

**GLADSTONE CITY COUNCIL  
REGULAR MEETING  
CITY HALL COUNCIL CHAMBERS  
January 26, 2016 – 6:30 PM**

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**EXECUTIVE SESSION – 192.660 (2)(a)** To consider the employment of a public officer, employee, staff member or individual agent (no attachments)

**6:30 p.m.**

CALL TO ORDER

ROLL CALL

FLAG SALUTE

**AGENDA ADDITIONS OR CORRECTIONS**

**BUSINESS FROM THE AUDIENCE**

Visitors: Presentations not scheduled on the Agenda are limited to three (3) minutes. Longer presentations should be submitted to the Assistant City Administrator two weeks prior to the Tuesday City Council meeting. Cards are available in the back of the room for anyone who wishes to comment on an item on the Regular Agenda.

**CONSENT AGENDA**

1. Approval of Minutes – January 12, 2016 Meeting
2. Approval of Month Ending Balance

**CORRESPONDENCE - None**

**REGULAR AGENDA**

3. Municipal Court Presentation – (no attachments) - Linda Belooof
4. Appointment to City Charter Review Advisory Committee (applications provided prior to Council meeting)
5. Intergovernmental Agreement (IGA) between Clackamas County Service District No. 1 and the City of Gladstone
6. Award Contract to Low Bidder to Construct the Meldrum Bar Park Storm Drainage Improvements
7. Tri-Cities Discussion – (no attachments) - Steve Johnson
8. Recommendation to Hire New Fire Chief
- 9.

**BUSINESS CARRIED FORWARD – Update**

**BUSINESS FROM THE AUDIENCE** – This is the second opportunity for the Audience to address Council on any item not on the Agenda.

**BUSINESS FROM THE COUNCIL**

**ADJOURN**





## **CONSENT AGENDA**



## GLADSTONE CITY COUNCIL MEETING MINUTES of January 12, 2016

Meeting was called to order at 6:31 PM.

### ROLL CALL:

Councilor Sieckmann, Councilor Mersereau, Councilor Johnson, Councilor Turner, Councilor McMahon, Councilor Reisner, and Mayor Jacobellis.

### ABSENT:

None.

### STAFF:

Eric Swanson, City Administrator; Jolene Morishita Assistant City Administrator; David Doughman, City Attorney.

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### AGENDA ADDITIONS OR CORRECTIONS:

Item #11 – Discussion of Mayor/City Council Roles and Responsibilities will be moved to the January 23<sup>rd</sup> retreat agenda.

### BUSINESS FROM THE AUDIENCE:

Mr. Tracy wanted to thank the Council for their participation at the Town Hall meeting. He and some fellow fishermen have a meeting tomorrow to speak in front of the Port of Portland Commissioners regarding the Meldrum Bar project and they would like the Council's support in saving the point.

Mr. Art Isrzelson also wanted to thank the Council for reconsidering the Meldrum Bar project.

### CONSENT AGENDA:

1. Approval of Minutes from December 8, 2015 Meeting
2. Appointment to Senior Center Advisory Board
3. Approval of December Check Register
4. Approval of Year to Date Budget to Actual Report

*Councilor Sieckmann made a motion to approve the consent agenda. Motion was seconded by Councilor Johnson. Motion passed unanimously.*

### CORRESPONDENCE:

5. Letter from Merina & Company, LLP – 2014/15 Audit.

### REGULAR AGENDA:

6. Intergovernmental Agreement with the City of Sandy for Interim Library Director Services:

Mr. Swanson explained that this is an extension of a previous agreement. We are in the process of hiring a permanent person for the position. *Councilor McMahon made a motion to approve the agreement. Motion was seconded by Councilor Johnson.* Discussion: Councilor Johnson asked if there was a chance they would have to extend this agreement again. Mr. Swanson said that could happen, but he is optimistic that they will have someone hired before that happens. *Motion passed unanimously.*

7. Approval of Resolution #1073 – Master Fee Schedule:

Councilor Johnson asked where they left the home occupation businesses/fees issue. Assistant City Administrator Morishita explained that there will be a work session with any business owners/citizens on March 8<sup>th</sup> to determine the course of action. The fees won't change until 2017 so there is enough time to notify those who are affected. *Councilor Sieckmann made a motion to approve Resolution #1073. Motion was seconded by Councilor McMahon.* Discussion: Ms. Morishita asked that they mention that they are repealing Resolution #1033, which is last year's fee schedule. Councilor Johnson pointed out that the Mayor's name needs to be corrected. *Councilor Sieckmann withdrew his motion. Councilor Sieckmann*

made a motion to adopt Resolution #1073, revising the master fee schedule and repealing Resolution #1033. There was no further discussion. Motion was seconded by Councilor McMahon. Motion passed unanimously.

8. Update and Discussion of City Charter Review Advisory Committee Appointments and Process:

Mr. Swanson said they had four citizens that applied. He went over the options for moving forward. There was discussion regarding the options and timeframe. Councilor Reisner made a motion to appointment the four applicants, as per option #1 and review any further applicants at the meeting on January 26<sup>th</sup>. Motion was seconded by Councilor Johnson. There was no further discussion. Motion passed unanimously.

9. Appointment of Katie Lewis to Clackamas County Library District Advisory Committee:

Councilor Johnson explained that the Library District Advisory Committee is going back to the original ballot measure that requires members of the Library District Advisory Committee to be members of library boards from member's cities so he will no longer be Gladstone's representative. Councilor Johnson made a motion to appoint Katie Lewis as Gladstone's representative for the Clackamas County Library District Advisory Committee. Motion was seconded by Councilor Reisner. Discussion: Councilor Sieckmann asked if this was a good choice – Councilor Johnson said that it was. Motion passed unanimously.

10. Review of Draft Extension of Current Personal Services Agreement with Ross Schultz for Special Projects Coordination:

Mr. Swanson gave some background information. Councilor Sieckmann had a question regarding the difference between hiring a consulting firm versus Mr. Schultz, and comments on the list of projects. Mayor Jacobellis shared comments regarding the grant for the bridge project that Mr. Schultz was working on. Councilors Sieckmann and Johnson felt that Mr. Schultz should assist with the department head reviews. Councilor Johnson asked if there was money in the budget for this – Mr. Swanson said that there was, and it was agreed to put a cap of \$10,000 in the contract. Councilor Reisner had concerns regarding the cost of allowing access to City buildings and time commitments. Councilor McMahon made a motion to authorize the City Administrator to sign the final contract, which includes changes discussed, including the cap of \$10,000 requested by the Council. Motion was seconded by Councilor Mersereau. Discussion: Councilor Sieckmann had a question about availability/time commitment – Mr. Swanson said he has discussed that with Mr. Schultz and is comfortable that it will not be an issue. Councilor Johnson said he would consider going above the cap in the future if necessary. Councilor Turner would like to limit it to projects Mr. Schultz was already working on unless any new projects are brought before the Council – Mr. Swanson said he would keep them informed in the weekly report. Motion passed unanimously.

