



AGENDA

MOLALLA CITY COUNCIL MEETING
October 23, 2019
7:00 PM
Molalla Adult Center
315 Kennel Ave, Molalla, OR 97038

Mayor Keith Swigart

Council President Elizabeth Klein
Councilor Leota Childress
Councilor DeLise Palumbo

Councilor Terry Shankle
Councilor Jody Newland
Vacant Seat

1. CALL TO ORDER AND ROLL CALL

2. FLAG SALUTE

3. PRESENTATIONS, PROCLAMATIONS, CEREMONIES

- A. Census 2020 – Portland State University (30 minutes)

4. PUBLIC COMMENT

(Citizens are allowed up to 3 minutes to present information relevant to the City but not listed as an item on the agenda. Prior to speaking, citizens shall complete a comment form and deliver it to the City Recorder.)

5. APPROVAL OF THE AGENDA

6. CONSENT AGENDA

(This section allows the City Council to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may only be discussed if it is pulled from the consent agenda.)

- A. Meeting Minutes – October 9, 2019

7. PUBLIC HEARINGS

8. GENERAL BUSINESS

- A. ODOT – IGA OR213 and Toliver Rd. Roundabout (Huff)
B. Food Cart Ordinance: Community and Restaurant Survey Results (Cannon)
C. Industrial Hemp: Potential Regulations for New Processors(Cannon)

9. REPORTS

- A. City Manager and Staff
B. Mayor
C. City Councilors

10. ADJOURN

Agenda posted at City Hall, Library, and the City Website at <http://www.cityofmolalla.com/meetings>. This meeting location is wheelchair accessible. Disabled individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder's Office at 503-829-6855.

CENSUS 2020



2020CENSUS.GOV

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your future
START HERE >

United States
CENSUS
2020

Why We Do a Census

- Article 1, Section 2 of the US Constitution

The actual Enumeration shall be made within three Years after the first Meeting of the Congress of the United States, and within every subsequent Term of ten Years, in such Manner as they shall by Law direct.

- Key purpose is apportioning the 435 seats belonging to the US House of Representatives.

2016 Funding

- Total funding to all 50 states - \$883 Billion
- **Oregon's Share - \$13.5 Billion**
- Oregon's per capita estimate - \$3,200

2020 Census Goal



Our Challenge:

- By September 2020, throughout the U.S., we will count approximately 330 million people living in 140 million housing units.
- In Oregon, using July 2018 estimates, we expect there are 4.2 million people living in 1.8 million housing units that will need to be counted.
- In Molalla, we expect to count over 9,000 people living in over 3,400 housing units.

New Ability to Self Respond Starting March 12, 2020

- Internet
- Phone
- Paper Questionnaire



Or traditional in-person interview

The Process

March 12 – July 24, 2020

- Five invitations to self-respond will be mailed out. The fourth invitation/mailed form will include the traditional short form that can be mailed back.
- Potentially three enumerator visits.
- User ID is helpful but not required to respond.

Languages

Internet Self-Response	Paper Form	Questionnaire Help	Enumerators, Mailed Items	Language Card and Guides
English Spanish Chinese (Simp.) Vietnamese Korean Russian Arabic Tagalog Polish French Haitian Creole Portuguese Japanese	English Spanish	13 languages Plus TDD	English Spanish	59 languages Plus ASL Plus Braille Plus Large Print

What Do We Ask?

1. Name
2. Address
3. Phone Number
4. Count of Each Person At That Address
5. Gender
6. Age and Date of Birth
7. Race
8. Hispanic, Latino or Spanish Origin
9. Whether Someone Lives Somewhere Else (and should therefore be counted elsewhere)
10. Relationship to Responder



Private and Confidential

- Only aggregate data reported
- Prohibited by law from releasing personal information to any person or organization
USC Title 13
- Life-time oath by all Census Bureau employees
- Penalties for wrongful disclosure: Up to 5 years imprisonment and/or a fine of \$250,000



Hard-to-Count Populations

- Seniors
- Renters
- Children younger than 5
- Homeless
- Migrant workers
- Foreign-born/Immigrants
- Internet Concerns

Seniors

Those 62 or Older

1,234

13.7%

Issues:

- Physical Isolation
- Mental Health
- Feeling they don't matter
- Access or ability to use the internet

Children Under the Age of Five

928 10.3%

Issues:

- Split Custody
- Children living in age restricted housing
- Byproduct of parents not responding

Renters

Renters 34.7% Owners 65.3%

Issues:

- More Transient/Frequent Movers
- Less Community Involvement?
- Apathy?

