: Marc Adams, Chief of Police
Rita Powers, Police Support Supervisor 

Subject: Liquor License Application for:
El Fogan Mexican Grill

Issue: Shall the City Council approve the liquor license application of El Fogan Mexican Grill located at 3852 River Rd. N., Keizer, Oregon 97303.

Background

Records indicate only one call for police services at this address in the past year.

The applicant, Israel Garcia is also known as Israel Garcia-Velasco.

Mr. Garcia was arrested in 2003 by Salem Police Department charged with DUII, Reckless Driving and Criminal Mischief II. He was convicted of the Criminal Mischief II charge. The DUII charge was dismissed upon completion of diversion and the Reckless Driving charge was also dismissed.

In 2005, Mr. Garcia was cited for two offenses under Salem City Ordinance for Failure to Display and Giving False Information. The disposition is not stated on the record. Contact with Salem Municipal court to obtain disposition of these charges is recommended.

In November of 2006, Mr. Garcia was cited by Keizer Police for Driving While Suspended-Violation. Currently his driving privileges are suspended.

Thus, the background investigation did reveal the applicant's Oregon criminal history to be in conflict with Keizer City Ordinance 95-318.

Recommendation

The Keizer Police Department recommends that council give careful consideration to this application based upon the applicants Oregon Criminal History for the business license issued to El Fogan Mexican Grill, 3852 River Rd. N., Keizer, Oregon 97303

Quality Police Services for a Better Community

OREGON LIQUOR CONTROL COMMISSION
LIQUOR LICENSE APPLICATION



PLEASE PRINT OR TYPE

Application is being made for:

LICENSE TYPES	ACTIONS
☒ Full On-Premises Sales (\$402.60/yr)	☐ Change Ownership
☐ Commercial Establishment	☒ New Outlet
☐ Caterer	☐ Greater Privilege
☐ Passenger Carrier	☐ Additional Privilege
☐ Other Public Location	☐ Other _____
☐ Private Club	
☐ Limited On-Premises Sales (\$202.60/yr)	
☐ Off-Premises Sales (\$100/yr)	
☐ with Fuel Pumps	
☐ Brewery Public House (\$252.60)	
☐ Winery (\$250/yr)	
☐ Other: _____	

Applying as:

☐ Individuals	☐ Limited Partnership	☐ Corporation	☒ Limited Liability Company
--------------------------------------	--	--------------------------------------	---

FOR CITY AND COUNTY USE ONLY

The city council or county commission:

(name of city or county)

recommends that this license be:

Granted ☐ Denied ☐

By: _____

(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: LS

Date: 4/11/07

90-day authority: ☐ Yes ☐ No

- Applicant(s): [See SECTION 1 of the Guide]
① El Fagon Mexican Grill, LLC ③ _____
② _____ ④ _____
- Trade Name (dba): El Fagon Mexican Grill
- Business Location: 3852 River Rd Ne Keizer Marion OR 97303
(number, street, rural route) (city) (county) (state) (ZIP code)
- Business Mailing Address: (SAME)
(PO box, number, street, rural route) (city) (state) (ZIP code)
- Business Numbers: 503 428 08 90
(phone) (fax)
- Is the business at this location currently licensed by OLCC? ☐ Yes ☒ No
- If yes to whom: _____ Type of License: _____
- Former Business Name: J - Rods wings and burgers
- Will you have a manager? ☒ Yes ☐ No Name: Leo's Consulting Services
(manager must fill out an individual history form)
- What is the local governing body where your business is located? Marion
(name of city or county)
- Contact person for this application: Israel Garcia 503 428 68 87
(name) (phone number(s))
4271 Satter Pl Ne Salem OR 97305 SEMILIENTO@HOTMAIL.COM
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

- ① Israel Garcia Date 4/19/07 ③ _____ Date _____
- ② _____ Date _____ ④ _____ Date _____

1-800-452-OLCC (6522)
www.olcc.state.or.us

REC 5-207

City Rpt #
26606

OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION



Please Print or Type

Applicant Name: El Fogo Mexican Grill Phone: 503 485 0890

Trade Name (dba): El Fogo Mexican Grill

Business Location Address: 3852 River Rd NE

City: Keizer ZIP Code: 97303

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 11:00 to 10:00
Monday 11:00 to 10:00
Tuesday 11:00 to 10:00
Wednesday 11:00 to 10:00
Thursday 11:00 to 10:00
Friday 11:00 to 10:00
Saturday 11:00 to 10:00

Outdoor Area Hours: N/A

Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

The outdoor area is used for:

☐ Food service Hours: _____ to _____
☐ Alcohol service Hours: _____ to _____
☐ Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: ☐ Yes ☒ No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- | | |
|--|---|
| ☐ Live Music | ☐ Karaoke |
| ☒ Recorded Music | ☐ Coin-operated Games |
| ☐ DJ Music | ☐ Video Lottery Machines |
| ☐ Dancing | ☐ Social Gaming |
| ☐ Nude Entertainers | ☐ Pool Tables |
| | ☒ Other: <u>Radio</u> |

DAYS & HOURS OF LIVE OR DJ MUSIC

N/A
Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

SEATING COUNT

Restaurant: 56 Outdoor: _____
Lounge: _____ Other (explain): _____
Banquet: _____ Total Seating: 56

OLCC USE ONLY

Investigator Verified Seating: (Y) (N)
Investigator Initials: _____
Date: _____

I understand If my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: Israel Gane Date: 4/19/07

1-800-452-OLCC (6522)

www.olcc.state.or.us

(rev. 04/03)

OREGON LIQUOR CONTROL COMMISSION

**WRITTEN PROPOSAL FOR A FULL ON-PREMISES SALES LICENSE
COMMERCIAL ESTABLISHMENT**



Please Print or Type

Trade Name (dba): El Fuego Mexican Grill
City: Keizer

READ OAR 845-006-0460 (on back)

I have read the Oregon Liquor Control Commission's food service rule for commercial establishments, OAR 845-006-0460. I understand the requirements of the rule. I understand that I must operate my business according to those requirements.

I will offer at least five distinctly different regular meals during my dinner meal period.

My dinner meal period will be from 4:30 PM to 10:00 PM.

☒ My menu for this meal period is attached.

At all other times alcohol service is available, I will make at least five different substantial food items such as appetizers, sandwiches, soups, hamburgers, hot dogs, sausages available to my patrons.

☒ My menu for minimum food items is attached.

Not counting any seating in banquet or meeting rooms or similar "occasional use" rooms, my total indoor seating will be 56 seats.

☒ I have attached a floor plan showing rooms and tables.

During my required meal period I will have dining seating at tables for at least 56 patrons. This seating will be at tables that meet the table size requirements of OAR 845-006-0460.

I will keep a kitchen area with equipment and food supplies adequate to prepare, cook and serve food as I have proposed here.

I will have a cook on duty during my required meal period. During that meal period the cook will not do work prohibited by OAR 845-006-0460.

I understand that OAR 845-006-0466(3) requires that I make food service menus available to patrons.

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Signature Israel gum Date 4/19/07

1-800-452-OLCC (6522)

www.olcc.state.or.us

(rev. 09/02)



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- Your floor plan must be submitted on this form.
- Use a separate Floor Plan Form for each level or floor of the building.
- Applicants must provide a sketch that shows the specific area of the premises (e.g. dining area, bar, lounge, kitchen and restrooms). Full On-Premises (commercial establishments) applicants must also show dining tables. See example on back.

DRY STORAGE ROOM

STORAGE ROOM

KITCHEN

WOMAN

MAN

30 X 48

30 X 48

30 X 48

30 X 48

30 X 48

41"

41"

41"

41"

1440 sq ft

Israel garan
Applicant Name

El Fogan Mexican Grill LLC
Trade Name (dba):

Keizer 97303
City and ZIP Code

.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

Date: _____ Initials: _____

1-800-452-OLCC (6522)
www.olcc.state.or.us

(rev. 05/03)

1 BILL NO.

A BILL

ORDINANCE NO.
95- 318

2
3
4 FOR

5 AN ORDINANCE ESTABLISHING
6 A PROCEDURE FOR LIQUOR LICENSE REVIEW
7 AND CITY COUNCIL RECOMMENDATION TO
8 THE OREGON LIQUOR CONTROL COMMISSION,
9 DECLARING AN EMERGENCY AND
10 REPEALING ORDINANCE 88-129

11 WHEREAS, community members have a right to live in an environment
12 which is clean, safe and free from unlawful activities, noise and disturbances; and

13 WHEREAS, community members have a right to be protected from
14 irresponsible drinking acts of individuals and irresponsible promotion and distribution
15 activities; and

16 WHEREAS, business owners have a responsibility to contribute to, rather
17 than jeopardize, the well-being of the community; and

18 WHEREAS, liquor licensees should promote, sell and serve alcohol in a
19 responsible manner which minimizes the risks associated with its use, and should
20 work in a partnership with the community to improve community livability; and law
21 enforcement and licensing agencies should ensure that all premises licensed to sell
22 or dispense alcoholic beverages operate within federal, state and local laws and
23 regulations; and

24 WHEREAS, the City of Keizer's liquor license recommendation process
25 should ensure that all liquor outlets meet the high expectations of this community,
26 should offer licensees the opportunity to maintain these levels of expectation, and
27 should be outlined by ordinance; NOW, THEREFORE,

28 The City of Keizer ordains as follows:

1 Section 1. Title and Purpose. This Ordinance shall be known and may be
2 cited as the "Liquor License Review Ordinance," and may also be referred to herein
3 as "this Ordinance."

4 The purposes of this Ordinance are to establish the principal criteria which
5 shall be considered by the City Council, and its designee, the City Manager, in
6 making recommendations to the Oregon Liquor Control Commission concerning
7 granting, denying, modifying, or renewing all liquor licenses for premises within
8 the city limits and to establish a process to be utilized for the investigation of such
9 license applicants for the purpose of making such recommendations that is fair,
10 effective, and efficient. This Ordinance is necessary to ensure that all premises
11 licensed to sell and dispense liquor in any form meet the high expectations of this
12 community and that all such businesses are conducted in a lawful manner that does
13 not unreasonably disturb the peace and tranquility of this city and its neighbors.

14 Section 2. Definition. For purposes of this Ordinance, the following
15 definitions shall apply:

- 16 1. "City Manager" means the person holding the position of City Manager
17 or any officer or employee of the City of Keizer delegated or assigned
18 any or all of the tasks of the City Manager herein.
- 19 2. "Application" means the written request to the City Manager to grant,
20 modify, or renew a liquor license.
- 21 3. "Commission" means the Oregon Liquor Control Commission.
- 22 4. "Special License" means a temporary license issued by the Commission
23 pursuant to ORS 471 and 472 for the purposes of serving beer, other
24 malt beverage, wine or similarly regulated fermented beverage in

1 exchange for some financial consideration and as part of a picnic,
2 convention, fair, civil or community enterprise or similar special event,
3 such as a spectator sports event, musical concert or festival, and for
4 which approval by the City must be obtained.

5 Section 3. License Application. Any person or business requesting a City
6 recommendation to the Commission on a liquor license application shall make
7 application upon forms furnished by the OLCC. The application shall contain the
8 following information:

- 9 1. The type of license applied for and a description of the nature of the
10 business for which the application is made.
- 11 2. The name of the applicant, with address; if the business is a partnership,
12 the names and addresses of all partners; if the business is a corporation,
13 the name and address of the home office, and the name and address of
14 the designated agent in the state; if a foreign corporation, the name and
15 address of the local agent or representative who will be in charge of the
16 business in the city.
- 17 3. The address of the location where the business will be located in the
18 city.
- 19 4. The date of application.
- 20 5. Any other information the City Manager or City Council deems necessary
21 for review.
- 22 6. A verification that the information submitted within the application is
23 true and accurate.
- 24 7. The signature of the applicant or agent making the application.

1 8. The application shall be accompanied by the appropriate non-refundable
2 fee specified as follows:

3 a. In the case of an original application - \$70.00.

4 b. For a change in ownership, change in location, or change in
5 privilege application - \$50.00.

6 c. Except as provided in subsection (d) of this section, for renewal
7 and temporary license applications - \$35.00.

8 d. For Special License applications - \$35.00. If the applicant for a
9 Special License can demonstrate that it is organized and operating
10 as a non-profit organization, no application fee to the City shall be
11 required.

12 Section 4. City Manager's Duties. The City Manager shall maintain a
13 record of all applications. The City Manager shall coordinate and conduct an
14 investigation of each application for the purpose of determining what
15 recommendation shall be made by the City Manager to the City Council or, in the
16 case of Special Licenses, to the Commission. The investigation may include those
17 subjects contained in the ordinances of the City of Keizer, as well as the statutes of
18 the State of Oregon. The City Manager may require the applicant to supply any
19 relevant additional information to determine the qualifications of the applicant. The
20 City Manager will provide a copy of all applications to the Keizer Police
21 Department, which will investigate and report on each application. The police
22 department reports shall be made a part of such recommendations. Upon completion
23 of the review and for all applications except Special Licenses, the City Manager
24 shall make a recommendation to the City Council. Upon completion of the review

1 for Special Licenses, the City Manager shall determine and advise the applicant and
2 the Commission what the recommendation of the City shall be in accordance with
3 the standards, criteria and procedures contained in this Ordinance.

4 Section 5. Hearing Procedure.

5 1. For all applications (except new locations and new outlets) for which
6 City Council approval is required under this Ordinance, and where the
7 City Manager recommends approval of an application, the matter will be
8 scheduled as a routine agenda item at the next regular City Council
9 meeting.

10 2. For any application which establishes a new location for a liquor license
11 outlet; or upon the request of a City Council member; a member of the
12 public; or where the City Manager's recommendation is adverse to the
13 application, by the applicant; a public hearing will be scheduled.

14 3. Notice of a public hearing before the City Council shall be given in the
15 following manner:

16 a. The notice shall contain the business name of the applicant, the
17 location of the business, the nature of the license applied for, and
18 the time and location at which the hearing will take place.

19 b. Notice shall be mailed to the applicant or applicant's agent at the
20 address shown on the application not less than 14 days before the
21 date set for the hearing.

22 c. Notice shall be published in a newspaper of general circulation in
23 the city not less than five (5) days before the date set for the
24 hearing.

1 4. The public hearing shall be conducted as follows:

- 2 a. The City Manager shall present the City Manager's report. Any
3 other written or oral evidence which is supportive of the City
4 Manager's recommendation may also be presented at this time.
- 5 b. The applicant may present evidence and/or witnesses in support
6 of the application.
- 7 c. Interested members of the public shall be given an opportunity to
8 present evidence or testimony bearing upon the application, whether
9 such evidence is supportive or adverse to the application.
- 10 d. The applicant shall be afforded an opportunity to rebut evidence
11 presented in opposition to the application.
- 12 e. Any relevant evidence shall be admitted, if it is the type of
13 evidence on which reasonable persons are accustomed to rely upon
14 in the conduct of their serious affairs, regardless of the existence
15 of any law or rule which might make improper the admission of
16 such evidence over objections in civil actions in courts of
17 competent jurisdiction in this state. Evidence of past transactions
18 and occurrences shall not be excluded solely on the basis of having
19 occurred in the past and may be relied upon by the City Council
20 in making its recommendation. However, irrelevant and unduly
21 repetitious evidence shall be excluded.

22 5. In the case of Special License applications, after due consideration of all
23 pertinent information, the City Manager shall make a recommendation.

24 The recommendation shall be based on substantial evidence relative to the

1 criteria in this Ordinance, ORS Chapters 471 and 472 and the public
2 health, safety and welfare. The City Manager may attach reasonable
3 conditions upon the recommendation, which conditions shall be consistent
4 with the purposes of this Ordinance. Where the City Manager
5 recommends approval of an application, the City Manager shall cause the
6 applicant to be notified of the recommendation. Where the City
7 Manager's recommendation is for denial or otherwise adverse to the
8 applicant, it may be appealed to the City Council in accordance with the
9 procedures provided in this section.

10 Section 6. Standards and Criteria. The City Manager shall make a
11 favorable recommendation to the City Council on an application filed pursuant to this
12 Ordinance unless one of the following conditions is present:

- 13 1. The application is opposed in writing by the Chief of Police, the
14 neighborhood association(s) with jurisdiction for the outlet location, or
15 by occupants or owners of property within 200 feet of the applicant's
16 present or proposed location.
- 17 2. Any member of the City Council requests a public hearing.
- 18 3. The City Manager determines the investigation reveals information which
19 warrants a public hearing.

20 The City Council shall make its recommendation for approval, denial, or
21 modification of the liquor license application based upon the City Council's
22 evaluation of the relevant standards and criteria, as set forth herein.

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1 The applicant shall be held strictly accountable for the conditions of the
2 premises. The City Council may recommend against the applicant if any of the
3 following conditions exist:

- 4 1. The application is incomplete.
- 5 2. The applicant neglects or refuses to provide in a timely manner any
6 information reasonably requested by the City Manager, the City Council,
7 or any City employee.
- 8 3. The applicant provides false or misleading information to the City
9 Manager, the City Council, or any City employee.
- 10 4. The Zoning Classification (as determined by the City of Keizer Zoning
11 Map) in which the applicant proposes to locate the business does not
12 allow such business either as a permitted or conditional use.
- 13 5. The record of the applicant shows a violation(s) of criminal law(s) or
14 ordinance(s) connected in time, place, and manner with a liquor
15 establishment. The applicant has been convicted of a felony or of a
16 Class A misdemeanor involving moral turpitude.
- 17 6. There is a final order of a court or administrative agency in a criminal
18 or civil proceeding finding a failure to comply with the liquor laws of
19 this or any other state by the applicant.
- 20 7. In the case of an application for a new license or for an increase in
21 liquor selling or dispensing privilege, there are sufficient licensed
22 premises in the locality set out in the application and the license is not
23 demanded by public interest or convenience.

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1 8. The licensing of the premises would not be in the best interest of the
2 community due to a pattern of liquor related problems at or near the
3 premises. For purposes of this Ordinance, a pattern is defined as ten
4 (10) police calls for service, or six arrests, or three convictions connected
5 with any single activity, or combination of activities occurring within one
6 year preceding the date of the application, including, but not limited to,
7 the following:

- 8 a. Liquor law violations by the licensee or employees of the licensee;
- 9 b. Felony or misdemeanor behavior connected in time, place or
10 manner with the premises;
- 11 c. Obtrusive or excessive noise, music or sound vibrations;
- 12 d. Unlawful drug activity;
- 13 e. Alcohol or related litter;
- 14 f. Public drunkenness;
- 15 g. Trespassing on private property;
- 16 h. Fights, altercations, assaults or harassment;
- 17 i. Public urination;
- 18 j. Disrepair or unsanitary conditions at the premises;
- 19 k. Failure of the licensee to take appropriate action to prevent or
20 control problems caused by patrons on the premises or within the
21 local vicinity.

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- 1 1. Any other specific reason consistent with the purposes of this
2 Ordinance which, in the opinion of the City Manager or Chief of
3 Police, warrant an adverse report to the City Council based on
4 public health, safety, welfare, convenience or necessity.

5 Section 7. City Council Recommendation Procedures. For new licenses
6 or renewal of existing licenses for liquor serving establishments, the City Manager
7 by regular mail shall notify property owners within 200 feet of the outlet, and the
8 neighborhood association(s) with jurisdiction for the outlet location, of the
9 application and allowing those property owners and neighborhood association(s) not
10 less than 14 days from the date of mailing of such notification to file a written
11 response with the City Manager stating their position concerning such application.

12 If a written objection(s) is filed by a property owner(s) that is within 200 feet
13 of the outlet or by the neighborhood association(s) with jurisdiction for the outlet
14 location, the City Manager shall place the license hearing on the City Council
15 calendar not sooner than 14 days after the date of mailing notice of such hearing on
16 the application to the applicant, the affected neighborhood association(s), and the
17 objecting property owner(s).

18 Prior to a City Council hearing on the application, the applicant will be
19 notified of the time, date and place of the hearing, of the City Manager's
20 recommendation to the City Council, of the right to be heard at the City Council
21 hearing and of the contents of this Ordinance regarding procedures and
22 recommendations. Where a recommendation from the City Manager is not
23 favorable, it shall be the City Manager's responsibility to provide the applicant with
24 any reports relied upon in making the recommendation.

1 Section 8. Reconsideration of Applications.

2 1. After having made a recommendation other than favorable on any license
3 application, the City Council shall not consider any new application for
4 the same location by the same or substantially the same applicant for a
5 period of at least six (6) months, except as otherwise provided herein.

6 2. If the City Manager reasonably believes that the conditions which caused
7 the City Council to make a recommendation, other than a favorable
8 recommendation, have substantially changed and no court or
9 administrative appeal of such license is pending, then the City Manager
10 may reconsider and/or resubmit such application to the City Council.

11 Section 9. Severability Clause. If any article, section, subsection,
12 subdivision, phrase, clause, sentence or word in this Ordinance shall, for any reason,
13 be held invalid or unconstitutional by a court of competent jurisdiction, it shall not
14 nullify the remainder of the Ordinance, but shall be confined to the article, section,
15 subsection, subdivision, phrase, clause, sentence or word so held invalid or
16 unconstitutional.

17 Section 10. Emergency Clause. This Ordinance being necessary for the
18 immediate preservation of the public health, safety, and welfare, an emergency is
19 declared to exist and this Ordinance shall take effect immediately upon its passage.

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1 Section 11. Repeal. That Ordinance 88-129, an Ordinance Establishing a
2 Procedure for Liquor License Review and Council Recommendation to the Oregon
3 Liquor Control Commission, Declaring an Emergency and Repealing Ordinance
4 No. 83-011, as enacted on November 7, 1988, is hereby repealed.

5 PASSED this 6th day of February, 1995.

6 SIGNED this 8th day of February, 1995.

PASSED ON FIRST READING.

7

8

Dennis Koko
Mayor

9

10

11

2346COK2.004

Gracy G. Davis
City Recorder

COUNCIL MEETING: _____
AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY, CITY MANAGER
NATE BROWN, COMMUNITY DEVELOPMENT DIRECTOR

FROM: SAM LITKE, SENIOR PLANNER

SUBJECT: ZONING TEXT AMMENDMENTS FOR YARD REQUIREMENTS, THROUGH LOT DEFINITION AND FENCING REQUIREMENTS IN SIDE AND REAR YARDS.

ISSUE:

On April 18, 2007, the Planning Commission unanimously supported the proposed text amendments to several sections of the zone code. The amendments are grouped in three categories.

1. Clarification to side and rear yard setback requirements in five sections including:
a) Section 2.103 (Limited Density Residential); b) 2.104 (Medium Density Residential); c) 2.105 (High Density Residential); d) 2.106 (Residential Commercial); e) 2.107 (Mixed Use); f) 1.200 add definition of architectural rear, side, and front.

The existing code in each of these sections is confusing since it does not clearly state the setbacks but rather refers to a footnote at the bottom of a table that indicates that the zoning on the adjacent properties is used to determine these setbacks. The proposed code revisions would simplify this by clearly stating the side and rear setback requirements. A single story building would require a 14 foot setback; a two story building would require a 20 foot setback; and, the side yard setback would be 10 feet. In an effort to avoid confusion over which property lines might be considered the side or rear property lines a definition of 'architectural front', 'architectural side', and 'architectural rear' will be added to the definition section of the development code.

2. Two related sections regarding 'through lot'. Section 2.310 (Development Standards for Land Divisions) clarifies that a 'through lot' is not created by the platting of a private access easement; and Section 1.200 (Definitions) includes an amendment to definition of 'through lot'.

A recent Hearing Officer's decision expanded the definition of 'through lot' to include lots bounded by a private access easement. Upon appeal, the City Council overturned this interpretation. In part this was due to this provision historically being applied to proposals involving public streets and not private access easements. The intent of this

revision is to explicitly state in the code that this provision governs only lots bounded by two public streets and is not intended to include a lot that is bounded by a private access easement.

3. Section 2.312 (Yard and Lot Standards) to allow sight obscuring fences within 10 feet, but no closer than 3 feet, of property line along a street for the rear or side yard of a lot.

Currently, the code prohibits the placing of a sight obscuring fence that is taller than 3 ½ feet within 10 feet of the property line along a street. The code does not distinguish between front, side, or rear yard. The intent for the fence setback requirement is to provide an adequate distance between the street and the developments that will occur on the property. This setback is to allow for both the residential use of the property and to avoid fences from being placed too close to the property line along a street. The primary purpose for the standard, which requires fences to be placed 10 feet back from any property line adjacent to a street, is for pedestrian and vehicular safety and to provide for open area along street frontages.

The intent of the revision is to permit property owners to locate a solid type fence taller than 3 ½ feet within the setback area along the street provided that it is the rear or side yard and provided that it is not closer than 3 feet from the property line along the street. This revision is not intended to include a front yard along a street. The differentiation would take into consideration the constraints associated with lots with frontage along two streets and would allow rear and side yard enclosure while keeping front yards open as viewed from the street. This recognizes that front yards play a different role than side or rear yards with regard to spacing separation between the street and the house, and for allowing a sense of balance in the development pattern of houses along any street. Over the years the city processed and approved a number of variances for encroachment into this setback only when it applies to the side and rear yard but never to the front yard.

Prior to the current language regarding front yard fences, the Keizer Development Code required anything above 2 feet in height to be no more than 25% opaque.

At the May 16 Council meeting regarding an appeal of front yard fencing requirements, some indication was given that the council may wish to look at the front yard fencing requirements. The planning commission did not consider any changes to the fencing requirements regarding front yard provisions. The issue before the Planning Commission was limited to only side and rear yards which are adjacent (abutting/next to/touching/ adjoining/contiguous/bordering/neighborly) public streets.

RECOMMENDATION:

Hold a public hearing to consider the proposed amendments, and direct staff to prepare an ordinance to adopt the proposed revisions to zone code regulations and direct staff to prepare revisions to the front yard fencing requirements to send to the Planning Commission for their recommendations.

2.103 LIMITED DENSITY RESIDENTIAL (RL)

2.103.01 Purpose

The RL (LIMITED DENSITY RESIDENTIAL) zone is intended to provide for detached and attached dwellings on a lot or multiple dwellings on a lot at an intermediate density. Other uses compatible with residential development are also appropriate. RL zones are located in areas designated Medium Density Residential, and, Medium and High Density Residential in the Comprehensive Plan and provided with urban services. RL zones will generally abut a collector or arterial street so that traffic is not required to travel through lower density residential neighborhoods. (01/02)

2.103.02 Permitted Uses

The following uses, when developed under the applicable development standards in the Ordinance, are permitted in the RL zone:

- A. **Detached single family dwelling** on a lot. (5/98)
- B. **Residential homes** and facilities. (5/98)
- C. **Buildings with two or more dwelling units.** (5/98)
- D. **Combination of permitted attached or detached dwellings** on a lot. (5/98)
- E. **Child day care** service, including family day care provider, for 12 or fewer children. (5/98)
- D. **Public or private utility substation**, but excluding communication towers and electrical substations. (5/98)
- G. **Child foster home** for five or fewer children. (6/99)

2.103.03 Special Permitted Uses

The following uses, when developed under the applicable development standards in the Ordinance and special development requirements, are permitted in the RL zone:

- A. **Partitions**, subject to the provisions in Section 2.310. (5/98)
- B. **Subdivision**, subject to the provisions in Section 2.310. (5/98)
- C. **Planned unit development**, subject to the provisions in Section 2.311. (5/98)
- D. **Accessory structures** and uses prescribed in Section 2.203.02. (5/98)

E. The following special uses subject to the applicable standards in Section 2.4:

1. **Shared housing facilities** (Section 2.403). (5/98)
2. **Zero side yard dwelling units** (Section 2.404). (5/98)
3. **Home occupations** (Section 2.407). (5/98)
4. **Residential sales offices** (Section 2.409). (5/98)
5. **Public golf course** (7992) or membership recreation club having golf course (7997) (Section 2.410). (5/98)
6. **House of Worship** (Section 2.423). (5/98)
7. **Boat and RV storage area** (Section 2.411). (5/98)
8. **Manufactured homes** on individual lots (Section 2.402) (5/98)
9. **Recreational vehicle storage space** (Section 2.413). (5/98)
10. **Electrical substations** (Section 2.426). (5/98)
11. **Wireless Telecommunications Facilities (Section 2.427)** (5/98)
12. **Manufactured home parks** (Section 2.405). (5/98)

2.103.04 Conditional Uses

The following uses may be permitted subject to obtaining a conditional use permit:

- A. **Schools** (8211) (Section 2.424). (5/98)
- B. **Public parks, playgrounds, community clubs** including swimming, tennis and similar recreational facilities, and other public and semi-public uses. (5/98)
- C. **Civic, social and fraternal organizations** (864). (5/98)
- D. **Child day-care services** for 13 or more children. (5/98)
- E. **Bed and breakfast establishment** (Section 2.408). (5/98)
- F. **Rooming and boarding houses** (702). (5/98)
- G. **Water supply** (494). (5/98)

- H. **Child foster home** for six, seven or eight children, providing such home:
1. Is properly accredited by the Council on Accreditation on Child and Family Programs;
 2. Be located on a lot of no less than 16,000 square feet;
 3. The lot shall be located on an arterial or major collector street;
 4. Shall be no less than 2,400 square feet in size, excluding attached garages, carports, patios, and all unfinished space;
 5. Shall have setbacks for all structures of no less than 16 feet on each side and 30 feet along the back of the property;
 6. Shall have usable paved off-street parking for no less than 6 vehicles, plus one additional usable off-street paved parking space is to be provided for each foster child that owns or is the principal driver of any vehicle;
 7. At least on half of the lot area (no less than 8,000 square feet) shall consist of open space, grass and landscaping, including landscaping area at least 8 feet wide for permanent visual screening along the sides and back of the property. (which landscaping along sides and back of the property shall be designed for a minimum height of no less than 6 feet after five years) Decks, patios, paved areas, and parking areas, (paved or unpaved) shall not be included when calculating the amount of required open space, grass and landscaping.
 8. Is not located within one-half (1/2) mile of another child foster home of six to eight children, as measured between the closest lot lines of the existing child foster home and the proposed child foster home.

