

**UMATILLA CITY COUNCIL MEETING
AGENDA
COUNCIL CHAMBERS 700 6TH STREET, UMATILLA, OR 97882
SEPTEMBER 15, 2020
6:00 PM**

1. **MEETING CALLED TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **CITY MANAGER REPORT**
 - 4.a **COVID-19 Update** *Suggested Action: n/a*
5. **CONSENT AGENDA**
 - 5.a **Resolution No. 11-2021 - A resolution to award contractor Granite Construction Company a contract in the amount of \$748,748 for construction of the City of Umatilla Lind Rd and Union St Improvements Project and to delegate authority to City Manager Stockdale to sign all contract documents and any future amendments associated with this agreement.**
Suggested Action: Motion to approve Resolution No. 11-2021
6. **NEW BUSINESS**
 - 6.a **Resolution No. 12-2021 - A resolution authorizing the city manager to sign and record a partition plat of real property identified as Lot 12, Port of Umatilla Subdivision and sign and record a deed and all other documents necessary to finalize the sale of Parcel 1 of said partition** *Suggested Action: Staff recommends approval of Resolution No. 12-2021*
7. **ADJOURN TO EXECUTIVE SESSION**
8. **RECONVENE**
9. **DISCUSSION ITEMS**
10. **ADJOURN**

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CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

COVID-19 Update

Meeting Date:

2020-09-15

Department:

City Administration

Director:

David Stockdale

Contact Person:

Dave Stockdale

Phone Number:

Cost of Proposal:

n/a

Fund(s) Name and Number(s):

N/A

Amount Budgeted:

n/a

Reviewed by Finance Department:

No

Previously Presented:

n/a

Attachments to Agenda Packet Item:

Summary Statement:

n/a

Consistent with Council Goals:

Goal 4: Increase Public Involvement, Create a Culture of Transparency with the Public, and Enhance Cultural Diversity.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Resolution No. 11-2021 - A resolution to award contractor Granite Construction Company a contract in the amount of \$748,748 for construction of the City of Umatilla Lind Rd and Union St Improvements Project and to delegate authority to City Manager Stockdale to sign all contract documents and any future amendments associated with this agreement.

Meeting Date:

2020-09-15

Department:

Finance & Administrative Services

Director:

Melissa Ince

Contact Person:

Scott Coleman

Phone Number:

Cost of Proposal:

\$748,748

Amount Budgeted:

\$748,748

Fund(s) Name and Number(s):

Street - 04

Reviewed by Finance Department:

Yes

Previously Presented:

09/01/2020

Attachments to Agenda Packet Item:

[RES 11-2021.docx](#)

[Granite Construction Contract and Bond.pdf](#)

Summary Statement:

Motion to approve Resolution No. 11-2021

Consistent with Council Goals:

Goal 2: Promote Economic Development and Job Growth.

RESOLUTION NO. 11-2021

A RESOLUTION TO AWARD CONTRACTOR GRANITE CONSTRUCTION COMPANY A CONTRACT IN THE AMOUNT OF \$748,748 FOR CONSTRUCTION OF THE CITY OF UMATILLA LIND RD AND UNION ST IMPROVEMENTS PROJECT AND TO DELEGATE AUTHORITY TO CITY MANAGER STOCKDALE TO SIGN ALL CONTRACT DOCUMENTS AND ANY FUTURE AMENDMENTS ASSOCIATED WITH THIS AGREEMENT

WHEREAS, the City of Umatilla has publicly advertised request for proposals for the Lind Rd and Union St Improvements Project; and

WHEREAS, J-U-B Engineers and the City of Umatilla reviewed bids submitted on August 25, 2020; and

WHEREAS, J-U-B Engineers reviewed the bid tabulation; and

WHEREAS, based on the review, the Granite Construction Company bid was the lowest responsive and responsible bid for \$748,748.

NOW, THEREFORE BE IT RESOLVED, the City of Umatilla awards Granite Construction Company a contract in the amount of \$748,748 for construction of the City of Umatilla Lind Rd and Union St Improvements Project, and;

BE IT RESOLVED, the City Council hereby delegates authority to City Manager Stockdale to sign all contract documents and any future amendments associated with this agreement.

