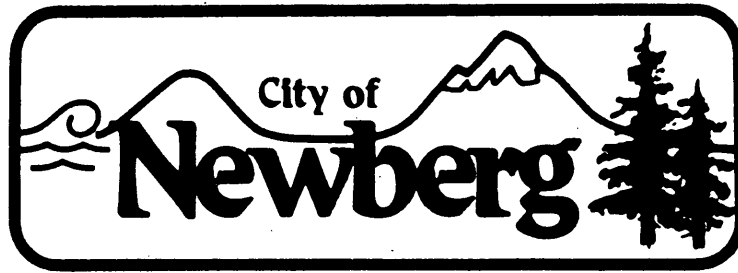


NUMERIC LISTING OF DOCUMENT FILE IN RECORDER'S VAULT

Date	Item #	Subject/Action	Ex Date	Film Ref.	Reference	Retention
08/24/95	1454	Motorola Master Radio Service Software License Agreement (Police radios)				
10/06/95	1455	Waiver of Rights to Remonstrance - George Fox College (DLC No. 1475, Claim No. 54, T3S, R2W)				
10/10/95	1456	Oregon Water Resource Department Certificate of Water Right - Well No. 5. (date of priority is 08/06/70)				
10/12/95	1457	Chemeketa Cooperative Regional Library Service (CCRLS) Intergovernmental Agreement				
10/20/95	1458	Delmar C. Washburn - Waiver of Rights to Remonstrance - Parcels 1 & 2, Partition Plat No. 1995-77.				
10/24/95	1459	Seventh Street/Wynooski Road Sanitary Sewer Improvements Project Contract - Canby Excavating				
12/15/94	1460	Pacific Emergency Vehicles - 2 Medtec ambulances: Purchase Contract, Change Orders and Acceptance Agreement				
12/22/94	1461	Clay Moorehead (CDA & Associates) - consultant agreements (8/94 - 12/94 and 02/97) (original file #1361 now empty). The agreements are contained in #1461)				
10/10/95	1462	Portland Metropolitan Interagency Pursuit Agreement				
11/22/95	1463	Gueldner, Herbert & Ella - Temporary Permit of Entry (605/607 S. Center Street)				
12/06/95	1464	Mid-Willamette Council of Governments - Block Grant for Feasibility Study - Family Resource Center - Grant #T95045)				
12/21/95	1465	Intergovernmental Agreement - Tualatin Valley Fire and Rescue - consultant services				
11/22/95	1466	Bargain & Sale Deed - NSP Development (Street dedication - 115 S. Everest Street)				
12/27/95	1467	Waiver of Rights to Remonstrance (Twenge, Jeff & Deona (Partition Plat 1 & 2)				
12/18/95	1468	Storm Sewer Easement (Clifford Wilhelmson)				
01/08/96	1469	Valley Credit Services - Municipal Court Collections				
4/01/95	1470	Western Attitudes (Community Attitude Survey)				
01/04/96	1471	Commercial Bank - Sanitary Sewer Easement				



CITY OF NEWBERG
CITY RECORDER INDEX NO. 461

City Manager
(503) 538-9421

414 E. First St.
Newberg, Oregon 97132

City Attorney
(503) 537-1208

City FAX
(503) 538-5393

Community Development Office

719 EAST FIRST STREET • NEWBERG, OR 97132 • 537-1210 • FAX: 537-1272

February 27, 1997

Mr. Clay Moorhead
Principal
CDA Consulting Group
P.O. Box 3311
Portland, OR 97208-3311

RE: Amendment Number 1 to Consultant Agreement dated August 7, 1996

Dear Mr. Moorhead:

The subject agreement contains some provisions which are outdated and require modification.

Specifically, paragraph 1. **Term**, specifies a 3-month period of service. At our request, you have been providing services, intermittently, through the present. Your current activity, including your intensive work on the Department's response to the Ballot Measure 47 challenge, is likely to continue for a while. Accordingly, this Amendment Number 1 to the agreement extends the period of service to June 30, 1997.

Similarly, under paragraph 4. **Compensation**, your hourly rates are quoted as \$75.00/hour for a Principal and \$55.00 per hour for an Associate. Reflecting annual salary adjustments effective January 1, 1997, these rates are modified for 1997 to \$80.00 /hour for a Principal and \$60.00 /hour for an Associate. Also, in the same paragraph a monthly billing of approximately \$2500.00 is mentioned. We

Building: 537-1240 • Community Development: 537-1210 • Finance: 537-1201 • Fire: 537-1230
Library: 538-7323 • Municipal Court: 537-1203 • Police: 538-8321 • Public Works: 537-1214 • Utilities: 537-1205
Municipal Court Fax: 537-1277 • Community Development Fax: 537-1272 • Library Fax: 538-9720

"Working Together For A Better Community-Serious About Service"

Original Consultant
Agreement

CAA
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Appts
1361 } debt
1461 } one

Clay Moorhead
February 27, 1997
Page 2

acknowledge that your current activity will result in billings covering one or two months well in excess of that monthly figure, although in general, we feel the \$2500.00 figure continues to be applicable under more normal conditions.