All child foster homes shall meet all applicable laws and regulations, including, but not limited to, applicable building codes.⁽⁶⁹⁹⁾

2.103.05 Dimensional Standards

- A. Minimum Lot Dimension and Height Requirements

DIMENSION	Single Family	Duplex	Multi-Family	Non-Residential
Lot Size	4000 sq. ft. (1)(2)	7000 sq. ft.	10000 sq. ft. (3)	(4)
Average Width	40 feet	50 feet	50 feet	None
Average Depth	70 feet	80 feet	80 feet	None
Maximum Height	35 feet	35 feet	35 feet	(5)

- (1) *Newly created lots or parcels less than 5000 square feet in area shall be limited to zero lot line dwellings (2.404). (5/98)*
- (2) *A single family dwelling attached on one side has a minimum lot area of 3500 square feet, and a single family dwelling attached on both sides has a minimum lot area of 3000 square feet. (5/98)*
- (3) *Multi-family development must comply with the density standard in Section 2.103.06.I. (5/98)*
- (4) *Parcel size shall be adequate to contain all structures within the required yard setbacks. (5/98)*
- (5) *50 Feet - Required setbacks shall increase 1 foot for every foot the height exceeds 35 feet. (5/98)*

B. Minimum Yard Setback Requirements

SETBACKS	Single Family	Duplex	Multi-Family	Non-Residential
Front	10 feet	10 feet	10 feet	20 feet
Side	5 feet (1)	5 feet	(3) 10 feet	10 feet
Rear	(2)	(2)	(3) (2)	20 feet
Street-side (4) (3)	10 feet	10 feet	10 feet	20 feet
Garage entrance (5) (4)	20 feet (5) (4)	20 feet (5) (4)	20 feet (5) (4)	20 feet (5) (4)

- (1) *Zero side yard dwelling units are subject to the setback provisions in Section 2.404. (5/98)*
- (2) *The rear yard setback shall be as follows: 14 feet for a 1-story single family home, duplex, or multi-family building; 20 feet for a 2-story single family home, duplex, or multi-family building. Setbacks are to be measured from the architectural rear of the building regardless of the building's orientation to property lines. (5/98)*

- ~~(3) The setback shall be no less than the minimum rear yard setback of the zone on the adjacent property. In no case shall the setback be less than 10 feet. (5/98)~~
- ~~(4)~~ (3) Setbacks are measured from property lines, not easement lines. However, no structure shall be placed any closer than five feet from the edge of an access easement or 20 feet from the right-of-way of an arterial or collector street. (5/98)
- ~~(5)~~ (4) The garage entrance setback shall be measured from the property line or edge of private access easement to the entrance of the garage. The centerline of the driveway shall be measured if the driveway to the garage entrance is not perpendicular to the property line or private access easement. In no case shall a garage be set back less than the minimum front, side, and rear setbacks. (5/98)

2.103.06 Development Standards

All development in the RL Zone shall comply with the applicable provisions of this Ordinance. The following includes referenced items as well as additional development requirements:

- A. **Off Street Parking:** Parking shall be as specified in Section 2.303. (5/98)
- B. **Design Standards** - Unless specifically modified by provisions in this Section, buildings located within the RL zone shall comply with the following standards: (5/98)
1. Single family homes shall comply with the design standards in Section 2.314. (5/98)
 2. Residential structures with four or more attached dwelling units and non-residential structures shall comply with the provisions in Section 2.315 - Development Standards. (5/98)
- C. **Subdivisions and Partitions:** Land divisions shall be reviewed in accordance with the provisions of Section 2.310. (5/98)
- D. **Yards and Lots:** Yards and lots shall conform to the standards of Section 2.312. (5/98)
- E. **Signs:** Signs shall conform to the requirements of Section 2.308. (5/98)
- F. **Accessory Structures:** Accessory structures shall conform to requirements in Section 2.313. (5/98)
- G. **Landscaping:** A minimum of 25% of the property shall be landscaped, including all required yards. Landscaped areas shall be landscaped as provided in Section 2.309. (5/98)

- H. **Lot Coverage:** The maximum coverage allowed for buildings, accessory structures and paved parking shall be 75%^(5/98)
- I. **Density:** Subdivisions and multi-family development within the RL zone shall comply with the following density requirements:
1. For property designated Medium Density in the Comprehensive Plan, the minimum density shall be 6 units per acre; the maximum density shall be 10 units per acre. ^(5/98)
 2. For property designated Medium-High Density in the Comprehensive Plan, the minimum density shall be 8 units per acre; the maximum density shall be 14 units per acre. ^(5/98)

2.104 MEDIUM DENSITY RESIDENTIAL (RM)

2.104.01 Purpose

The RM (MEDIUM DENSITY RESIDENTIAL) zone is primarily intended for multiple family development on a parcel, or attached dwellings on separate lots, at medium residential densities. Other uses compatible with residential development are also appropriate. RM zones are located in areas designated Medium and High Density Residential in the Comprehensive Plan. They are suited to locations near commercial areas and along collector and arterial streets where limited access is necessary so that traffic is not required to travel on local streets through lower density residential areas.

(5/98)

2.104.02 Permitted Uses

The following uses, when developed under the applicable development standards in the Ordinance, are permitted in the RM zone:

- A. **Detached single family dwelling** on a lot. (5/98)
- B. **Residential homes and facilities.** (5/98)
- C. **Buildings with two or more dwelling units.** (5/98)
- D. **Combination of permitted attached or detached dwellings** on a lot. (5/98)
- E. **Child day care service**, including family day care provider, for 12 or fewer children. (5/98)
- F. **Public or private utility substation**, but excluding communication towers and electrical substations. (5/98)
- G. **Child foster home** for five or fewer children. (6/99)

2.104.03 Special Permitted Uses

The following uses, when developed under the applicable development standards in the Ordinance and special development requirements, are permitted in the RM zone:

- A. **Partitions**, subject to the provisions in Section 2.310. (5/98)
- B. **Subdivision**, subject to the provisions in Section 2.310. (5/98)
- C. **Planned unit development**, subject to the provisions in Section 2.311. (5/98)

- D. **Accessory structures** and uses prescribed in Section 2.203.02. (5/98)
- E. The following special uses subject to the applicable standards in Section 2.4:
1. **Shared housing facilities** (Section 2.403). (5/98)
 2. **Zero side yard dwelling units** (Section 2.404). (5/98)
 3. **Home occupations** (Section 2.407). (5/98)
 4. **Bed and breakfast** establishments (Section 2.408). (5/98)
 5. **Residential sales offices** (Section 2.409). (5/98)
 6. **Public golf course** (7992) or membership recreation club having golf course (7997) (Section 2.410). (5/98)
 7. **House of Worship** (Section 2.423). (5/98)
 8. **Boat and RV storage area** (Section 2.411). (5/98)
 9. **Manufactured home parks** (Section 2.405). (5/98)
 10. **Manufactured homes** on individual lots (Section 2.402) (5/98)
 11. **Accessory commercial uses** (Section 2.416). (5/98)
 12. **Recreational vehicle storage space** (Section 2.413). (5/98)
 13. **Electrical substation** (Section 2.426). (5/98)
 14. **Wireless Telecommunications Facilities (Section 2.427)** (5/98)

2.104.04 Conditional Uses

The following uses may be permitted subject to obtaining a conditional use permit:

- A. **Schools** (8211) (Section 2.424). (5/98)
- B. **Public parks, playgrounds, community clubs** including swimming, tennis and similar recreational facilities, and other public and semi-public uses. (5/98)
- C. **Child day care** service for 13 or more children. (5/98)
- D. **Civic, social and fraternal organizations** (864). (5/98)

- E. **Rooming and boarding houses (702).** (5/98)
- F. **Water supply (494).** (5/98)
- G. **Child foster home** for six, seven or eight children, provided such home:
1. Is properly accredited by the Council on Accreditation on Child and Family Programs;
 2. Be located on a lot of no less than 16,000 square feet;
 3. The lot shall be located on an arterial or major collector street;
 4. Shall be no less than 2,400 square feet in size, excluding attached garages, carports, patios, and all unfinished space;
 5. Shall have setbacks for all structures of no less than 16 feet on each side and 30 feet along the back of the property;
 6. Shall have usable paved off-street parking for no less than 6 vehicles, plus one additional usable off-street paved parking space is to be provided for each foster child that owns or is the principal driver of any vehicle;
 7. At least on half of the lot area (no less than 8,000 square feet) shall consist of open space, grass and landscaping, including landscaping area at least 8 feet wide for permanent visual screening along the sides and back of the property. (which landscaping along sides and back of the property shall be designed for a minimum height of no less than 6 feet after five years) Decks, patios, paved areas, and parking areas, (paved or unpaved) shall not be included when calculating the amount of required open space, grass and landscaping.
 8. Is not located within one-half (1/2) mile of another child foster home of six to eight children, as measured between the closest lot lines of the existing child foster home and the proposed child foster home.

All child foster homes shall meet all applicable laws and regulations, including, but not limited to, applicable building codes. (6/99)

2.104.05 Dimensional Standards

A. Minimum Lot Dimension and Height Requirements

DIMENSION	Single Family	Duplex	Multi-Family	Non-Residential
Lot Size	4,000 sq. ft. (1)(2)	6,000 sq. ft.	9,000 sq. ft. (3)	(4)
Average Width	40 feet	50 feet	50 feet	None
Average Depth	70 feet	80 feet	80 feet	None
Maximum Height	35 feet	35 feet	35 feet	(5)

- (1) Newly created lots or parcels less than 5000 square feet in area shall be limited to zero lot line dwellings (2.404). (5/98)
- (2) A single family dwelling attached on one side has a minimum lot area of 3500 square feet, and a single family dwelling attached on both sides has a minimum lot area of 3000 square feet. (5/98)
- (3) Multi-family development must comply with the density standard in Section 2.104.06.1. (5/98)
- (4) Parcel size shall be adequate to contain all structures within the required yard setbacks. (5/98)
- (5) 50 Feet - Required setbacks shall increase 1 foot for every foot the height exceeds 35 feet. (5/98)

B. Minimum Yard Setback Requirements

SETBACKS	Single Family	Duplex	Multi-Family	Non- Residential
Front	10 feet	10 feet	10 feet	20 feet
Side	(1)	5 feet	(3) 10 feet	10 feet
Rear	(2)	(2)	(3) (2)	20 feet
Street-side (4) (3)	10 feet	10 feet	10 feet	20 feet
Garage entrance (5) (4)	20 feet (5) (4)	20 feet (5) (4)	20 feet (5) (4)	20 feet (5) (4)

- (1) Zero side yard dwelling units are subject to the setback provisions in Section 2.404. (5/98)
- (2) The rear yard setback shall be as follows: 14 feet for a 1-story single family home, duplex, or multi-family building; 20 feet for a 2-story single family home, duplex, or multi-family building. Setbacks are to be measured from the architectural rear of the building regardless of the building's orientation to exterior property lines. (5/98)
- ~~(3) The setback shall be no less than the minimum rear yard setback of the zone on the adjacent property. In no case shall the setback be less than 10 feet.~~ (5/98)
- ~~(4)~~ (3) Setbacks are measured from property lines, not easement lines. However, no structure shall be placed any closer than five feet from the edge of an access easement or 20 feet from the right-of-way of an arterial or collector street. (5/98)
- ~~(5)~~ (4) The garage entrance setback shall be measured from the property line or edge of private access easement to the entrance of the garage. The centerline of the driveway shall be measured if the driveway to the garage entrance is not perpendicular to the property line or private access easement. In no case shall a garage be set back less than the minimum front, side, and rear setbacks. (5/98)

2.104.06 Development Standards

All development in the RM Zone shall comply with the applicable provisions of this Ordinance. The following includes referenced items as well as additional development requirements:

- A. **Off Street Parking:** Parking shall be as specified in Section 2.303. (5/98)
- B. **Design Standards** - Unless specifically modified by provisions in this Section, buildings located within the RM zone shall comply with the following standards: (5/98)
 1. Single family homes shall comply with the design standards in Section 2.314. (5/98)
 2. Residential structures with four or more attached dwelling units and non-residential structures shall comply with the provisions in Section 2.315 - Development Standards. (5/98)
- C. **Subdivisions and Partitions:** Land divisions shall be reviewed in accordance with the provisions of Section 2.310. (5/98)
- D. **Yards and Lots:** Yards and lots shall conform to the standards of Section 2.312. (5/98)
- E. **Signs:** Signs shall conform to the requirements of Section 2.308. (5/98)

- F. **Accessory Structures:** Accessory structures shall conform to requirements in Section 2.313. (5/98)
- G. **Landscaping:** A minimum of 25% of the property shall be landscaped, including all required yards. Landscaped areas shall be landscaped as provided in Section 2.309. (5/98)
- H. **Lot Coverage:** The maximum coverage allowed for buildings, accessory structures and paved parking shall be 75%. (5/98)
- I. **Density:** Subdivisions and multi-family development within the RM zone shall comply with the following density requirements:
 - 1. For property designated Medium Density in the Comprehensive Plan, the minimum density shall be 6 units per acre; the maximum density shall be 10 units per acre. (5/98)
 - 2. For property designated Medium-High Density in the Comprehensive Plan, the minimum density shall be 8 units per acre; the maximum density shall be 22 units per acre. (5/98)

2.105 HIGH DENSITY RESIDENTIAL (RH)

2.105.01 Purpose

The RH (HIGH DENSITY RESIDENTIAL) zone is specifically intended for multiple family dwellings on a parcel at high residential densities. Other uses compatible with residential development are also appropriate. RH zones are located in areas designated Medium and High Density Residential in the Comprehensive Plan and will generally have direct access to a collector or arterial street. RH zoned land is also suited to locations adjacent to commercial or industrial uses and is generally buffered from, or not located adjacent to, single-family residential areas. (5/98)

2.105.02 Permitted Uses

The following uses, when developed under the applicable development standards in this Zoning Ordinance, are permitted in the RH zone:

- A. **Any combination of dwellings**, attached or detached. (5/98)
- B. **Residential homes** and facilities. (5/98)
- C. **Child day care service**, including family day care provider, for 12 or fewer children. (5/98)
- D. **Public or private utility substation**, but excluding communication towers and electrical substations. (5/98)
- E. **Child foster home for five or fewer children**. (6/99)

2.105.03 Special Permitted Uses

The following uses, when developed under the applicable development standards in the Ordinance and special development requirements, are permitted in the RM zone:

- A. **Partitions**, subject to the provisions in Section 2.310. (5/98)
- B. **Subdivision**, subject to the provisions in Section 2.310. (5/98)
- C. **Planned unit development**, subject to the provisions in Section 2.311. (5/98)
- D. **Accessory structures** and uses prescribed in Section 2.203.02. (5/98)
- E. The following special uses subject to the applicable standards in Section 2.4:
 - 1. **Zero side yard dwelling** units (Section 2.404). (5/98)
 - 2. **Home occupations** (Section 2.407). (5/98)
 - 3. **Bed and breakfast** establishments (Section 2.408). (5/98)

4. **Residential sales offices** (Section 2.409). (5/98)
5. **Public golf course** (7992) or membership recreation club having golf course (7997) (Section 2.410). (5/98)
6. **Boat and RV storage area** (Section 2.411). (5/98)
7. **House of Worship** (Section 2.423). (5/98)
8. **Manufactured homes** on individual lots (Section 2.402) (5/98)
9. **Accessory commercial uses** (Section 2.416). (5/98)
10. **Recreational vehicle storage space** (Section 2.413). (5/98)
11. **Electrical substation** (Section 2.426). (5/98)
12. **Wireless Telecommunications Facilities** (Section 2.427) (5/98)

2.105.04 Conditional Uses

The following uses may be permitted subject to obtaining a conditional use permit:

- A. **Schools** (8211) (Section 2.424). (5/98)
- B. **Public parks, playgrounds, community clubs** including swimming, tennis and similar recreational facilities, and other public and semi-public uses. (5/98)
- C. **Child day care service** for 13 or more children. (5/98)
- D. **Civic, social and fraternal organizations** (864). (5/98)
- E. **Rooming and boarding houses** (702). (5/98)
- F. **Water supply** (494). (5/98)
- G. **Child foster home** for six, seven or eight children, providing such home:
 1. Is properly accredited by the Council on Accreditation on Child and Family Programs;
 2. Be located on a lot of no less than 16,000 square feet;

3. The lot shall be located on an arterial or major collector street;
4. Shall be no less than 2,400 square feet in size, excluding attached garages, carports, patios, and all unfinished space;
5. Shall have setbacks for all structures of no less than 16 feet on each side and 30 feet along the back of the property;
6. Shall have usable paved off-street parking for no less than 6 vehicles, plus one additional usable off-street paved parking space is to be provided for each foster child that owns or is the principal driver of any vehicle;
7. At least on half of the lot area (no less than 8,000 square feet) shall consist of open space, grass and landscaping, including landscaping area at least 8 feet wide for permanent visual screening along the sides and back of the property. (which landscaping along sides and back of the property shall be designed for a minimum height of no less than 6 feet after five years) Decks, patios, paved areas, and parking areas, (paved or unpaved) shall not be included when calculating the amount of required open space, grass and landscaping.
8. Is not located within one-half (1/2) mile of another child foster home of six to eight children, as measured between the closest lot lines of the existing child foster home and the proposed child foster home.

All child foster homes shall meet all applicable laws and regulations, including, but not limited to, applicable building codes. (6/99)

2.105.05 Dimensional Standards

A. Minimum Lot Dimension and Height Requirements

DIMENSION	Residential	Non-Residential
Lot Size	6,000 sq. ft. (1)	(2)
Average Width	50 feet	None
Average Depth	80 feet	None
Maximum Height	(3)	(3)

- (1) *Multi-family development must comply with the density standard in Section ~~2.104.05~~ 2.105.06.* (5/98)
- (2) *Parcel size shall be adequate to contain all structures within the required yard setbacks.* (5/98)
- (3) *No limit - Required setbacks shall increase 1 foot for every foot the height exceeds 50 feet.* (5/98)

B. Minimum Yard Setback Requirements

SETBACKS	Residential	Non-Residential
Front	10 feet	20 feet
Side	(4) 10 feet	10 feet
Rear	(1)	20 feet
Street-side (2)	10 feet	20 feet
Garage entrance (3)	20 feet (3)	20 feet (3)

- (1) *The rear yard setback shall be as follows: 14 feet for a story building, and 20 feet for a two story building. Setbacks are to be measured from the architectural rear of the building regardless of the building orientation to the property lines. ~~The setback shall be no less than the minimum rear yard setback of the zone on the adjacent property. In no case shall the setback be less than 10 feet.~~* (5/98)
- (2) *Setbacks are measured from property lines, not easement lines. However, no structure shall be placed any closer than five feet from the edge of an access easement or 20 feet from the right-of-way of an arterial or collector street.* (5/98)
- (3) *The garage entrance setback shall be measured from the property line or edge of private access easement to the entrance of the garage. The centerline of the driveway shall be measured if the driveway to the garage entrance is not perpendicular to the property line or private access easement. In no case shall a garage be set back less than the minimum front, side, and rear setbacks.* (5/98)

2.105.06 Development Standards

All development in the RH Zone shall comply with the applicable provisions of this Ordinance. The following includes referenced items as well as additional development requirements:

- A. **Off Street Parking:** Parking shall be as specified in Section 2.303. (5/98)
- B. **Design Standards** - Unless specifically modified by provisions in this Section, buildings located within the RH zone shall comply with the following standards: (5/98)
 - 1. Single family homes shall comply with the design standards in Section 2.314. (5/98)
 - 2. Residential structures with four or more attached dwelling units and non-residential structures shall comply with the provisions in Section 2.315 - Development Standards. (5/98)
- C. **Subdivisions and Partitions:** Land divisions shall be reviewed in accordance with the provisions of Section 2.310. (5/98)
- D. **Yards and Lots:** Yards and lots shall conform to the standards of Section 2.312. (5/98)
- E. **Signs:** Signs shall conform to the requirements of Section 2.308. (5/98)
- F. **Accessory Structures:** Accessory structures shall conform to requirements in Section 2.313. (5/98)
- G. **Landscaping:** A minimum of 25% of the property shall be landscaped, including all required yards. Landscaped areas shall be landscaped as provided in Section 2.309. (5/98)
- H. **Lot Coverage:** The maximum coverage allowed for buildings, accessory structures and paved parking shall be 75% (5/98)
- I. **Density:** The minimum development density shall be 16 units per acre; there shall be no maximum density. (5/98)

2.106 RESIDENTIAL COMMERCIAL (RC)

2.106.01 Purpose

The purpose of the Residential Commercial (RC) zone is to provide commercial goods and services specifically designed to serve residential neighborhoods. Suitable businesses include low intensity retail commercial and service activities, and, professional and commercial offices. The Residential Commercial zone is appropriate in those areas designated Low Density Residential, Medium Density Residential and Medium-High Density Residential in the Comprehensive Plan. (5/98)

2.106.02 Permitted Uses

The following uses, when developed under the applicable development standards in this Zoning Ordinance, are permitted in the RC zone:

- A. **One dwelling per each business use** on the lot or parcel. (5/98)
- B. **Landscape counseling and planning (0781).** (5/98)
- C. **Child day care service.** (5/98)
- D. **Travel agency (4722).** (5/98)
- E. **Retail Trade.** (5/98)
 - 1. **Hardware stores (52).** (5/98)
 - 2. **General merchandise stores (53).** (5/98)
 - 3. **Food stores (54)** provided there is no processing or sale of live animals, AND EXCLUDING freezer and locker meat provisioners. (5/98)
 - 4. **Eating and drinking places (58), BUT EXCLUDING** drive-in or drive-through facilities. The establishment may serve alcohol as a secondary use. (5/98)
 - 5. **News dealers and newsstands (5994).** (5/98)
- F. **Business, Professional and Social Services.** (5/98)
 - 1. **Watch, clock, and jewelry repair (763).** (5/98)
 - 2. **Laundries and dry cleaning (7212, 7215).** (5/98)
 - 3. **Photography studios (7221).** (5/98)

4. **Beauty and barber shops** (7231, 7241) ^(5/98)
5. **Shoe repair** (7251). ^(5/98)
6. **Stenographic services and reproduction services**, not elsewhere classified (SIC 7339). ^(5/98)
7. **Computer and data processing services** (SIC 737). ^(5/98)
8. **Health services** (80) except hospitals (806). ^(5/98)
9. **Legal services** (81) ^(5/98)
10. **Accounting, bookkeeping** (893)
11. **Pet Grooming** ^(6/01)

2.106.03 Special Permitted Uses

The following uses, when developed under the applicable development standards in the Ordinance and special development requirements, are permitted in the RC zone:

- A. **Partitions**, subject to the provisions in Section 2.310. ^(5/98)
- B. The following special uses subject to standards in Section 2.4:
 1. **Bed and breakfast establishments** (Section 2.408). ^(5/98)
 2. **Accessory structures and uses** prescribed in Section 2.203.02. ^(5/98)

2.106.04 Dimensional Standards

- A. Minimum Lot Dimension, Building Dimension and Height Requirements

LOT SIZE	6,000 sq. ft. minimum; 20,000 sq. ft. maximum
AVERAGE WIDTH	50 feet minimum
AVERAGE DEPTH	80 feet minimum
BUILDING AREA	A maximum of 50% of the lot area
BUILDING HEIGHT	35 feet maximum (1)

B. Minimum Yard Setback Requirements

ADJACENT PROPERTY USE

SETBACKS	Single Family or Duplex	Multi-Family	Commercial	Industrial
Front	5 feet	5 feet	5 feet	5 feet
Side	(1) 5 feet	(1) 10 feet	(1) 10 feet	(1) 10 feet
Rear	(1)	(1)	(1)	(1)
Street-side	5 feet	5 feet	5 feet	5 feet
Garage entrance (2)	20 feet	20 feet	20 feet	20 feet

- (1) ~~The rear yard setback shall be as follows: 14 feet for a one story building and 20 feet for a two story building. The setback shall be no less than the rear yard setback of the zone on the adjacent property.~~ (5/98)
- (2) ~~The garage entrance setback shall be measured from the property line or edge of private access easement to the entrance of the garage. The centerline of the driveway shall be measured if the driveway to the garage entrance is not perpendicular to the property line or private access easement. In no case shall a garage be set back less than the minimum front, side, and rear setbacks.~~ (5/98)

2.106.05 Development Standards

All development in the RC Zone shall comply with the applicable provisions of this Ordinance. The following includes referenced items as well as additional development requirements:

- A. **Off Street Parking and Loading.** A minimum of two parking spaces per dwelling unit; plus, the greater of one parking space per 1,000 square feet of building area or 2 spaces. Parking may not be located within any required yard area. There are no loading space requirements. (5/98)
- B. **Design Standards** - Unless specifically modified by provisions in this Section, buildings located within the RC zone shall comply with the following standards: (5/98)
1. Single family homes shall comply with the design standards in Section 2.314. (5/98)

2. Residential structures with four or more attached dwelling units and non-residential structures shall comply with the provisions in Section 2.315 - Development Standards. (5/98)
- C. **Partitions.** Land divisions shall be reviewed in accordance with the provisions of Section 2.310. (5/98)
- D. **Yards and Lots.** Yards and lots shall conform to the standards of Section 2.312. (5/98)
- E. **Signs.** Signs shall conform to the requirements of Section 2.308. (5/98)
- F. **Accessory Structures.** Accessory structures as provided for in Section 2.313. For the purposes of this section, development within the RC zone shall be considered non-residential. (5/98)
- G. **Landscaping:** A minimum of 20% of the property shall be landscaped, including all required yards. Landscaped areas shall be landscaped as provided in Section 2.309. (5/98)
- H. **Lot Coverage:** The maximum coverage allowed for buildings, accessory structures and paved parking shall be 80%. (5/98)
- I. **Yards Adjacent to Residential Uses.** A six foot sight-obscuring fence, wall or hedge shall screen yards adjacent to residentially zoned or used lot. (5/98)
- J. **Hours of operation:** Businesses within the RC zone shall not open for business earlier than 7:00 am and shall close no later than 11:00 PM. (5/98)
- K. **Outdoor storage:** The outdoor storage of materials, equipment or products shall be prohibited. (5/98)
- L. **Architectural:** All buildings shall be designed with a residential architectural character including using only wood or masonry siding, having a pitched roof with shake, shingle, or tile roofing material, having no more than 25% of the total wall area in windows, and having main and trim colors conforming to the allowable colors for main color in the CM zone. (5/98)