**BUSINESS CARRIED FORWARD – Update - None.**

**BUSINESS FROM THE AUDIENCE:**

Kevin Johnson is concerned that if there is a commercial property with commercial tenants in it that both the tenant and property owner are being charged fees.

**ADJOURN:**

Meeting adjourned.

Approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
Dominick Jacobellis, Mayor

\_\_\_\_\_  
Jolene Morishita, Assistant City Administrator

Bank	Month Ending Balance					
	July 2015	August 2015	September 2015	October 2015	November 2015	December 2015
LGIP - Urban Renewal Agency #4650	4,878,658.34	4,884,147.81	4,888,946.25	4,893,483.85	5,398,393.61	5,638,945.04
LGIP - Water System #4811	908,936.29	909,243.11	924,474.60	924,888.60	925,289.09	925,741.48
LGIP -City Of Gladstone #4472	6,244,454.93	5,641,643.89	5,423,314.53	5,076,101.85	7,645,533.83	9,022,920.40
Checking Accounts:						
General Fund	270,113.34	228,471.07	332,685.35	198,361.15	889,419.24	130,356.05
Employee Pension Trust	7,658.17	7,658.17	7,658.17	7,658.17	7,658.17	7,658.17
Municipal Court	33,566.47	31,563.44	35,513.43	37,346.86	30,266.95	33,854.79
Urban Renewal	10,316.50	10,316.50	10,316.50	10,316.50	10,253.12	10,253.12
<b>Totals</b>	<b>12,353,704.04</b>	<b>11,713,043.99</b>	<b>11,622,908.83</b>	<b>11,148,156.98</b>	<b>14,906,814.01</b>	<b>15,769,729.05</b>





## **REGULAR AGENDA**



✓ At the January 12, 2016 meeting the City Council recommended:

Update and Discussion of City Charter Review Advisory Committee Appointments and Process:

Mr. Swanson said they had four citizens that applied. He went over the options for moving forward. There was discussion regarding the options and timeframe. *Councilor Reisner made a motion to appointment the four applicants, as per option #1 and review any further applicants at the meeting on January 26<sup>th</sup>. Motion was seconded by Councilor Johnson. There was no further discussion. Motion passed unanimously.*

Report Date: January 4, 2016

✓ Meeting Date: January 12, 2016

To: City Council

From: Eric Swanson, City Administrator

AGENDA ITEM:

Appointment to the Charter Review Advisory Committee

History/Background:

On November 10, 2015, former Interim City Administrator Ross Schultz, requested the Council approve the creation of a Charter Review Advisory Committee, copy of previous staff report attached.

Notice of the Commission vacancy was advertised in the City's newsletters, on the city's website and in the Clackamas Review. As of this date applications for appointment to the Charter Review Advisory Committee have been received from:

- Malachi de AElfweald, 730 E Gloucester. Malachi has lived in Gladstone for 5 years and is self-employed in software. He would like to improve the state of the city's Municipal framework. He is a current member of the Gladstone Planning Commission.
- Melinda (Mindy) Garlington, 7000 Debbie Court. Mindy has lived in Gladstone for 24 years and is employed in digital printing. She is an active Gladstone citizen and has an invested interest in the city's growing community. She wants to help and will commit the time necessary for this project.
- Richard Hoffman, 255 E Berkeley. Richard has lived in Gladstone for 15 years. He is employed as a Substitute Teacher in Clackamas County Schools. He indicated since the last revision to the Gladstone Charter took place in 1993, many legal changes without our state and country made our Charter somewhat outdated. He would like to see serious research made before changing the Charter, to obtain Charter provisions to make life in Gladstone even better.
- Colette Umbras, 7515 Ridgewood Drive. Colette has lived in Gladstone for 33 years and is a retired Human Service Manager for Multnomah County. She believes her 36 years of experience with Multnomah County and her experiences with the City of Gladstone over the last few years will prove valuable in reviewing and recommending possible revisions to the City Charter. She has served on the Budget Committee, Senior Center Advisory Board, New Library Planning & Review Committee, Secretary & Past President of the Gladstone Public Library Foundation.

Proposal/Options:

- 1) Appoint the four applicants to the Charter Review Advisory Committee and continue to advertise for additional Committee members.

- 2) Hold off on appointing any applicants to the Charter Review Advisory Committee, continue to advertise for additional committee members and appoint all committee members at a future Council meeting.
- 3) Appoint the four applicants to the Charter Review Advisory Committee and revise the total number of Citizens at Large committee members.

Cost Impact: No impact.

Recommended Staff Action:

Staff recommends City Council make a motion to approve Option 1, 2 or 3.

Department Head

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

City Administrator

Signature: \_\_\_\_\_

Date: 1-5-16

# City of Gladstone Staff Report

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Report Date: November 2, 2015

✓ Council Date: November 10, 2015

To: City Council

From: Ross Schultz, City Administrator

## AGENDA ITEM

Charter Review Advisory Committee Creation

### History/Background

The City's Charter has not been reviewed in total for over 20 years. Even though there have been some additions, a review of the charter versus changes in law and in business conditions has not been completed recently. Most cities review their charters regularly.

Council has reviewed the Charter and feels that a committee should be formed to take citizen input, review the charter and make recommendations to Council for recommended updates to the Charter.

It is Council's desire to complete the Review in time for the General Election in November of 2016. In order to meet this deadline, and allow time for Council and legal review, the Council desires that the committees work be completed by the end of June 2016.

### Proposal

- Council Approves the formation of a charter review committee resolution
  - Committee to consist of 9 Members of the following make – up;
    - 2 Council Members
    - Planning Commission Member
    - 6 Citizens appointed at large (an additional Council Member may be Substituted if there are not enough applicants).
- Staff will accept applications for CRC committee members
- Mayor will appoint and Council will approve
- Charter Review Committee holds Public hearings sufficient to hear any opportunities for change from the public.
- CRC formulates changes to Charter
- CRC present to Council
- Council debates changes and recommends a ballot measure

Once Committee is formed, Committee will set timeline to make the November Election.