PASSED by the Council and **SIGNED** by the Mayor this 15th day of September, 2020.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder



Form
CONTRACT/BOND REQUEST
 Complete Highlighted Boxes

Return contract documents to: Brynna Bennett		Today's Date: 9/4/2020	
Return Documents by: 9-8-20		Job Number:	
GENERAL INFORMATION			
Company Name: Granite Construction Company		Region: Washington	
Client Name: Umatilla, City Of		Office: Hermiston	
Client Address: P.O. Box 130,			
Client City, State, Zip: Umatilla, OR 97882-0130			
Opportunity Name: Lind Rd and Union St Improvements		Project Location: Umatilla, Oregon	
Bid Date and Time: 8/25/2020 3:00 PM		Opportunity description: APPROX 2350 CY OF EXCAVATION, 670 LF OF STORM DRAIN, 9200 TNS OF AGGREGATE BASE, 2200 TNS OF HMA	
Contract Value: \$748,748.00			
CONTRACT INFORMATION			
Client Name: Umatilla, City Of		Contractor Status: Prime Contractor	
Project / Contract No:		Owner Type: Local Gvt.	
Performance Bond Required: 100		Payment Bond Required: 100	
Number of Originals: 3	Warranty Length (months): 12.0	Bond Rate: 2.20	
Contract Duration: 12/4/2020		Owner Bond Forms:	
Estimated Completion Date:		Special Instructions:	
INSURANCE REQUIREMENTS			
Job Insurance Type: Reg/Oh Job - Corp Wc, Gl, AI	Liability:	RPL:	Builder's Risk:
Builders Risk: Typical Job	Auto:	OCP:	Pollution:
	Other:	Marine:	Wrap Up: No

AGREEMENT FOR CONSTRUCTION

THIS CONTRACT, made and entered into, in triplicate, this _____ by and between the
(date)

City of Umatilla, hereinafter called "Owner", and
Granite Construction Company,

(Contractor Name)

is authorized to do business in the State of Oregon, hereinafter called "Contractor",

WITNESSETH:

That the said Contractor, in consideration of the sums to be paid by the **City of Umatilla**, in the manner and at the time herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable Plans, the applicable Standard Specifications, the Special Provisions and other required provisions bound herewith or incorporated therein, and in accordance with such alterations or modifications of the same as may be made by the Engineer or the Owner, and according to such directions as may from time to time be made or given by the Engineer under the authority and within the meaning and purpose of this Contract. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

That the applicable Plans, the applicable Standard Specifications, the Special Provisions and other required provisions bound herewith or incorporated therein and the Schedule of Items bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

That the Contractor agrees the time allowed is a reasonable period to perform the work and all work on this project shall be completed within the defined Contract time. Project time extension will be evaluated and duly processed by the Engineer or Owner as defined in the specifications.

That the Contractor shall faithfully complete and perform all of the obligations of this Contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said Contract; and shall not permit any lien or claim to be filed or prosecuted against the **City of Umatilla**. It is expressly understood that the laws of the State of Oregon shall govern this Contract in all things.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this Contract, the applicable Plans, Standard Specifications, Special Provisions, other required provisions, Schedule of Items, and all general and detailed Specifications and Plans which are a part hereof, and in accordance with the directions of the Engineer and to the Engineer's satisfaction, and if applicable, to the satisfaction of the governing Federal Agencies and/or Funding Agencies, or its authorized representative, the **City of Umatilla**, agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other bases of payment specified and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such

City of Umatilla – Lind Rd and Union St Improvements

payments in the manner and at the times provided in the applicable Standard Specifications or Special Provisions and Schedule of Unit Prices hereto attached. The Contract Sum is:

Seven Hundred Forty Eight Thousand Seven Hundred Forty Eight 00/100 Dollars (\$) 748,748.00

If said work is not completed within the time specified, the Contractor agrees to pay the Owner the liquidated damages amount sum as set forth in the Specifications. These amounts shall be totaled and deducted from the amounts due to the Contractor.

The Contractor, for himself, and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all covenants herein contained upon the part of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year below:

Dated this _____ day of _____, 2020.

CITY OF UMATILLA

By _____
Authorized Official Signature

By _____
Authorized Official Signature

Printed Name

Printed Name

Contractor Name: Granite Construction Company

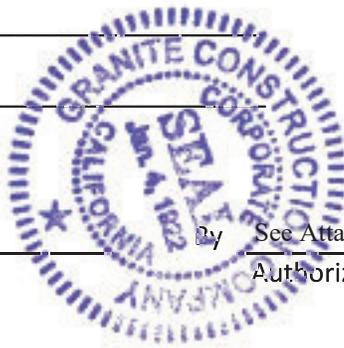
Address: 80 Pond Road Yakima, WA 98901

Phone: 509-248-6823

Email: bryna.bennett@gcinc.com

By 
Authorized Official Signature

Kenneth B. Olson, Vice President
Printed Name



By See Attached Certificate of Secretary
Authorized Official Signature

Printed Name

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

I, M. Craig Hall, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted on February 7, 2020 by a Unanimous Written Consent of the Board of Directors in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed officers are authorized to execute and deliver on behalf of the Company all documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