2.106.06 RC Zone Location Requirements

- A. RC zoned property shall either be located on a collector or arterial street, or, be within 300 feet of a collector or arterial street. (5/98)
- B. RC zoned property shall not be located adjacent to MU, CM, CG or industrially zoned property. (5/98)

- C. Except at a public street intersection, no RC zoned parcel can be located within 1000 feet of another parcel zoned RC. This requirement does not apply to the partitioning of an RC zoned parcel. ^(5/98)

2.107 MIXED USE (MU)

2.107.01 Purpose

The Mixed Use (MU) zone promotes development that combines commercial and residential uses in a single building or complex. This zone will allow increased development on busier streets without fostering a strip commercial appearance. The zone encourages the formation of neighborhood "nodes" of activity where residential and commercial uses mix in a harmonious manner. This development type will support transit use, provide a buffer between busy streets and residential neighborhoods, and provide new housing opportunities in the City. (5/98)

The emphasis of the nonresidential uses is primarily on locally-oriented retail, service, and office uses. Commercial development will consist primarily of businesses on the ground floor with housing on upper stories. Clusters of residential and commercial uses around landscaping features or parking areas will also occur. Development is intended to be pedestrian-oriented with buildings close to and oriented to the sidewalk. Parking may be shared between residential and commercial uses. (5/98)

The Mixed Use zone is suitable for the Medium Density Residential, Medium-High Density Residential and Mixed Use Comprehensive Plan designations. (5/98)

2.107.02 Permitted Uses

The following uses, when developed under the applicable development standards in the Zoning Ordinance, are permitted in the MU zone:

- A. **One or more buildings with one or more dwelling units** or guest rooms on a lot. (5/98)
- B. **One or more buildings with one or more dwelling units** or guest rooms and one or more other uses allowed in this section on a lot. (5/98)
- C. **Residential homes** and facilities. (5/98)
- D. **Child day care service**, including family day care provider. (5/98)
- E. **Public parks, playgrounds, community clubs** including swimming, tennis and similar recreational facilities, and other public and semi-public uses. (5/98)
- F. **Public or private utility substation**, but excluding electrical substation. (5/98)
- G. **Landscape counseling and planning (078)**. (5/98)

H. **Transportation, Utilities and Communication.** (5/98)

1. **Travel agency** (4722). (5/98)
2. **Communication** (48) BUT EXCLUDING communication services, not elsewhere classified (489). (5/98)
3. **Public utility** structures and buildings. (5/98)

I. **Retail Trade:** The following retail commercial uses are allowed:

1. **General merchandise stores** provided all display is within a building and further provided the gross floor area shall not exceed 10,000 square feet (53). (5/98)
2. **Food stores** provided all display is within a building and further provided the gross floor area shall not exceed 10,000 square feet (54). (5/98)
3. **Apparel and accessory stores** and further provided the gross floor area shall not exceed 10,000 square feet (56). (5/98)
4. **Home furnishing, appliance and equipment stores** provided all display is within a building and further provided the gross floor area shall not exceed 10,000 square feet (57). (5/98)
5. **Eating and drinking places** and further provided the gross floor area shall not exceed 10,000 square feet (58). (5/98)
6. **Retail, miscellaneous** provided all display is within a building and further provided the gross floor area shall not exceed 10,000 square feet (59) BUT EXCLUDING non-store retailers (596) and fuel and ice dealers (598). (5/98)

J. **Business, Professional and Social Services:** The following business and professional and service oriented uses are allowed:

1. **Finance, insurance and real estate** (60, 61, 62, 63, 64, 65, 67). (5/98)
2. **Hotels, motels and lodging** facilities (701). (5/98)
3. **Personal services** (72) BUT EXCLUDING: power laundries, family and commercial (7211), linen supply (7213), dry cleaning plants, except rug cleaning (7216), carpet and upholstery cleaning (7217); and industrial launders (7218). (5/98)

4. **Business services** (73) BUT EXCLUDING disinfecting and exterminating services (7342), building and cleaning services (7349), and equipment rental (735). (5/98)
5. **Watch, clock and jewelry repair** (763). (5/98)
6. **Recreational or athletic clubs**. (5/98)
7. **Health services** (80) BUT EXCLUDING hospitals (806). (5/98)
8. **Legal services** (81). (5/98)
9. **Miscellaneous services** (89). (5/98)
10. **Community or neighborhood clubs**. (5/98)
11. **Parking lots**. (5/98)
12. **Pet Grooming** (6/01)

K. **Public administration** (91 - 97). (5/98)

2.107.03 Special Permitted Uses

The following uses, when developed under the applicable development standards in the Ordinance and special development requirements, are permitted in the MU zone:

- A. **Partitions**, subject to the provisions in Section 2.310. (5/98)
- B. **Subdivision**, subject to the provisions in Section 2.310. (5/98)
- C. **Planned unit development**, subject to the provisions in Section 2.311. (5/98)
- D. **Accessory structures** and uses prescribed in Section 2.203.02. (5/98)
- E. The following special uses subject to the applicable standards in Section 2.4:
 1. **Shared housing facilities** (Section 2.403). (5/98)
 2. **Zero side yard dwelling units** (Section 2.404). (5/98)
 3. **Home occupations** (Section 2.407). (5/98)
 4. **Bed and breakfast establishments** (Section 2.408). (5/98)
 5. **Residential sales offices** (Section 2.409). (5/98)

6. **Public golf course** (SIC 7992) or membership recreation club having golf course (SIC 7997) (Section 2.410). (5/98)
7. **Boat and RV storage area** (Section 2.411). (5/98)
8. **House of Worship** (Section 2.423). (5/98)
9. **Recreational vehicle storage space** (Section 2.413). (5/98)
10. **Electrical substations** (Section 2.426). (5/98)
11. **Wireless Telecommunications Facilities** (Section 2.427). (5/98)
12. **Transit Stations** (Section 2.429). (5/98)

2.107.04 Conditional Uses

The following uses may be permitted subject to obtaining a conditional use permit:

- A. **Craft Industries**, subject to the provisions in Section 2.421. (5/98)

2.107.05 Use Restrictions

No permitted or special permitted use shall in any way involve any of the following:

- A. **Farm Use**. (5/98)
- B. The rendering, processing, or cleaning of animals, fish, seafoods, fowl, poultry, fruits, vegetables, or dairy products for wholesale use. (5/98)
- C. Any outdoor display or storage of merchandise or materials. (5/98)
- D. A limitation of the total floor area for specified uses applies to all of Area C – Keizer Station Center of the Keizer Station Plan. A maximum total floor area of 65,000 square feet shall apply to the uses identified in Sections 2.107.02 (F), (G), (H), (I), (J), and (K). (12/03)

2.107.06 Dimensional Standards

- A. **Minimum Lot Dimension and Height Requirements**

DIMENSION	Single Family	Duplex or Multi-Family	Commercial	Mixed Use
Lot Size	4,000 sq. ft. (1)	6,000 sq. ft. (2)	None (3)	None (3)

Average Width	40 feet	50 feet	None	None
Average Depth	70 feet	80 feet	None	None
Maximum Height	35 feet	50 feet	50 feet	50 feet

- (1) *A single family dwelling attached on one side has a minimum lot area of 3500 square feet, and a single family dwelling attached on both sides has a minimum lot area of 3000 square feet.* ^(5/98)
- (2) *Multi-family development must comply with the density standard in Section ~~2.405.05~~ 2.107.07.1.* ^(5/98)
- (3) *Parcel size shall be adequate to contain all structures within the required yard setbacks ~~and, where applicable, comply with residential density standards in Section 2.106.06.~~* ^(5/98)

B. Minimum Yard Setback Requirements

SETBACKS	Single Family or Duplex	Multi-Family	Commercial	Mixed Use
Front	10 feet	10 feet (1)	10 feet (1)	10 feet (1)
Side	5 feet (2)	(4) <u>10 feet</u>	(4)	(4)
Rear	(3)	(4) <u>(3)</u>	(4)	(4)
Street-side (4)	10 feet	10 feet	10 feet	10 feet
Garage entrance (5)	20 feet	20 feet	20 feet	20 feet

- (1) *For all MU zoned property fronting Cherry Avenue south of Manbrin Drive the minimum setback shall be 5 feet and the maximum shall be 10 feet for yards adjacent to Cherry Avenue. The maximum setback shall apply to the primary wall of the building. Indentations in the primary wall, such as alcoves, courtyards, etc. have no maximum setback.* ^(5/98)
- (2) *Zero side yard dwelling units are subject to the setback provisions in Section 2.404.* ^(5/98)
- (3) *The rear yard setback shall be as follows: 14 feet for a 1-story single family home, duplex, or multi-family building; 20 feet for a 2-story single family home, duplex, or multi-family building. Setbacks are to be measured from the architectural rear of the building regardless of the building's orientation to the property lines.* ^(5/98)
- (4) *The rear and side yard setbacks adjacent to a residential zone shall be no less than the minimum rear yard setback of the zone on the*

adjacent property. In no case shall the setback be less than 10 feet, except there is no required setback adjacent to a non-residential zone. (5/98)

- (5) *Setbacks are measured from property lines, not easement lines. However, no structure shall be placed any closer than five feet from the edge of an access easement or 20 feet from the right-of-way of an arterial or collector street.* (5/98)
- (6) *The garage entrance setback shall be measured from the property line or edge of private access easement to the entrance of the garage. The centerline of the driveway shall be measured if the driveway to the garage entrance is not perpendicular to the property line or private access easement. In no case shall a garage be set back less than the minimum front, side, and rear setbacks.* (5/98)

2.107.07 Development Standards

All development in the MU Zone shall comply with the applicable provisions of this Ordinance. The following includes referenced items as well as additional development requirements:

- A. **Off Street Parking:** Parking shall be as specified in Section 2.303. (5/98)
- B. **Design Standards** - Unless specifically modified by provisions in this Section, buildings located within the MU zone shall comply with the following standards: (5/98)
 - 1. Single family homes shall comply with the design standards in Section 2.314. (5/98)
 - 2. Residential structures with four or more attached dwelling units and non-residential structures shall comply with the provisions in Section 2.315 - Development Standards. (5/98)
 - 3. For MU zoned property fronting Cherry Avenue south of Manbrin Drive; residential use shall occupy no less than 35% and no more than 65% of the building floor area on any property. (5/98)
- C. **Subdivisions and Partitions:** Land divisions shall be reviewed in accordance with the provisions of Section 2.310. (5/98)
- D. **Yards and Lots:** Yards and lots shall conform to the standards of Section 2.312. (5/98)
- E. **Signs:** Signs shall conform to the requirements of Section 2.308. (5/98)
- F. **Accessory Structures:** Accessory structures shall conform to requirements in Section 2.313. (5/98)

- G. **Landscaping:** All required yards shall be landscaped. Landscaped areas shall be landscaped as provided in Section 2.309. The minimum landscaped area requirements shall be as follows: (5/98)

Commercial development:	15%
Mixed commercial and residential development:	20%
Residential development:	25%

- H. **Lot Coverage:** The maximum coverage allowed for buildings, accessory structures and paved parking shall be as follows: (5/98)

Commercial development:	85%
Mixed commercial and residential development:	80%
Residential development:	75%

- I. **Density:**

1. For property zoned MU as identified in the Keizer Station Plan, the minimum density for subdivisions, partitions, multi-family or any residential development shall be a minimum 8 units per acre and a maximum 24 units per acre, except there shall be no minimum residential density requirement for multi-family development within a mixed use building. (12/03)
2. The minimum density for multi-family development shall be 8 units per acre; the maximum density shall be 24 units per acre, except there shall be no minimum residential density requirement for multi-family development within a mixed use building. (5/98)

Alteration [Historical]: A change, addition, or modification to the exterior of a building. (5/98)

Alteration or Altered [Sign]: Any change in the size, shape, method of illumination, position, location, construction, or supporting structure of a sign. A change in sign copy or sign face shall not be considered an alteration. (5/98)

Alteration, Structural: Any change in the exterior dimensions of a building, or, a change which would affect a supporting member of a building, such as a bearing wall, column, beam, or girder. (5/98)

Appeal: A request for a review of a decision authority's action on an application. (5/98)

Applicant: The property owner of record or contract purchaser. (5/98)

Approved: Means approved by the Community Development Director, Hearings Officer, Planning Commission or City Council having the authority to grant such approval. (5/98)

Architectural Front: For the purposes of determining building setbacks for residential single and multi-family buildings as permitted in the RL, RM, RH, RC and MU zones the architectural front of a building is opposite the architectural rear. The architectural front is typically the façade with the main point of entry into the building and may include doorways, stairs, windows, and other architectural features typically found on a front of the residential building. It may be oriented towards a street or towards an internal parking lot.

Architectural Rear: For the purposes of determining building setbacks for residential single and multi-family buildings as permitted in the RL, RM, RH, RC and MU zones the architectural rear of a building is opposite the architectural front, or the façade with the main point of entry into the building. The architectural rear is typically the side of the building that may include such features as porches, patios or other features for use of either individual or multiple units.

Architectural Side: For the purposes of determining building setbacks for residential single and multi-family buildings as permitted in the RL, RM, RH, RC and MU zones the architectural side of a building is perpendicular to both the architectural front and rear. The architectural side is typically the façade without any significant architectural features found on either the front or rear of the building.

Area: The total area circumscribed by the boundaries of a lot or parcel, except that:

1. When the legal instrument creating the property shows the boundary extending into a public street right-of-way, then for purposes of computing the lot or parcel area shall be the street right-of-way line, or if the right-of-way line cannot be

Lot of Record: A lawfully created lot or parcel established by plat, deed, or contract as duly recorded in Marion County property records. (5/98)

Lot, Through: An interior lot having frontage on two streets. Lots having their access off a private access easement or adjacent to a private access easement shall not be construed as qualifying as through lots. (5/98)

Lot Width: The average horizontal distance between the side lot lines, ordinarily measured parallel to the front lot line. (5/98)

Lowest Floor [Flood]: The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance. (5/98)

Main Entrance: The principle building entrance intended for the use by the general public, employees or residences. A main entrance door may not be a door that is locked during normal business hours. This entrance is designated the address bearing entrance for the purpose of Emergency Responders. (5/98)

Major Public Improvement [Historical]: The expenditure of public funds or the grant of permission by a public body to undertake change in the physical character of property within a district or on a landmark site, except for the repair or maintenance of existing public improvements. (5/98)

Manufactured Home: A home, a structure with a Department of Housing and Urban Development label certifying that the structure is constructed in accordance with the National Housing Construction and Safety Standards Act of 1974 (42 U.S.C. 5401 et seq.), as amended August 22, 1981 and constructed after June 15, 1976. (5/98)

Manufactured Home [Flood]: A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For flood plain management purposes, the term "manufactured home" also includes mobile homes. For insurance and floodplain management purposes, the term "manufactured home" does not include park trailers, travel trailers, and other similar vehicles. (5/98)

Manufactured Home Park: Any place where four or more manufactured homes are located within 500 feet of one another on property under the same ownership, the primary purpose of which is to rent or lease space to any person, or, to offer space free in connection with securing the trade or patronage of such person. A person shall not construct a new manufactured home park or add lots to an existing

2.310 DEVELOPMENT STANDARDS FOR LAND DIVISIONS

2.310.01 Purpose

To provide for the orderly, safe, efficient and livable development of land within the City of Keizer. (5/98)

2.310.02 Scope

- A. Application. The provisions of this Section shall apply to all subdivisions and partitions within the City of Keizer. (5/98)
- B. Modification. The design standards in this Section may be modified, provided, findings are established which indicate compliance with these standards is infeasible due to parcel shape, terrain, or location of existing structures. (5/98)

2.310.03 Standards for Lots or Parcels, Lot Line Adjustment Required

- A. Minimum lot area. Minimum lot area shall conform to the requirements of the zoning district in which the parcel is located. (5/98)
- B. Lot Line Adjustment. Any adjustment of a lot line between two adjacent parcels in a RS, RH, RM, RH, or RC zone shall require approval of a Lot Line Adjustment in accordance with the standards of Chapter 3.1 and the procedures of Chapter 3.2. (5/98)
- C. Lot width and depth. The depth of a lot or parcel shall not be more than 3 times the width of the parcel, with the following exceptions: (5/98)
 - 1. Individual lots for townhouse units shall not be less than 20 feet in width. Lot depth may vary, but shall be adequate to provide a minimum of 300 square feet with no dimension less than 6 feet of semi-private outdoor living space for each unit. (5/98)
 - 2. Individual lots for single-family attached dwelling units shall be designed so that lot depth is not greater than 3 1/2 times lot width. (5/98)
 - 3. Parcels created for public utility uses or in zones where there is no minimum lot area requirement shall be exempt from width to depth ratio provisions. (5/98)

- D. Access. All lots and parcels created after the effective date of this Ordinance shall provide a minimum frontage, on an existing or proposed public street, equal to the minimum lot width required by the underlying zone. The following exceptions shall apply: (5/98)
1. Residential lots or parcels, including townhouse developments and Planned Unit Developments, may be accessed via an access easement developed in accordance with the provisions of Section 2.302.08. (10/02)
 2. Lots or parcels in townhouse developments or Planned Unit Developments may be accessed via public or private streets, in accordance with the following standards: (5/98)
 - a. Internal local streets or drives may be private if allowed in Section 2.302.02F and shall be subject to the provisions of Section 2.302. (10/02)
 - b. Collector and arterial streets shall be public and shall comply with the applicable provisions of Section 2.302. Collector or arterial streets may be determined either by design or anticipated traffic volumes. (5/98)
 - c. Local streets that are needed to provide access to adjoining properties shall be public and shall comply with the applicable provisions of Section 2.202. (5/98)
 3. Cul-de-sac lots shall have a minimum frontage of 25 feet. (5/98)
 4. Flag lots, as permitted in Subsection 2.310.03, E. (5/98)
- E. Flag Lots. Flag lots shall only be permitted if it is the only reasonable method by which the rear portion of a lot being unusually deep or having an unusual configuration may be accessed and when in compliance with Section 2.302.03.B. If a flag-lot is permitted, the following standards shall be met: (5/98)
1. The access strip shall not be less than 20 feet wide. The access strip shall be improved with a minimum 12 foot wide paved driveway and paved encroachment which meet applicable City standards. (5/98)

2. The access strip shall not be included in the calculation of lot area for purposes of determining compliance with any minimum lot size provision of this Ordinance. (5/98)
- F. Through Lots. Through lots shall be avoided except where essential to provide separation of residential development from major ~~traffic arteries~~ streets, adjacent non-residential activities, or to overcome specific ~~disadvantages~~ development constraints due to ~~of~~ topography ~~and~~ or lot orientation. Through lots shall be no less than 100 feet in depth. Lots having their access off a private access easement or adjacent to a private access easement shall not be construed as qualifying as through lots. Screening or buffering, pursuant to the provision of Section 2.307, may be required by the City during the review of the land division request. (5/98)
- G. Lot Lines. The side lines of lots, as far as practicable, shall run at right angles to the right-of-way line of the street upon which the lots face. The rear lot line shall be no less than 1/2 the dimension of the front lot line. (5/98)
- H. Utility Easements. Utility easements shall be provided on lot areas where necessary to accommodate public utilities. Such easements shall have a minimum total width as specified in Section 2.302.04 of this Code. (5/98)

2.310.04 Additional Design Standards for Subdivisions

- A. Standards for Blocks
1. General: The length, width, and shape of blocks shall be designed with regard to providing adequate building sites for the use contemplated; consideration of needs for convenient access, circulation, control, and safety of street traffic; and recognition of limitations and opportunities of topography. (5/98)
 2. Sizes: Blocks should not exceed 600 feet in length between street lines, except blocks adjacent to arterial streets, or unless the previous adjacent development pattern or topographical conditions justify a variation. The recommended minimum distance between intersections on arterial streets is 1,800 feet. (5/98)
- B. Traffic Circulation. The proposed subdivision shall be laid out to provide safe and, convenient vehicle, bicycle and pedestrian access to nearby residential areas, transit stops, neighborhood

activity centers such as schools and parks, commercial areas, and industrial areas; and to provide safe and convenient traffic circulation. At a minimum, "nearby" is interpreted to mean uses within 1/4 mile which can be reasonably expected to be used by pedestrians, and uses within 1 mile of the subdivision boundary which can reasonably be expected to be accessed by bicyclists. (5/98)

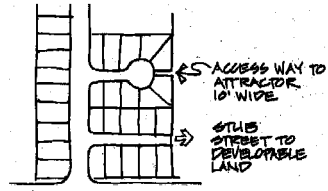


FIGURE 459

3.209.03 Criteria for – Connectivity
Standard Examples

- C. Connectivity. To achieve the objective in B., above, the Director may require the following: (5/98)
1. Stub Streets: Where the potential exists for additional residential development on adjacent property. (5/98)
 2. Pedestrian/Bicycle Accessways: Public accessways to provide a safe and efficient connection from a residential area to nearby residential areas, transit stops, neighborhood activity centers, including schools, parks, shopping centers, other community services and other commercial and industrial areas when such connections are not available by streets and when a pedestrian must go at least one quarter of a mile out of his or her way to make that connection using the street system. (5/98)
- D. Design Standards. Pedestrian/bicycle accessways shall meet the following design standards: (5/98)
1. Minimum dedicated width: 10 feet
 2. Minimum improved width: 10 feet
 3. Maximum length: 250 feet. A clear line of vision for the entire length of the accessway shall be required. (5/98)
 4. Lighting shall be provided illuminating any walkway exceeding 150 feet in length to a level where the system can be used at night. Lighting shall be included in the lighting district(s) established for the subdivision. (5/98)
 5. The accessway shall be designed to prohibit vehicle traffic. (5/98)

2.310.05 Improvement Requirements - Partitions

During the review of partition proposals, the City shall require, as a condition of approval, the following improvements: (5/98)

- A. Private Access. Private driveways serving flag lots, or private streets and access easements, shall be surfaced per the requirements of this Code. (10/02)
- B. Walkways for Private Streets. Sidewalks shall be required in accordance with applicable provisions in Sections 2.302 and 2.316 only if sidewalks currently exist along the connecting street. (10/02)
- C. Street Frontage Improvements. The following improvements shall be required: (5/98)
 - 1. If the street frontage of the subject property is less than or equal to 250 feet, the applicant shall sign a non-remonstrance agreement with the City of Keizer. This agreement shall stipulate that the applicant or future property owner will agree to participate in right-of-way improvements. The agreement may include provisions for the following: street paving, curbing, sidewalks, water lines, storm sewer facilities and sanitary sewer facilities. (5/98)
 - 2. If the street frontage of the subject property exceeds 250 feet, or extends and existing dedicated right-of-way, the applicant shall improve the following: (5/98)
 - a. Public streets upon which the property fronts to public standards, including: surfacing from center line to curb, installation of curbing, storm sewers, sanitary sewers, water lines and other necessary public utilities. (5/98)
 - b. Sidewalks, meeting City standards, along public street frontage. (5/98)
 - c. The installation of storm sewers, sanitary sewers, water lines and other utilities necessary to serve lots accessing off of the new street. (5/98)
- D. Completion Requirements. All required improvements shall be completed prior to the issuance of any building permits for the subject property. Alternatively, improvements required under this Section shall be completed or assured through a performance

bond or other instrument acceptable to the City prior to the approval of the final plat of the partition. At the discretion of the Public Works Director, certain improvements may be further postponed through a non-remonstrance agreement, or other performance agreement. (5/98)

2.310.06 Improvement Requirements - Subdivisions

The following improvements shall be required for all subdivisions in the City of Keizer: (5/98)

- A. Frontage Improvements. Street improvements to full City Standards shall be required for all public streets on which a proposed subdivision fronts in accordance with Section 2.302 of this Code. Such improvements shall be designed to match with existing improved surfaces for a reasonable distance beyond the frontage of the property. Additional frontage improvements shall include: sidewalks, curbing, storm sewer, sanitary sewer, water lines, other public utilities as necessary, and such other improvements as the City shall determine to be reasonably necessary to serve the development or the immediate neighborhood. (5/98)
- B. Walkways for Private Streets. Sidewalks shall be required in accordance with applicable provisions in Sections 2.302 and 2.316 only if sidewalks currently exist along the connecting street. (10/02)
- C. Project Streets. All public or private streets within the subdivision shall be constructed as required by the provisions of Section 2.302. (5/98)
- D. Monuments. Upon completion of street improvements, centerline monuments shall be established and protected in monument boxes at every street intersection and all points of curvature and points of tangency of street center lines. (5/98)
- E. Bench Marks. Elevation bench marks shall be set at intervals established by the City Engineer. The bench marks shall consist of a brass cap set in a curb or other immovable structure. (5/98)
- F. Surface Drainage and Storm Sewer System. Drainage facilities shall be provided within the subdivision and to connect the subdivision drainage to drainage-ways or to storm sewers outside the subdivision. Design of drainage within the subdivision shall take into account the capacity and grade necessary to maintain unrestricted flow from areas draining through the subdivision and

to allow extension of the system to serve such areas. Drainage shall be designed to avoid impacts on adjacent property. (5/98)

- G. Sanitary Sewers. Sanitary sewer shall be installed to serve the subdivision and to connect the subdivision to existing mains both on and off the property being subdivided. (5/98)

If the required sewer facilities will, without further sewer construction, directly serve property outside the subdivision, the City may recommend to the City Council construction as an assessment project with such arrangement with the subdivider as is equitable to assure financing his share of the construction and to provide for appropriate reimbursements of costs above those directly attributable to the subdivision. (5/98)

The City may require that the subdivider construct sewage lines of a size in excess of that necessary to adequately service the development in question, where such facilities are or will be necessary to serve the entire area within which the development is located when the area is ultimately developed. The City may also require that the construction take place as an assessment project with such arrangement with the subdivider as is desirable to assure his share of the construction. (5/98)

- H. Water System. Water lines with valves and Fire District approved fire hydrants serving the subdivision and connecting the subdivision to the City mains shall be installed and operating prior to start of combustible construction. The design shall take into account provisions for extension beyond the subdivision to adequately grid the City system and to serve the area within which the development is located when the area is ultimately developed. However, the developer will be responsible for water main sizes necessary to meet minimum fire flow requirements per Uniform Fire Code. The City will not expect the developer to pay for the extra pipe material cost of mains exceeding 8 inches in size. (5/98)

- I Sidewalks. Sidewalks shall be installed along both sides of each public street and in any pedestrian ways within the subdivision. The City may defer sidewalk construction until the dwellings or structures fronting the sidewalk are constructed. Any required off-site sidewalks (e.g. pedestrian walkways) or sidewalks fronting public property shall not be deferred. (5/98)

- J. Street Lights. The installation of street lights is required at locations and of a type required by City standards. (5/98)

- K. **Street Signs.** The installation of street name signs and traffic control signs is required at locations determined to be appropriate by the city and shall be of a type required by City standards. Each street sign shall display the one hundred block range. Street signs shall be installed prior to obtaining building permits. (5/98)
- L. **Public Works Requirements.** All facility improvements shall conform to the requirements and specifications of the Keizer Department of Public Works. (5/98)
- M. **Curb Cuts.** Curb cuts and driveway installations, excluding common drives, are not required of the subdivider, but if installed, shall be according to the City standards. (5/98)
- N. **Street Trees.** Street tree planting is mandatory where a planting strip is part of the street design. Plantings shall conform to Section 2.302.03(M). (5/98)
- O. **Grading & Fills.** All grading which results in fills in excess of 3 feet located within the identified building envelope on a subdivision lot or parcel must be engineered. (5/98)
- P. **Financial Requirements.** All improvements required under this Section shall be completed to City standards or assured through a performance bond or other instrument acceptable to the City Attorney, prior to the approval of the Final Plat of the subdivision. (5/98)