### Committee Scope

The Scope of this committee will include the whole charter. They will be tasked with recommending revisions to our current charter or starting over with the League of Cities sample charter or other suitable charter from another city and updating to fit Gladstone's needs. They will work with the City's attorney to make sure that their process is according to Oregon Revised Statutes and that their proposed changes are as well.

Options

Options could include changing the number or makeup of the committee members. Council could also change the scope of consideration for the committee.

Cost Impact

The cost impact would include staff support for the committee. Staff is not recommending a facilitator.

Recommended Staff Action

Staff recommends City Council consider the above proposal and finalize scope of work.

\_\_\_\_\_  
Department Head  
Signature

Date

Scott E. Schuly 11/3/15  
City Administrator  
Signature Date

## City of Gladstone Staff Report

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**Report Date:** 1/14/16

**Meeting Date:** 1/26/16

**To:** City Council

**From:** Jim Whynot, Public Works Director

**AGENDA ITEM:**

Intergovernmental Agreement (IGA) between Clackamas County Service District No. 1 and the City of Gladstone.

**History/Background:**

The City's Phase I NPDES MS4 Permit with the Oregon Department of Environmental Quality (DEQ) requires the City to conduct water quality monitoring in streams that receive discharge from the City's municipal separate stormwater system (MS4). The City is a participant in the Clackamas County Coordinated Monitoring Plan and has conducted sampling since 2008 at one location on Rinearson Creek. The District has conducted monitoring on the City's behalf since November 2007. The attached IGA will replace the original IGA that has expired. The City and District attorneys have reviewed the IGA and their comments have been incorporated. The District is able to conduct monitoring for Gladstone in conjunction with their own monitoring, which results in a cost savings in staff time to the City.

**Proposal:**

Enter into an agreement with the District to continue to conduct water quality monitoring in stream as outlined in the City's Phase I NPDES MS4 Permit with DEQ.

**Options:**

- Continue having the District perform the City's stormwater sampling via the updated IGA.
- Start taking the samples with City staff and deliver the samples to the District or other lab for analysis.

**Cost Impact:**

The cost to the City will be based on a time and materials. The Public Works Director will review the bills as they come in to verify charges are reasonable and accurate. For the last 3 years the annual cost for sampling has averaged \$1,327 (see attached document).

**Recommended Staff Action:**

Staff recommends Council approval by making the following motion:

"I make a motion to allow the City Administrator or designee to sign the attached IGA with Clackamas County Service District No. 1 for stormwater sampling".

Department Head

Signature: \_\_\_\_\_

Date: 1/19/16

City Administrator

Signature: \_\_\_\_\_

Date: 1-19-16



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1  
AND  
CITY OF GLADSTONE**

This Intergovernmental Agreement (“Agreement”) is entered into by and between the **City of GLADSTONE** (“City”), a political subdivision of the State of Oregon, and **Clackamas County Service District No. 1** (“District”), a county service district formed under Oregon Revised Statutes Chapter 451, for the provision of stormwater quality monitoring services. This Agreement is authorized pursuant to ORS 190.110.

1. **Effective Date and Duration.** This Agreement shall become effective upon signature by District representative. Unless earlier terminated or extended, this Agreement shall expire on June 30, 2017 (“Expiration Date”). This Agreement shall automatically renew for one (1) additional two-year period, unless otherwise terminated by the parties pursuant to Section 9 below.
2. **Statement of Work.** The statement of work (the “Work”) is contained in Attachment 1, attached hereto and incorporated by reference into this Agreement. District agrees to perform the Work in accordance with the terms and conditions of this Agreement.
3. **MS4 Compliance.** The City remains responsible for compliance with all of its Municipal Separate Storm Sewer System (“MS4”) requirements. The District assumes no liability regarding any fees, fines, or other costs that may arise from a failure of the City to meet its MS4 requirements.
4. **Consideration.** The City agrees to pay District based upon time and materials for the tasks as referenced in Attachment 1.
5. **Schedule of Performance.** The delivery schedule for the provision of these services is also contained in Attachment 1, attached hereto and incorporated by reference into this Agreement.
6. **Project Site.** The Project site location is provided in Attachment 1.
7. **Project Managers; Notice.** Each party has designated a project manager to be the formal representative for this Agreement. All reports, notices, and other communications required under or relating to this Agreement shall be directed to the appropriate individual. To be effective, any notice required to be given under this Agreement may be given by personal delivery to the address below or may be sent by certified mail, return receipt requested and if sent via certified mail return receipt requested such notice will be deemed delivered three (3) business days after postmark. Notice may also be given by overnight delivery service, effective upon receipt of such delivery.

City of GLADSTONE  
Jim Whynot  
525 Portland Ave  
Gladstone, OR 97027  
(503) 656-7957

Clackamas County Service District No. 1

Mona LaPierre  
c/o Water Environment Services  
150 Beaver Creek Road  
Oregon City, OR 97045  
(503) 557-2830

8. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
9. **Payment.**
  - A. Within forty-five (45) days of conducting a sampling event on behalf of City, District shall submit an itemized invoice to City for reimbursement of services performed during the sampling event, which shall include a description of the project and District contract number, and the allocation of costs.
  - B. City shall pay all invoices within thirty (30) days of the District receiving the invoice.
10. **Termination.**
  - A. The parties may agree to an immediate termination of this Agreement or at a time certain upon mutual written consent.
  - B. Either party may terminate this Agreement effective not less than thirty (30) days from delivery of written notice for any reason. City shall be responsible for any costs of Work done on its behalf prior to the effective date of the termination.
  - C. Either party may terminate this Agreement in the event of a breach by the other party. However, prior to such termination, the party seeking termination shall give the other party written notice of the party's intent to terminate. If the breaching party has not cured the breach within ten (10) days or a longer period as granted in the cure notice, the party seeking compliance may terminate this Agreement.
11. **Funds Available and Authorized.** Both parties certify that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within each party's current appropriation and limitation through fiscal year 2015-2016. Both parties understand and agree that payment of amounts under this Agreement attributable to Work performed after the end of the current fiscal year is contingent on either party receiving appropriations, limitations, or other expenditure authority.
12. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
13. **Access to Records.** Both parties and their duly authorized representatives shall have access to the documents, papers, and records which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcript.
14. **Compliance with Applicable Law.**