James H. Roberts	President & Chief Executive Officer
Kyle T. Larkin	Executive Vice President, Chief Operating Officer & Assistant Secretary
Jigisha Desai	Senior Vice President, Chief Financial Officer & Assistant Secretary
Carlos F. Alegre	Senior Vice President of Operations Services & Assistant Secretary
Philip M. DeCocco	Senior Vice President of Human Resources & Assistant Secretary
M. Craig Hall	Senior Vice President, General Counsel, Corporate Compliance Officer & Secretary
James A. Radich	Senior Vice President, Group Manager & Assistant Secretary
Richard M. Rantala	Senior Vice President, Business Development & Assistant Secretary
James D. Richards	Senior Vice President, Group Manager & Assistant Secretary
Michael G. Tatusko	Senior Vice President, Group Manager & Assistant Secretary
Mathew C. Tyler	Senior Vice President, Federal Group Operations & Assistant Secretary
Robert C. VanGorder	Senior Vice President, Group Manager & Assistant Secretary
Michael W. Barker	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
James D. Nickerson	Vice President & Assistant Secretary
Kenneth B. Olson	Vice President, Treasurer, Assistant Financial Officer & Assistant Secretary
Nicholas B. Blackburn	Director of Corporate Taxation & Assistant Secretary

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed officers are authorized to attest documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

- | | |
|-----------------------|---|
| James H. Roberts | President & Chief Executive Officer |
| Kyle T. Larkin | Executive Vice President, Chief Operating Officer & Assistant Secretary |
| Jigisha Desai | Senior Vice President, Chief Financial Officer & Assistant Secretary |
| Carlos F. Alegre | Senior Vice President of Operations Services & Assistant Secretary |
| Philip M. DeCocco | Senior Vice President of Human Resources & Assistant Secretary |
| M. Craig Hall | Senior Vice President, General Counsel, Corporate Compliance Officer & Secretary |
| Kyle T. Larkin | Senior Vice President, Manager of Construction and Materials Operations & Assistant Secretary |
| James A. Radich | Senior Vice President, Group Manager & Assistant Secretary |
| Richard M. Rantala | Senior Vice President, Business Development & Assistant Secretary |
| James D. Richards | Senior Vice President, Group Manager & Assistant Secretary |
| Michael G. Tatusko | Senior Vice President, Group Manager & Assistant Secretary |
| Mathew C. Tyler | Senior Vice President, Federal Group Operations & Assistant Secretary |
| Robert C. VanGorder | Senior Vice President, Group Manager & Assistant Secretary |
| Michael W. Barker | Vice President, Controller, Assistant Financial Officer & Assistant Secretary |
| James D. Nickerson | Vice President & Assistant Secretary |
| Kenneth B. Olson | Vice President, Treasurer, Assistant Financial Officer & Assistant Secretary |
| Nicholas B. Blackburn | Director of Corporate Taxation & Assistant Secretary |
| Kenneth M. Smith | Group Counsel & Assistant Secretary |
| Jason M. Jasper | Group Counsel & Assistant Secretary |
| Eric J. Rietz | Group Counsel & Assistant Secretary |

Dated: February 11, 2020



M. Craig Hall



PERFORMANCE AND PAYMENT BOND

Bond No. 107288405

Know all persons by these presents, that Granite Construction Company, hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America a CORPORATION or partnership duly authorized to do a general surety business in Oregon, as SURETY, are jointly and severally held and bound unto the City of Umatilla, Oregon, hereinafter called the OBLIGEE in the sum of

DOLLARS Seven Hundred Forty Eight Thousand Seven Hundred Forty Eight 00/100 Dollars (\$ 748,748.00)

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas, Granite Construction Company (Contractor) the PRINCIPAL herein, on the _____ Day of _____, entered into a Contract with the OBLIGEE, for the "Lind Rd and Union St Improvements" Project in accordance with the Contract Documents.

Said the PRINCIPAL undertakes to furnish all labor and equipment, and materials in accordance with all the terms and conditions set forth in said Contract documents; to promptly make payment for all labor, services, material, and sums due the Workmen’s Compensation Board or equivalent. The Collector of Internal Revenue, and the Treasurer of the State of Oregon; to save harmless the OBLIGEE from any claim for damages or injury to property or persons arising by reason of said work, as set out more fully in said Contract documents; to do and perform all things in said Contractor documents required, in the time and manner under the terms and conditions therein set forth; and in conformity with all laws, state and national, applicable thereto.