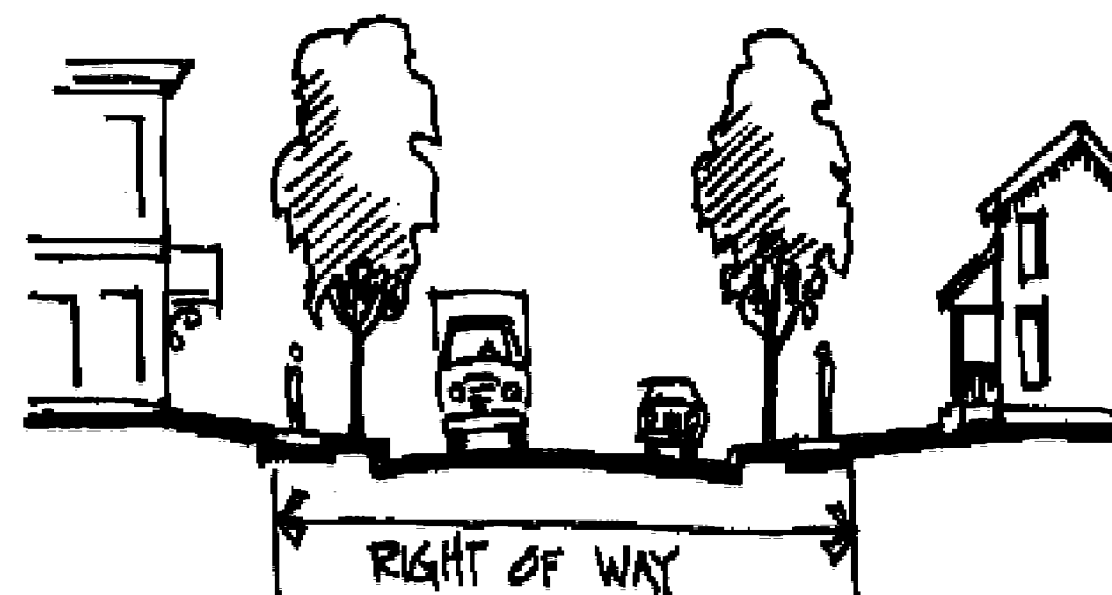


Figure s PAGEREF
_Toc168104 \h – Street Tree
Plantings

2.310.07 Improvement Procedures

In addition to other requirements, improvements installed by a developer for any land division, either as a requirement of these regulations or at his own option, shall conform to the requirements of this Ordinance and improvement standards and specifications adopted by the City, and shall be installed in accordance with the following procedure: (5/98)

- A. **Plan Review.** Improvement work shall not commence until plans have been checked for adequacy and approved by the City. Plans shall be prepared in accordance with requirements of the City. (5/98)

- B. Notification. Improvement work shall not commence until the City has been notified in advance; and, if work has been discontinued for any reason, it shall not be resumed until the City has been notified. (5/98)
- C. Inspection. Improvements shall be constructed under the inspection and to the satisfaction of the City Engineer and the Director of Public Works. The City may require changes in typical sections and details in the public interest, if unusual conditions arise during construction to warrant the change. (5/98)
- D. Underground Facilities. All underground utilities, sanitary sewers, and storm drains installed in streets by the developer shall be constructed prior to the surfacing of the streets. Stubs for service connections for underground utilities and sanitary sewers shall be placed to a length eliminating the necessity for disturbing the street improvements when service connections are made. (5/98)
- E. Final Engineering Plans. Upon completion of the public improvements and prior to final acceptance of the improvements by the City, the developer shall provide certified as-built drawings of all public utility improvements to the City. As-built conditions and information shall be reflected on one set of Mylar base as-built drawings. The as-built drawings shall be submitted to the City Engineer by the Developer's engineer. (5/98)

2.312 YARD AND LOT STANDARDS

2.312.01 Lot Coverage, Generally

Specific standards for lot size or area, for lot dimensions, and for lot coverage are set forth in the applicable zone. Where a standard for lot coverage is expressed as a percentage, such standard means the percentage of total lot area covered by buildings and by roofed but unenclosed structures, whether or not attached to buildings. Covered structures less than five feet in height and having less than 20 square feet of gross floor area (such as pet shelters, play houses, etc.) shall not be included in calculating lot coverage. (5/98)

2.312.02 Yards and Yard Area, Generally

- A. Yards Apply Only to One Building. No required yard or other open space or required driveway provided around or for any building or structure for the purpose of complying with the provisions of this Ordinance shall be considered as providing a yard or open space for any other building, nor shall any yard or other required space on an adjoining lot be considered as providing a yard or open space on the lot whereon the building is to be erected. (5/98)
- B. Yards to be Unobstructed. A "required yard" is the minimum required setback area between a structure or manufactured dwelling and a lot line, whether or not additional open space is actually provided between the structure and the lot line. Every required yard or setback area shall be open and unobstructed by buildings, or structures from the ground to the sky except for those exceptions permitted in this Section. (07/06)

2.312.03 Separation of Lot or Yard Areas

- A. Reduction in Lot Area. Except as provided in 2.312.03.C., no portion of a lot necessary to provide the required area per dwelling unit shall be separated in ownership from the portion of the lot on which the building containing the dwelling units is located. (07/06)
- B. Separation of Required Yards. Except as provided in 2.312.03.C., no required yard or other open space around an existing building shall be separated in ownership from the lot upon which the building is located. (07/06)
- C. Exceptions. In a planned unit development building setbacks and yard areas, open space, and other areas without buildings established pursuant to the standards and the requirements of this Ordinance may be part of a lot containing a dwelling if the area is not common area or other area required to be located within a lot owned by the homeowner's association. (5/98)

2.312.04 Special Street Setbacks

- A. Purpose. The special setbacks in this section are based upon the functional classification of streets and roads as described in the comprehensive plan. The purpose of these special setbacks is to allow for the expansion or improvement of streets and roads in order to safely accommodate vehicular or pedestrian traffic. The special setback shall be measured from the centerline of the street right-of-way are as noted in 2.312.04.D. (07/06)
- B. Setback Requirements. Required yards and setbacks adjacent to a street shall be in addition to the special setbacks required by this Section. These setback distances shall be measured at right angles to the centerline of the established right-of-way. (5/98)
- C. Special Provisions. Except as provided herein structures and paved surfaces shall not be located within the special setbacks specified in 2.312.04.D, below. Any portion of a structure lawfully established within a special street setback prior to adoption of this ordinance shall be considered a nonconforming structure. (5/98)
- D. Special setback requirements: (5/98)

FUNCTIONAL CLASSIFICATION	SPECIAL SETBACK
Major Arterial	36 feet
Minor Arterial	34 feet
Collector	34 feet
Local Street III*	24 feet
Local Street II*	23 feet
Local Street I*	22 feet
Cul-de-Sac	See equivalent Local Street requirement

* See functional classification in Section 2.302.04

2.312.05 No Parking in Front Yard, Yards Adjacent to a Street

Moved to 2.303.04

2.312.06 Front Yard Projections

- A. Building Features. Cornices, eaves, gutters and fire escapes when not prohibited by any other code or ordinance, may project into a required front yard not more than two feet. (07/06)

- B. Architectural Features. Chimneys, flues, belt courses, leaders, sills, pilasters, lintels and ornamental features, window projects and catilevered second story portion of a building may project not more than two feet into a required front yard. (07/06)
- C. Decks and Patios. Uncovered porches and covered but unenclosed porches, or awnings that are not more than one story high may extend ten feet into the front yard setback. (07/06)

2.312.07 Side Yard Projections

- A. Building Features. Cornices, eaves, gutters and fire escapes when not prohibited by any other code or ordinance, may project into a required side yard not more than one-third of the width of the side yard, nor more than four feet in any case. (07/06)
- B. Architectural Features. Chimneys, flues, belt courses, leaders, sills, pilasters, lintels and ornamental features may project not more than one and one-half feet into a required side yard, provided, however, chimneys and flues shall not exceed six feet in width. (5/98)
- C. Decks and Patios. Uncovered decks and patios attached to the main building when measured directly beneath the outside edge of the deck or patio may be extended to the side yard property line when they are three feet or less in height from ground level. (5/98)

2.312.08 Rear Yard Projections

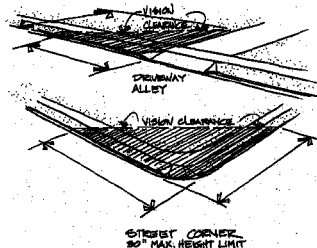
- A. Building Features. A fire escape, outside stairway, cornice, eaves, gutters or other unenclosed, unroofed projections may project not more than 5 feet into a required rear yard. (07/06)
- B. Architectural Features. Chimneys, flues, belt courses, leaders, sills, pilasters, lintels, gutters, other ornamental features, window projection, and catileverd second story portion of the building, may project not more than two feet into a required rear yard, provided, however, chimneys and flues shall not exceed six feet in width. (5/98)
- C. Steps, Porches, Decks and Patios. Planter boxes, steps, decks, patios, uncovered porches, and covered but unenclosed porches including covered patios, which are not more than 30 inches above grade, are exempt from the minimum rear yard depth requirements. These same features that are more than 30 inches above grade may encroach up to a maximum of ten feet into the rear yard setback area. (07/06)

2.312.09 Vision Clearance

A vision clearance area shall be maintained where roadways, including streets, alleys, and private points of access, intersect except where the intersection is controlled by a traffic signal. The vision clearance area shall conform to the following unless it is determined by the Keizer Traffic Engineer that other methods may be more feasible: (07/06)

- A. Generally, A vision clearance area is a triangular area at the intersection of two streets, or a street and a driveway, two sides of which are lines measured from the corner intersection for a specific distance. The third side of the triangle is a line across the corner of the lot joining the ends of the other two sides. Where the lines at the intersections have rounded corners the lines will be extended in a straight line to a point of intersection. The vision clearance area shall be measured from the face of the curb, and extend at right angles the designated distance in both directions along the intersection. Where there is no curb, the vision clearance area shall be measured from the edge of the pavement and extend at right angles for the appropriate distance in both directions along the intersection. (5/98)

- B. Street-Driveway Intersection. A vision clearance area at the intersection of a street and a driveway shall be the triangular area established according to the following procedure: (5/98)



Vision Clearance Areas

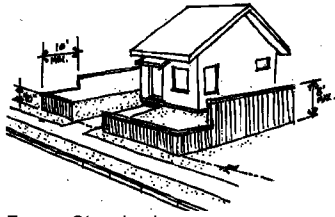
1. A line extending ten feet from the intersection along the public street right-of-way; (5/98)
 2. A line extending ten feet from the intersection along the driveway; (5/98)
 3. A third line that creates the triangular vision clearance area by connecting the ends of the lines described in (1) and (2), above. (07/06)
- C. Street-Street Intersections, including intersections with and without major traffic controls, street-access easement, and street-alley intersections. The vision clearance area for street-street intersections without traffic signals or without stop signs on all approach legs shall be computed as above but with legs of 30 feet in each direction. (07/06)
- D. Prohibited Development. A vision clearance area shall contain no planting, fence, wall, structure, or temporary or permanent obstruction exceeding 30 inches in height, measured from the top of the curb or, where no curb exist,

from the established street centerline grade, except that the following may be allowed in the vision clearance area: (07/06)

1. Trees, provided all branches and foliage are removed to a height of seven feet above grade; (5/98)
2. Telephone, power, and cable television poles; and
3. Telephone switch boxes provided they are less than ten inches wide at the widest dimension. (5/98)

2.312.10 Fences, Walls and Hedges

A. Residential, Public and Semi-Public Uses

1. Height, location: Fences, walls and hedges may be located in any required yard or along the edge of any yard, subject to the maintenance of any vision clearance area identified in Section 2.312.09. Fences and walls shall not exceed a height of three and one-half feet within ten feet of any property line adjacent to the street. A sight obscuring fence that is placed in the rear yard or side yard may encroach within this 10 foot setback area but shall be placed no closer than 3 feet to the property line along a street and may exceed the three and one-half feet height restriction. In a yard along an arterial street a 6 foot high fence may be located within this setback area provided that it is located no closer than 3 feet from the property line along the street; no greater than 4 feet of the fence is sight obscuring and the top 2 feet consists of wrought iron or the architectural equivalent. A fence, or wall, may not exceed eight feet in height. A fence or wall over six feet in height will require a building permit. (07/06)
- 
- The diagram shows a house with a gabled roof and a chimney. A fence runs along the front and side of the property. A street is shown in the foreground. A dimension line indicates a 10-foot setback from the street to the fence. The fence is labeled 'Fence Standards'.

2. Construction material: Fences or walls constructed of the following materials, including, but not limited to barbed wire, electric fencing, broken glass, wooden pallets, tarps, corrugated metal, and spikes shall generally be prohibited. Agricultural uses may utilize electric and barbed wire fencing. (07/06)
3. An entrance wall or gate to a subdivision, planned unit development or other residential development shall be permitted provided the wall or gate does not exceed six feet in height nor violate provisions of the vision clearance area. (5/98)

B. Commercial and Industrial Uses

1. Height, location: Fences, walls and hedges may be located in any required yard or along the edge of any yard, subject to the maintenance of clear-vision area. A fence or wall may not exceed 12 feet in height. A fence or wall over six feet in height will require a building permit. (07/06)
2. Construction material: A conditional use shall be required for an electrical or barbed wire fence in the CM zone. Electric and barbed wire fencing shall be permitted in the IG and AI zones. Barbed wire fencing shall be angled inward. (07/06)

CITY COUNCIL MEETING: May 21, 2007

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: *REVISING THE PURPOSE OR CHARGE OF THE LIBRARY TASK FORCE*

The Library Task Force has been in place for about three years and its purpose has evolved over time. The purpose of the Task Force as currently outlined is as follows:

“Purpose: To work to develop a 21st century library package that is acceptable to both the City of Keizer and the Chemeketa Cooperative Regional Library Service and secure admittance into Chemeketa Cooperative Regional Library Service as a full member with all rights and privileges.”

At this time, though eventual CCRLS membership may be appropriate, the Task Force is moving towards discovering what type of library services the citizens want via survey and moving forward with recommendations in a general sense to the Council. Therefore, the Library Task Force has requested that the Council revise the purpose of the Library Task Force.

RECOMMENDATION:

Adopt the attached resolution modifying the purpose of the Library Task Force.

Please let me know if you have any questions. Thank you.

ESJ/tmh
attachments

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2007-_____

REVISING THE PURPOSE OF THE LIBRARY TASK
FORCE (**AMENDING RESOLUTION R2004-1467**)

WHEREAS, the City Council adopted Resolution R2004-1467 establishing the City
of Keizer Library Task Force on March 15, 2004;

WHEREAS, the purpose of the Library Task Force has changed and evolved over
time;

WHEREAS, the City Council finds it necessary and appropriate to amend the above
referenced resolution to revise and restate the Purpose of the Library Task Force;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the purpose of the
Library Task Force is revised and amended as set forth below:

“Purpose: With the assistance of a consultant, devise, conduct, and
complete a survey of city residents, analyze the data, and present to the
City Council an outline of the result and a recommendation on future
library direction.”

BE IT FURTHER RESOLVED that Resolution R2004-1467 is hereby
amended as set forth herein.

PASSED this _____ day of _____, 2007.

SIGNED this _____ day of _____, 2007.

Mayor

City Recorder

CITY COUNCIL MEETING: May 21, 2007

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: CITY OF KEIZER/GROUP MACKENZIE ARCHITECT CONTRACT

With the assistance of the City Manager and the Civic Center Project Manager, Tom Wood, our office has been working with Group MacKenzie on the contract between the parties for architect services. Such contract is attached to the Resolution authorizing City Manager to sign.

RECOMMENDATION:

Adopt the attached Resolution Authorizing the City Manager to Sign the Contract for Architect Services for the Civic Center.

Please let me know if you have any questions in this regard. Thank you.

ESJ/tmh
attachment

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2007-_____

AUTHORIZING CITY MANAGER TO SIGN CONTRACT
WITH GROUP MACKENZIE FOR ARCHITECT
SERVICES FOR THE NEW CIVIC CENTER

WHEREAS, City staff have been negotiating a contract with the architectural firm of
Group MacKenzie to design and manage the construction of a new Civic Center/Police Station;

WHEREAS, the proposed Contract is attached as Exhibit "A";

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is
authorized to sign the attached Contract and take any and all appropriate action anticipated
under such Contract.

PASSED this _____ day of _____, 2007.

SIGNED this _____ day of _____, 2007.

Mayor

City Recorder

AIA® Document B141™ – 1997 Part 1

Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION**
- 1.2 RESPONSIBILITIES OF THE PARTIES**
- 1.3 TERMS AND CONDITIONS**
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS**
- 1.5 COMPENSATION**

AGREEMENT made as of the ninth day of November in the year Two
Thousand Six.

(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

City of Keizer
930 Chemawa Road NE
Keizer, OR 97307-1000

Tel: 503-390-3700
Fax: 503-393-9437

and the Architect:
(Name, address and other information)

Group Mackenzie
0690 S.W. Bancroft Street
P.O. Box 69039
Portland, OR 97239-0039

Tel: 503-224-9560
Fax: 503-228-1285

For the following Project:
(Include detailed description of Project)

Group Mackenzie Project #2060403.00
Keizer City Hall and Police, as described in Attachment A.

The Owner and Architect agree as follows:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or goals.)

| See Attachment A.

§ 1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

| See Attachment A.

§ 1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

| See Attachment A.

§ 1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

| NE Section 02 T7S RSW WM

| Tax Lot 1201, 1300, 1400, 1500, 1600, 2000, 2100, 2200, 2300, 2500, 2601, and 2700

§ 1.1.2.5 The financial parameters are as follows.

- | .1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:
\$13,500,000.

§ 1.1.2.6 The time parameters are:

(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

| See Attachment B.

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:

(Identify method such as competitive bid, negotiated contract, or construction management.)

| Competitive bid.

§ 1.1.2.8 Other parameters are:

(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

| See Attachment A.

§ 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:

(List name, address and other information.)

| Chris Eppley
930 Chemawa Road NE
Keizer, OR 97307-1000

Init.

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

Construction Manager – To be determined

§ 1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

N/A

§ 1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

Group Mackenzie
Contact: Jeff Rhys Humphreys, Project Architect
0690 SW Bancroft Street
Portland, OR 97239

§ 1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

Interface Engineering - Mechanical, Electrical, Plumbing and Fire Protection Engineering
708 SW 3rd Ave Suite 400
Portland, OR 97204
Phone: 503-382-2266
Fax: 503-382-2262

Rider Hunt Levett & Bailey - Cost Estimating



§ 1.1.4 Other important initial information is:

N/A

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement as modified by the parties hereto, or as follows:

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

Init.

§ 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would compromise the Architect's professional judgment with respect to this Project.

§ 1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information. See Article 1, Attachment C.

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect, or included as a design-build element in 2.2.1.4.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, permits, system development charges, insurance and bonding for Owner's consultants and agents, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 1.3.1.4 The Cost of the Work shall be determined and provided by the Contractor or other Owner's Representative.

§ 1.3.2 INSTRUMENTS OF SERVICE

§ 1.3.2.1 The Owner shall retain all common law, statutory and other reserved rights, including the copyright, in the Drawings, Specifications, and other documents prepared by the Architect and its consultants for the Project (collectively "Design Documents"), and in the Work constructed pursuant thereto, and the Architect hereby assigns such rights to the Owner. The Architect shall be permitted to retain copies, including computer files and other reproducible copies, of the Design Documents for information and reference in connection with the Owner's use and occupancy of the Project, and for the Architect's marketing and publicity. The Design Documents may be used by the Owner, or by others for the benefit of the Owner, for repair, maintenance or renovation of this Project, for additions to this Project or for rebuilding or completion of this Project by others, provided that in the event of such use without the Architect's involvement the Owner shall indemnify and hold harmless the Architect for claims or liabilities arising out of such use.

(Paragraphs deleted)

§ 1.3.2.4 See Article 3, Attachment C.

§ 1.3.3 CHANGE IN SERVICES

§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

§ 1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
- .3 decisions of the Owner not rendered in a timely manner;
- .4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- .5 failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
- .7 change in the information contained in Article 1.1.

§ 1.3.4 MEDIATION

§ 1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

§ 1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 1.3.5 ARBITRATION

§ 1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 1.3.4.

§ 1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

§ 1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

§ 1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner agree that consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement will be limited to a maximum occurrence of \$1 million. This is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

§ 1.3.7 MISCELLANEOUS PROVISIONS

§ 1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Section 1.4.2.

§ 1.3.7.2 Terms in this Agreement shall have the same meaning as those in the General Conditions of the Contract for Construction, current as of the date of this Agreement, as modified by the parties hereto. It is agreed that the General Conditions for this project will include the modifications in Attachment D. Any other modifications must be agreed to by the Architect, whose agreement may not be unreasonably withheld. See Attachment D for language.

§ 1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of General Conditions of the Contract for Construction, current as of the date of this Agreement, as modified by the parties hereto in Attachment D. The Owner or the Architect, as appropriate, shall require of the General Contractor and their employees, similar waivers in favor of the other parties enumerated herein.

§ 1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and

obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 1.3.8 TERMINATION OR SUSPENSION

§ 1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedule shall be adjusted as mutually agreed in writing.

§ 1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedule shall be adjusted as mutually agreed in writing.

§ 1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 1.3.8.7.

§ 1.3.8.7 Termination Expenses are in addition to compensation for the services of the Architect and reasonable out-of-pocket expenses directly attributable to the termination for which the Architect is not otherwise compensated.

§ 1.3.9 PAYMENTS TO THE ARCHITECT

§ 1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

§ 1.3.9.2 Reimbursable Expenses are included in the compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in *(Paragraphs deleted)* Attachment A.

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:

(List other documents, if any, delineating Architect's scope of services.)

§ 1.4.1.3 Other documents as follows:

(List other documents, if any, forming part of the Agreement.)

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

See Attachment C.

ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

Fee will be hourly not to exceed \$1,147,205 _____, billed monthly based on services complete.

§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted.

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

Fees will either be established as an agreed fixed fee. If the parties are unable to agree to such fee, then the Architect's current hourly rates will apply.

(Paragraphs deleted)

§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

§ 1.5.7 An initial payment of zero (\$ ---0---) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§ 1.5.8 Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

1.5% per month. Payments received on this account will be first applied to service charge and then to balance of fees.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

Init.

§ 1.5.9 If the services covered by this Agreement have not been completed within twenty-six (26) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.

This Agreement entered into as of the day and year first written above.

OWNER

GROUP MACKENZIE

ARCHITECT

(Signature)

(Signature)

Jeffrey P. Reaves, AIA

President

(Printed name and title)

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document B141™ – 1997 Part 1

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:17:08 on 04/12/2007.

PAGE 1

AGREEMENT made as of the ninth day of November in the year Two Thousand Six.

...

(Name, address and other information)

City of Keizer
930 Chemawa Road NE
Keizer, OR 97307-1000

Tel: 503-390-3700
Fax: 503-393-9437

...

(Name, address and other information)

Group Mackenzie
0690 S.W. Bancroft Street
P.O. Box 69039
Portland, OR 97239-0039

Tel: 503-224-9560
Fax: 503-228-1285

...

Group Mackenzie Project #2060403.00
Keizer City Hall and Police as described in Attachment A.

PAGE 2

See Attachment A.

...

See Attachment A.

...

See Attachment A.

...

NE Section 02 T7S RSW WM

Tax Lot 1201, 1300, 1400, 1500, 1600, 2000, 2100, 2200, 2300, 2500, 2601, and 2700

- ...
- .1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:
- .2 ~~Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:~~
\$13,500,000.

...

See Attachment B.

...

Competitive bid.

...

See Attachment A.

...

Chris Eppley
930 Chemawa Road NE
Keizer, OR 97307-1000

PAGE 3

Construction Manager - To be determined

...

N/A

...

Group Mackenzie
Contact: Jeff Rhys Humphreys, Project Architect
0690 SW Bancroft Street
Portland, OR 97239

...

Interface Engineering - Mechanical, Electrical, Plumbing and Fire Protection Engineering
708 SW 3rd Ave Suite 400
Portland, OR 97204
Phone: 503-382-2266
Fax: 503-382-2262

Rider Hunt Levett & Bailey - Cost Estimating



N/A

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, Agreement as modified by the parties hereto, or as follows:

PAGE 4

§ 1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

PAGE 5

§ 1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information. See Article 1, Attachment C.

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect, Architect, or included as a design-build element in 2.2.1.4.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, permits, system development charges, insurance and bonding for Owner's consultants and agents, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 1.3.1.4 The Cost of the Work shall be determined and provided by the Contractor or other Owner's Representative.

§ 1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Owner shall retain all common law, statutory and other reserved rights, including the copyright, in the Drawings, Specifications, and other documents prepared by the Architect and its consultants for the Project (collectively "Design Documents"), and in the Work constructed pursuant thereto, and the Architect hereby assigns such rights to the Owner. The Architect shall be permitted to retain copies, including computer files and other reproducible copies, of the Design Documents for information and reference in connection with the Owner's use and occupancy of the Project, and for the Architect's marketing and publicity. The Design Documents may be used by the Owner, or by others for the benefit of the Owner, for repair, maintenance or renovation of this Project, for additions to this Project or for rebuilding or completion of this Project by others, provided that in the event of such use without the Architect's involvement the Owner shall indemnify and hold harmless the Architect for claims or liabilities arising out of such use.

§ 1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent

with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 1.3.2.3 Except for the licenses granted in Section 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement. See Article 3, Attachment C.

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The Architect and the Owner waive agree that consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver Agreement will be limited to a maximum occurrence of \$1 million. This is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

...

§ 1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, this Agreement, as modified by the parties hereto. It is agreed that the General Conditions for this project will include the modifications in Attachment D. Any other modifications must be agreed to by the Architect, whose agreement may not be unreasonably withheld. See Attachment D for language.

...

§ 1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Agreement, as modified by the parties hereto in Attachment D. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them General Contractor and their employees, similar waivers in favor of the other parties enumerated herein.

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§ 1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for

suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time ~~schedules shall be equitably adjusted~~ schedule shall be adjusted as mutually agreed in writing.

§ 1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time ~~schedules shall be equitably adjusted~~ schedule shall be adjusted as mutually agreed in writing.

...

§ 1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include Architect and reasonable out-of-pocket expenses directly attributable to the termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect compensated.

...

§ 1.3.9.2 Reimbursable Expenses are ~~in addition to included in the~~ compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- ~~1~~ — transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- ~~2~~ — fees paid for securing approval of authorities having jurisdiction over the Project;
- ~~3~~ — reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- ~~4~~ — expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- ~~5~~ — renderings, models and mock-ups requested by the Owner;
- ~~6~~ — expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- ~~7~~ — reimbursable expenses as designated in Section 1.5.5;
- ~~8~~ — other similar direct Project-related expenditures. Attachment A.

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See Attachment C.

...

Fee will be hourly, not to exceed \$1,147,205, billed monthly based on services complete.

§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. ~~Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner.~~

Fees will either be established as an agreed fixed fee. If the parties are unable to agree to such fee, then the Architect's current hourly rates will apply.

~~§ 1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of () times the amounts billed to the Architect for such services.~~

~~§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of () times the expenses incurred by the Architect, and the Architect's employees and consultants.~~

~~§ 1.5.5 Other Reimbursable Expenses, if any, are as follows:~~

~~§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.~~

~~§ 1.5.7 An initial payment of zero (\$ --0--) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.~~

~~§ 1.5.8 Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

...

1.5% per month. Payments received on this account will be first applied to service charge and then to balance of fees.

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~~§ 1.5.9 If the services covered by this Agreement have not been completed within twenty-six (26) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.~~

...

OWNER

GROUP MACKENZIE

ARCHITECT

...

Jeffrey P. Reaves, AIA
President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jeff Humphreys, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:17:08 on 04/12/2007 under Order No. 1000273204_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B141™ – 1997 Part 1 - Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document B141™ – 1997 Part 2

Standard Form of Architect's Services: Design and Contract Administration

TABLE OF ARTICLES

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- 26 CONTRACT ADMINISTRATION SERVICES
- 27 FACILITY OPERATION SERVICES
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- 29 MODIFICATIONS

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

§ 2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue meeting minutes. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect.

§ 2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

§ 2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

§ 2.1.5 The Architect shall submit design documents to the Owner at intervals defined in Attachment B for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Int.

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User Notes:

(4250034571)

§ 2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

§ 2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 2.1.7.2 Evaluations of the Owner's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 2.1.7.3 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

§ 2.1.7.4 If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 2.1.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Section 1.3.8.5; or
4. cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

§ 2.1.7.6 If the Owner chooses to proceed under Section 2.1.7.5.4, the Architect, as a change in service, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under this Section 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed to date, whether or not construction is commenced.

ARTICLE 2.2 SUPPORTING SERVICES

§ 2.2.1 Unless specifically designated in Section 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.