The remainder of the terms and conditions in the August 7 agreement are unchanged. To indicate your concurrence with this Amendment, please sign in the space provided below and return one original copy of this Amendment to our offices. Thank you for your continued high quality service to the City of Newberg.

Sincerely,



Michael Soderquist, P.E., P.L.S., DEE
Community Development Director

Agreed to this 28 day of February, 1997.



Clay W. Moorhead, Principal
CDA Consulting Group

c: Duane Cole, City Manager
John Knight, Planning Manager



Real Estate Project Development • Urban Design • Governmental Affairs

1017 S.E. 22nd Circle . Troutdale OR 97060 (503) 665-4526
Pager (503) 441-3620

CONSULTANT AGREEMENT

This agreement is between the City of Newberg (City), an Oregon city, and Clay Moorhead (Consultant).

The parties agree as follows:

1. **Term.** The term of this Agreement shall be from July 25, 1994 through September 16, 1994 or longer as may be determined by the parties.
2. **Scope of Services.** Consultant's services under this agreement shall consist of the following:
 - A. Consultant will provide services under the supervision of the Newberg Community Development Director, Mr. Greg Scoles.
 - B. Consultant will provide services three days per week normally beginning at 8:00 AM and ending at 5:00 PM, Wednesday, Thursday and Friday through the duration of this contract. Hours may be modified, increased or decreased as determined by the City.
 - C. Consultant may be required to attend and represent the City on matters at public hearings and other meetings outside regular working hours. Meeting times may include early mornings and evenings. The scheduling of such meetings shall be determined by the City. The City will attempt to provide as much notice of the time and schedule of such meetings, as is reasonably possible.
 - D. Consultant will evaluate the current work load of the Newberg Planning Division and recommend the prioritization of departmental tasks, taking into consideration the directions of the Community Development Director, staff resources, funding, and time scheduling requirements. These tasks include: development permit applications; state mandated compliance requirements; grant administration, and community development needs such as issues relating to the City's open space designation and transportations implementation standards. The recommendation of the consultant will be presented to the Community Development Director for prioritization of work tasks by August 5, 1994.

12/22/94
CITY OF NEWBERG
CITY RECORDER INDEX NO. 1461

E. The Consultant may direct the work activities and assignments of the Planning Technician and the Planning Secretary in order to accomplish tasks assigned by the Community Development Director.

F. The Consultant will schedule at least one meeting per week with the Community Development Director to evaluate interim work tasks and development issues. Consultant will be available for other meetings as may be assigned.

3. **Consultant Identification.** Consultant's social security number is 543-68-1439.

4. **Compensation.**

A. The City agrees to pay Consultant on an hourly basis at a rate of \$60.00 per hour as full compensation. The City agrees to pay incidental expenses such as coping costs and mileage outside of normal commuting as approved by Mr. Greg Scoles.

B. The City agrees to pay Consultant within 30 days after receipt of an invoice.

C. Mr. Greg Scoles certifies that he is acting in behalf of the City of Newberg, and has the authorization to enter into this Agreement on its behalf, and that sufficient funds are available for expenditure to finance the costs of this Agreement.

5. **Consultant is Independent Contractor.** Consultant's services shall be provided under the general supervision of the Community Development Director, Mr. Greg Scoles, but Consultant shall be an independent Contractor for all purposes and shall be entitled to work independently to supply services mentioned in (2.) above.

Consultant shall not be entitled to holiday, vacation or sick time. Consultant shall not be entitled to receipt of any City benefit, including but not limited to, medical, dental, retirement or workers compensation.

Consultant has other clients and is entitled to maintain reasonable contact with such clients while under the employment of this Agreement. Such contact shall not interfere with the scope of services identified above.

6. **Access to Records.** The City shall have access to all books, documents, papers and records of Consultant which are pertinent to this Agreement for the purpose of making an audit, examination, excerpts and/or transcripts.

7. **Modification.** Any modification of the provisions of this Agreement shall be in writing and signed by the parties.

8. **Integration.** This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements.