Now, therefore, if said PRINCIPAL herein; shall promptly pay all persons furnishing labor, services and material, and Workmen’s Compensation Insurance or equivalent, and Social Security and unemployment compensation, to him/her and to his/her Sub-Contractor’s, or to their assigns, on or about said work; shall, commencing with the date hereof and continuing for one (1) year after the complete performance of the contact and the final acceptance of the work in the Contract, save harmless the OBLIGEEES, its officers and agents, from all claims therefore, or from any claim for damages or injury to property or persons arising by reason of said work; shall, in the time and manner, and under the terms and conditions prescribed, will and faithfully do, perform and furnish all matters and things as by them in said Contract undertaken, and as by law state and national, prescribed, then this obligation shall be void; but otherwise it shall remain in full force and effect.

Provided, however, that this bond is subject to the following further conditions:

- (a) All material, men, and all persons who shall supply such laborers, mechanics or Sub-Contractor’s with material, supplies, or provisions for carrying on such work, shall have a direct right of action against the PRINCIPAL and SURETY on the bond, second only to the right of the OBLIGEE under

this bond, which right of action shall be asserted in proceedings instituted in the appropriate court of the State of Oregon, and insofar as permitted by the laws of Oregon, such right of action shall be asserted in a proceedings instituted in the name of the OBLIGEE to the use and benefit of the person, firm, or corporation instituting such action and of all other persons, firms, or corporations having claims hereunder, and any other person, firm, or corporation having a claim hereunder shall have the right to be made a party to such proceeding (but not later than one year after the complete performance of said Contract and final acceptance of the work in the Contract) and to have such claim adjudicated in such action and judgement rendered thereon.

- (b) In no event shall the SURETY be liable for a greater sum than the penalty of this bond.
- (c) The said SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract of to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.
- (d) The principal herein shall faithfully and truly observe and comply with the terms of the Contract, and shall well and truly perform all matters and things by him/her undertaken to be performed under said Contract upon the terms proposed therein and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for in such contact and shall not permit any Lien or claim to be filed or material furnished, and shall promptly pay all contributions or amount due the Workmen’s Compensation Board or equivalent and all contributions or amounts due the State Employment compensation Trust Fund incurred in the performance of said Contract, and shall also pay all sums of money withheld from the employees and payable to State Tax Commission pursuant to ORS 316.711 and shall promptly as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention incidental to sickness or injury to the employees for such PRINCIPAL, pursuant to the laws of this state and any Contract entered into pursuant thereto or collected or deducted from the wages of said employees pursuant to any law, Contract, or agreement for the purpose of providing or paying for such services, and shall do all things required of said PRINCIPAL, by the laws of this state.

This bond is given and received under the authority of ORS Chapter 279, the provisions of which hereby are incorporated into this bond and made a part hereof.

In witness whereof, the parties hereto have caused this bond to be executed in Watsonville, CA this 4th day of September, 2020.

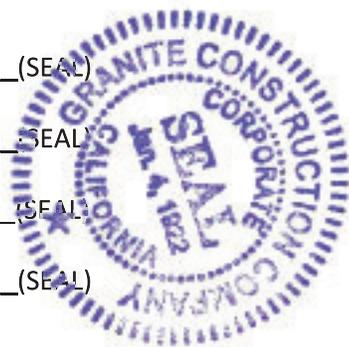
Granite Construction Company _____ (SEAL)

By: *Kenneth B. Olson* _____ (SEAL)

Kenneth B. Olson _____ (SEAL)

Vice President _____ (SEAL)

Principal



WITNESSES:

Travelers Casualty and Surety Company of America

By:



Isabel Barron, Attorney In Fact

Surety



The attorney-in-fact who executes this bond in behalf of the surety company, must attach a copy of his/her power-of-attorney as evidence of his/her authority.

To each executed original of this bond, there must be attached a complete set of the Contract documents, as the term is defined in the Oregon Standard Specifications "General Conditions", with all corrections, interlineations, signatures, etc., completely reproduced therein.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

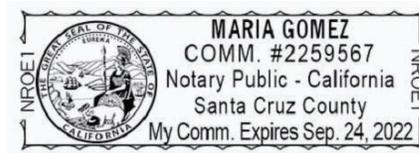
State of California
County of Santa Cruz)

On September 4, 2020 before me, Maria Gomez, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Maria Gomez*
Maria Gomez, Notary Public

(Seal)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this September 4, 2020




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution No. 12-2021 - A resolution authorizing the city manager to sign and record a partition plat of real property identified as Lot 12, Port of Umatilla Subdivision and sign and record a deed and all other documents necessary to finalize the sale of Parcel 1 of said partition	Meeting Date: 2020-09-15
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Department: Community Development	Director: Brandon Seitz	Contact Person: Brandon Seitz	Phone Number: 541-922-3226
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Cost of Proposal: \$6,446.85 Expense / \$117,500 Revenue Amount Budgeted: \$6,446.85 Expense / Revenue not budgeted	Fund(s) Name and Number(s): General Fund - 01
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Reviewed by Finance Department: Yes	Previously Presented: 07/07/2020
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Attachments to Agenda Packet Item:

[Resolution_12-2021.docx](#)

[Partition Plat.pdf](#)

Summary Statement: Staff recommends approval of Resolution No. 12-2021
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Consistent with Council Goals: Goal 2: Promote Economic Development and Job Growth.