§ 2.2.1.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

§ 2.2.1.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site, wetlands and other environmental zones; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public

and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 2.2.1.4 The Owner, through its contractor, shall provide design and construction of any design-build elements identified during the design process or included in the Contract Documents.

(Paragraphs deleted)

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

§ 2.3.1 The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project.

§ 2.3.2 The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

(Paragraphs deleted)

ARTICLE 2.4 DESIGN SERVICES

§ 2.4.1 The Architect's design services shall include normal structural, on-site civil, mechanical and electrical engineering services and those outlined in Section 2.8.3.

§ 2.4.2 SCHEMATIC DESIGN DOCUMENTS

§ 2.4.2.1 The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.4.3 DESIGN DEVELOPMENT DOCUMENTS

§ 2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations and typical construction details. The Design Development Documents shall include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 2.4.4 CONSTRUCTION DOCUMENTS

§ 2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

§ 2.4.4.2 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

§ 2.5.1 The Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.

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§ 2.5.2 The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

§ 2.5.3 The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

§ 2.5.4 COMPETITIVE BIDDING

§ 2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 2.5.4.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

§ 2.5.4.3 If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

§ 2.5.4.4 The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.5.4.5 The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.

§ 2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

§ 2.5.4.7 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

(Paragraphs deleted)

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

§ 2.6.1 GENERAL ADMINISTRATION

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, as modified by the parties hereto. See Attachment D. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 2.6.1.2 The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Section 2.8.2 when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.

§ 2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect.

§ 2.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement

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that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

§ 2.6.1.6 If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

§ 2.6.1.7 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.1.8 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

§ 2.6.1.9 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 2.8, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 2.6.2.2 The Architect shall report to the Owner known deviations from the Contract Documents. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.2.4 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 2.6.2.5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 26.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

§ 26.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 26.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 26.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

§ 26.4 SUBMITTALS

§ 26.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated in writing by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 26.4.2 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 26.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 26.5 CHANGES IN THE WORK

§ 26.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 2.8.2.

§ 26.5.2 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of

the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§ 26.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 26.5.4 The Architect shall maintain records relative to changes in the Work.

§ 26.6 PROJECT COMPLETION

§ 26.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 26.6.2 The Architect's inspection shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 26.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

§ 26.6.4 The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

(Paragraphs deleted)

ARTICLE 28 SCHEDULE OF SERVICES

§ 28.1 Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1** up to two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
- .2** up to two visits per month to the site by the Architect over the duration of the Project during construction.
- .3** up to two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .4** up to one (1) inspections for any portion of the Work to determine final completion.
- .5** up to three (3) structural observations to meet the requirements of the jurisdiction.

§ 28.2 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1** review of a Contractor's submittal out of sequence from or segregated in any manner other than that shown in the submittal schedule agreed to by the Architect;
- .2** responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3** Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;
- .4** providing consultation concerning replacement of Work resulting from fire or other cause during construction;

- .5 evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;
- .6 evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom;
- .7 preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; or
- .8 Contract Administration Services provided 60 days after the date of Substantial Completion of the Work.

§2.8.3 The Architect shall furnish or provide the following services only if specifically designated:

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.1 Programming	Architect	
.2 Land Survey Services	Owner	
.3 Geotechnical Services	Architect	
.4 Space Schematics/Flow Diagrams	Architect	
.5 Existing Facilities Surveys	Owner	
.6 Economic Feasibility Studies	Not Provided	
.7 Site Analysis and Selection	Not Provided (see .23)	
.8 Environmental Studies and Reports	Owner	
.9 Owner Supplied Data Coordination	Owner	
.10 Schedule Development and Monitoring	Architect	
.11 Civil Design	Architect	
.12 Landscape Design	Architect	
.13 Interior Design	Architect	
.14 Special Bidding or Negotiation	Not Provided (see .24)	
.15 Value Analysis	Not Provided (see .25)	
.16 Detailed Cost Estimating	Architect	
.17 On-Site Project Representation	Not Provided	
.18 Construction Management	Not Provided	
.19 Start-up Assistance	Not Provided	
.20 Record Drawings	Architect	As-Built
.21 Post-Contract Evaluation	Architect	1 year warranty follow up
.22 Tenant Related Services	Not Provided	
.23 Site Analysis	Architect	
.24 Bidding or Negotiation	Architect	
.25 Life Cycle Cost	Not Provided	

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Description of Services.

(Insert descriptions of the services designated.)

ARTICLE 2.9 MODIFICATIONS

§ 2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

Init.

See Attachment C.

By its execution, this Standard Form of Architect's Services: Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA Document B141-1997, that was entered into by the parties as of the date:

OWNER

(Signature)

(Printed name and title)

**GROUP MACKENZIE
ARCHITECT**

(Signature)

Jeffrey P. Reaves, AIA
President

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document B141™ – 1997 Part 2

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:28:12 on 04/12/2007.

PAGE 1

§ 2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports, meeting minutes. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work. Architect.

...

§ 2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process defined in Attachment B for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

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§ 2.1.7.6 If the Owner chooses to proceed under Section 2.1.7.5.4, the Architect, without additional compensation, as a change in service, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under this Section 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed to date, whether or not construction is commenced.

...

§ 2.2.1.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; site, wetlands and other environmental zones; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 2.2.1.4 The Owner, through its contractor, shall provide design and construction of any design-build elements identified during the design process or included in the Contract Documents.

§ 2.2.1.3 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground

corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

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§2.3.3 The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

§2.4.1 The Architect's design services shall include normal structural, ~~mechanical and electrical engineering services on-site civil, mechanical and electrical engineering services and those outlined in Section 2.8.3.~~

...

§2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts, elevations and typical construction details. The Design Development Documents shall include outline specifications that identify major materials and systems and establish in general their quality levels.

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§2.5.5 NEGOTIATED PROPOSALS

§2.5.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§2.5.5.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

§2.5.5.3 If requested by the Owner, the Architect shall organize and participate in selection interviews with prospective contractors.

§2.5.5.4 The Architect shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§2.5.5.5 If requested by the Owner, the Architect shall assist the Owner during negotiations with prospective contractors. The Architect shall subsequently prepare a summary report of the negotiation results, as directed by the Owner.

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

...

§2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, ~~Agreement, as modified by the parties hereto. See Attachment D.~~ Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

...

§ 2.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld. Architect.

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§ 2.6.2.2 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. Documents. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

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§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

...

§ 2.6.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated in writing by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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ARTICLE 2.7 FACILITY OPERATION SERVICES

§ 2.7.1 The Architect shall meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

§ 2.7.2 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner.

ARTICLE 2.8 SCHEDULE OF SERVICES

- .1 up to two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.

- .2 up to ~~()~~ two visits per month to the site by the Architect over the duration of the Project during construction.
- .3 up to two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .4 up to one (1) inspections for any portion of the Work to determine final completion.
- .5 up to three (3) structural observations to meet the requirements of the jurisdiction.

- .1 review of a Contractor's submittal out of sequence from or segregated in any manner other than that shown in the submittal schedule agreed to by the Architect;

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See Attachment C.

OWNER

**GROUP MACKENZIE
ARCHITECT**

Jeffrey P. Reaves, AIA
President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jeff Humphreys, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:28:12 on 04/12/2007 under Order No. 1000273204_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B141™ – 1997 Part 2 - Standard Form of Architect's Services: Design and Contract Administration, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

ATTACHMENT A
KEIZER CITY HALL & POLICE
SCOPE OF SERVICES

GENERAL

Group Mackenzie's base contract is for design services including architectural and interior design, landscape design, structural engineering, civil engineering and mechanical, electrical and plumbing (MEP) engineering.

PROJECT UNDERSTANDING

The project consists of a new City Hall with Council Chambers, Police functions and related on-site improvements at the 930 Chemawa Road NE site. The facility, with combined uses, is approximately 58,000 SF in size.

The existing City facilities are to continue to be used during the construction of the new facilities in order to prevent displacement of staff and City functions until the new structure(s) are ready to be occupied.

Programming Phase

During the Programming Phase, the Design Team will provide the services necessary to refine/establish the program, site-related limitations and requirements for the project. Some of the described services will be provided during this activity phase and some during other phases of project design. The services during this phase will consist of the following.

1. **Programming.** Services consisting of confirming and refining the program information already developed for the project, and identifying the space needs, sizes, interrelationships and special requirements for each area of the new facility. The refined program text information will be delivered in an 8-1/2" X 11" format and drawings may be 11" X 17" format for presentation and approval by the Owner.
2. **Site Development Planning.** Services consisting of preliminary site development planning services including, a building analysis, and a conceptual site development designs, based on: land utilization; structures placement; facilities development; movement systems, circulation and parking; utilities and project description; preliminary systems descriptions; code review; and Owner requirements.
3. **Architectural Space Planning.** Services consisting of space utilization needs and assessments in accordance with space standards and diagrams showing functional relationships of the various program areas of the project.
4. **On-Site Utility Studies.** Services consisting of establishing requirements and preparing initial designs for on-site utilities required for the project.
5. **Off-Site Utility Studies.** Services consisting of determination of requirements for connections to utilities.
6. **Project Schedule.** Services consisting of preparing a Critical Path Method design schedule for the project. The City's Construction Manager will utilize this information in preparation of an overall project schedule.

ATTACHMENT A

Schematic Design Phase

In the Schematic Design Phase, from the approved programming information, the Design Team will provide those services necessary to prepare schematic design documents consisting of drawings and other documents illustrating the general scope, scale and relationship of project components for approval by the Owner. Designs will be conceptual in character and based on program requirements provided by the Owner.

1. **Architectural Design / Documentation.** Services responding to program requirements and consisting of preparation of: Conceptual building plans; preliminary sections and elevations; development of approximate dimensions, areas and volumes.
 - a. Single-line drawings showing building layout, identifying the various major areas, core areas and their relationships.
 - b. Identification of all proposed finishes (includes all exterior surfaces, doors and windows).
2. **Structural Design / Documentation.** Services consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for: A primary structural system.
 - a. Structural systems layout with overall dimensions and floor elevations. Identification of structural system (pre-cast, structural steel with composite deck, structural steel with bar joists, etc.).
 - b. Identification of foundation requirements (fill requirements, piles, caissons, spread footings, etc.).
3. **Mechanical Design / Documentation.** Services consisting of consideration of materials, systems and equipment, and development of conceptual design solutions for: Energy source(s); energy conservation; heating and ventilating; air conditioning; plumbing; fire protection; general space requirements necessary to allow for installation and use.
 - a. Block heating, ventilating and cooling load calculations including skin versus internal loading.
 - b. Single-line drawings of all mechanical equipment spaces, duct chases and pipe chases.
 - c. Location of all major equipment in allocated spaces.
4. **Electrical Design / Documentation.** Services responding to program requirements and consisting of recommendations regarding basic electrical materials and systems, analyses, and development of conceptual design solutions for: Lighting; electrical; security and telecommunications systems.
 - a. Illumination plan showing estimated quantity of light from all sources and for all areas. Incorporate daylight strategies to minimize artificial lighting. Provide recommendations for types and quantities of fixtures to be used.
 - b. Major electrical equipment roughly scheduled indicating size and capacity.
 - c. Preliminary one-line electrical distribution diagrams with indications of final location of service entry, switchboards, motor control centers, panels, transformers and onsite power generator.
5. **Civil Design / Documentation.** Services consisting of consideration of materials and systems and development of conceptual design solutions for on-site utility systems.
6. **Landscape Architecture.** Services consisting of preparing an Illustrative Planting Board and an Illustrative Site Plan.
7. **Materials Research / Specifications.** Services consisting of: Identification of potential architectural materials, systems and equipment and their criteria and quality standards; investigation of availability and suitability of architectural materials, systems and equipment; coordination of similar activities of other disciplines.
8. **Architectural Space Planning.** Services prepared from the approved program will include space planning based on functional relationships, code requirements, finishes, and major equipment. The space planning will integrate with conceptual design solutions for architectural, structural, mechanical, electrical and equipment requirements, in order to establish an integrated design approach for a functional and coordinated building environment. The space plan will include the number and location of workstations and offices (but not furniture).

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9. **LEED / Sustainability Review.** Services consisting of evaluating credits obtainable through the LEED program. The deliverable for this service will be a matrix, noting total credits possible, credits being pursued and notes as applicable. This is being provided as a part of the expanded services.
10. **Project Schedule.** Services consisting of updating the Critical Path Method schedule as previously established.
11. **Construction Cost Estimate.** Services consisting of development of a probable construction cost range, +/- 20%, for the project based on the most recent Schematic Design documents (30% Pricing/Review set), current area, volume, or other unit costs, expected project contingencies, consistent with the Construction Cost Budget.
12. **Value Engineering.** Services consisting of leading a review team during the Schematic Design phase of the project. The Design Team's value engineering effort will include an analysis of the entire project.

Design Development Phase

In the Design Development Phase the Design Team will provide those services necessary to prepare from the approved Schematic Design documents, for approval by the Owner, the Design Development documents consisting of drawings and other documents to establish and describe the size and character of the entire project, including architectural, structural, mechanical and electrical and other systems, materials and such other elements as may be appropriate. Consideration will be given to availability of materials, equipment and labor, construction sequencing and scheduling, Owner's safety and maintenance requirements, sustainability and energy conservation.

The services during this phase will consist of the following.

1. **Architectural Design / Documentation.** Services consisting of continued development and expansion of the design to establish the scope, relationship, forms, size and appearance of the project through: Plans, sections and elevations and typical construction details such as:
 - a. Floor plans with final room locations including all openings.
 - b. Building sections showing coordination and relationship between components.
 - c. Wall sections showing final dimensional relationships, materials and component relationships.
 - d. Finish schedule identifying finish types.
 - e. Door and hardware schedule showing final quantity plus type and quality levels.
 - f. Site plan, including grading and drainage.
 - g. Preliminary development of details and large-scale drawings.
 - h. Outline specifications, in accordance with the CSI standards.
 - i. Reflected ceiling plan development.
 - j. Roof plan development.
2. **Structural Design / Documentation.** Services consisting of continued development of the specific structural system(s) in sufficient detail to establish: Basic structural system and dimensions; final structural design criteria and foundation design criteria through:
 - a. Plan drawings with all structural members located and sized.
 - b. Footing, beam, column and connection schedules.
 - c. Building elevations.
 - d. Outline specifications, in accordance with the CSI standards.
 - e. Foundation drawings.
3. **Mechanical Design / Documentation.** Services consisting of continued development and expansion of the design and development of outline specifications or materials lists to establish: Approximate equipment sizes and capabilities; preliminary equipment layouts; required space for equipment; required chases and clearances; visual impacts; energy conservation measures through:

ATTACHMENT A

- a. Heating and cooling load calculations and major duct or pipe runs sized to interface with structural elements.
 - b. Major mechanical equipment scheduled indicating size and capacity.
 - c. Ductwork and piping systems substantially located and sized.
 - d. Devices in ceiling located.
 - e. Outline specifications, in accordance with the CSI standards.
4. **Electrical Design / Documentation.** Services consisting of continued development and expansion of the design and development of outline specifications or materials lists to establish: Criteria for lighting, electrical, approximate sizes and capacities of major components; preliminary equipment layouts; required space for equipment; required chases and clearances.
- a. All power consuming equipment and load characteristics.
 - b. Total electrical load.
 - c. Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale in the space allocated.
 - d. Preliminary site lighting design.
 - e. Outline specifications, in accordance with the CSI standards.
 - f. Lighting, power, telecommunications and office automation devices and receptacles shown on the plan.
 - g. Light fixture schedule.
 - h. Interior electrical loads estimate for systems furniture, receptacles, lighting, food service equipment, and any other special use areas.
5. **Civil Design / Documentation.** Services consisting of continued development and expansion of the design and development of outline specifications or materials lists to establish the final scope and preliminary details for on-site engineering services such as:
- a. Site plan.
 - b. Grading plan.
 - c. Utility Plan.
 - d. Existing conditions plan/demolition plan (including phasing requirements).
 - e. Erosion control plan.
 - f. Site details.
6. **Landscape Architecture.** Services consisting of preparing planting plans based on the approved schematic design Illustrative Planting Board and an Illustrative Site Plan.
7. **Materials Research / Specifications.** Services consisting of activities for the development and preparation of outline specifications in a Project Manual describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the project.
8. **LEED / Sustainability Review.** Services consisting of re-evaluating credits obtainable through the LEED program and updating the matrix (established in Schematic Design), noting total credits possible, credits being pursued and notes as applicable. This is being provided as a part of the expanded services.
9. **Project Schedule.** Services consisting of reviewing and updating previously established schedule for the project.
10. **Construction Cost Estimate.** Services consisting of updating and refining the Schematic Design phase construction cost estimate for the Project, related to the Construction Cost Budget, and taking into consideration: Availability of materials and labor; Project delivery procedures; construction sequencing and scheduling; changes in scope of the Project; adjustments in quality standards. These Services will include a construction cost estimates for the Design Development phase documents (occurring at the 60% Pricing/Review set).

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11. **Value Engineering.** Services consisting of leading a review team during the Design Development phase of the project. The Design Team's value engineering effort will include an analysis of the entire project.

Construction Documents Phase

In the Construction Documents Phase the Design Team will provide those services necessary to prepare from the approved Design Development documents, Construction Documents consisting of drawings, specifications and other documents setting forth in detail the requirements for construction of the project, as well as the documents pertaining to bidding and contracting for the construction of the project.

1. **Architectural Design / Documentation.** Services consisting of preparation of architectural drawings based on approved Design Development documents setting forth in detail the architectural construction requirements for the project.
2. **Structural Design / Documentation.** Services consisting of preparation of structural engineering calculations; drawings and specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the project.
3. **Mechanical Design / Documentation.** Services consisting of preparation of mechanical engineering calculations, drawings and specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the project.
4. **Electrical Design / Documentation.** Services consisting of preparation of electrical engineering calculations, drawings and specification based on approved Design Development documents, setting forth in detail the electrical construction requirements for the project.
5. **Civil Design / Documentation.** Services consisting of preparation of civil engineering calculations, drawings and specifications based on approved Design Development documents, setting forth in detail the civil construction requirements.
6. **Landscape Architecture.** Services consisting of preparing Planting Plans and Details appropriate for bidding and construction, appropriate specification sections (including design build irrigation system specification) and Hardscape Plans and Details appropriate for bidding and construction (to include all enhanced pedestrian paving, stairs, ramps and site furniture).
7. **Materials Research / Specifications.** Services consisting of activities for the development and preparation of specifications in a Project Manual describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the project.
8. **LEED / Sustainability Review.** Services consisting of re-evaluating credits obtainable through the LEED program and updating the matrix, noting total credits possible, credits being pursued and notes as applicable. This is being provided as a part of the expanded services.
9. **Project Schedule.** Services consisting of reviewing and updating previously established design schedule for the project.
10. **Construction Cost Estimate.** Services consisting of updating and refining the Design Development phase construction cost estimate for the project. Completion of these Services will result in a construction cost estimate for the Construction Document phase documents (90% Pricing/Review set).

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Bidding/Permit Expediting Phase

In the Bidding Phase the Design Team, following the Owner's approval of the Construction Documents, will provide those services necessary for the Design Team to assist the Owner in obtaining bids and in awarding contracts for the work required for the full construction of the project. The services during this phase will consist of the following:

1. **Bidding Materials.** Services consisting of compiling, organizing and forwarding construction documents for bidding. The City will provide coordination including: reproduction; completeness review; distribution; distribution records; retrieval; receipt and return of bid documents.
2. **Addenda.** Services consisting of preparation for distribution by the Owner of addenda as supplementary drawings, specifications, instructions and notice(s) of changes in the bidding schedule and procedure.
3. **Bidding.** Services consisting of: Participation in pre-bid conferences; responses to questions from bidders and clarifications or interpretations of the Bidding Documents; attendance at bid opening and documentation.
4. **Analysis of Alternates / Substitutions.** Services consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by bidders either prior or subsequent to receipt of bids or proposals.
5. **Design Review.** Services consisting of preparing drawings and forwarding to Owner for inclusion in Owner prepared submittal for Design Review/ Land Use Approval.
6. **Permit Expediting.** Services consisting of preparing documentation for related building permits and the expediting of the approvals.

Construction Contract Administration Phase

In the Construction Contract Administration Phase the Design Team will provide those services necessary for the administration of the construction contract as set forth in the General Conditions and Supplementary General Conditions of the construction contract. The Construction Phase for the project will commence with the award of the Construction Contract to the contractor that will perform the work on the project, and will terminate when final completion is obtained and the project has been closed out. The services during this phase will consist of the following.

1. **Office: Construction Contract Administration.** Services consisting of: Processing of submittals, including receipt, review of, and appropriate action on shop drawings, product data, samples and other submittals required by the Construction Contract and all documents specifically incorporated by reference into the Construction Contract; distribution of submittals to Owner, and Design Team; maintenance of master file of submittals; related communications.
2. **Site: Construction Contract Administration.** The Design Team will receive and transmit information as a representative of the Owner during the construction of the project, and will advise and consult with the Owner. Instructions to the Contractor will be forwarded through the Design Team. The Design Team will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

The Design Team will visit the site at appropriate intervals, and upon special circumstances as requested by the Owner, to be familiar with the progress and quality of the work, and to determine if the work is generally proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Design Team will issue written field reports to the Owner.

The Design Team will take appropriate action upon the Contractor's submittals such as shop drawings, product data, and samples, for conformance with the design concept of the work, and with the Contract Documents.

ATTACHMENT A

The Design Team will conduct construction observations and reviews to determine "Substantial Completion" and "Final Completion"; and will receive and forward to the Owner written warranties and related documents required by the Contract Documents, assembled by the Contractor. The Design Team, with the Owner's concurrence, will prepare and certify a "Certificate of Substantial Completion" and a "Certificate of Final Payment" under the Construction Contract.

3. **Supplemental Documents.** Services consisting of: Preparation, reproduction and distribution of supplemental drawings, specifications and interpretation in response to requests for clarification by the Contractor or the Owner; forwarding Owner's instructions and providing guidance to the Contractor on the Owner's behalf relative to changed requirements and schedule revisions.
4. **Proposal Requests / Change Orders.** Services consisting of: Preparation, reproduction and distribution of drawings and specifications to describe work to be added, deleted or modified; review of proposals from Contractor for reasonableness of quantities and costs of labor and materials; review and recommendations relative to changes in time for substantial completion; review and recommendations relative to impact on the design; negotiations with Contractor on Owner's behalf relative to costs of work proposed to be added, deleted or modified; assisting in the preparation of appropriate modifications of the contract(s) for construction; coordination of communications, approvals, notifications and record keeping relative to changes in the work.
5. **Payment Review.** Services consisting of: Evaluating and certifying Applications for Payment and maintaining records.
6. **Project Closeout.** Services initiated upon notice from the Contractor that the work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of: A detailed inspection with the Owner's representative for conformity of the work to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected; determination of the amounts to be withheld until final completion; issuance of Certificates of Substantial Completion; inspection(s) upon notice by the Contractor that the work is ready for final inspection and acceptance; notification to Owner and Contractor of deficiencies found in follow-up inspection(s), if any; final inspection with the Owner's representative to verify final completion of the work; receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Owner against liens; issuance of Final Certificate(s) for Payment.

EXPANDED SERVICES

1. **LEED Documentation.** Services consisting of preparing required isometric charts, calculations, diagrams and executing LEED letters for Civil, Landscape Architecture, M/E/P (including lighting) for applicable LEED credits. This information will be provided to City's Construction Manager for development of LEED application and certification expediting.
2. **LEED Energy Modeling.** Services consisting of special analyses and computer modeling to design and document compliance with Energy & Atmosphere credit 1 – Optimize Energy Performance. It is anticipated that the building can be designed to perform at a 30%-50% energy savings (above a regular building design).
3. **M/E/P System Commissioning and Certification.** Services involving those activities directly related to the commissioning process. These services include development of commissioning design intent requirements for the electrical and mechanical building systems. The Commissioning Agent (CA) will review the project construction documents and provide recommendations to the team for review and implementation (to occur during schematic design, design development and construction document phases). The CA will evaluate documents such as balance and testing reports, and will coordinate with the Contractor in directing the implementation of any needed corrections of the Construction Contract work.

ATTACHMENT A

4. **Low Voltage Security, Data, Phone System Design and AV Coordination.** Services consisting of the design, layout, specification and document development of a low voltage data, AV, phone and security system, identifying and locating required devices utilizing City's authorized system provider's equipment.
5. **GeoTechnical Engineering:**
- a. Design/investigation services consisting of exploration of site subsurface conditions and provided as geotechnical engineering recommendations for use in the design and construction of the proposed development. Services include the following:
 - i. Review readily available published geologic data and our in-house files for existing information on subsurface conditions in the project vicinity.
 - ii. Explore subsurface conditions by completing 1 day of test pit explorations or shallow borings.
 - iii. Complete a laboratory testing program. The specific laboratory tests will be selected based on the subsurface conditions encountered. For estimating purposes, we have assumed the following laboratory tests:
 - 1. Twenty moisture content and/or density determinations in general accordance with American Society for Testing and Materials (ASTM) D 2216
 - 2. One particle size analysis in general accordance with ASTM D 422
 - 3. One Atterberg limits test in general accordance with ASTM D 4318
 - iv. Provide recommendations for site preparation and grading (including, demolition, temporary and permanent slopes, fill placement criteria, suitability of on-site soils for fill, subgrade preparation, and recommendations for wet weather construction).
 - v. Provide recommendations for excavation and excavation support.
 - vi. Provide shallow foundation recommendations for the support of the proposed structures. Our recommendations will include allowable bearing capacity, estimated settlement, and lateral resistance.
 - vii. Provide recommendations for use in the design of conventional retaining walls (including backfill and drainage requirements and lateral earth pressures).
 - viii. Provide recommendations for asphalt concrete pavement design sections and pavement subgrade preparation. Traffic volumes have not been provided to us at this time; we request that design traffic be provided before pavement design begins. If traffic volumes are not provided, the geotech will make reasonable assumptions.
 - ix. Evaluate groundwater conditions at the site and provide general recommendations for dewatering during construction and subsurface drainage (if required).
 - x. Discuss potential seismic activity near the site and provide seismic design criteria.
 - xi. Prepare a geotechnical engineering report that presents our findings, conclusions, and recommendations.
 - b. Construction observation services consisting of confirmation that the conditions encountered are consistent with those indicated by the subsurface explorations and to confirm earthwork is completed in accordance with the recommendations provided in the geotechnical engineering report, project drawings, and specifications. Services include the following:
 - i. Evaluate subgrade preparation after clearing/stripping and prior to placing fill materials by either probing or observing proofrolling. Provide recommendations for the remediation of identified unsuitable areas or disturbed subgrade materials.
 - ii. Complete three moisture-density relationships on soils to be used as structural fill in accordance with American Society for Testing and Materials D 1557.
 - iii. Observe and evaluate the compaction of structural fill by conducting in-situ density and moisture content measurements and observing proofrolling.
 - iv. Observe and evaluate footing and floor slab bearing surfaces and pavement base subgrades.
 - v. Observe and evaluate the placement and compaction of floor slab and pavement base rock.
 - vi. Prepare field reports summarizing our observations after completion of each site visit and provide copies to members of the design and construction team, as well as the local jurisdiction, as required.

ATTACHMENT A

vii. Prepare a final summary letter for construction monitoring activities.

6. **Record Documents.** Services consisting of providing the Owner with record drawings and record specifications manual(s) for the project.
 - a. Hardcopy Set - The Record Documents will be provided to the Owner consisting of two (2) complete sets of record drawings, prepared on 24 lb. bond media. The Record Drawings will include all drawing sheets used for bidding including; addenda, all changes resulting from regulatory reviews, change orders and as-built conditions. The Design Team is not responsible for the accuracy of the as-built drawings furnished by the Contractor.
 - b. Electronic Set - A complete set of Record Drawings (as described above) and generated in AutoCAD will be provided to the Owner, as well as an electronic version of the complete specifications in a file format approved by the Owner. The Design Team will verify that all electronic drawings are readable, and all AutoCAD xreference ("Xrefs") files are bound and formatted in such a way as to be readable by the AutoCAD version they are saved in. The Design Team will provide a list of all drawings, including Xrefs that are associated with the Record Drawings. The electronic Record Documents will be provided on recordable (not re-recordable) compact disc(s) or DVDs.
7. **Warranty Review.** Services consisting of a site observation 11 months after substantial completion. The Design team will review the facility and provide recommendation to the Owner in connection with inadequate performance of materials, systems and equipment under warranty; inspection(s) prior to expiration of the warranty period to ascertain adequacy of performance of materials, systems and equipment; documenting defects or deficiencies and assisting the Owner in preparing instructions to the Contractor for correction of noted defects.