- a. Both parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Both party's performance under this Agreement is conditioned upon either parties compliance with the provisions of the Oregon Revised Statutes, including but not limited to ORS 279A, B, and C, which are incorporated by relevant reference herein.
  - b. The City is and remains responsible for compliance with its MS4 Permit obligations. The District assumes no liability regarding any fees, fines, or other costs related to meeting those permit obligations by entering into this Agreement.
15. **No Third Party Beneficiary.** The District and City are the only parties to this Agreement and as such, are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
16. **Indemnification.** Within the limits of the Oregon Tort Claims Act (ORS 30.260 to 30.300, as amended), each party agrees to indemnify and defend the other and its officers, employees, agents and representatives from and against all claims, demands, penalties and causes of action of any kind or character relating to or arising from this Agreement, including the cost of defense, attorney fees arising in favor of any person on account of personal injury, death or damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, subcontractors or representatives.
17. **Merger Clause.** This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
18. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
19. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

**City of GLADSTONE**

**Clackamas County Board of County  
Commissioners Acting as the Governing  
Body for Clackamas County Service District  
No. 1 by:**

\_\_\_\_\_  
*[Insert Name],*

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recording Secretary

Approved as to Form:

\_\_\_\_\_  
County Counsel

**ATTACHMENT #1**  
**Clackamas County Service District #1 and City of Gladstone**  
**Stormwater Quality Monitoring Project**  
**Statement of Work**

**PURPOSE**

The purpose of this attachment (the “Attachment”) is to define the specific responsibilities of the City of Gladstone (“City”) and Clackamas County Service District No. 1 (“District”). City desires to obtain stormwater quality monitoring and laboratory services from District in order to comply with its Phase I MS4 NPDES permit (“Permit”) monitoring requirements.

**PROJECT DESCRIPTION AND SITE**

The project (“Project”) involves the collection of sample(s) for analyses from outfall monitoring site(s) located in the City of Gladstone as specified in the Comprehensive Clackamas County Stormwater Monitoring Plan dated June, 2013 (“Plan”).

**PROJECT COSTS**

The cost of the Project will be based upon time and materials and established laboratory fees plus an 8% premium. This data will be captured through the Water Environment Services Time Card and Financial Systems. Rates are adjusted annually and effective July 1.

**STATEMENT OF WORK**

Monitoring

**The District Shall:**

1. Collect field and lab samples at the City outfall site for three storm events prior to July 1, 2016. There after three samples from July 1, 2016 and prior to June 30, 2017. District will attempt to collect these samples during the same events when it is collecting its own samples to meet MS4 NPDES permit requirements.
2. An attempt should be made to collect lab samples that are composites representing three individual samples collected throughout the event and separated by a minimum of one hour. The time and date when these samples are collected should also be documented.
3. Analyze the composite samples in the lab for total and dissolved copper, total and dissolved lead, total and dissolved zinc, total hardness, E. Coli, ammonia, nitrate, total phosphorus, ortho-phosphate, total solids, total suspended solids, and total dissolved solids as specified in the Plan.
4. Analyze outfall discharges in the field for specific conductivity, pH, temperature, dissolved oxygen, and depth of flow as specified in the Plan. The time and date when these samples are collected should also be documented.
5. Collect adequate samples such as field blanks and duplicates in order to conduct the required quality assurance and quality control reviews of the data.
6. Provide hard copy and digital copy results of the field and laboratory analyses to City.

**City Shall:**

1. Submit payment to the District for City’s share of the Project cost within thirty (30) days of receipt of invoice from the District.
2. Notify the District if there are changes within the Permit.



**R110084 Gladstone Contract Lab Services**

**FY 2012-13**

**FY 2013-14**

**FY 2014-15**

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<b>Total</b>	<b>1,397.17</b>	<b>1,771.30</b>	<b>1,739.66</b>
<b>Labor</b>	<b>177.68</b>	<b>505.75</b>	<b>244.16</b>
<b>Lab costs</b>	<b>1,219.49</b>	<b>1,265.55</b>	<b>1,495.50</b>

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## City of Gladstone Staff Report

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**Report Date:** 1/14/2016  
**Meeting Date:** 1/26/2016  
**To:** City Council  
**From:** Jim Whynot, Public Works Director

**AGENDA ITEM:**  
Meldrum Bar Park Storm Drainage Improvements

**History/Background:**  
This project is required by DEQ under the City's Phase I National Pollutant Discharge Elimination System (NPDES) municipal separate storm sewer (MS4) permit. The permit requires the City to install a water quality retrofit project for stormwater runoff to address pollutants of concern in adjacent waterbodies. This site is identified as a high use and high potential pollutant generating area due to vehicular traffic and recycling/ decant activities being conducted. A RFP was sent out and we received three bids (see attached documents).

**Proposal:**  
Project consists of excavating three water quality treatment swales totaling 610 feet in length on the north side of Meldrum Bar Park Rd. Construction will also include installation of 4 sediment traps, 11 catch basins, one water quality manhole, 273 feet of HDPE piping, and 484 feet of ductile iron piping.

**Options:**  
Award contract to low bidder Jim Smith Excavating, Inc., re-advertise in hopes to get a lower bid, or do not award a contract at this time.

**Cost Impact:**  
\$96,979.00 (low bid) Expenditure from Sewer/Storm fund. There will be time and material costs (between \$5k and \$10k estimated) for construction staking and pay request reviews from Sisul Engineering.

**Recommended Staff Action:**  
Award contract to low bidder Jim Smith Excavating, Inc. for \$96,979.00 to construct the Meldrum Bar Park Storm Drainage Improvements.

Department Head  
Signature: \_\_\_\_\_



Date: 1/19/16

City Administrator  
Signature: \_\_\_\_\_



Date: 1/19/16



# SISUL ENGINEERING

*A Division of Sisul Enterprises, Inc.*

375 PORTLAND AVENUE, GLADSTONE, OREGON 97027

(503) 657-0188

FAX (503) 657-5779

January 19, 2016

City of Gladstone  
525 Portland Avenue  
Gladstone, OR 97027

ATTN: Eric Swanson, City Administrator

RE: City of Gladstone Improvement Project, Meldrum Bar Park Storm Drain Improvement; SGL12-037

Dear Mr. Swanson,

Enclosed for your review and approval is a tabulation of the bids received for the Meldrum Bar Park Storm Drain Improvement proposed in Meldrum Bar Park. Three proposals were received and opened by Assistant City Administrator Jolene Morishita on Thursday, December 10, 2015. The low bid received by the City was from Jim Smith Excavating, Inc.