RESOLUTION NO. 12-2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AND RECORD A PARTITION PLAT OF REAL PROPERTY IDENTIFIED AS LOT 12, PORT OF UMATILLA SUBDIVISION AND SIGN AND RECORD A DEED AND ALL OTHER DOCUMENTS NECESSARY TO FINALIZE THE SALE OF PARCEL 1 OF SAID PARTITION

WHEREAS, the Umatilla City Council at their July 7, 2020, meeting authorized the City Manager to negotiate the sale of a portion of City owned property; and

WHEREAS, said real property is identified as Lot 12, Port of Umatilla Subdivision or more commonly known as Tax Lot 2800 on County Assessors Map 5N2814; and

WHEREAS, the City has requested the preparation of a partition plat to create two new parcels, with Parcel 1 being 5.00 acres and Parcel 2 being 7.33 acres; and

WHEREAS, the City and Northwest Wholesale have agreed to the sales price of \$117,500.00 for Parcel 1 (5 acres) as contained in a vacant land real estate sale agreement (sale agreement # 5208) and for the City to retain Parcel 2 (the remaining 7.33 acres).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UMATILLA:

1. The City Manager is authorized to sign and record a partition plat of Lot 12, Port of Umatilla Subdivision located in a portion of the northeast quarter of the northeast quarter of Section 14, Township 5 North, Range 28 East, W.M., City of Umatilla, Umatilla County, Oregon.
2. The City Manager is authorized to sign and record a deed and all other documents necessary to finalize the sale of Parcel 1 once said partition plat has been recorded.

PASSED by the Council and **SIGNED** by the Mayor this 15th day of September, 2020.

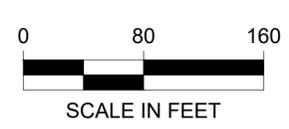
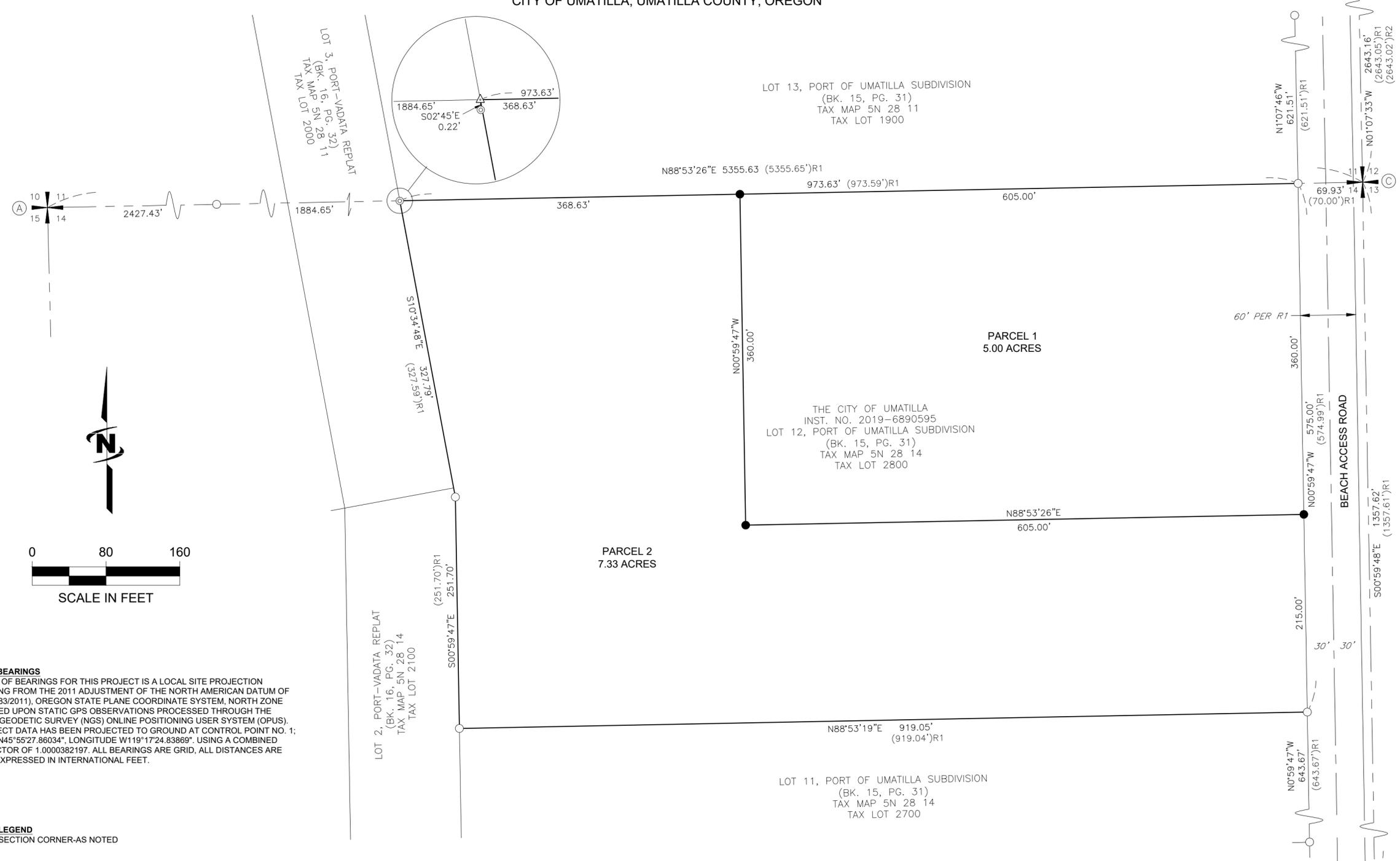
Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