9. **Information and Reports.** The Consultant shall furnish periodic reports concerning the status of the project, at such time that the City may require.

10. **Responsibilities of City.** The City shall furnish the Consultant with all available necessary information, data, and material pertinent to the execution of this Agreement.

11. **Notice of Termination of Agreement.** The parties agree to provide a minimum of Fourteen (14) days written notice of the termination of this Agreement; provided however, the City may terminate the consultant's employment immediately upon written notice, for just and reasonable cause.

The Consultant shall prepare a final report that details the status of projects assigned to the Consultant under this Agreement. This report shall be delivered to the City prior to the termination of this Agreement. The Consultant will be available for follow-up conferences and telephone calls relating to work assigned under this Agreement. The rate of compensation for follow-up conferences and telephone calls shall be at the same rate of compensation as mentioned in section 4 above.

Clay W. Moorhead
Consultant

Mr. Greg Scoles, Community Dev. Dir.
City of Newberg

Clay W. Moorhead, Date: 7-25-94

Greg Scoles, Date: 8/4/94

APPROVED AS TO FORM
AND CONTENT:

CITY OF NEWBERG

Terrence D. Mahr, City Attorney

Duane R. Cole, City Manager

Clay W. Moorhead

Project Management Consulting Services

(503) 665-4526

1017 S.E. 22nd Circle Troutdale, OR 97060

161**CONSULTANT AGREEMENT**

This agreement is an extension of the CONSULTANT AGREEMENT between the City of Newberg, an Oregon city, and Clay Moorhead (Consultant) signed August 4, 1994.

The parties agree as follows:

1. **Term**. The term of this Agreement shall be from December 15, 1994 through March 15, 1995 or longer as may be determined by the parties.
2. **Scope of Services**. Consultant's services under this agreement shall consist of the following:
 - A. Consultant will provide services under the supervision of the Newberg Community Development Director, Mr. Greg Scoles.
 - B. Consultant will provide services as outlined on the attached Scope of Services entitled "Newberg Services, Engineering Specifications". 11-8-94
 - C. Consultant will attend and represent the City on matters at public hearings and other meetings out side regular working hours. Meeting times may include early mornings and evenings and shall otherwise be as outlined in the attached Scope of Services.
 - D. The Consultant may direct the work activities and assignments of the Planning Technician and the Planning Secretary in order to accomplish tasks assigned by the Community Development Director.
3. **Consultant Identification**. Consultant's social security number is 543-68-1439.
4. **Compensation**.
 - A. The City agrees to pay Consultant fees identified in the Project Costs sections of the attached Scope of Services. The total project cost for Project (A) Narrative Standards, and Project (B) Specification Drawings is \$11,400.00.

B. The City agrees to pay Consultant within 30 days after receipt of an invoice.

C. Mr. Greg Scoles certifies that he is acting in behalf of the City of Newberg, and has the authorization to enter into this Agreement on its behalf, and that sufficient funds are available for expenditure to finance the costs of this Agreement.

5. **Consultant is Independent Contractor.** Consultant's services shall be provided under the general supervision of the Community Development Director, Mr. Greg Scoles, but Consultant shall be an independent Contractor for all purposes and shall be entitled to work independently to supply services mentioned in (2.) above.

6. **Access to Records.** The City shall have access to all books, documents, papers and records of Consultant which are pertinent to this Agreement for the purpose of making an audit, examination, excerpts and/or transcripts.

7. **Modification.** Any modification of the provisions of this Agreement shall be in writing and signed by the parties.

8. **Integration.** This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements.

9. **Information and Reports.** The Consultant shall furnish periodic reports concerning the status of the project, at such time that the City may require.

10. **Responsibilities of City.** The City shall furnish the Consultant with all available necessary information, data, and material pertinent to the execution of this Agreement.

11. **Notice of Termination of Agreement.** The parties agree to provide a minimum of Fourteen (14) days notice of the termination of this Agreement.

Clay W. Moorhead
Consultant

Mr. Greg Scoles, Community Dev. Dir.
City of Newberg

Clay W. Moorhead, Date: 12-12-94 Greg Scoles, Date: 12-22-94

INTEROFFICE MEMORANDUM

To: Project File
CC: Larry A. and Chuck L.
From: Greg Scoles
Date: December 22, 1994
Subject: Engineering Specifications

As we have discussed, I have signed an agreement with Clay Moorhead to revise the above mentioned specifications. I have attached a copy of his scope of services for your information. At this time I am intending to pay for this project out of the Capital Projects Fund and Street Fund as follows:

Elliott Rd.	04-702107
Nth Main St.	04-702114
99W Water Line	04-707508
River St. Sewer	04-706315
Contract Svcs.	02-433000

These specific projects will benefit from these revised documents. If you can think of any other project which would be more suitable please let me know.