We have evaluated the bid from Jim Smith Excavating, Inc. and have determined it to be responsive and responsible, and that the contract price is considered fair and reasonable. It appears to be in the best interest of the City of Gladstone to accept the bid from Jim Smith Excavating, Inc.

We recommend that the City of Gladstone award the construction contract to Jim Smith Excavating, Inc.

If you have any questions, please feel free to contact me.

Sincerely,



Patrick A. Sisul, PE  
Sisul Engineering



## City of Gladstone, OR

**Bid Opening:** Meldrum Bar Storm Drain Improvement

**Opening:** Thursday, December 10, 2015, 2:00 PM

The following bids were received by Assistant City Administrator Jolene Morishita

#	Contractor	Proposal
1	Jim Smith Excavating, Inc.	\$ 96,979.00
2	D&T Excavation, Inc.	\$ 127,313.80
3	Timberline Development Co., Inc.	\$ 146,328.00

**Result:** Jim Smith Excavating, Inc. is the low bidder.



CITY OF GLADSTONE, OREGON  
PUBLIC WORKS DEPARTMENT

REQUEST FOR QUOTATION

PROJECT: MELDRUM BAR PARK STORM IMPROVEMENTS

OPENING: 2:00 PM, THURSDAY, DECEMBER 10, 2015

The following project will be subject to prevailing wage laws. Prevailing wage rates will apply to any proposal over \$50,000 or if the project cost increases to over \$50,000 through change orders. Prevailing wage rate information can be found at:

[www.oregon.gov/BOLI/WHD/PWR/index.shtml](http://www.oregon.gov/BOLI/WHD/PWR/index.shtml)

All quotations *must be* submitted on the attached forms. *This is not an order.* Please read all information on the instruction pages before preparing quotation.

Work shall be completed by Wednesday, March 30, 2016.

Responses to this Request for Quotation must be received by City of Gladstone no later than 2:00 p.m. on Thursday, December 10, 2015. Quotations shall be delivered to the attention of Jolene Morishita at Gladstone City Hall, 525 Portland Avenue, Gladstone, OR. Envelopes shall be clearly identified with the words "Meldrum Storm Improvements".

SUBMIT QUOTATIONS TO:

Jolene Morishita  
City of Gladstone  
525 Portland Avenue  
Gladstone, OR 97027  
Email: [morishita@ci.gladstone.or.us](mailto:morishita@ci.gladstone.or.us)

ADDRESS TECHNICAL QUESTIONS TO:

Pat Sisul, Sisul Engineering  
Project Manager  
Telephone: (503) 657-0188  
Email: [patsisul@sisulengineering.com](mailto:patsisul@sisulengineering.com)

OR Scott Tabor, City of Gladstone  
Public Works Supervisor  
Telephone: (503) 656-7957  
Email: [tabor@ci.gladstone.or.us](mailto:tabor@ci.gladstone.or.us)

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E.	Standard General Conditions	Exhibit C
F.	Supplemental General Conditions	Exhibit D
G.	City of Gladstone Statutorily Required Provisions, Construction Services for Labor and Services for Public Improvements and Public Works Subject to ORS 279C.800 to 279C.870.	Exhibit E

ENCLOSURES: Meldrum Bar Park Storm Improvements, November, 2015 by Sisul Engineering, Cover Sheet & Sheets 1 through 5.

## WRITTEN QUOTATION INSTRUCTIONS

The CITY OF GLADSTONE reserves the right to cancel this request, to reject any and all quotations received, or to waive any informalities and irregularities if in the best interest of the City.

Oregon Revised Statutes (ORS) Chapter 279C – Public Contracting – Public Improvements and Related Contracts, outlines the requirements for obtaining competitive formal bids and competitive quotations for intermediate procurements. In brief, no quotations are required for projects of less than \$5,000, competitive quotations are required for projects with a cost between \$5,000 to \$100,000 and formal bids are required for projects that will exceed \$100,000.

In the event that no contractor can provide the listed services for less than \$100,000, the City of Gladstone reserves the right to modify the scope of work to match available funds.

Quotations will be opened by Public Works Supervisor Scott Tabor at Gladstone City Hall, 525 Portland Avenue, Gladstone, OR on the date and at the time specified. Contractors are welcome to attend. Quotations are to be delivered to Jolene Morishita at Gladstone City Hall on the forms provided for this purpose. Quotations delivered to locations other than as indicated above or received after the designated time will not be accepted.

The quotation will be awarded to the bidder whose quotation is responsive conforming to the solicitation and whose quote will best serve the interests of the City of Gladstone.

The bidder's attention is called to the Contract Quantities list. The Contract Quantities list has been prepared to aid bidders with the preparation of their quotation. It is not guaranteed to be complete or accurate, and the responsibility for compliance with all requirements remains with the bidder.

**Proposal.** Bidder is to complete the Schedule of Values by showing Unit Prices and Total Prices in legible figures (not words) written in ink or typed. Where conflicts occur, the Unit Price shall prevail. Any unit price that is left blank, including lump sum items, or does not contain numeric figures will be considered no charge for that bid item. The extension for that bid item will also be treated as no charge and reflected as such in the total contract price, regardless of what has been placed in the extension column.

*Your quotation shall be considered non-responsive and therefore, void if:*

- Figures are illegible
- Minimum bid requirements are not met (if applicable)

**Acknowledgement of Addenda.** The bidder must sign, where indicated below the Schedule of Values, acknowledgement of any addenda received prior to the quote opening. *Failure to comply with this provision will render the quotation non-responsive and therefore void.*

It is the sole responsibility of the Bidder to learn of Addendum, if any. Such information may be obtained from Pat Sisul, Project Manager by calling (503) 657-0188 or by emailing [patsisul@sisulengineering.com](mailto:patsisul@sisulengineering.com), however the sole responsibility for obtaining and learning of Addendum belongs to the Bidder. The City of Gladstone accepts no responsibility or liability and will provide no accommodation to bidders who fail to check for addendums and submit inadequate or incorrect responses.

**Errors in Proposals.** The City will not be responsible for any errors in proposals. Bidders will not be allowed to alter proposals after the submittal deadline.

**Quotation Award.** Receipt of an official award letter from the City of Gladstone will evidence the acceptance of a quotation. No other act of the City shall constitute acceptance of a quotation.