PARTITION PLAT NO. _____

A PARTITION OF LOT 12, PORT OF UMATILLA SUBDIVISION (BOOK 15, PAGE 31) LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 28 EAST, W.M., CITY OF UMATILLA, UMATILLA COUNTY, OREGON



BASIS OF BEARINGS
 THE BASIS OF BEARINGS FOR THIS PROJECT IS A LOCAL SITE PROJECTION ORIGINATING FROM THE 2011 ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83/2011), OREGON STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3601) BASED UPON STATIC GPS OBSERVATIONS PROCESSED THROUGH THE NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS). THE PROJECT DATA HAS BEEN PROJECTED TO GROUND AT CONTROL POINT NO. 1: LATITUDE N45°55'27.86034", LONGITUDE W119°17'24.83869". USING A COMBINED SCALE FACTOR OF 1.0000382197. ALL BEARINGS ARE GRID, ALL DISTANCES ARE GROUND EXPRESSED IN INTERNATIONAL FEET.

LEGEND
 SECTION CORNER-AS NOTED

- 1/4 SECTION CORNER-AS NOTED
- 1/16 SECTION CORNER
- (A) SEE FOUND MONUMENT DESCRIPTION TABLE
- FOUND AND HELD 5/8" IRON REBAR WITH YELLOW PLASTIC CAP, STAMPED "USKH OR 2820", SHOWN AS SET IN SURVEY REFERENCE NO. 1. VISITED 08-11-2016
- ⊙ FOUND AND NOT HELD 5/8" IRON REBAR WITH YELLOW PLASTIC CAP, STAMPED "USKH OR 2820", SHOWN AS SET IN SURVEY REFERENCE NO. 1. VISITED 08-11-2016
- △ COMPUTED POSITION, NOTHING FOUND OR SET THIS SURVEY
- SET 5/8" x 24" IRON REBAR WITH YELLOW PLASTIC CAP, STAMPED "SHEA 2751"
- ()R1 RECORD DIMENSION PER SURVEY REFERENCE 1
- ()R2 RECORD DIMENSION PER SURVEY REFERENCE 2
- INST. INSTRUMENT
- BK. BOOK
- PG. PAGE

SURVEY REFERENCES
 R1: PORT OF UMATILLA SUBDIVISION, BY GREG E. FLOWERS, PLAT BOOK 15, PAGE 31, RECORDED JUNE 28, 2007, RECORDS OF UMATILLA COUNTY, OR.
 R2: PARTITION PLAT NO. 2006-20, BY HARMON E. MCLENDON, PLAT BOOK 20, RECORDED AUGUST 3, 2006, RECORDS OF UMATILLA COUNTY, OR.
 R3: PORT-VADATA REPLAT, BY STUART A. CHISOLM, PLAT BOOK 16, PAGE 32, RECORDED SEPTEMBER 14, 2016, RECORDS OF UMATILLA COUNTY, OR.

