

City of Newberg - Community Development
PO Box 970 - 414 E. First Street
Newberg, OR 97132

Hilltop Log Homes, Dave McKenna
14859 SW Hidden Hills Road
McMinnville, Oregon 97128

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1989

This Agreement is entered into between Dave McKenna, President of Hilltop Log Homes, Contractor of the above referenced property, hereinafter referred to as "Contractor", and the City of Newberg, hereinafter referred to as "**City**", for the purpose of ensuring that the asphaltic concrete driveway and sidewalk hereinafter referred to as "**Project**", is completed in accordance with building construction plans.

The Contractor agrees to complete said Project in accordance with the approved building construction plans required by the **City** in its site review. To ensure completion of the approved **Project**, the Contractor is depositing with the **City** the sum of **\$5,990.67**. Such sum shall be deposited with the **City** in an interest bearing account. Interest on said sum shall adhere to the Contractor's account. Said funds can be co-mingled with other **City** funds. Such funds shall be held solely in accordance with this agreement.

The Contractor agrees to complete the **Project**, within 30 calendar days. If Contractor fails to complete said **Project**, the **City** may, at its option, take enforcement action to force Contractor to complete the **Project**, or in the alternative, use said sums, plus any interest deposited with **City**, to hire a third party to complete the **Project**. By signing this agreement, Contractor gives permission to **City** to have a third party enter upon property and complete the **Project** in accordance with the approved plans if the **City** so desires.

By depositing said sum, the Contractor and the **City** do not agree that this is the full amount necessary to complete the approved **Project**. The **City** does not forego the right to enforce completion of the Project and require the Contractor to pay any cost that might be incurred beyond the money deposited.

READ THIS AGREEMENT CAREFULLY. THE SIGNATURES OF THIS AGREEMENT ALSO ACT AS A RECEIPT THAT THE CITY HAS RECEIVED \$5,990.67 FROM HILLTOP LOG HOMES.

DATED this 30 day of January, 2003

CITY OF NEWBERG

Mike Soderquist, Community Dev. Director

Dated:

Dated: Wayne McKenna Wayne McKenna Wayne McKenna

State of Oregon)
) s.s.
County of Yamhill)

APPROVED AS TO FORM

Terrence D. Mahr, City Attorney

Dated: 2/3/03

This instrument was acknowledged before me on this 30 day of January, 2023 by Dave McKenna.

Notary Public for Oregon

My Commission Expires: March 7, 2023



Signature PAVING

SERVICES, INC.
30410 NE Fernwood Road - Newberg, OR 97132
Phone: 503.554.8553 - CCB# 135293

Hilltop Log Homes
Atten: Dave McKenna
McMinnville, OR 97128
Telephone: (503) 435-0811
Facsimile (503) 435-0891

December 30, 2002
Proposal No. 02412

Grading and Paving Proposal (Driveway, 800 Wynooski, Newberg, Oregon):

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit</u> <u>Price</u>	<u>Sub-Total</u>
1	RESIDENTIAL DRIVEWAY: Compact existing crushed aggregate (1 1/2"-0") installed by others to 3 inches below final asphalt grade. Furnish and fine grade additional crushed rock leveling course (2 inches compacted depth, 3/4-inch minus, not to exceed 35 tons).	Sq. Ft.	3598	\$1.11	\$3993.78

Furnish and install 2 inches of class "C" hot mix asphalt in single lift in single area totaling approximately 3598 square feet; work to fit existing sidewalk elevations and junction with Wynooski Street.

Sand and seal all asphalt/asphalt joints.

TOTAL: \$3993.78

Conditions: Contingent on proximal hot plant operation and full paver and truck access. One mobilization is included, add \$150 per each additional as required by your schedule. Standby time will be charged at a rate of \$150 per hour. Open shop labor rates used. This quote is contingent on mutually acceptable contract and scheduling terms. Commencement of work requires a minimum of 50°F. ambient base temperature at 9:00 a.m., with negligible wind and no prospect of rain. Final billing will be based on field measured quantities, if modified.

Exclusions: The following is not included in this quote: lay-out and surveying, bonds, permits and fees, cost to repair soft or failed substrates, material compliance reports, geotextile or paving fabric, prime and sealcoating, riser iron, wheel stops, curbing, and striping.

Notes/Comments: This proposal is valid for a period of 30 days from the date above. Any alteration or deviation from these specifications will be executed only upon written orders, and may become an extra charge over and above the estimate. Final billing will be based on actual field measured quantities (if modified); significant additions or reductions of the square footage quoted above (greater than 10 percent) shall occur at the discretion of Signature Paving Services, Inc. (contractor), and may result in a change of the unit price and the total due.

Hilltop Log Homes
December 30, 2002

Proposal No. 02412
Page 2

Terms: Payment in full upon completion. Past due amounts are subject to service charges of up to 1.5% per month (18% per annum). Returned checks are subject to a \$25.00 fee. In the event weather conditions, acts of God or other occurrences and/or conditions beyond the reasonable control of contractor prevent substantial completion of the contracted work, contractor is entitled to submit and receive payment for partial billing statements reflecting the portion of the work performed. In the event suit or action is necessary to enforce any of the terms or conditions of this agreement, then the prevailing party shall receive from the non-prevailing party all of the prevailing party's court costs and attorney fees, including all such costs and fees resulting from an appeal. Signature Paving Services, Inc. reserves all construction lien and bond claim rights until final payment is received.

Warranty: All work will be completed in a workmanlike manner according to standard practices. Signature Paving Services, Inc. guarantees the quality of workmanship and materials when exposed to traffic loads within its designed and intended capacity, and when applied to competent, approved sub-grades, for a period of one-year following the date of pave.

Acceptance of Proposal: The prices, specifications, and conditions above are hereby accepted. This proposal, when signed by the customer, takes precedence over all other documents, and constitutes the entire agreement between Signature Paving Services, Inc. and the customer. No other agreements, written or implied, have been extended by either party. Signature Paving Services, Inc. is authorized to perform the work as specified.

Signature: _____

Date: _____

Thank you for the opportunity to estimate your project. If you have any questions or would like to schedule the work please give us a call at 503-554-8553.


Storr L. Nelson, Project Manager
Signature Paving Services, Inc.

**DAVID L. McKENNA
HILLTOP LOG HOMES**

14859 HIDDEN HILLS RD. 503-435-0811
MCMINNVILLE, OR 97128

3511

Date 1-30-03

24-7038/3230 OR
2862

Pay to the
Order of

City of Newburg

\$ 5990.67

Five thousand Nine hundred and 67/100

Dollars



Security features
are included.
Details on back.

Bank of America.



McMinnville 2862
Oregon

For LABOR Bond

David McKenna MP

⑆323070380⑆3511⑆28622⑆16841⑆

©Clarke American

GUARDIAN® SAFETY BLUE DEBL