**MELDRUM BAR PARK STORM IMPROVEMENTS  
PROPOSAL**

**Scope of Work:** The project consists of excavating three water quality treatment swales on the north side of Meldrum Bar Park Road and installation of new storm drain piping along near the water quality swales in Meldrum Bar Park. Approximately 610 feet of water quality swale will require excavation. Construction will also include installation of 4 sediment traps, 11 catch basins, one water quality manhole, and 273 feet of HDPE piping and 484 feet of ductile iron piping. Scope of work includes, mobilization, demobilization, utility locating, removal and disposal of existing storm drain, installation of new storm drain pipe and structures and some removal and/or abandonment of existing storm drain piping and structures. The project also includes sawcutting the existing pavement, trench excavation, pipe bedding, backfill, trench compaction, pavement patch, landscaping and landscape repair, erosion control, traffic control, haul-off of removed asphaltic concrete surfacings and construction management.

The quote is to be on a per unit basis. The City of Gladstone is not obligated to any minimum or maximum quantities under the contract. Refer to the attached plans and documents for a list of the work to be performed.

**Completion Date:** All work shall be completed no later than Wednesday, March 30, 2016. Although, the City of Gladstone reserves the right to extend this date if unforeseen circumstances arise that impede the contractor's ability to make reasonable progress.

**Contract Quantities:** A list of estimated Contract Quantities is provided below together with a Schedule of Values to be completed by the Bidder. Quantities listed in this proposal are estimated and actual quantities may vary. The bid is to be on a per unit basis. The City of Gladstone is not obligated to any minimum or maximum quantities under this contract. Refer to attached plans for anticipated work to be performed. The amount of this contract will be less than \$100,000.00.

**CONTRACT QUANTITIES & CONTRACTOR'S SCHEDULE OF VALUES**

No.	Description	Unit	Quantity	Unit Price	Total Price
1.	Mobilization/Demobilization.	LS	1	5600.00 /LS	\$ 5600.00
2.	Construction Management / Utility Coordination. Including potholing & managing adjustment of conflicting utility service lines.	LS	1	1250.00 /LS	\$ 1250.00
3.	Work Zone Traffic Control, including temporary plating.	LS	1	1100.00 /LS	\$ 1100.00
4.	Clearing & Grubbing.	LS	1	417.00 /LS	\$ 417.00
5.	Install and Maintain Erosion and Sediment Controls. Includes gravel construction entrances, sediment fences, check dams and inlet protection. Remove at end of construction.	LS	1	4450.00 /LS	\$ 4450.00
6.	Install and Maintain Construction Fencing.	LF	1400	2.00 /LF	\$ 2800.00
7.	Sawcut AC.	LS	1	650.00 /LS	\$ 650.00
8.	Remove & Disposal of Existing Roadway Surfacing.	SY	75	4.00 /SY	\$ 300.00
9.	Excavate WQ Treatment Swales. Include excavation for 18" deep growing medium. Shape growing medium per plan prior to seeding.	LF	610	11.00 /LF	\$ 6710.00
10.	Construct Sediment Trap. Excavate & install flat landscape stones.	EA	4	841.00 /EA	\$ 3364.00

11.	Install poured in place Concrete Weir Wall. Bedding, foundation, wall & backfill.	EA	4	280.00 /EA	\$ 1120.00
12.	Install Flow Spreader.	EA	6	344.00 /EA	\$ 2064.00
13.	Removal & disposal of existing storm drain piping.	LS	1	625.00 /LS	\$ 625.00
14.	Install Water Quality Manhole. Bedding, installation & backfill.	EA	1	3407.00 /EA	\$ 3407.00
15.	Inlet Catch Basin Inlet. Bedding, installation & backfill.	EA	11	1140.00 /EA	\$ 12540.00
16.	Install 12" Ductile Iron Pipe. Bedding, installation & backfill.	LF	112	60.00 /LF	\$ 6720.00
17.	Install 12" HDPE Pipe. Bedding, installation & backfill.	LF	196	40.00 /LF	\$ 7840.00
18.	Install 8" Ductile Iron Pipe. Bedding, installation & backfill.	LF	372	41.00 /LF	\$ 15252.00
19.	Install 8" HDPE Pipe. Bedding, installation & backfill.	LF	77	36.00 /LF	\$ 2772.00
20.	Landscape WQ Treatment Swales. Install 18" depth of imported growing medium, seed & fertilize.	LF	610	21.00 /LF	\$ 12810.00
21.	Repair Existing Landscaping Disturbed by Construction. Smooth out ruts, cover with straw & temporary seeding.	SY	129	7.00 /SY	\$ 903.00
22.	Pavement patch.	SY	75	39.00 /SY	\$ 2925.00
23.	Stockpile material excavated onsite in an approved location.	LS	1	1366.00 /LS	\$ 1366.00

Total Quotation Price: \$ 96,979.00

Receipt of the following Addenda is hereby acknowledged:

Addendum No.

Date Received

Signed Acknowledgement

0 NONE

Failure to acknowledge receipt of Addenda will render the quotation non-responsive and therefore void. If no addenda received, please mark "none" and sign.

The undersigned declares that before preparing their quote, they read carefully the specifications and requirements for bidders and that their quotation is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and that their said quotation is stated on these pages. By signing this page of the quotation, the Contractor acknowledges and agrees to the terms and conditions of each of the forms included in the quote documents.

J. H. S.  
Authorized Official (Signature)

12-10-15  
Date

JAMES H. Smith  
Print Name of Authorized Official

PRES  
Title of Authorized Official

Jim Smith Excavating, Inc.  
Company Name

503-557-7470  
Telephone Number

P.O. Box 429  
Address

OREGON city OR 97045  
City, State, Zip

82790  
State Contractors License Number

Jim@JimSmithExcavating.com  
Email Address

**Notes:**

1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation, this proposal must be executed by its duly authorized officials.
3. Proposals submitted must be complete and include pricing for the work to be completed, in whole, per the attached plans and specifications.
4. The City of Gladstone reserves the right to adjust the scope of the work to match available funds.