MONUMENT DESCRIPTION TABLE

(A)	NW CORNER OF SECTION 14, T5N, R28E, W.M. FOUND AND HELD 2-1/2" BRASS CAP, STAMPED "UMATILLA COUNTY SURVEYOR" VISITED 08-11-2016
(B)	E1/4 CORNER OF SECTION 11, T5N, R28E, W.M. FOUND AND HELD 3-1/4" ALUMINUM CAP, STAMPED "APA LS 2537 2006" WITH SECTION DESIGNATION AS SHOWN IN SURVEY REFERENCE NO. 2. VISITED 08-11-2016
(C)	NE CORNER OF SECTION 11, T5N, R28E, W.M. FOUND AND HELD 3" BRASS CAP IN CONCRETE, STAMPED "ORPLS 2537 1997" WITH SECTION DESIGNATION. VISITED 08-11-2016
(D)	S1/16 CORNER OF SECTION 11, T5N, R28E, W.M. FOUND AND HELD 3-1/4" ALUMINUM, STAMPED "LS 976". VISITED 08-11-2016

REGISTERED PROFESSIONAL LAND SURVEYOR
 PRELIMINARY
 7/21/2020
 OREGON
 JAN 16, 1996
 JOHN JOSEPH SHEA
 2751LS
 RENEWAL DATE: 6-30-2022

	2810 W. Clearwater Ave., Suite 201 Kennewick, WA 99336 p 509 783 2144 w www.jub.com	
	Dwg Name: 33-20-015_PP	Date: July 21, 2020
J-U-B ENGINEERS, INC.	Dr: DFG	Ch: JJS
		Sheet 1 of 2

PARTITION PLAT NO. _____

A PARTITION OF LOT 12, PORT OF UMATILLA SUBDIVISION (BOOK 15, PAGE 31) LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 28 EAST, W.M., CITY OF UMATILLA, UMATILLA COUNTY, OREGON

NARRATIVE

THIS PARTITION PLAT WAS PREPARED AT THE REQUEST OF THE CITY OF UMATILLA. THE PURPOSE OF THIS SURVEY AND MAP IS TO ILLUSTRATE THE PARTITION LOT 12 OF THE PORT OF UMATILLA SUBDIVISION INTO TWO INDEPENDENT PARCELS; ONE PARCEL CONSISTING OF 5.00 ACRES AND LYING IN THE NORTHEAST CORNER OF SAID LOT 12, AND THE OTHER PARCEL BEING THE REMAINDER.

A FIELD SURVEY WAS CONDUCTED TO OBTAIN TIES TO EXISTING SECTION CORNER AND PROPERTY CORNER MONUMENTS FOR THE BOUNDARY ANALYSIS AND RESOLUTION OF SAID LOT 12. THE SURVEY EQUIPMENT USED IN CONJUNCTION WITH THIS SURVEY WAS TWO TRIMBLE R6-3, GNSS DUAL FREQUENCY RECEIVERS, A TRIMBLE S6 ROBOTIC TOTAL STATION AND A TRIMBLE TSC7 DATA COLLECTOR. STATIC GPS DATA FILES COLLECTED OVER MULTIPLE DAYS WERE PROCESSED THROUGH THE NATIONAL GEODETIC ONLINE POSITIONING USER SERVICE (OPUS) WHICH UTILIZED CONTINUOUSLY OPERATING REFERENCE STATIONS. SEE THE BASIS OF BEARINGS STATEMENT FOR DATUM INFORMATION.

ALL CORNERS OF LOT 12 WERE IDENTIFIED, AND FIELD LOCATED, AS WERE SEVERAL CORNERS OF THE ADJACENT LOTS AND THE CONTROLLING MONUMENTS FOR THE NORTH AND EAST LINES OF SECTION 14. AS SHOWN, I HELD OUR TIES TO THE SECTION CORNER MONUMENTS TO ESTABLISH THE NORTH AND EAST LINES OF SECTION 14. PER THE PORT OF UMATILLA SUBDIVISION, THE NORTH LINE OF SECTION 14 IS COINCIDENT WITH THE NORTH LINE OF SAID LOT 12. HOLDING THE FIELD LOCATED SECTION CORNER MONUMENTS PLACED THE FOUND NORTHWEST CORNER OF LOT 12 ABOUT 0.20 SOUTH OF THE NORTH LINE OF SECTION 14. NOTHING WAS SET AT THE CALCULATED POSITION; ALL OTHER LOT CORNERS WERE FOUND AT THEIR RECORD POSITION AND HELD. A DETAILED DESCRIPTION OF ALL FOUND AND SET MONUMENTS CAN BE FOUND IN THE LEGEND.