ASSUMPTIONS

The fees outlined above are based on the following assumptions:

1. Construction Manager will obtain proposals and make recommendations for City to hire an independent materials testing/special inspections agency. Owner's selected special inspection agency will provide inspections and provide related reports.
2. Group Mackenzie will be provided with site information including environmental reports, a complete and accurate survey in AutoCAD format, and title reports indicating all ownerships and easements.
3. Group Mackenzie is required to be the architect/engineer of record. We will review design/build submittals (including mechanical, electrical and plumbing) as a deferred submittal in accordance with the requirements of the jurisdiction. Deferred submittals will be submitted and expedited by the General Contractor.
4. A high density file/storage system will be designed and supplied by a vendor hired by the owner.
5. The proposed building will be designed to meet LEED certified Building requirements. We will provide the necessary design documents for the LEED application. This information will be provided to the City's Construction Manager for development of LEED application and certification expediting.
6. Reimbursable costs for services accomplished by in-house personnel (printing, faxing, copying, mileage, etc.) will be billed at standard rates. Other Reimbursable costs (outside printing, outside delivery services, photography, Federal Express, Express Mail, etc.) will be billed at cost / plus 10%. Consultants' fees will be billed at cost / plus 10%. Reimbursables are included within the base fee to the maximum quantities/rates described in the attached matrix. Although we have assigned quantities to each specific item, these are only estimates and the reimbursable costs for the project will be considered a total figure. Reimbursable expenses beyond the estimate total in the matrix are an additional service.
7. Project will not be permitted in phases. One bid package is required to cover all disciplines. We will provide 30%, 60% and 90% review and pricing documents with one Bid/Permit submittal to be used as the construction issue.
8. Fees do not include redesign for construction budget after milestone approvals and/or consensus has been reached.
9. Materials testing/special inspections will be obtained by Owner.

ATTACHMENT A

10. Environmental review, sensitive lands requirements, mitigation of wetlands, flood plain or other environmentally sensitive areas on site and related design changes are not included in our scope.
11. Consulting arborist will be obtained by Owner.
12. Acoustical analysis and design is not included (can be provided as an expanded service).
13. Fire protection design and engineering will be prepared by general contractor's selected M/E/P design/build subcontractor.
14. Furniture selection, layout, design and coordination will be by Owner.
15. Graphics and signage for individual spaces, rooms and exterior (beyond requirements of IBC building code and ADA regulations).
16. Land survey, topographic survey, tree survey or metes and bounds descriptions and related specifications will be obtained by Owner.
17. Building Permit fees, Design Review fees, or any other fees paid to public bodies having jurisdiction over the project are by Owner.
18. Off site improvements such as roads and utilities off site are not included but can be provided as an expanded service.
19. Street lighting design will be provided by others
20. Telephone/voice mail systems, paging intercommunications systems and radio dispatch systems are by others.
21. Design Review, zoning changes, conditional use applications and traffic analysis are by the Owner
22. Appeals, variances, land use adjustments, and public hearings are not included in the scope.
23. Marketing materials, renderings or models other than those developed as part of the design process to convey basic design intent and receive jurisdictional approval are not included in the scope.
24. Special permits and as-built certification to local jurisdiction are not included.
25. Special foundation systems and/or equipment foundations are not included.
26. Disabled access compliance design other than that required by the current editions of the IBC amended Oregon State Building Code and the Americans with Disabilities Act – Accessibility Guidelines (ADAAG) for new construction, whichever is more stringent, is not included.
27. Hazardous material assessment, demolition and remediation specifications will be obtained by Owner.
28. Irrigation system design and engineering (to be prepared by general contractor's selected L/S design/build subcontractor.
29. The facility will be designed to meet the code minimum requirements for an essential facility.
30. BETC, LEED and other energy incentive applications and expediting of approvals will be by Owner.
31. Site park design beyond initial site master plan is not included in the scope (provided by separate contract).
32. The responsibilities of Group Mackenzie (GM) and the City's Project Manager (Tetra Tech, Inc.) are denoted on the Responsibility Matrix – Attachment A-2.

Attachment A-1: Reimbursables Matrix

Attachment A-2: Responsibility Matrix

Attachment B: Project Schedule

Attachment C: Modifications to B141

Attachment D: Items to Be Included in the General Conditions

ATTACHMENT A-1

Reimbursables Matrix

<i>Item</i>	<i>Qty</i>	<i>Unit Cost</i>	<i>Total</i>
Mileage	13306	\$0.48 mile	\$6,387
30% Review Set	2025	\$1.40 sheet	\$2,835
30% Spec Review Manual	15	\$40.00 manual	\$600
30% Equipment/Material Cutsheets	405	\$1.40 sheet	\$567
60% Review Set	2025	\$1.40 sheet	\$2,835
60% Spec Review Manual	15	\$40.00 manual	\$600
60% Equipment/Material Cutsheets	405	\$1.40 sheet	\$567
90% Review Set	2025	\$1.40 sheet	\$2,835
90% Spec Review Manual	15	\$40.00 manual	\$600
90% Spec Review Manual	405	\$1.40 sheet	\$567
Permit/Bid Set	2565	\$1.40 sheet	\$3,591
Permit/Bid Manual Set	15	\$40.00 manual	\$600
Permit - Civil Calcs Manual	5	\$40.00 manual	\$200
Permit - Struct Calcs Manual	5	\$40.00 manual	\$200
Addendum (originals)	135	\$1.40 sheet	\$189
As-Built Record Set	270	\$1.40 sheet	\$378
As-Built Record Spec Manual	2	\$40.00 manual	\$80
Long Distance Phone Call	3480	\$0.20 minute	\$696
Check Plots	1786	\$1.40 sheet	\$2,500
Copies (8.5x11)	2288	\$0.10 sheet	\$229
Copies (11x17)	2288	\$0.50 sheet	\$1,144
Faxes	915	\$1.00 sheet	\$915
Faxes (Long Distance)	458	\$1.30 sheet	\$595
Currier Service (delivery to Keizer)	4	\$75.00 per trip	\$300
Color Copies (8.5x11)	500	\$1.50 sheet	\$750
Color Copies (11x17)	300	\$2.50 sheet	\$750
Recorded CDs	5	\$100.00 per CD	\$500
Photographs	52	\$15.00 per site visit	\$780
Foamcore	80	\$4.25 sheet	\$340
Postage	--	-- Allowance	\$500
Report Supplies	--	-- Allowance	\$100
Current Reimbursables (todate)	--	--	\$674
Consultant Reimbursables			\$4,000
 Sub-Total			 \$38,404
 Misc (10%)			 \$3,840
 Total			 \$42,245

Attachment A-2

Responsibility Matrix

Effort/Task	GM	TetraTech/KCM
Programming	Lead Effort	Gather requested data from City Staff
Site Design	Lead Effort	Facilitate Public Meetings Manage Public Website Manage Public PR
Communication to Community and City Council	Support as needed	Lead Effort
Sustainability	Lead Design *Life Cycle Cost Assist w/ Commissioning	LEED pursuit w/ Utilities LEED Commissioning Efforts LEED Documentation LEED w/ GC
Cost Estimating	Lead Effort	Review & Comment
Constructability Review	Review & Comment	Lead Effort
Maintain Schedule	Provide Input	Lead Effort
Meeting Minutes	Responsible for Design Meetings	Responsible for Construction Meetings and Public Meetings
QA / QC	Review & Comment	Lead Effort
Permitting	Lead Effort w/ City & County	Track and Monitor
Bidding	Provide documentation for CDs & Specs Assist in Addenda Assist w/ Bid Reviews Assist w/ Pre-Qualification	Lead Effort Public Notice Distribution Q / A Addendum Issuance Contracts Div 0 Pre-Qualify Bidders Review Bids & Validation

Attachment A-2

Responsibility Matrix

Effort/Task	GM	TetraTech/KCM
Construction Administration	Attend & participate in meetings	Lead meetings
	RFI Review / Response	Track RFIs PRs ASIs Submittals CCDs Change Orders
Payment Applications	Review and certify Will review close out docs	Track GC As-Builts Close-Out Docs System & Equipment Training Execute Change Orders PRs ASIs CCDs
CA Continued Punch List	Lead Effort On-Site Observation *LEED Certification *FF&E (separate contract) *Data/Phone/AV *Signage (separate contract) Warranty - 1 year follow-up	Lead Effort
Conflict Resolution	Assist	Lead Effort
Move In / Phasing Plan		Lead Effort
Demolition / Hazardous Material Abatement		Lead Effort

Attachment A-2

Responsibility Matrix

Effort/Task	GM	TetraTech/KCM
Boli / Prevailing Wage		Lead Effort
Park Design	*Scope not Defined Lead Effort (separate contract)	
Off-Site / ROW Work		Lead Effort
Specialists Arborist GeoTechnical Required Utility Connections		Lead Effort

ATTACHMENT C

MODIFICATIONS TO B141

1. Owner will defend and indemnify Architect against all claims arising from or attributed to services or information provided by Owner or Owner's representatives, agents, contractors, or consultants.
2. Owner shall indemnify and defend Architect from and against all claims, actions, liability, costs and expenses, including attorney fees, incurred in connection therewith, arising out of such unauthorized use.
3. If Architect provides electronic files for subject project to Owner or other parties designated by Owner, it is agreed that this information is provided for convenience and use on this project. All information provided and the copyright therein are, and shall remain, the property of the original copyright holders. Architect shall not be responsible for changes made in the information by anyone other than Architect, or for use of the information without Architect's participation. Because of the differences among the many available software and hardware systems and the different ways in which various systems represent drawing elements, it is not always possible to ensure complete, accurate information. Although Architect will make every effort to ensure the accuracy and completeness of information, Architect will not be liable for any inaccuracy or incompleteness in information due to conflicting software.
4. The Scope of Services includes Architect's assistance in applying for and obtaining permits and approvals normally required by law. The Scope of Services does not include, however, research studies, special documentation, or special tests necessary for obtaining permits and approvals. Owner is responsible for payment of all governmental fees (Building Permit fees, Design Review fees, or any other fees paid to public bodies having jurisdiction over the project). In some instances, in order to expedite the project, Architect may pay such fees on behalf of the Owner. In such cases, Owner agrees to pay Architect for such fees at cost plus 10%.

ATTACHMENT D

ITEMS TO BE INCLUDED IN THE GENERAL CONDITIONS

1. The Architect shall not be required to identify Documents upon request if either the Owner or Contractor or both do not sign all the Contract Documents.
2. If Architect provides electronic files for subject project to Owner or other parties designated by Owner, it is agreed that this information is provided for convenience and use on this project. All information provided and the copyright therein are, and shall remain, the property of the original copyright holders. Architect shall not be responsible for changes made in the information by anyone other than Architect, or for use of the information without Architect's participation. Because of the differences among the many available software and hardware systems and the different ways in which various systems represent drawing elements, it is not always possible to ensure complete, accurate information. Although Architect will make every effort to ensure the accuracy and completeness of information, Architect will not be liable for any inaccuracy or incompleteness in information due to conflicting software
3. Consequential damages are limited to a maximum occurrence of \$1 million.

GROUP MACKENZIE

ADDITIONAL SERVICES AGREEMENT

April 6, 2007 (*revised April 16, 2007*)

City of Keizer
Attention: Chris Eppley
930 Chemanwa Road NE
Keizer, OR 97307

RE: **Keizer City Hall and Police**
Expanded Services
Project Number 2060403.01

Dear Chris:

In accordance with your request, we will perform the tasks outlined below for subject project. It is agreed that these tasks will be provided as Additional Services in accordance with our original agreement for this project, dated November 9, 2006.

Community Center (second floor option only), furniture coordination and selection (selected dealer design approach), Design/Build signage (contract for design portion only), park design and increased reimbursable expenses as described in Attachment A (revised April 17, 2007).

Exclusions:

- Floor vibration analysis and design for footfall impact
- Traffic analysis
- Materials testing/special inspections
- Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project
- Offsite improvements (such as roads and utilities)
- Special foundation systems
- Equipment support systems
- Appeals, variances, public hearings, land use approvals
- Marketing materials
- Special permits
- Renderings, models beyond those required to convey basic design intent
- Vibration analysis and design
- Acoustical analysis and design

Our fees for the services outlined above will be \$216,962.

The addition of this scope increases the amount of the Owner's overall budget for the project, including the Architect's compensation, to \$17,500,000.

All other provisions of our original agreement for this project apply to these services.

RiverEast Center | 1515 SE Water Avenue, Suite 100 | Portland, OR 97214

P.O. Box 14310 | Portland, OR 97293

Tel: 503.224.9560 Web: www.grpmack.com Fax: 503.228.1285

Group Mackenzie, Incorporated

Architecture
Interiors
Structural
Engineering
Civil Engineering
Land Use Planning
Transportation
Planning
Landscape
Architecture

Locations:

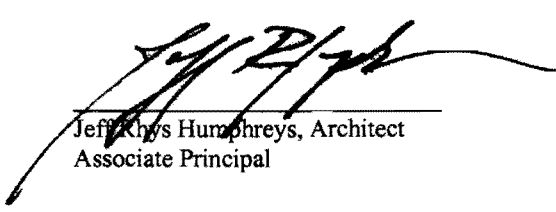
Portland, Oregon
Seattle, Washington
Vancouver, Washington

Additional Services Agreement
Project Number 2060403.01
April 6, 2007 (*revised April 16, 2007*)
Page 2

Please confirm your approval by signing in the space provided below and returning a copy of this letter. If you have any questions, please call.

GROUP MACKENZIE

OWNER



Jeff Rhys Humphreys, Architect
Associate Principal

By _____

Title: _____

Enclosure: Group Mackenzie proposal dated February 16, 2007 (Attachment A)

c: Accounting Department / Records Department

ATTACHMENT A

**GROUP
MACKENZIE**

February 16, 2007 (*revised April 17, 2007*)

City of Keizer
Attention: Chris Eppley, City Manager
930 Chemawa Rd NE
Keizer, OR 97307

Re: **Keizer City Hall and Police**
Expanded Services Proposal
Project Number 2060403.00

Dear Chris:

As we discussed with you and with Tom Wood, the following provides a proposed scope and fee for the expanded services you have requested. We have provided proposals for four major services:

- I. Community Center
- II. Furniture Coordination and Selection
- III. Signage
- IV. Park Design

The following is an outline of the above services. At the end of this letter is a summary of the proposed fees.

If you have any questions while reading the proposal, please feel free to call me at any time to discuss. The City Hall and Police project has been very exciting, and I am looking forward to continued development on this great project.

I. COMMUNITY CENTER

The City has proposed an approximately 14,000 SF community center as a second floor to the existing structure design. The following outlines our proposed services for this addition, which includes architecture, interior design, structural engineering and mechanical, electrical and plumbing engineering (MEP) services.

The following areas are included within the 14,000 SF: public lobby which extends into the grand promenade, three (3) meeting rooms at approximately 3,000 SF each, breakout areas, back of house work rooms, storage areas, catering kitchen, toilet rooms, elevator, and two (2) staircases. The following is a proposed outline of phases for the Community Center.

RiverEast Center | 1515 SE Water Avenue, Suite 100 | Portland, OR 97214
P.O. Box 14310 | Portland, OR 97293
Tel: 503.224.9560 Web: www.grpmack.com Fax: 503.228.1285

**Group
Mackenzie,
Incorporated**

Architecture
Interiors
Structural
Engineering
Civil Engineering
Land Use Planning
Transportation
Planning
Landscape
Architecture

Locations:

Portland, Oregon
Seattle, Washington
Vancouver, Washington

A. General:

1. Design for increased structural forces required for 'A' Assembly occupancies with an occupant load greater than 300.
2. Provide heating, ventilating and air conditioning system design services, including special exhaust systems for catering kitchen.
3. Provide electrical design services, including telecommunications / data wiring system (from main telecom rooms to outlets), rack sizing, specification and layout, backbone cabling design, building distribution cabling and connection hardware, pathways (including raceway system. Conduit, sleeves, cable trays and wire ways.
4. Security system design.
5. Provide Cable Television Distribution System (CATV) services, including layout of devices and equipment, block diagrams and technical specifications.
6. Provide interior design services, as described in the following phases.

B. Schematic Design:

1. Meet with client to review and determine interior design goals.
2. Develop preliminary interior finish material and design approach.
3. Present three preliminary material palette options for review.
4. Decorative lighting approach.
5. Coordinate design with existing floor plan, building massing and site configuration.

C. Design Development:

1. Working with selected finish material concept, develop the interior design approach for review and pricing.
2. Present refined finish material approach. Finishes are assumed to include carpet, stone and/or ceramic tile, resilient flooring, wall coverings, paints, wood finish, plastic laminates, casework, countertops, and operable wall fabric.
3. Develop floor plans, elevations and reflected ceiling plans to design placement of interior finish materials.
4. Determine client requirements for casework and provide design layouts for review.
5. Refine decorative lighting style recommendations.

D. Construction Documents:

1. Document approved finish material selection and placement, integrated into architectural document package.
2. Develop detailing for casework and custom millwork.
3. Review lighting and plumbing packages for design intent only.

E. Construction Contract Administration:

1. Answer contractor questions during construction.
2. Shop drawing and material submittal review.

3. Additional time for review of rooms, materials and systems during final punch list.

F. Proposed Fee and Assumptions

For the Community Center we propose a fixed fee of \$101,650. We have assumed that the design direction and sourcing for interior finishes will be related to the City Hall project. We have further assumed that meetings and site visits will be concurrent with the City Hall and Police Department project meetings. A different schedule would require additional travel time and expenses.

G. Community Center Relocation

The City has requested to move the location of the Community Center and adjust its size to a smaller component since this agreement. This change is part of a separate contract (project number 2060403.03). The balance of the work and tasks for the Community Center remain as part of this Additional Services Agreement. See Additional Services Agreement for project number 2060403.03 for additional information.

II. FURNITURE COORDINATION AND SELECTION

Group Mackenzie will provide furniture systems and freestanding furniture planning for the Keizer City Hall and Police Department, a project of approximately 76,000 SF. Approximately 48,000 SF of the overall floor area will receive furniture.

Our approach will be to work with the Client to identify preferred vendors that will offer discounted products to government agencies, and proceed with evaluations and negotiations to select the furniture source and product. This will provide the most cost-effective use of design fees, as the selected dealer will provide detailed plans as the project progresses. Our approach is further described in the scope of services below.

The following areas are included: public lobbies, community rooms, private offices, open office, systems workstations, council chambers, courtrooms, police department administrative offices, training and briefing rooms, lunchrooms, conference/meeting rooms, work rooms, support spaces.

A. Schematic Design:

1. Meet with client to review and determine furniture requirements. Determine approximate workstation sizes and preliminary room layouts.
2. Develop preliminary furniture block plan layouts, coordinated with overall space planning effort.
3. Develop preliminary "typical" workstation and private office layouts for review.
4. Review purchasing agreements and preferred vendors with client.
5. Develop preliminary furniture selections for workstations, offices, and miscellaneous furnishings.

6. Provide preliminary furniture finish palettes.
7. Two meetings are assumed during this phase.

B. Design Development:

1. Furniture Selection:
 - a. Provide recommendations for two systems furniture options.
 - b. Tour furniture installations for review (8 hours are assumed for installation/showroom tours).
 - c. Assist vendors in developing furniture budget range.
 - d. Finalize selections for furniture groups to be priced.
 - e. Develop furniture finish palettes.
2. Furniture Layouts
 - a. Provide one revision to schematic layouts, obtain approval.
 - b. Develop and refine schematic furniture layout to include systems furniture workstation block plans and freestanding furniture.
 - c. Provide one revision; obtain final approval for furniture layout.
3. Two meetings are assumed during this phase.

C. Construction Documents:

1. Furniture Selection and Pricing:
 - a. Review furniture options with vendors, answer questions during evaluation.
 - b. Assist in coordination of vendor-supplied furniture workstation mockups for client review.
 - c. Develop evaluation process for analysis of mockups.
 - d. Provide vendors with generic furniture plans for their use in pricing.
 - e. Provide documentation of furniture requirements for preferred systems product lines, and corresponding freestanding furniture lines. Documentation will include description of furniture manufacturers, product line, and finish groups to be priced. Final furniture items and finishes to be determined after vendor selection.
 - f. Assist Client in awarding of furniture contracts and project scheduling.
 - g. Four meetings are assumed for furniture selection and pricing.
2. Furniture Installation Documentation:
 - a. Finalize furniture and finish selections.
 - b. Provide selected vendor with furniture plans for their reference in preparing detailed furniture installation drawings. Answer vendor questions related to space planning intent.
 - c. Assist in coordination of vendor electrical requirements with construction documents and consultants.
 - d. Two meetings are assumed during this phase.

D. Construction Contract Administration:

1. Provide two site visits during installation (limited to 4 hours).
2. Answer furniture dealer questions regarding installation (limited to 4 hours).
3. Provide one final walk-through for punch list development.

E. Assumptions:

1. Furniture sources will be focused on vendors contracted with Client or available through existing government agreements.
2. Furniture selection will be performed through an evaluation and negotiation process. Full competitive furniture bidding is available as an alternate.
3. The furniture purchase will be through a single furniture vendor.
4. Complete furniture specifications, order preparation and placement, installation plans, and scheduling will be provided by furniture vendor.
5. Selection of artwork and accessories is not included, however this may be provided as an additional service.
6. Client will coordinate telephone and data requirements with furniture vendor.
7. The furniture punch list will be provided by the furniture vendor.

F. Exclusions:

1. Inventory of existing furniture.
2. Move coordination.
3. Additional meetings and/or revisions other than those noted above.
4. Additional design and/or coordination for multiple phases.
5. Coordination of multiple vendors after product selection.
6. Specialized furnishings, e.g. lab benches and evidence lockers.
7. Convention Center furnishings.

G. Proposed Fee:

Our fees for a selected dealer design approach would be a fixed fee of \$24,000.

H. Alternate

As an alternate we can provide a full competitive furniture bid. This approach would entail developing full specifications and plans for three vendors to provide competitive pricing, coordinating mockups and tours and facilitating the evaluation and selection process. Our fee for a full competitive furniture bid would be a fixed fee of \$33,600. If desired, we can prepare a more detailed scope upon request.

III. SIGNAGE

We propose to use signage consultant, Pictoform, for the project way finding. Pictoform has worked with Group Mackenzie and my team on several other projects, with very successful results, and they will be a great fit for your project. We have included a leaflet for your review.

Pictoform can be hired to provide design only or to provide a design build approach where they design, fabricate and install the signage for the project. Related to these two options we have prepared an approximate signage budget (fabrication and installation) outline for your review.

SIGNAGE BUDGET (FABRICATION AND INSTALLATION)

A. Exterior Signage Package:	\$17,500
1. Monument Signage (not including pedestal).	
2. Building Identification (New City Hall, Police Department, Heritage Center and Park).	
3. Parking Regulations.	
B. Interior Signage Package:	\$44,000
1. Public Lobby Buildings Directory (illuminated style).	
2. Public Area & Code required signs.	
3. Individual Office/Room signs.	
4. Individual Work Station signs.	
C. Installation of above Signage Package:	\$4,800
D. Contingency / Miscellaneous Needs:	\$4,700
1. Monument Signage (not including pedestal);	
2. Building Identification (New City Hall, Police Dept., Heritage Center & Park);	
3. Parking Regulations	
Total Estimated Budget (Fabrication and Installation):	\$71,000

DESIGN SERVICES

A. Design/Build Approach – Signage Planning & Design Development Fee:	\$16,312
1. Location Plans showing all sign locations and content;	
2. Schematic Design drawings for each sign type;	
3. Final Design drawings for each sign type	

B. Design/Bid/Build Approach:

\$24,750

The design/bid/build approach includes construction documents and coordination of sign fabrication / installation, with a fee of \$8,438.

IV. PARK DESIGN

This scope of services is based on our current understanding of the project requirements as determined by our ongoing involvement in the City Hall and Police Station project and following the building location effort with the project task force. Our scope will include landscape architecture, architecture, civil, structural, electrical engineering and fountain engineering. The following provides our general assumptions for this service.

The scope of work will address Schematic Design, Design Development, Construction Documents to publicly bid and construct the project, Bid Administration and Construction Contract Administration (including Record Drawings). The following is overview of our general assumptions, scope of services for each phase, and outline of each phase.

A. General Assumptions:

1. The design direction and scope of services is as shown on the approved plan selected by City of Keizer City Council on February 12, 2007.
3. The scope of services and document submittal will be completed concurrently with the City Hall and Police design and documentation schedule.
4. All parking and vehicular improvements are part of the City Hall and Police Station project.
5. All park improvements will meet or exceed current federal Americans with Disabilities Act (ADA) Standards.

B. Exclusions:

We anticipate the following information or services required will be required for performance of the work. We assume these services will be provided by the Owner or outside consultants. Should Group Mackenzie be required to provide services obtaining this information, or altering our work due to errors or omissions outside of Group Mackenzie's control, such services shall be charged as additional services.

- a. Presentations at hearings, public meetings, community groups or review committees beyond those noted.
- b. Plan processing or costs of permits and fees.
- c. Perspective drawings or other illustrative materials.
- d. Coordination of site situated artwork.
- e. Specifications for painting of water tank.
- f. Soil fertility analysis, if required.
- g. Analysis of existing planting by an arborist or horticulturalist, if so required.
- h. Geotechnical analysis and recommendations.
- i. Park site lighting.

C. Project Overview

The following is an overview of the scope of services by discipline.

1. Landscape Architecture
 - a. Overall layout and design.
 - b. Finish grading of all Project improvements.
 - c. Pedestrian paving including fountain plaza and walkways.
 - d. Low walls, ramps, stairs and other site structures.
 - e. Finish and surface treatments of all surfaces.
 - f. Fixed site furnishings including, but not limited to, benches, bicycle racks, trash receptacles, and signage.
 - g. A children's play area with all surfacing, equipment and seating.
 - h. Planting for all areas within the project scope.
 - i. Design/Build irrigation specifications and details.
2. Civil Engineering:
 - a. Site drainage and connection to site storm drainage features.
 - b. Water and Sanitary Sewer connections to proposed water feature, buildings, drinking fountains, and other park amenities.
3. Architectural and Structural:
 - a. Relocation of existing picnic shelter.
4. Electrical Engineering:
 - a. Electrical hookup and coordination for water feature.
 - b. Event electrical hookups.
 - c. Power to irrigation controller.
5. Water Feature Engineering (consultant to be determined):
 - a. Small-scale interactive fountain to Health Department requirements.
 - b. Water feature electrical and mechanical design, layout and details.

D. Schematic Design Phase:

1. Provide schematic design drawings to refine the park design developed during task force building location meetings. Refinements will include adjusting areas to reflect the desired program, current cost estimates and park layout input.
2. Schematic Design drawings will include plans, sections, and elevations that describe design refinements. Schematic Design will be concluded with an informal presentation to the Owner for approval prior to beginning Design Development Drawings.
3. Schematic design will include three meetings with the existing task force to refine the existing park layout.
4. Deliverables include:
 - a. Colored hand-sketches in plan, section, and elevation of park layout, plazas, play areas and water feature.
 - b. Interactive water feature location and layout.
 - c. Cut sheets of any "off the shelf" playground equipment.
 - d. Preliminary cut sheets for all site furnishings.
 - e. Hand sketch or computer generated plans of all overall park refinements.
 - f. Cost estimate.

E. Design Development Phase:

1. Group Mackenzie will provide Design Development drawings for all park features outlined in the above scope of work.
2. A Design Development package will be issued for pricing information and Owner review and approval of design direction prior to beginning Construction Documents.
3. Design Development drawings will include plans, sections, and elevations illustrating final material selections, site furnishings, size relationships, quantities, and overall refinement of the Project features sufficient to conduct a detailed cost estimate.
4. Deliverables include:
 - a. Design Development Set.
 - b. Photo board/description for all plant materials, including grasses.
 - c. Cut sheets for all site furnishings, including final playground choices.
 - d. Maintenance summary for water feature, buildings, planting, and other site features as required.
 - e. Outline specifications (for coordination).
 - f. Complete cost estimate.