**MELDRUM BAR PARK STORM IMPROVEMENTS  
PROPOSAL**

**Scope of Work:** The project consists of excavating three water quality treatment swales on the north side of Meldrum Bar Park Road and installation of new storm drain piping along near the water quality swales in Meldrum Bar Park. Approximately 610 feet of water quality swale will require excavation. Construction will also include installation of 4 sediment traps, 11 catch basins, one water quality manhole, and 273 feet of HDPE piping and 484 feet of ductile iron piping. Scope of work includes, mobilization, demobilization, utility locating, removal and disposal of existing storm drain, installation of new storm drain pipe and structures and some removal and/or abandonment of existing storm drain piping and structures. The project also includes sawcutting the existing pavement, trench excavation, pipe bedding, backfill, trench compaction, pavement patch, landscaping and landscape repair, erosion control, traffic control, haul-off of removed asphaltic concrete surfacings and construction management.

The quote is to be on a per unit basis. The City of Gladstone is not obligated to any minimum or maximum quantities under the contract. Refer to the attached plans and documents for a list of the work to be performed.

**Completion Date:** All work shall be completed no later than Wednesday, March 30, 2016. Although, the City of Gladstone reserves the right to extend this date if unforeseen circumstances arise that impede the contractor's ability to make reasonable progress.

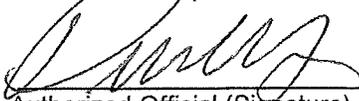
**Contract Quantities:** A list of estimated Contract Quantities is provided below together with a Schedule of Values to be completed by the Bidder. Quantities listed in this proposal are estimated and actual quantities may vary. The bid is to be on a per unit basis. The City of Gladstone is not obligated to any minimum or maximum quantities under this contract. Refer to attached plans for anticipated work to be performed. The amount of this contract will be less than \$100,000.00.

**CONTRACT QUANTITIES & CONTRACTOR'S SCHEDULE OF VALUES**

No.	Description	Unit	Quantity	Unit Price	Total Price
1.	Mobilization/Demobilization.	LS	1	2,000.00 /LS	\$ 2,000.00
2.	Construction Management / Utility Coordination. Including potholing & managing adjustment of conflicting utility service lines.	LS	1	1,700.00 /LS	\$ 1,700.00
3.	Work Zone Traffic Control, including temporary plating.	LS	1	845.00 /LS	\$ 845.00
4.	Clearing & Grubbing.	LS	1	1,400.00 /LS	\$ 1,400.00
5.	Install and Maintain Erosion and Sediment Controls. Includes gravel construction entrances, sediment fences, check dams and inlet protection. Remove at end of construction.	LS	1	4,425.00 /LS	\$ 4,425.00
6.	Install and Maintain Construction Fencing.	LF	1,400	2.00 /LF	\$ 2,800.00
7.	Sawcut AC.	LS	1	675.00 /LS	\$ 675.00
8.	Remove & Disposal of Existing Roadway Surfacings.	SY	75	1 /SY	\$ 75.00
9.	Excavate WQ Treatment Swales. Include excavation for 18" deep growing medium. Shape growing medium per plan prior to seeding.	LF	610	12.25 /LF	\$ 7,472.50
10.	Construct Sediment Trap. Excavate & install flat landscape stones.	EA	4	385.00/EA	\$ 1,540.00



The undersigned declares that before preparing their quote, they read carefully the specifications and requirements for bidders and that their quotation is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and that their said quotation is stated on these pages. By signing this page of the quotation, the Contractor acknowledges and agrees to the terms and conditions of each of the forms included in the quote documents.



Authorized Official (Signature)

12/10/2015

Date

Derek Osterholme

Print Name of Authorized Official

President

Title of Authorized Official

D&T Excavation, Inc

Company Name

503-612-9284

Telephone Number

PO Box 37107

Address

Wilsonville, OR 97070

City, State, Zip

151668

State Contractors License Number

dereko@dtexcavation.com

Email Address

**Notes:**

1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation, this proposal must be executed by its duly authorized officials.
3. Proposals submitted must be complete and include pricing for the work to be completed, in whole, per the attached plans and specifications.
4. The City of Gladstone reserves the right to adjust the scope of the work to match available funds.



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**CONTRACT QUANTITIES & CONTRACTOR'S SCHEDULE OF VALUES**

No.	Description	Unit	Quantity	Unit Price	Total Price
1.	Mobilization/Demobilization.	LS	1	3,000.00 /LS	\$ 3,000.00
2.	Construction Management / Utility Coordination. Including potholing & managing adjustment of conflicting utility service lines.	LS	1	2,000.00 /LS	\$ 2,000.00
3.	Work Zone Traffic Control, including temporary plating.	LS	1	1,500.00 /LS	\$ 1,500.00
4.	Clearing & Grubbing.	LS	1	1,680.00 /LS	\$ 1,680.00
5.	Install and Maintain Erosion and Sediment Controls. Includes gravel construction entrances, sediment fences, check dams and inlet protection. Remove at end of construction.	LS	1	9,300.00 /LS	\$ 9,300.00
6.	Install and Maintain Construction Fencing.	LF	1400	3.25 /LF	\$ 4,550.00
7.	Sawcut AC.	LS	1	650.00 /LS	\$ 650.00
8.	Remove & Disposal of Existing Roadway Surfacings.	SY	75	450.00 /SY	\$ 450.00
9.	Excavate WQ Treatment Swales. Include excavation for 18" deep growing medium. Shape growing medium per plan prior to seeding.	LF	610	36.80 /LF	\$ 22,448.00
10.	Construct Sediment Trap. Excavate & install flat landscape stones.	EA	4	1,690.00 /EA	\$ 6,760.00

11.	Install poured in place Concrete Weir Wall. Bedding, foundation, wall & backfill.	EA	4	3,000.00/EA	\$ 12,000.00
12.	Install Flow Spreader.	EA	6	475.00 /EA	\$ 2,850.00
13.	Removal & disposal of existing storm drain piping.	LS	1	950.00 /LS	\$ 950.00
14.	Install Water Quality Manhole. Bedding, installation & backfill.	EA	1	4,775.00/EA	\$ 4,775.00
15.	Inlet Catch Basin Inlet. Bedding, installation & backfill.	EA	11	1,450.00 /EA	\$ 15,950.00
16.	Install 12" Ductile Iron Pipe. Bedding, installation & backfill.	LF	112	61.00 /LF	\$ 6,832.00
17.	Install 12" HDPE Pipe. Bedding, installation & backfill.	LF	196	30.00 /LF	\$ 5,880.00
18.	Install 8" Ductile Iron Pipe. Bedding, installation & backfill.	LF	372	28.00 /LF	\$ 10,416.00
19.	Install 8" HDPE Pipe. Bedding, installation & backfill.	LF	77	25.00 /LF	\$ 1,925.00
20.	Landscape WQ Treatment Swales. Install 18" depth of imported growing medium, seed & fertilize.	LF	610	43.00 /LF	\$ 26,230.00
21.	Repair Existing Landscaping Disturbed by Construction. Smooth out ruts, cover with straw & temporary seeding.	SY	129	8.00 /SY	\$ 1,032.00
22.	Pavement patch.	SY	75	42.00 /SY	\$ 3,150.00
23.	Stockpile material excavated onsite in an approved location.	LS	1	2,000.00 /LS	\$ 2,000.00

Total Quotation Price: \$ 146,328.00

Receipt of the following Addenda is hereby acknowledged:

Addendum No. NONE

Date Received NA

Signed Acknowledgement



Failure to acknowledge receipt of Addenda will render the quotation non-responsive and therefore void. If no addenda received, please mark "none" and sign.