FROM THE DESK OF...

GREG SCOLES
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF NEWBERG
719 EAST FIRST STREET
NEWBERG, OR 97132

537-1210
Fax: 537-1272

Mr. Greg Scoles
Community Development Director
City of Newberg
414 E. 1st Street
Newberg, OR 97132

SCOPE OF SERVICES

RE: Newberg Services, Engineering Specifications
DATE: November 8, 1994

Scope of Work

The project would develop and evaluate engineering specifications and public improvement construction standards for streets, wastewater, water, and stormsewer systems. The documents would be prepared to be incorporated into the Newberg Development Code.

The project has been divided into two sub-components, which include (A) Narrative Standards; and, (B) Specifications Drawings.

Project (A) Narrative Standards Preliminary Objective

The consultant will develop a narrative document which incorporates the following topic areas:

1. General Requirements, Bidding Instructions, Award and Execution of Contract, Scope of Work, and Legal Requirements.
2. Technical Requirements, Mobilization, Temporary Traffic Control, Clearing and Grubbing, Excavation and Backfill, Material Types, Boring, Resurfacing, and Restoration.
3. Sanitary Sewer Technical Requirements, Pipe Fittings, Manholes, and Work on existing sanitary sewers.
4. Water Technical Requirements, Water Works Materials, and Construction.
5. Street Technical Requirements, Subgrade, Watering, Bases, Pavement, Curbs Gutters, Driveways, Sidewalks, Fabric, and Adjustment of Existing Structures to Grade.
6. Storm Drain Technical Requirements, Pipe Fittings, Manholes, Inlets, Concrete Structures, and Work on Existing Storm Drain Structures.
7. Concrete Structures Technical Requirements, and Reinforcement.

Task 1 Project Mobilization

Task 1.1 The consultant will identify and obtain related documentation from the City of Gresham. Gresham has adopted public works standards which incorporates the topic areas mentioned above. This material will be used as base data which will be evaluated and then customized into standards which fit the City of Newberg.

Task 1.2 The consultant will meet with City staff to review the project objectives and issues. This meeting will also be utilized to plan and schedule staff meetings to evaluate material developed by the consultant.

Task 2 Evaluate Base Data

Task 2.1 The consultant will research existing City ordinances and procedures and compile them together.

Task 2.2 The consultant will evaluate the base data and develop an outline of issues to be presented to City staff for review.

Task 2.3 A meeting will be scheduled with City staff to evaluate issues, construction standards and construction specifications. Based upon the comments presented by the staff, the consultant will begin preparing revisions to the base data and existing City documents.

Task 3 Format Data and Specifications to Fit the Format of the Newberg Development Code.

Task 3.1 Review the current draft of the Newberg Development Code and evaluate the format and index.

Task 3.2 Draft the engineering standards and construction specifications to the same format as the Newberg Development Code.

Task 3.3 Propose the location and placement of these standards and specifications to be incorporated into the draft Newberg Development Code.

Task 4 Develop Draft 1

Task 4.1 Compile all revisions into a document entitled "Newberg Standards and Specifications, Draft 1".

Task 4.2 Submit the draft document to City staff and schedule meeting to evaluate the document. Deliver the Draft 1 narrative product which will include:

- ▶ 2 *paper copies of the Draft 1 document*
- ▶ 1 *3.5" computer disk copy of the Draft 1 document on WordPerfect for Windows 6.0a*

Task 4.3 Evaluate draft document and make refinements to the standards, specifications, format and layout of the document. Consultant will evaluate and research issues related to comments presented by staff. Based upon the comments presented by the staff, the consultant will begin preparing revisions to the Newberg Standards and Specification Draft 1 document.

Task 5 Develop Draft 2

Develop revisions in to a second draft document which incorporates all tasks identified above.