F. Construction Documents/Bidding Phase:

1. Group Mackenzie will provide Construction Document drawings for all park features outlined in the above scope of work. Construction documents will be prepared in AutoCAD 2005; technical specifications will be prepared.
2. Prepare plans for park construction to describe and locate all on site elements and utilities necessary for complete park construction.
3. Prepare sections, elevations and details required for the construction of the site elements defined on the above plans with sufficient detail to conduct a detailed cost estimate.
4. Prepare notes, schedules and legends to describe all equipment, material and finishes identified on the above plans.
5. Prepare complete technical specifications for the sections pertaining to all project improvements that describe materials, finishes and workmanship
6. Prepare construction documents to conform to applicable codes and regulations of government bodies having jurisdiction over the work at the time of preparation.
7. Develop and submit Documents concurrently with the building package.

G. Bid Phase:

1. Assist City in qualification of contractors.
2. Respond to contractors' RFIs.
3. Issue any necessary addenda.
4. Conduct prebid conference.
5. Bid Deliverables include bid/permit submittal set with addenda as required.

H. Construction Contract Administration Phase:

1. Review the Contractors' shop drawing submittals, product samples and product data for conformance with the Contract.
2. Provide documentation of revisions requested or approved by the Owner, to incorporate such revisions into the Contract Documents. Assist the Owner in evaluating Change Orders for the Project, if any.
3. Working with the Landscape Contractor, confirm the plant material source(s) for the plants to be installed under the Contract Documents.
4. Visit the site during construction to determine, in general, if such work is proceeding in accordance with the Contract Documents. Prepare written and photographic summary of visits to the site within five working days of visit for each of the site visits performed. Site visit times will conform to critical observation times outlined in the specifications and, in general will include, at a minimum, weekly visits to the site.
5. Based on observations at the site and on evaluations of the Contractor's Applications for Payment, assist the Owner in determining the amounts owing to the Contractor for this part of the Project.
6. Furnish written and/or graphic interpretations of the Contract Documents.
7. Attend weekly construction meetings as required.
8. Deliverables include record drawings and specifications in electronic format.

I. Optional Expanded Services:

Expanded services shall be provided only upon Owner's request and approval, and will be billed according to the Group Mackenzie Hourly Fee Schedule under separate agreement. Expanded services include but are not limited to the following:

1. Preparation of revisions to approved drawings when such revisions are inconsistent with data or approvals previously given by the Owner.
2. Preparing Additive or Deductive Alternates when alternates require documenting substantially different design solutions.
3. Changes in the design program, budget or schedule.
4. Providing services as listed in the Exclusions to Scope of Work.
5. Any other service not described within the scope described herein.

J. Fees:

Fees for Professional services, for this scope of work shall be billed as a fixed fee, with a breakdown by discipline as follows:

1. Landscape Architect:	\$36,500
2. Civil Engineer:	\$2,500
3. Architect/Structural Engineer:	\$500
4. Electrical Engineer:	\$1,500
5. Fountain Engineer:	\$15,000
Total Fixed Fee	\$56,000

City of Keizer
Keizer City Hall and Police
Project Number 2060403.00
February 16, 2007 (revised April 16, 2007)
Page 11

V. REIMBURSABLES

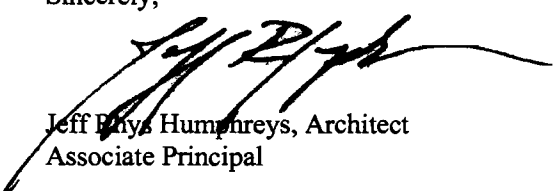
Reimbursable expenses, which are outside of the fee in our master agreement and this proposal, will need to be adjusted based on selected expanded scope items. Our scope of services will have been expanded since our original estimate of reimbursables was set. If all of the expanded scope items are selected, the additional reimbursable expense would be approximately \$19,000 and increase the current reimbursable budget to \$70,980.

SUMMARY OF FIXED FEES

I. Community Center	\$101,650
II. Furniture Coordination and Selection	
g. Selected dealer design approach:	\$24,000
III. Signage:	
a. Design/Build approach:	\$16,312
IV. Park Design	\$56,000
V. Reimbursables:	\$19,000
TOTAL:	\$216,962

Please review the material and call me to discuss. We will prepare contract modifications for any services you request be added to our scope as outlined in this proposal.

Sincerely,



Jeff Reaves Humphreys, Architect
Associate Principal

c: Jeff Reaves – Group Mackenzie
Tom Wood – TetraTech KCM

CITY COUNCIL MEETING: May 21, 2007

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: *ORDER – APPLICATION OF KIM AND KARL THATCHER FOR A VARIANCE TO PLACE AN EIGHT FOOT HIGH FENCE ALONG THE PROPERTY LINE AT PROPERTY LOCATED AT 1724 CHEMAWA ROAD*

This matter came before the Council on the appeal of the applicants, Kim and Karl Thatcher, for a variance to KDC 2.312.10.A(1). The applicants requested a variance to place an eight foot high sight obscuring fence along the property line for property located at 1724 Chemawa Road Northeast.

Following the public hearing, the Council directed our office to prepare an appropriate Order denying the variance request. On two of the criteria, the Council had a tie vote on whether the applicants complied with their burden of proof in meeting that criterion. Pursuant to City Charter and Council Procedures, a tie vote means the proposal does not pass. Therefore, the findings on these two criteria indicate the criterion had not been complied with.

RECOMMENDATION:

Adopt the attached Order.

Please let me know if you have any questions. Thank you.

ESJ/tmh
attachments

CITY COUNCIL, CITY OF KEIZER, STATION OF OREGON

ORDER

**IN THE MATTER OF THE APPLICATION OF
KIM AND KARL THATCHER FOR A VARIANCE
TO PLACE AN EIGHT FOOT HIGH SIGHT
OBSCURING FENCE ALONG THE PROPERTY
LINE FOR PROPERTY LOCATED AT 1724
CHEMAWA ROAD NORTHEAST, KEIZER,
OREGON (CASE NO. 2007-04)**

The City of Keizer orders as follows:

Section 1. THE APPLICATION. This matter comes before the Keizer City Council on the appeal by the applicants of the Planning Commission's decision to deny a variance to KDC 2.312.10.A(1). Specifically, the applicants are requesting a variance to place an eight foot high sight obscuring fence along the property line for property located at 1724 Chemawa Road Northeast, Keizer, Oregon.

Section 2. JURISDICTION. The land in question in this Order is within the city limits of the City of Keizer. The City Council is the governing body for the City of Keizer. As the governing body, the City Council has the authority to make final land use decisions concerning land within the city limits of the City of Keizer.

Section 3. PUBLIC HEARING. In addition to the public hearing from the Planning Commission, a public hearing was held on this matter before the Keizer City Council on May 16, 2007. The following persons either appeared at the City Council

1 hearing or provided written testimony on the application before the Council:

- 2 1. Nate Brown, Community Development Director
- 3 2. Karl Thatcher, Applicant
- 4 3. Holly Graf, Planning Commission Chair
- 5 4. Darlene and Clifton Rose, Opponents
- 6 5. Peter DeBeck, Proponent
- 7 6. Raymond and Glenda Rohrig, Proponent
- 8 7. Art Burr, Opponent

9 Section 4. EVIDENCE. Evidence before the City Council in this matter is
10 summarized in Exhibit "A" attached.

11 Section 5. OBJECTIONS. No objections have been raised as to notice,
12 jurisdiction, alleged conflicts of interest, evidence presented or testimony taken at the
13 hearing.

14 Section 6. CRITERIA AND STANDARDS. The criteria and standards relevant
15 to the decision in this matter are set forth in Exhibit "B" attached.

16 Section 7. FACTS. The facts before the City Council in this matter are set forth
17 in Exhibit "C" attached.

18 Section 8. JUSTIFICATION. Justification for the City Council's decision in this
19 matter is explained in Exhibit "D" attached.

1 Section 9. ACTION. The decision of the City Council is set forth in Exhibit "E"
2 attached.

3 Section 10. FINAL DETERMINATION. This Order is the final determination in
4 this matter.

5 Section 11. EFFECTIVE DATE. This Order shall take effect immediately upon
6 its passage.

7 Section 12. APPEAL. A party aggrieved by the final determination in a
8 proceeding for a discretionary permit or a zone change may have it reviewed under ORS
9 197.830 to ORS 197.834.

10 PASSED this _____ day of _____, 2007.

11
12 SIGNED this _____ day of _____, 2007.

13
14
15
16 _____
17 Mayor

18
19 _____
City Recorder

EXHIBIT "A"

Evidence

Official notice has been taken of the Planning Department files and reports in this matter, including the application and exhibits contained therein, as well as the Planning Commission Order. In addition, all exhibits submitted at the public hearings are included in the evidence.

The minutes of the City Council meeting of May 16, 2007 are incorporated herein as if fully set forth.

EXHIBIT "B"

Criteria and Standards

The criteria and standards relevant to this application are found in the Keizer Development Code (KDC). The specific criteria are set forth below:

1. KDC 2.312.10.A(1) (Fences, Walls and Hedges).
2. KDC 3.105.05 (Criteria – Major Variance).

No other specific criteria and standards were identified at the hearing.

EXHIBIT "C"

Facts

FINDINGS: GENERAL

1. The applicants and property owners are Kim and Karl Thatcher.
2. The subject property is located at 1724 Chemawa Road NE, Keizer, Oregon. The Marion County Tax Assessor's office identifies the property as Township 6 South, Range 3 West, Section 36CC, Tax Lot # 01000.
3. The subject property contains approximately 0.29 acres.
4. The subject property contains a single family home.
5. The subject property is designated Low Density Residential on the Comprehensive Plan Map and is zoned Residential Single Family (RS).
6. The surrounding properties are zoned RS (Residential Single Family) and single family homes are the dominant use.
7. The applicants are requesting a variance to Section 2.312.10.A(1) of the Keizer Development Code which establishes a maximum height of a fence within 10 feet of the property line along a street to be 3 ½ feet. The applicants are proposing an eight foot high fence along the property line.
8. The Salem Public Works Department, Keizer Police Department and Keizer Fire District responded they have reviewed the proposal and determined they have no comments.
9. The Keizer Public Works Department provided the following comment: the applicant shall submit an accurate plan of the proposed fence location indicating the vision clearance area at the intersection of Kinglet Way and Chemawa Road, and that the proposed fence be located outside of the public right-of-way.
10. The subject property is zoned Residential Single Family (RS) which requires that sight obscuring fences taller than 42 inches maintain a 10 foot setback from the property line along a street. The applicant is requesting to place an 8 foot high sight obscuring fence within 10 feet of the property line along Chemawa Road. This

request does not meet the above referenced requirements and therefore, a variance from these standards is required.

FINDINGS: VARIANCE

11. The criteria for Major Variances are contained in Section 3.105.05 of the Keizer Development Code. The criteria and findings are listed below:

- A. The degree of variance from the standard is the minimum necessary to permit development of the property for uses allowed in the applicable zone. KDC 3.105.05(A).

FINDINGS: The subject property is developed with a single family home. The applicant is requesting a variance to allow an 8 foot high sight obscuring fence to be placed within 10 feet of the property line along Chemawa Road where the maximum height of 42 inches, or 3 ½ feet, is permitted. The applicant's site plan shows that the fence would be located either at, or very near, the property line along Chemawa Road. The applicant has indicated that the purpose of the sight-obscuring fence is to provide security, safety, and to minimize noise resulting from traffic along Chemawa Road. In addition, the location for the proposed fence was chosen in part because the applicant wishes to minimize any impact to the existing water feature in the northeast corner of the property.

The need for the requested variance is in part a self-imposed hardship, resulting from the applicant's desire to minimize any impact to the water feature and to the existing front yard. In this particular case the variance is not due to any unique topographical, environmental, or peculiar shape associated with the property that could be used to justify the requested variance. The property is a relatively flat, developed corner lot not unlike other properties along this section of Chemawa Road. And while Chemawa Road is classified as a minor arterial and has traffic volumes in keeping with this classification, that in and of itself is not a compelling reason to justify a variance.

The requested variance is not the minimum needed to allow the applicant to place a fence on the subject property since a fence can be placed on the property in such a manner as would eliminate the need for a variance. For example, an 8 foot high fence can be placed 10 feet in from the property line along the street and be consistent with the development code and

therefore would not require a variance application. (It should be noted that a fence greater than 6 feet in height would still require a building permit.)

A second alternative is if a 3 ½ foot high fence is placed along the property line such that it would also be consistent with code provisions and not require a variance application. In these two examples, it can be seen that alternatives exist. While they may be undesirable to the applicant, they are none-the-less viable, and would allow a fence to be placed on the applicant's property without the need of a variance.

The applicant has not provided substantiating evidence that this is the minimum necessary to allow for the placement of a fence on the property. In addition, the request represents almost a 100 percent reduction in the setback allowance, and would, if approved, allow a fence that is more than double the height that could legally be placed within this setback area. It is difficult to accept that this constitutes the minimum necessary to achieve the desire of locating a fence in the front yard. Therefore, the request does not satisfy this criterion.

B. The applicant in good faith is unable to comply with the standard without undue burden. The applicant must demonstrate that the burden is substantially greater than the potential adverse impacts caused by the proposed variance. KDC 3.105.05(B).

FINDINGS: In determining the level of burden that is borne by the applicant it is important to consider a number of factors. These include whether the property can be developed in accordance with the regulations of the RS zone; whether a fence can be placed on the property; and whether any alternatives exist that may eliminate the need for a variance. In response to these the property is developed with a single family home as is permitted in the RS zone and as is shown above, a fence can be placed on the property in such a manner that it would not require the need for a variance. The burden that is placed on the applicant to locate a fence so that it complies with code requirements is no different than the burden that is placed on all other property owners within the RS zone district. In fact, across the street from the applicant is a fence that appears to be 3 ½ feet high along the property line with the street. Therefore, the placement of a fence, such that it would comply with code provisions, would not result in an undue burden to the applicant. The applicant has not demonstrated that the burden associated with this variance is substantially greater than any potential adverse impacts caused by the variance. These can be impacts

caused by the reduction of open space between the street and the front yard of a house; interruption of the spacing of houses along a street causing this property to stand apart from neighboring properties; and a 'walling in' of the property. Therefore, the request does not satisfy this criterion.

C. The variance will not be unreasonably detrimental to property or improvements in the neighborhood of the subject property. KDC 3.105.05(C).

FINDINGS: Following the close of the City Council public hearing, the City Council debated this criteria and was unable to reach a majority vote on whether the applicant complied with this criteria. The Council's vote was 3 to 3. Therefore, because there was no finding that the criteria was met, this criteria is deemed not complied with.

D. There has not been a previous land use action approved on the basis that variances would not be allowed. KDC 3.105.05(D).

FINDINGS: There has not been a previous land use action concerning the subject property that was approved on the basis that variances would not be allowed. Therefore, this application complies with this criterion.

E. The variance will not significantly affect the health or safety of persons working or residing in the vicinity. KDC 3.105.05(E).

FINDINGS: Following the close of the City Council public hearing, the City Council debated this criteria and was unable to reach a majority vote on whether the applicant complied with this criteria. The Council's vote was 3 to 3. Therefore, because there was no finding that the criteria was met, this criteria is deemed not complied with.

F. The variance will be consistent with the intent and purpose of the provision being varied. KDC 3.105.05(F).

FINDINGS: The intent and purpose for the fence setback requirement is to provide an adequate distance between the street and the developments that will occur on the property. This setback is to allow for both the residential use of the property and to avoid fences from being placed too close to the property line along a street. The primary purpose for the standard, which requires fences to be placed 10 feet back from any property line adjacent to a street, is for pedestrian and vehicular safety and to provide for open area along street frontages. The request would then be

inconsistent with the intent and purpose of this provision. This variance request does not provide adequate distance between the property line along the street and the proposed fence to provide for pedestrian and vehicular safety as required by Section 2.312.10 of the Keizer Development Code. Therefore, the proposed variance request does not meet this criterion.

EXHIBIT "D"

Justification

The applicants have the burden of proving that the application meets relevant standards and criteria to be applied in the particular case.

In this case, the applicants are requesting a variance to the Keizer Development Code Section 2.312.10.A(1) which specifies that a fence that is located within 10 feet of the property line adjacent to a street can be no more than 3 ½ feet high. The applicants are proposing to place an eight foot high sight obscuring fence along the property line of the property located at 1724 Chemawa Road Northeast, Keizer, Oregon.

The applicants are requesting this variance to place an eight foot high sight obscuring fence along the property line to provide security, safety, minimize noise resulting from traffic along Chemawa Road, and that the location of the fence would minimize the impact to the existing water feature in the northeast corner of the property.

The variance request is a result of a self-imposed hardship resulting from the applicant's desire to minimize any impact to the water feature and to the front yard and was not due to any unique topographical, environmental, or irregular shape associated with the property that could be used to justify the requested variance. While Chemawa Road is classified as a minor arterial and has traffic volumes in keeping with this classification, that in and of itself is not a compelling reason to justify a variance.

The requested variance is not the minimum needed to allow the applicants to place a fence on the subject property. A number of alternatives exist which would eliminate the need for a variance. For example, an 8 foot high fence can be placed 10 feet in from the property line along the street and be consistent with the development code and not require a variance. A second alternative is to place a 3 ½ foot high fence is placed along the property line such that it would also be consistent with code provisions which would also not require a variance.

The burden - to locate a fence so that it complies with code requirements - is no different than the burden that is placed on other property owners. Across the street from the applicants is a fence that appears to be 3 ½ feet high along the property line with the street. Therefore, the placement of a fence, such that it would comply with code provisions, would not result in an undue burden to the applicant.

EXHIBIT "D"

Page 1 of 2

This variance would be detrimental to the properties in the neighborhood of the subject property. One of the adverse impacts associated with this type of fence placement is that it will result in the 'walling-in' of a public street. A consequence of this affect is that it creates a street that feels more tunnel-like and less open than other streets within the neighborhood. This leads to the elimination of open space along the street and reduces the spacing between residential homes and the street. When this spacing is interrupted, either by allowing a house to be placed too close to the street, or in this case by allowing a solid fence to be placed along the property line it can then result in an inconsistent development pattern than might otherwise be found along the street. In addition, the effect of such a solid wall might create a compound of this particular property, isolating it from the fabric of the existing neighborhood.

Because the application does not meet all the required criteria, the requested variance must be denied.

EXHIBIT "E"

Action

The City of Keizer hereby ORDERS as follows:

The requested major variance to place an eight foot high sight obscuring fence along the property line of property located at 1724 Chemawa Road Northeast, Keizer, Oregon is DENIED.

COUNCIL MEETING: May 21, 2007

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCILORS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: SUSAN GAHLSDORF, CPA
FINANCE DIRECTOR**

SUBJECT: INTERFUND BORROWING

ISSUE:

The City has secured line of credit financing to pay for the cost of the Keizer Station project. Once the project is complete, the City will assess the cost of the improvements to the property owners. The City will secure long-term financing to pay off the line of credit. The long-term debt will be repaid with the tax assessments.

The Keizer Station project is expected to be completed within three months. Once completed, the City will be able to issue long-term debt; however, this process takes approximately 4 months. In the interim, the City needs to borrow additional funds to pay remaining expenses for the Keizer Station project. Until long-term funding is secured, staff recommends an interfund borrowing with the Transportation Improvement Fund and the Water Facility Fund to meet its cash flow needs. ORS 294.460 provides for loans from one fund to another when made within compliance with state statutes.

FISCAL IMPACT:

The Transportation Improvement Fund has approximately \$1,100,000 and the Water Facility Fund has approximately \$850,000 in cash available. The city does not anticipate needing these amounts for other projects until after June 30, 2008. The Development and Disposition Agreement between the City and the Developer provides that the Developer pay the interest expenses on short-term funding. If authorized, the Developer will repay the interest on the interfund loans at the applicable Local Government Investment Pool interest rate.

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution authorizing the interfund loan to the Keizer Station LID fund.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R2007-_____

3 AUTHORIZATION OF INTERFUND LOAN TO THE KEIZER STATION LID FUND FROM
4 THE TRANSPORTATION IMPROVEMENT FUND AND THE WATER FACILITY FUND
5

6 WHEREAS, the Keizer Station LID Fund needs additional cash to meet its short
7 term cash flow needs;

8 WHEREAS, the Transportation Improvement Fund has approximately
9 \$1,100,000 unappropriated cash available which the City does not anticipate
10 spending until after June 30, 2008. The Water Facility Fund has approximately
11 \$850,000 unappropriated cash available which the City does not anticipate spending
12 until after June 30, 2008. ORS 294.460 provides for loans from one fund to another
13 when made within compliance with state statutes.

14 NOW, THEREFORE BE IT RESOLVED that the Council authorizes an interfund
15 loan to the Keizer Station LID Fund, as needed, up to the amount of \$1,100,000 from
16 the Transportation Improvement Fund and \$850,000 from the Water Facility Fund.

17 NOW, THEREFORE BE IT RESOLVED that all monies borrowed during the
18 period authorized be repaid by June 30, 2008 including interest at the established
19 Oregon State Investment Pool interest rate for the applicable the time period.

20 PASSED this _____ day of _____, 2008.

21 SIGNED this _____ day of _____, 2008.

22
23
24 _____
25 Mayor

26
27 _____
28 City Recorder
29

CITY COUNCIL MEETING: May 21, 2007

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: *INTERGOVERNMENTAL AGREEMENT WITH MARION COUNTY FOR INMATE WORK CREWS*

The City has had an intergovernmental agreement with Marion County to provide inmate work crew services. Typically, the work crews clean up debris, do maintenance work, etc.

The County recently presented us with a new agreement for 2007-2008 fiscal year and it is before the Council for review and approval.

RECOMMENDATION:

Adopt the attached resolution authorizing the city manager to sign the intergovernmental agreement for inmate work crew services.

Please let me know if you have any questions. Thank you.

ESJ/tmh
attachments

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2007-____

4
5
6 AUTHORIZING THE CITY MANAGER TO SIGN
7 INTERGOVERNMENTAL AGREEMENT BETWEEN
8 MARION COUNTY AND THE CITY OF KEIZER FOR
9 INMATE WORK CREW SERVICES (2007-2008)

10
11
12 WHEREAS, the City of Keizer and Marion County entered into an
13 intergovernmental agreement in which Marion County provided inmate work crews for
14 the City of Keizer;

15 WHEREAS, such intergovernmental agreement terminated on June 30, 2006;

16 WHEREAS, the City of Keizer and Marion County wish to enter into a new
17 intergovernmental agreement in which Marion County will provide inmate work crews
18 for the City of Keizer until June 30, 2008;

19 WHEREAS, ORS 190.110 provides for intergovernmental agreements;

20 WHEREAS, the City Council of the City of Keizer has considered this matter and
21 wishes to move forward with a new intergovernmental agreement;

22 NOW, THEREFORE,

23 BE IT RESOLVED by the City Council of the City of Keizer that the City

1 Manager is authorized to enter into the intergovernmental agreement providing for such
2 inmate work crews as attached as Exhibit "A" and by this reference incorporated herein.

3 BE IT FURTHER RESOLVED that the funds for this contract will come from the
4 various line items connected with the individual work projects.

5 PASSED this _____ day of _____, 2007.

6
7 SIGNED this _____ day of _____, 2007.

8
9
10 _____
11 Mayor

12
13 _____
City Recorder

**INTERGOVERNMENTAL AGREEMENT
MARION COUNTY
AND
CITY OF KEIZER**

THIS AGREEMENT is between the CITY OF KEIZER, and MARION COUNTY, by and through its Sheriff's Office.

RECITALS

1. Pursuant to the authority granted in ORS 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions that a party to the agreement, its officers or agents have the authority to perform.
2. The City of Keizer, wishes to retain the services of COUNTY to provide inmate work crews and the supervision for said work crews to perform services to include but not limited to highway-related work, landscaping, public lands conservation and improvement work.

NOW, THEREFORE, the parties agree as follows:

TERMS AND CONDITIONS

1. DESCRIPTION OF SERVICES

1. COUNTY will provide inmate work crews as available from County programs, adequately trained and clothed to perform the work requested, which will consist of general maintenance and repair of facilities and grounds, including, but not limited to painting, clearing of brush and trash, mowing, trail maintenance, building maintenance, road maintenance, and new construction.
2. Specific services will be requested by the City of Keizer in the form of a Work Order Authorization, attached hereto as Exhibit A and incorporated herein by this reference. The manner in which services are to be performed, the number of workers to be included in each crew and the specific hours to be worked by COUNTY shall be determined by

COUNTY in consultation with the City of Keizer and shall be included on the Work Order Authorization. The County shall be entitled to decline work if a request is unsuitable for inmate work crews. An authorized person from both parties shall sign the Work Order Authorization. An authorized person from both parties shall sign the Work Order Authorization prior to the commencement of work.

3. The City of Keizer will supply all the tools and materials consistent with the work order requirements.

2. PAYMENT

1. The City of Keizer agrees to reimburse COUNTY at the rate of \$475 per day for services provided within normal business hours for a work crew and supervisor and \$600 per day for services provided after normal business hours and on week-ends. This shall be payable monthly, within 30 days of transmittal to the City of Keizer of an invoice for services performed under this Agreement. Upon termination of this Agreement, COUNTY shall be entitled to payments or periods or partial periods of work that occurred prior to the date of termination and for which the COUNTY has not yet been paid.
2. This Agreement is dependent upon the availability of inmate work crews and the availability of funds.

3. TERM OF AGREEMENT/TERMINATION

This Agreement is effective upon July 1, 2007 and shall terminate automatically on June 30, 2008, with options to renew upon agreement of both parties and upon the availability of funds.

4. RELATIONSHIP OF THE PARTIES

COUNTY shall perform the services under this Agreement as an independent contractor and shall be solely responsible for all costs and expenses related to the employment of individuals to perform the work under this Agreement, including but not limited to worker's compensation, unemployment taxes, state and federal income tax withholdings and insurance benefits.

5. INJURIES

COUNTY acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the County and County employees. COUNTY waives any rights to recovery from the City of Keizer for any injuries sustained by the County or County's employees while performing services under this Agreement that are a result of the negligence of the County or the County's employees.

INDEMNIFICATION

1. The City of Keizer agrees to defend, indemnify and hold harmless the County, its officers, agents and employees from damages arising from the tortuous acts of the City of Keizer, its officers, agents and employees acting within the scope of their employment and duties in performance of the Agreement subject to the conditions and limitations of the Oregon Tort Claims Act, ORS 30.260 through 30.300.
2. Likewise, COUNTY agrees to defend, indemnify and hold harmless the City of Keizer, its officers, agents and employees from damages arising from the tortuous acts of the County, its officers, agents and employees acting within the scope of their employment and duties in performance of this Agreement subject to the conditions and limitations of the Oregon Tort Claims Act, ORS 30.260 through 30.300.
3. Each party shall be solely liable for third party claims arising from the actions of its officers, agents or employees. Nothing in the Agreement shall be deemed to limit the right of either party to make a claim against the other for damages or injuries incurred by one party as a result of the other party's officers, agents or employees.

AMENDMENT

This Agreement may be amended or modified if the amendment or modification is made in writing and signed by authorized persons from both parties.

ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. No other promises or conditions, whether oral or written, exist between the parties. This Agreement supersedes any prior agreements between the parties regarding work crew services.

WAIVER OF CONTRACTUAL REMEDY

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

SECTION 1

City of Kelso

City of Kelso

Signature _____

Signature _____ **Date** _____

Title _____

Title _____

Address _____

Approved as to Form:

City Compliance Analyst _____ **Date** _____

City Manager _____ **Date** _____

City Clerk

Chief Administrative Officer _____ **Date** _____

SECRET

WORK ORDER REQUESTION FORM

This work project is undertaken pursuant to the terms and conditions of the agreement entered into by: _____ and Marion County.