The undersigned declares that before preparing their quote, they read carefully the specifications and requirements for bidders and that their quotation is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and that their said quotation is stated on these pages. By signing this page of the quotation, the Contractor acknowledges and agrees to the terms and conditions of each of the forms included in the quote documents.

*[Signature]*  
Authorized Official (Signature)

12/10/15  
Date

GARY R. NICHOLS SR  
Print Name of Authorized Official

PRESIDENT  
Title of Authorized Official

TIMBERLINE DEVELOPMENT CO., INC.  
Company Name

503-519-4650  
Telephone Number

PO BOX 279  
Address

Gladstone OR 97027  
City, State, Zip

23225  
State Contractors License Number

gnicholasr@comcast.net  
Email Address

**Notes:**

1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation, this proposal must be executed by its duly authorized officials.
3. Proposals submitted must be complete and include pricing for the work to be completed, in whole, per the attached plans and specifications.
4. The City of Gladstone reserves the right to adjust the scope of the work to match available funds.



**RESOLUTION NO. 1064**

**CITY OF GLADSTONE, OREGON**

*A Resolution Authorizing Staff to Hire a Full Time Fire Chief*

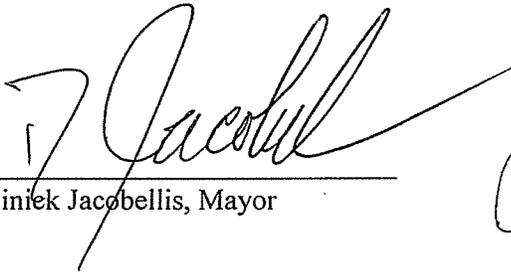
**WHEREAS**, The City of Gladstone has identified the need for a Full Time Fire Chief in the Adopted City of Gladstone 2015-16 Annual Budget; and

**WHEREAS**, Staff has identified a process for filling the job of Full Time Fire Chief; and

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Gladstone, that staff is authorized to follow the process outlined in Option B of the Staff Report to hire Full Time Fire Chief.

This Resolution is adopted by the Gladstone City Council and approved by the Mayor this 11th day of August, 2015.

Attest:



\_\_\_\_\_  
Dominiek Jacobellis, Mayor



\_\_\_\_\_  
Jolene Morishita, Assistant City Administrator

# City of Gladstone Staff Report

---

Report Date: August 4, 2016  
Meeting Date: August 11, 2015  
To: City Council  
From: Fire Department, Stan Monte; Chief.

## AGENDA ITEM

Fire Department Request to solicit and hire Consultant to advise in the selection of Full time Fire Chief

### History/Background

The City of Gladstone Fire Department is one of the oldest fire departments in the State of Oregon and the only urban fire department in Clackamas County without a full time Chief. Under the direction of the City Counsel the Fire Department has been directed to hire a Full Time Fire Chief. Under this direction the fire department with the city's liaison, have made inquires with our neighboring fire departments, several have hired fire chiefs in the last few years. Although sharing the same mission each department is an individual entity as to its demographics, employment model, employees, resources and needs. These differences have resulted in all but one organization hiring professional consultants for their recruitment process. Their reasoning and ours, is the requirement for an independent review of our needs from a professional that comprehends today's management practices and standards in the fire service and how to find the best fit in a new chief. Generally the scope of work has entailed two objectives; creating a job description by identifying the personal qualities, education, training and experience that would be an ideal fit for each department. The second objective would encompass advertising, screening, testing and interviews.

### Proposal

The Gladstone Fire Department requests approval to solicit and hire a consultant to advise and assist in defining the qualities required of full time Fire Chief for Gladstone Fire Department. In addition we would request the option to expand the scope of the contract to encompass the consultant's assistance in the complete hiring process if necessary.

### Options

A. Solicit and contract an experienced private consultant to advise and assist in the development and defining the qualities required of full time Fire Chief for the City of Gladstone. Utilize City Human Resource Department and Staff time for the advertising, screening, testing and interviewing of the selection process.

**In addition;** include an Elective Option for the consultant to manage the advertizing, testing and interviews of the selection process. If during the development process it is determined the consultant's expertise is warranted.

Est. cost; \$20,000 - \$36,000 (consultant \$8,000-\$25,000, staff \$5,000 - \$12,000)

B. Solicit and contract an experienced private consultant to advise and assist in the development and defining of the qualities required of full time Fire Chief for the City of Gladstone. In addition consultant is to manage the advertising, screening, testing and interviewing of the selection process.

Est. cost; \$25,000 - \$34,000 (consultant \$20,000 -\$25,000, staff \$5,000 - \$9,000)

C. City staff to develop and define the qualities required of a full time Fire Chief for the City of Gladstone. Utilize City Human Resource department and staff time to manage the advertizing, testing and interviewing for the selection process.  
Est. cost; \$25,000 - \$40,000

D. Solicit and contract an experienced private consultant to advise and assist in the development and defining of the qualities required of full time Fire Chief for the City of Gladstone. Utilize City Human Resource Department and Staff time for the advertising, screening, testing and interviewing of the selection process.  
Est. cost; \$17,000 - \$24,000 (consultant \$8,000-\$12,000, staff \$5,000 - \$12,000)

Cost Impact

City has approved \$90,000 for "Full Time Fire Chief" as this process is expected to take 3-5 months funds could be drawn from this line.

Recommended Staff Action

Staff recommends City Council approve option A. This would allow for an Elective Option which if warranted would allow the consultant to continue with the hiring process without having to readdress the issue with the counsel through the issuance of a change order.

Department Head

Signature

*Stan Monte*

Date

*8/4/15*

City Administrator

Signature

Date