SURVEYOR'S CERTIFICATE

I, JOHN J. SHEA, OREGON REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 2751LS, HEREBY CERTIFY THAT I HAVE SURVEYED AND MARKED WITH PROPER MONUMENTS, THE LANDS SHOWN ON THIS PARTITION PLAT IN ACCORDANCE WITH O.R.S. CHAPTER 92, THE EXTERIOR BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF UMATILLA IN UMATILLA COUNTY, OREGON;

LOT 12 OF THE PORT OF UMATILLA SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 15, PAGE 31, RECORDS OF UMATILLA COUNTY, OREGON, BEING FURTHER DESCRIBED AS FOLLOVED:

BEGINNING AT A BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 14, FROM WHICH A BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 14 BEARS SOUTH 88°53'26" WEST, 5355.63 FEET;

THENCE SOUTH 88°53'26" WEST, ALONG THE NORTH LINE OF SAID SECTION 14, 69.93 FEET, TO THE NORTHEAST CORNER OF SAID LOT 12 AND THE WESTERLY RIGHT-OF-WAY LINE OF BEACH ACCESS ROAD, SAID POINT BEING 30.00 FEET WESTERLY FROM THE CENTERLINE THEREOF WHEN MEASURED AT RIGHT ANGLES, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED;

THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID BEACH ACCESS ROAD AND CONTINUING SOUTH 88°53'26" WEST ALONG THE NORTH LINE OF SAID SECTION 14, 973.63 FEET TO THE NORTHWEST CORNER OF SAID LOT 12;

THENCE LEAVING THE NORTH LINE OF SAID SECTION 14 AND THE NORTH LINE OF SAID LOT 12, SOUTH 10°34'48" EAST, ALONG THE WESTERLY LINE OF SAID LOT 12, 327.79 FEET;

THENCE CONTINUING ALONG THE WEST LINE OF SAID LOT 12, SOUTH 00°59'47" EAST, 251.70 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12;

THENCE ALONG THE SOUTH LINE OF SAID LOT 12, NORTH 88°53'19" EAST, 919.05 FEET TO SOUTHEAST CORNER OF SAID LOT 12 AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID BEACH ACCESS ROAD, SAID POINT BEING 30.00 FEET WESTERLY OF THE CENTERLINE THEREOF WHEN MEASURED AT RIGHT ANGLES;

THENCE NORTH 00°59'47" WEST, ALONG THE EASTERLY LINE OF SAID LOT 12 AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID BEACH ACCESS ROAD, 575.00 FEET TO THE TRUE POINT OF BEGINNING AND END OF THIS PARCEL DESCRIPTION.

CONTAINING 537288.14 SQUARE FEET (12.33 ACRES), MORE OR LESS.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS APPARENT OR OF RECORD.

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT _____, AUTHORIZED REPRESENTATIVE OF THE CITY OF UMATILLA, THE THE OWNERS OF THE LANDS SHOWN ON THIS LAND PARTITION CASEFILE, THE BOUNDARY OF WHICH IS MORE PARTICULARLY DESCRIBED IN THE ATTACHED SURVEYOR'S CERTIFICATE, HAVE CAUSED THE SAME TO BE SURVEYED, PARTITIONED, AND PLATTED INTO PARCELS AND EASEMENTS AS SHOWN HEREON, AND DO HEREBY SUBMIT FOR RECORD AND APPROVAL SAID PARTITION.

DATE

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ HAS SIGNED THIS INSTRUMENT, ON OATH STATED THAT THEY ARE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THEIR FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

NOTARY PUBLIC DATE

MY APPOINTMENT EXPIRES _____

RESIDING _____

UMATILLA COUNTY ASSESSOR / TAX COLLECTOR

I HEREBY CERTIFY PURSUANT TO O.R.S. 92.095, ALL AD VALOREM TAXES, SPECIAL ASSESSMENTS, FEES, AND OTHER CHARGES REQUIRED BY LAW TO BE PLACED ON THE 2019-2020 TAX ROLL WHICH MAY BECOME A LIEN ON THIS PARTITION PLAT DURING THIS TAX YEAR, BUT NOT YET CERTIFIED TO THE TAX COLLECTOR FOR COLLECTION, HAVE BEEN PAID.

UMATILLA COUNTY TAX COLLECTOR DATE

UMATILLA COUNTY PLANNER

APPROVED THIS _____ DAY OF _____, 20____

UMATILLA COUNTY PLANNER DATE

UMATILLA COUNTY SURVEYOR

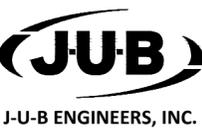
APPROVED THIS _____ DAY OF _____, 20____

UMATILLA COUNTY SURVEYOR DATE

REGISTERED
PROFESSIONAL
LAND SURVEYOR
PRELIMINARY
7/21/2020

OREGON
JAN 16, 1996
JOHN JOSEPH SHEA
2751LS

RENEWAL DATE: 6-30-2022

 J-U-B ENGINEERS, INC.	2810 W. Clearwater Ave., Suite 201 Kennewick, WA 99336 p 509 783 2144 w www.jub.com		
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