Department Requesting Work: _____

Contact and Phone Number: _____

Date(s) Work Requested: _____

Nature of Work Requested: _____

Location: _____

Number of Crew Requested: _____

Equipment to be provided to crew: _____

Requested By: _____
Signature

Accepted By: _____
Signature

COUNCIL MEETING: May 21, 2007

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, MMC
CITY RECORDER**

SUBJECT: KEIZER POINTS OF INTEREST COMMITTEE

ISSUE:

The Keizer Points of Interest Committee was established in 2003 to identify, authenticate, and memorialize sites of interest located in the Keizer area. Recently, both the Keizer Parks and Recreation Advisory Board and Keizer Points of Interest Committee discussed the membership requirements and determined that it was not necessary to have a designated Parks Board member. The Keizer Points of Interest Committee has recommended this position be designated as a citizen-at-large position.

RECOMMENDATION:

It is recommended the Council adopt the attached Resolution Establishing a Keizer Points of Interest Committee, which changes the membership composition.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2003-1426

ESTABLISHING A KEIZER POINTS OF INTEREST COMMITTEE (KPIC)

WHEREAS, the City Council finds a need to identify, authenticate, and memorialize sites of interest located in the Keizer area; and

WHEREAS, establishing a Keizer Points of Interest Committee will provide a forum for a group to lead such efforts in identifying such sites as historical, geographic, botanical, or the unusual;

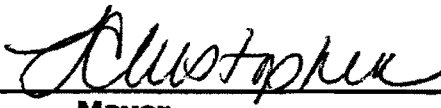
WHEREAS, the role of this Committee will be to lead such efforts, causing it to happen but not necessarily do it; NOW, THEREFORE

BE IT RESOLVED, by the City Council of the City of Keizer that a Keizer Points of Interest Committee, a City Council Committee, is hereby established as outlined in appendix "A", which is attached hereto and by this reference made a part hereof;

BE IT FURTHER RESOLVED that the Keizer Points of Interest Committee shall submit final plans for each site to be recognized to the City Council for their acceptance and approval.

PASSED this 7th day of July, 2003.

SIGNED this 7th day of July, 2003.



Mayor


City Recorder

FMAGIC

Appendix "A"

City Council Committee

Name: Kelzer Points of Interest Committee (KPIC)

Purpose: To steer and coordinate efforts to identify, authenticate, and memorialize sites of interest located in or near Kelzer. Specifically, the Committee shall steer and coordinate only, indicating that the role of this committee is to lead such efforts, causing it to happen but not necessarily do it. The sites of interest may be historical, geographic, botanical, or the unusual.

Membership: The Committee shall consist of seven (7) members. The members shall include a Kelzer Chamber of Commerce representative, Kelzer Area Visitors Association (KAVA) representative, Kelzer Heritage Museum representative, Kelzer Parks Advisory Board representative, and three citizens-at-large. Members of the steering or subcommittees may reside outside of the Kelzer area. A liaison from the City Council shall serve as non-voting ex officio members. Members shall be appointed as outlined by the City Council Rules of Procedure.

Term of Office: Each member of the Committee shall be appointed for a three-year term. Members may be reappointed and can serve an unlimited number of consecutive terms. Upon appointment of the first group of members, terms shall be staggered for one, two, and three years to avoid a full turn over of committee members.

Chair and Recording Secretary: The Committee shall elect a Chair and Recording Secretary from among the members at the first meeting of each year. The Committee shall also have the power to remove the chair, if necessary.

Meetings: The Committee shall meet at need, but no less than once annually. All meetings of the Committee shall follow Roberts Rules of Order Newly Revised and the Oregon Public Meeting Laws.

Attendance: It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify the Chair. Members of the Committee may be removed by two-thirds majority vote of the City Council.

Procedures: The Committee shall submit final plans for each site to be recognized to the City Council for their acceptance and approval.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2004-1546

AMENDING MEMBERSHIP REQUIREMENTS FOR

KEIZER POINTS OF INTEREST COMMITTEE

(AMENDING RESOLUTION R2003-1426 – APPENDIX “A”)

WHEREAS, the City Council adopted Resolution 2003-1426 on July 7, 2003 establishing a Keizer Points of Interest Committee to provide a forum for a group to lead such efforts in identifying such sites as historical, geographical, botanical, or the unusual;

WHEREAS, the membership of the committee consists of seven (7) members which include a Keizer Chamber of Commerce representative, Keizer Area Visitors Association (KAVA) representative, Keizer Heritage Museum representative, Keizer Parks Advisory Board Representative, and three citizens-at-large representatives;

WHEREAS, the Chamber of Commerce representative is serving a dual role with the knowledge and expertise of the Keizer Area Visitors Association It has been requested that these positions be combined and another citizen at large position be added to the Committee; NOW, THEREFORE

BE IT RESOLVED, by the City Council of the City of Keizer that Resolution R2003-1426 is amended to change the membership to delete the Keizer Area Visitors Association representative and add another citizen at large member as

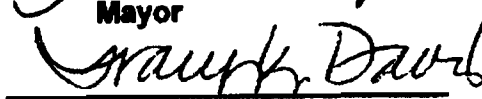
as outlined in appendix "A", which is attached hereto and by this reference made a
part hereof;

PASSED this 15th day of November, 2004.

SIGNED this 15th day of November, 2004.



Mayor



City Recorder

Appendix "A"

City Council Committee

Name: Keizer Points of Interest Committee (KPIC)

Purpose: To steer and coordinate efforts to identify, authenticate, and memorialize sites of interest located in or near Keizer. Specifically, the Committee shall steer and coordinate only, indicating that the role of this committee is to lead such efforts, causing it to happen but not necessarily do it. The sites of interest may be historical, geographic, botanical, or the unusual.

Membership: The Committee shall consist of seven (7) members. The members shall include a Keizer Chamber of Commerce representative, Keizer Heritage Museum representative, Keizer Parks Advisory Board representative, and four citizens-at-large. Members of the steering or subcommittees may reside outside of the Keizer area. A liaison from the City Council shall serve as non-voting ex officio members. Members shall be appointed as outlined by the City Council Rules of Procedure.

Term of Office: Each member of the Committee shall be appointed for a three-year term. Members may be reappointed and can serve an unlimited number of consecutive terms. Upon appointment of the first group of members, terms shall be staggered for one, two, and three years to avoid a full turn over of committee members.

Chair and Recording Secretary: The Committee shall elect a Chair and Recording Secretary from among the members at the first meeting of each year. The Committee shall also have the power to remove the chair, if necessary.

Meetings: The Committee shall meet at need, but no less than once annually. All meetings of the Committee shall follow Roberts Rules of Order Newly Revised and the Oregon Public Meeting Laws.

Attendance: It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify the Chair. Members of the Committee may be removed by two-thirds majority vote of the City Council.

Procedures: The Committee shall submit final plans for each site to be recognized to the City Council for their acceptance and approval.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2007-_____

ESTABLISHING A KEIZER POINTS OF INTEREST COMMITTEE (KPIC)

(REPEALING R2003-1426 AND R2004-1546)

WHEREAS, in 2003, the Keizer City Council established a Points of Interest Committee to identify, authenticate, and memorialize sites of interest located in the Keizer area; and

WHEREAS, the Committee consists of seven (7) members including a Keizer Chamber of Commerce representative and a Keizer Parks and Recreation Board representative. Members have been appointed to each of these positions and serve three-year terms; and

WHEREAS, the Keizer Points of Interest Committee and the Keizer Parks and Recreation Board have concluded it is not necessary to have a designated member of the Parks and Recreation Board to serve on the Points of Interest Committee; NOW, THEREFORE

BE IT RESOLVED, by the City Council of the City of Keizer that a Keizer Points of Interest Committee, a City Council Committee, is hereby established as outlined in appendix "A", which is attached hereto and by this reference made a part hereof;

BE IT FURTHER RESOLVED that all current members will continue to serve in their current terms and positions;

**BET IF FURTHER RESOLVED that Resolutions 2003-1426 and
R2004-1546 are hereby repealed in their entirety.**

PASSED this _____ day of _____, 2007.

SIGNED this _____ day of _____, 2007.

Mayor

City Recorder

Appendix "A"

City Council Committee

Name: Keizer Points of Interest Committee (KPIC)

Purpose: To steer and coordinate efforts to identify, authenticate, and memorialize sites of interest located in or near Keizer. Specifically, the Committee shall steer and coordinate only, indicating that the role of this committee is to lead such efforts, causing it to happen but not necessarily do it. The sites of interest may be historical, geographic, botanical, or the unusual.

Membership: The Committee shall consist of seven (7) members. The members shall include a Keizer Chamber of Commerce representative and six (6) citizens-at-large. Members of the steering or subcommittees may reside outside of the Keizer area. A liaison from the City Council shall serve as non-voting ex officio members. Members shall be appointed as outlined by the City Council Rules of Procedure.

Term of Office: Each member of the Committee shall be appointed for a three-year term. Members may be reappointed and can serve an unlimited number of consecutive terms. Upon appointment of the first group of members, terms shall be staggered for one, two, and three years to avoid a full turn over of committee members.

Chair and Recording Secretary: The Committee shall elect a Chair and Recording Secretary from among the members at the first meeting of each year. The Committee shall also have the power to remove the chair, if necessary.

Meetings: The Committee shall meet at need, but no less than once annually. All meetings of the Committee shall follow Roberts Rules of Order Newly Revised and the Oregon Public Meeting Laws.

Attendance: It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify the Chair. Members of the Committee may be removed by two-thirds majority vote of the City Council.

Procedures: The Committee shall submit final plans for each site to be recognized to the City Council for their acceptance and approval.



MINUTES KEIZER CITY COUNCIL

Monday, May 7, 2007

Keizer City Hall

**Robert L. Simon Council Chambers
Keizer, Oregon**

CALL TO ORDER

Mayor Christopher called the regular meeting to order at 7:01 pm. Roll Call was taken as follows:

Present:

Lore Christopher, Mayor
David McKane, Councilor
Troy Nichols, Councilor
Richard Walsh, Council President
(Arrived 7:04)
Cathy Clark, Councilor
Jacque Moir, Councilor
Jim Taylor, Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Rob Kissler, Public Works
Marc Adams, Chief of Police
Tracy Davis, City Recorder

FLAG SALUTE

The Pledge of Allegiance was led by Mayor Christopher.

PUBLIC TESTIMONY

Kevin Baker, Keizer, requested that Council suspend the vendor ordinance on the day of the parade in order for non-profit organizations to fundraise – specifically the Future Business Leaders of America students at McNary – so that 15 students may attend the national competition for website design in Chicago. Mr. Baker fielded questions from Council and discussion took place regarding the resolution.

Mr. Baker continued as Vice Chair of the Planning Commission, reviewing decisions made by the Planning Commission recently regarding text amendments and a public hearing for a fencing variance. He also censured the Keizer Times for an editorial which reflected negatively on Chair Graf and implied that Commissioners were untrained. Discussion then took place regarding adopting formal procedures on this issue or at least on the use of flash photography.

Jerry McGee, Keizer, spoke as Chair of the Keizer Points of Interest Committee (KPIC) requesting that the designated Parks Board member be replaced with a citizen at large on KPIC. Discussion followed regarding the membership including the Keizer Chamber/KAVA position and membership from other committees.

Mr. McGee continued his briefing with information regarding the Veterans Memorial and funding through the Oregon Parks & Recreation and the Oregon Lottery specifically designated for Veterans Memorials. He detailed criteria for this funding adding that the grant is a 80/20% grant with the applicant being responsible for 20% of the requested amount. He briefly described the timeline and other details of the memorial and noted that the total cost is estimated to be \$143,500 making the city's cost \$28,600 with \$14,400 eligible as "in kind". He concluded by detailing possible funding ideas including a penny drive involving elementary and middle school children and a wall of plaques.

David Philbrick, Keizer, representing the Parks Board, reported that the Board

- Recommends adding two members in order to help share an ever-increasing work load with evaluation of the positions taking place as the terms expire.
- Recommends and supports the proposed parks rules with the understanding that they will be reviewed following implementation.
- Supports increased staffing in the Parks Department and is looking forward to receipt of the updated Master Plan and improvement of area parks.
- Is in favor of changing the status of KPIC representation.
- Has given approval to the Keizer Little League for hosting a tournament this summer and allowing the lights to remain on until midnight during the tournament.

Mr. Philbrick added that the tree assessment at Meadows following the wind damage earlier this year has determined that 6 or 7 trees will need to be removed. Rob Kissler added that they are hoping to accomplish this during the current fiscal year.

William Hakem, Keizer, explained that his residence does not have a garage and he is unable to engineer one within the existing property line. He requested that the city vacate a portion of Sieburg so that he could remedy the situation and suggested that he would be willing to put money in escrow for tree planting on Claggett Creek in exchange for this. Mayor Christopher referred this to staff for review. Discussion then took place regarding the location of the property and access to Claggett Creek, location of utilities and sanitary sewer and potential development of green space.

Janice Schiedler, on behalf of Marion County farmers, suggested that a farmers market be established in the Keizer area and explained the benefits. She suggested that perhaps Wittenberg Lane could be used for this purpose with the street being closed on Saturdays. Discussion followed regarding possible locations, space needs and the process that would be necessary to get this going. Mayor Christopher voiced

enthusiasm for this project and urged Ms. Schiedler to work with the City Attorney and City Manager on this project.

Cary Schneider, Keizer, President of Keizer Little League, requested a variance to Section 3c of the park operating agreement in order to host a junior level and potentially state tournament July 7 through 28. This would involve two games at night and the league is requesting that the lights be allowed to remain on one hour past the agreement time (until midnight). Affected neighbors have been contacted and have approved the request. Following discussion on the process, Council agreed that, barring any negative public outcry, they supported allowing this variance, but encouraged any citizens opposed to this to let them know.

Bill Quinn, Keizer, explained his opinion that had been published in the Keizer Times and suggested that the Fire Chief come back to a Council meeting to answer additional questions about service. He advocated that the Keizer Fire Department provide service to all of Keizer instead of sharing it with Marion County and that some day the Fire Department become another department under the City.

PUBLIC HEARING
a. RESOLUTION ~
Forming Haley
Estates Street
Lighting District

City Manager, Chris Eppley, provided the history of the formation of this Street Lighting Local Improvement District and noted that the Public Hearing was to consider remonstrances to the project and objections to proposed assessments. Staff recommendation is that City Council open a Public Hearing to consider oral objections and written remonstrances to the formation of Haley Estates Street Lighting Local Improvement District and if there are no objections, close the public hearing and consider adoption of the resolution forming the district and the proposed assessment ordinance.

Mayor Christopher opened the Public Hearing.

With no testimony, Mayor Christopher closed the Public Hearing.

Councilor Walsh moved to adopt Resolution R-2007 Forming Haley Estates Street Lighting Local Improvement District. Councilor Moir seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Nichols, Moir, Clark, McKane and Taylor (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

ORDINANCE ~
Spreading
Assessments to
Haley Estates
Street Lighting
District

Councilor Walsh moved to adopt Ordinance Number 2007 Spreading Assessments to Haley Estates Street Lighting Local Improvement District. Councilor Moir seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Nichols, Moir, Clark, McKane and Taylor (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**b. RESOLUTION ~
Forming Sarah
Jean Court Street
Lighting District**

City Manager, Chris Eppley, provided the history of the formation of this Street Lighting Local Improvement District and noted that the Public Hearing was to consider remonstrances to the project and objections to proposed assessments. Staff recommendation is that City Council open a Public Hearing to consider oral objections and written remonstrances to the formation of Sarah Jean Court Street Lighting Local Improvement District and if there are no objections, close the public hearing and consider adoption of the resolution forming the district and the proposed assessment ordinance.

Mayor Christopher opened the Public Hearing.

With no testimony, Mayor Christopher closed the Public Hearing.

Councilor Walsh moved to adopt Resolution R-2007 Forming Sarah Jean Court Street Lighting Local Improvement District. Councilor Nichols seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Nichols, Moir, Clark, McKane and Taylor (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**ORDINANCE ~
Spreading
Assessments to
Sarah Jean Court
Street Lighting
District**

Councilor Walsh moved to adopt Ordinance Number 2007 Spreading Assessments to Sarah Jean Court Street Lighting Local Improvement District. Councilor Nichols seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Nichols, Moir, Clark, McKane and Taylor (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**c. RESOLUTION ~
Forming Madalyn
Terrace Street
Lighting District**

City Manager, Chris Eppley, provided the history of the formation of this Street Lighting Local Improvement District and noted that the Public Hearing was to consider remonstrances to the project and objections to proposed assessments. Staff recommendation is that City Council open a Public Hearing to consider oral objections and written remonstrances to the formation of Madalyn Terrace Street Lighting Local Improvement District and if there are no objections, close the public hearing and consider adoption of the resolution forming the district and the proposed assessment ordinance.

Mayor Christopher opened the Public Hearing.

With no testimony, Mayor Christopher closed the Public Hearing.

Councilor Walsh moved to adopt Resolution R-2007 Forming Madalyn Terrace Street Lighting Local Improvement District. Councilor Moir seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Nichols, Moir, Clark, McKane and Taylor (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

**ORDINANCE ~
Spreading
Assessments to
Madalyn Terrace
Street Lighting
District**

Councilor Walsh moved to adopt Ordinance Number 2007 Spreading Assessments to Madalyn Terrace Street Lighting Local Improvement District. Councilor Moir seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Nichols, Moir, Clark, McKane and Taylor (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

**ADMINISTRATIVE
ACTION**

a. RESOLUTION ~

**Authorizing
Temporary Use
and Signs
Subject to
Conditions for
Iris Festival
(2007)**

City Attorney Shannon Johnson explained that this is an annual authorization and fielded questions from Council regarding this Resolution.

Councilor Walsh moved to adopt Resolution R-2007 authorizing Temporary Use and Signs Subject to Conditions for Iris Festival. Councilor Moir seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Nichols, Moir, Clark, McKane and Taylor (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

**b. RESOLUTION ~
Suspend
Vendors for Iris
Fest Parade**

City Attorney Shannon Johnson explained that this matter had been brought forward by Kevin Baker on behalf of the Future Business Leaders of America. Discussion followed regarding the hours for this suspension, safety, location and time limitations and potential conflicts with other vendors. Mr. Johnson suggested that the following language be added to the resolution: "BE IT RESOLVED that a temporary suspension of the Ordinance prohibiting street vendors is hereby granted and street vendors will be permitted on Saturday, May 19, 2007 from 8:00 a.m. to noon *adjacent to River Road North outside the paved area of the street; however vendors may be on the paved area of the street after it is closed but before the parade has reached that area.*"

Councilor Walsh moved to adopt Resolution R2007 Authorizing Temporary Suspension of the Ordinance Prohibiting Street Vendors as amended.

Councilor Taylor offered a friendly amendment that vendors would be non-motorized. Councilor Walsh accepted the amendment.

Councilor Taylor seconded the motion.

Following lengthy discussion Shannon re-read the resolution with additions (italicized): "BE IT RESOLVED that a temporary suspension of the Ordinance prohibiting street vendors is hereby granted and street

vendors will be permitted on Saturday, May 19, 2007 from 8:00 a.m. to noon *adjacent to River Road North outside the paved area of the street; however vendors may be on the paved area after the right of way is closed, but before the parade or any event has reached that area.* BE IT FURTHER RESOLVED, all vendors must have any necessary governmental permits and *private property owner* approvals and *may operate in non-motorized vehicles only.*”

Motion passed unanimously as follows:

AYES: Christopher, Walsh, Nichols, Moir, Clark, McKane and Taylor (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**c. RESOLUTION ~
Expanding
Membership of
parks and
Recreation
Advisory Board**

City Attorney Shannon Johnson explained that the Parks Board is recommending expansion of the Board membership from seven to nine and explained the rotation of the members.

Councilor Walsh moved to adopt Resolution R2007 Expanding the Number of Members on the Parks and Recreation Advisory Board (Amending Resolution R93-691). Councilor McKane seconded.

Councilor Taylor offered a friendly amendment to have one of the new members be a representative of the Chamber of Commerce. Councilor Walsh accepted the amendment. Councilor McKane did not.

Councilor Taylor moved to amend the resolution to indicate that one of the new members be a Chamber representative. Councilor Walsh seconded. Motion failed as follows:

AYES: Taylor (1)

NAYS: Christopher, Walsh, Nichols, Moir, Clark and McKane (6)

ABSTENTIONS: None (0)

ABSENT: None (0)

Mayor Christopher restated the original motion: to adopt Resolution R2007 Expanding the Number of Members on the Parks and Recreation Advisory Board (Amending Resolution R93-691). Motion passed unanimously as follows:

AYES: Christopher, Walsh, Nichols, Moir, Clark, McKane and Taylor (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**d. RESOLUTION ~
Authorizing
the City
Manager to
Award**

Public Works Director, Rob Kissler, explained the two exhibits noting that the improvements meet the City's Master Plan for both parks and accomplish the goal of connectivity for the neighborhoods, and summarized the improvements and the basis of award.

**Contracts to R.
C. Landworks
(Schedule A)
and M. L.
Houck
Construction
(Schedule B)
for Labish
Creek
Improvements**

Councilor Walsh moved to adopt Resolution R2007 Authorizing the City Manager to Enter an Agreement With R. C. Landworks for Labish Floodway and Drainage Improvements Hidden Creek and Country Glen Parks (Schedule A). Councilor Moir seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Nichols, Moir, Clark, McKane and Taylor (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Mr. Kissler then summarized the fiscal impacts and improvements for Schedule B.

Councilor Walsh moved to adopt Resolution R2007 Authorizing the City Manager to Enter an Agreement With M. L. Houck Construction for Labish Floodway and Drainage Improvements Hidden Creek and Country Glen Parks (Schedule B). Councilor Moir seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Nichols, Moir, Clark, McKane and Taylor (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**e. ORDINANCE ~
Establishing
Keizer Park
Regulations
(Repealing
Ordinance No.
2001-460)**

City Attorney Shannon Johnson explained that these regulations came about during the process of preparing for the new Keizer Rapids Park opening. He reviewed Section 15 with choices on alcohol. Following lengthy discussion Council agreed by consensus to have no alcohol allowed at this time.

Discussion continued on Section 20 (1). It was suggested that "*bows, cross bows, and arrows*" be added after "...or paint ball guns." And that Section 20(3) read: "No fireworks may be brought into or used in any park except for commercial firework displays approved in writing by the City Council."

Mr. Johnson concluded with a summary of changes that were made pursuant to Parks Board review.

Councilor Walsh moved to adopt Ordinance No. 2007 Establishing Keizer Parks Regulations (Repealing Ordinance No. 2001-460) as amended. Councilor Nichols seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Nichols, Moir, Clark, McKane and Taylor (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**f. ORDINANCE ~
Authorizing
and Ratifying
the Placement
of "Stop"
Signs and
Delegating
Authority
(Repealing
R87-268)**

City Attorney Shannon Johnson explained that this Ordinance will validate and ratify location of stop signs and allows Public Works to keep an official list. Rob Kissler explained the process for removal of a stop sign. Mr. Johnson noted that "...Public Works director has the full authority to place *or remove* additional Stop....." should be included in Section 2 of the Ordinance. Additional discussion took place.

Councilor Walsh moved to Adopt Ordinance No. 2007 Authorizing and Ratifying the Placement of "Stop" Signs and Delegating Authority to the Public Works Director; Repeal of Resolution R87-268, as amended.
Councilor Nichols seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Nichols, Moir, Clark, McKane and Taylor (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

**CONSENT
CALENDAR**

- A. Approval of April 2, 2007 Regular Session Minutes
- B. Approval of April 9, 2007 Work Session Minutes
- C. Approval of April 16, 2007 Regular Session Minutes

Councilor Walsh moved for approval of the Consent Calendar. Councilor Nichols seconded. Councilor Taylor noted that he would abstain from voting on the April 16 Minutes since he was absent. Motion passed as follows:

AYES: Christopher, Walsh, Nichols, Clark, McKane, Moir and Taylor (for items A & B) (7)
NAYS: None (0)
ABSTENTIONS: Taylor (1) (On Item C only)
ABSENT: None (0)

**COMMITTEE
REPORTS
a. Keizer Hall of
Heroes –
Keizer Civic
Center**

Councilor Clark reported that:

- Keizer Emergency Planning Committee met on April 24. The next meeting will be July 24.
- Mid-Willamette Valley Advisory Commission on Transportation (MWACT) met May 3 with emphasis on funding for roads, rails and freight movement
- Oregon Municipal Planning Organization Consortium (OMPOC) is a group of municipal planning associations that come together to share ideas, work on legislative agendas and issues of statewide significance. The annual summit is October 12 and 13 in Keizer.
- Keizer 23 Task Force continues to meet to develop scope and content of programming and the framework for the permanent Channel 23 Advisory Committee. The Task Force would like permission to direct staff to develop a resolution establishing the permanent standing committee: Keizer 23 Advisory Committee. Council agreed by consensus to direct staff to prepare said resolution.
- She will be attending a meeting on the Willamette River Maintenance

Plan in Albany on May 10.

- West Keizer Neighborhood Association will meet Thursday, May 10 at McNary High School.

Councilor Taylor reported that:

- Bikeways Committee Iris Fest 5-mile and 13-mile bike rides will begin at 10 a.m. Sunday, May 20.
- May 19 the Reach the Beach Bike Run will be coming through Keizer. Councilor Taylor also questioned if there were any designated Heritage trees and some discussion followed.

Councilor Walsh reported that:

- Library Task Force will meet May 10 to review responses to the RFP.
- Councilors Moir, Nichols and Walsh and City Manager Chris Eppley will attend the Commissioners Breakfast on May 10.
- RIVER Task Force will not meet in May.
- Personnel Policy met and is talking about a salary survey and retirement.
- Salem-Keizer Area Transportation Study (SKATS) met. He showed the 2031 Regional Transportation System Plan which includes the possibility of another freeway entrance north of Keizer.
- He attended the dinner recently with Trust for Public Lands.

Councilor Moir reported that the next Civic Center Task Force meeting will be May 16 at noon.

Mayor Christopher reported:

- Keizer Junior Miss is May 12.
- City Manager Performance Review will be done in June.
- Show & Shine Car show, just for high school students will be held at the Northwest Vintage Car and Motorcycle Museum at Brooks. Additional information is available at:
<http://www.nwcarandcycle.org/Events/CarShow.html>
- Budget Committee meets May 8, 2007 at 5:45 in Council Chambers.
- Mother's Day breakfast is Sunday May 13 at the Keizer Fire District.

COMMITTEE REPORTS (General)

Rob Kissler announced that

- Public Works and Keizer Fire District will be hosting an Open House on May 21st beginning at 6:30 pm.
- Stormwater Task Force meets at 5:30 on May 10. He commended Bill Lawyer for a job well done.
- Pre-construction for the Chemawa bridge replacement will be in June with anticipated construction completed by September 30. Chemawa will be closed during that time with traffic rerouted to Dearborn.
- Construction on Tepper undercrossing begins May 18 and will take approximately 6-8 weeks. The railroad will be closed for a short time and final construction on approaches will be done in daylight hours.

Neighbors within the area have been notified; underground utilities are in the process of being relocated.

OTHER BUSINESS None

a. New Business

b. Old Business

WRITTEN COMMUNICATIONS Mayor Christopher read a thank you note from the Newton family.

AGENDA INPUT **May 14, 2007**
 5:30 p.m. City Council Work Session
 May 16, 2007
 5:45 p.m. City Council Special Session
 • **Fence Variance Case No. 2007-04 Appeal Hearing (Thatcher)**
 May 21, 2007
 7:00 p.m. City Council Regular Session
 June 4, 2007
 7:00 p.m. City Council Regular Session

ADJOURNMENT Mayor Christopher adjourned the meeting at 10:34 p.m.

APPROVED:

MAYOR:

Debbie Lockhart, Deputy City Recorder

Lore Christopher

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Cathy Clark

Councilor #2 – Troy Nichols

Councilor #5 – Richard Walsh

Councilor #3 – Jacque Moir

Councilor #6 – James Taylor

Minutes approved:

CITY COUNCIL MEETING: May 21, 2007

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, MMC
CITY RECORDER**

SUBJECT: VOLUNTEER OF THE QUARTER AWARD

ISSUE:

The Volunteer Coordinating Committee has selected Ron and Mikki Hittner as the recipients of the Volunteer of the Quarter for first quarter 2007. Mr. and Mrs. Hittner were instrumental in the Keizer Youth Basketball Association. Richard Walsh, along with the other members of the City Council nominated them for this award.

Mr. and Mrs. Hittner have been invited to the meeting to accept their volunteer award. Our thanks and congratulations to Mr. and Mrs. Hittner for their contributions to our community.