Task 6 Prepare and Deliver Product

Deliver the final narrative product to include:

- ▶ 2 *paper copies of the Draft 2 document*
- ▶ 1 *3.5" computer disk copy of the Draft 2 document on WordPerfect for Windows 6.0a*

Project (A) Costs

Task 1	Project Mobilization	\$ 400.00
Task 2	Evaluate Base Data	\$ 1,800.00
Task 3	Format Data and Specifications to Fit the Format of the Newberg Development Code.	\$ 600.00
Task 4	Develop Draft 1	\$ 1,800.00
Task 5	Develop Draft 2	\$ 800.00
Task 6	Prepare and Deliver Product	\$ 400.00
<u>TOTAL</u>	<u>Project (A) Narrative Standards</u>	<u>\$ 5,800.00</u>

Project (B) Specification Drawings Preliminary Objective

The consultant will develop specification drawings to supplement the narrative standards created through Project (A) above. The drawings will identify standard details in the following areas:

1. Sanitary Sewer Drawings
2. Water Works Drawings
3. Street Drawings
4. Storm Drain Drawings

Task 1 Project Mobilization

Task 1.1 The consultant will identify and obtain related documentation from the City of Gresham. Gresham has adopted public works CAD design standards which incorporates the topic areas mentioned above. This material will be used as base data which will be evaluated and then customized into standards which fit the City of Newberg. This base data currently contains 52 drawings which identify standard details for the four topic areas mentioned above.

Task 1.2 The consultant will meet with City staff to review the project objectives and issues. This meeting will also be utilized to plan and schedule staff meetings to evaluate material developed by the consultant.

Task 2 Evaluate Base Data

Task 2.1 The consultant will research existing City ordinances and procedures relating to design specifications and compile them together.

Task 2.2 The consultant will evaluate the base data and develop an outline of issues to be presented to City staff for review.

Task 2.3 A meeting will be scheduled with City staff to evaluate issues and construction specifications. At this meeting the consultant will assist the City staff in selecting those drawings from the base data that are applicable to the development standards proposed for Newberg in Project (A) above.

Task 2.4 Changes that are proposed which would require the modification to the CAD drawing will require an additional scope of services to be prepared.

Task 3 Format Data and Specifications to Fit the Format of the Newberg Development Code.

Task 3.1 Review the current draft of the Newberg Development Code and evaluate the format and index.

Task 3.2 Draft the specification drawings to fit the same format as the Newberg Development Code.

Task 3.3 Propose the location and placement of these drawings to be incorporated into the draft Newberg Development Code.

Task 4 Develop Draft 1

Task 4.1 Prepare modification to template on base drawings. Deliver proposed template to City staff for review and approval. Template will include narrative details which identify the drawings as "City of Newberg Standard Drawings". The template will not include graphic details or logo's unless a revised scope of services is prepared.

Task 4.2 Compose the selected base drawings together with the Newberg template and save as an Autocad, version 12 computer file.

Task 4.3 Submit the draft document to City staff and schedule meeting to evaluate the document. Deliver the Draft 1 narrative product which will include:

- ▶ 2 *paper copies of the Draft 1 Standard Drawings document containing up to 52 drawings selected from the base data, composed together with a City of Newberg template.*
- ▶ 1set *3.5" computer disk copy of the Draft 1 document on Autocad, version 12*

Project Costs

Task 1	Project Mobilization	\$ 400.00
Task 2	Evaluate Base Data	\$ 800.00
Task 3	Format Data and Specifications to Fit the Format of the Newberg Development Code.	\$ 200.00
Task 4	Develop Draft 1	\$ 4,200.00
<u>TOTAL</u>	<u>Project (B) Standard Drawings</u>	<u>\$ 5,600.00</u>

Combined Project (A) and Project (B) Total

\$11,400.00

RECEIVED

DEC 13 1994

Clay W. Moorhead

Project Management Consulting Services

(503) 665-4526

1017 S.E. 22nd Circle Troutdale, OR 97060

Greg Scoles, Community Development Director
City of Newberg
414 E. First Street
Newberg, OR 97132

RE: Consultant Services Extension/ Newberg Engineering Specs.
DATE: December 12, 1994

Greg,

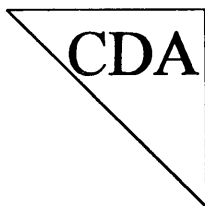
I have enclosed two revised copies of the extension to the Consultant Services Agreement. They reflect our most current discussions. I will initiate the project as soon as I receive your approval.

I appreciate this opportunity to work with you and your department.

Sincerely,



Clay W. Moorhead
Project Management Consulting Services



**PROJECT MANAGEMENT, PLANNING, AND LAND USE DEVELOPMENT
CONSULTING GROUP**

Schedule of Charges

Personnel

Principal.....	\$ 95.00 per hour
Associate.....	\$ 57.00 per hour
Staff Level 1	\$ 48.00 per hour
Project Support.....	\$ 40.00 per hour

Equipment

Highway Mileage.....	\$ 0.38 per mile
Dedicated Field Vehicle.....	\$ 40.00 per day
Cellular Phone.....	\$ 1.00 per min.

Supplies

Items not normally furnished.....Cost plus 10 Percent