The Homeless Count

In Clackamas County, using Point in Time (PIT) statistics of individuals living in sheltered and non-sheltered environments .

2017 - 497

2015 - 494

Using 2010 Census data, there were 22 homeless individuals living in Clackamas County and 3,024 in Oregon.

Migrant Workers Clackamas County

Using OSU info from June 2018, they estimate there were 2,062 individuals working in migrant jobs throughout Clackamas County and 28,940 living in Oregon in 2017.

This figure does not include family members who may accompany the worker.

Foreign Born Residents

<i>Naturalized Citizens</i>	228	
<i>Not a US Citizen</i>	375	
Total Foreign Born	603	7%

Issues:

- Language
- Fear
- Unaware of Constitutional Requirement

Internet Concerns

2020 marks the first-time internet and phone options are available for self-reporting.

Issues:

- Familiarity
- Accessibility
- System Security
- Trust with information

Recruiting

CLACKAMAS COUNTY OREGON



EARN ADDITIONAL INCOME & HELP YOUR COMMUNITY

United States Census 2020 **APPLY ONLINE!** 2020census.gov/jobs The U.S. Census Bureau is an equal opportunity employer.

2020 Census Supervisory & Non-Supervisory Positions Available in Clackamas County, OR

Enumerators \$18.00/hr. – paid training at \$16.00/hr.
Census Field Supervisors - \$20.00/hr. – paid training at \$18.00/hr.
Earn extra income while helping your community.
The U.S. Census Bureau is recruiting thousands of people across the country to assist with the 2020 Census count.

Job Details
We are hiring for a variety of temporary jobs, including census takers, and supervisory staff. To be eligible, you must be at least 18 years old, have a valid Social Security number, and be a U.S. citizen.

How to Apply
Candidates must complete an online job application. The application includes assessment questions about your education, work, and other experience. www.2020census.gov/jobs

Additional advantages
One (1) application covers all our positions, saving you time and effort to find the perfect fit.
If you can work a smart phone, you can do this job.
Hiring this winter and again in the summer of 2019
Working with the 2020 Census is a flexible job that you can fit in with your existing commitments.
It's a perfect way to supplement your income while making history!
Qualifying is easy, no special education or experience required. No resume!
Application process takes about 20 minutes to complete.

Apply Today!
2020census.gov/jobs
Federal Relay Service: (800) 877-8339 TTY / ASCII
www.gsa.gov/fedrelay

Other Issues Facing Oregon

- ✓ Post Office Boxes
- ✓ Unaware of Requirement to Respond
- ✓ Fear of Government
- ✓ The Cost of Non-Response
- ✓ Recruiting of Enumerators/Census Takers

Census Resource Centers

A partnership between Oregon Libraries and the U.S. Census Bureau

- Location: Local libraries throughout Oregon
- Purpose: To assist local residents by providing information, assistance and a way to self-respond
- Goal: A CRC in every library throughout Oregon

Thank you.



Minutes of the Molalla City Council Regular Meeting

Molalla Adult Community Center
315 Kennel Ave., Molalla, OR 97038
October 9, 2019

1. CALL TO ORDER AND FLAG SALUTE

The Molalla City Council Regular Meeting of October 9, 2019 was called to order by Mayor Keith Swigart at 7:00pm.

2. ROLL CALL

COUNCIL ATTENDANCE:

Mayor Keith Swigart – Present
Councilor Elizabeth Klein – Present
Councilor Leota Childress – Present
Councilor DeLise Palumbo – Present
Councilor Terry Shankle – Present
Councilor Jody Newland – Present
Vacant Seat
Student Liaison Natalee Litchfield - Absent

STAFF ATTENDANCE

Dan Huff, City Manager - Present
Christie DeSantis, City Recorder - Present
Gerald Fisher, Public Works Director - Absent
Chaunee Seifried, Finance Director - Absent
Alice Cannon, Planning Director - Absent
Diana Hadley, Library Director - Present

3. PRESENTATIONS, PROCLAMATIONS, CEREMONIES

None.

4. PUBLIC COMMENT

Peggy Smith of 222 Section Street, expressed her concern about the need of a four-way stop at the corner of Section Street and Hart Avenue. Ms. Smith stated that log trucks and other vehicles are running the stop signs on Section Street and she is concerned that someone could get seriously injured. Ms. Smith requested that the City and the Police Department visit the area, and complete a preliminary traffic study.

5. APPROVAL OF THE AGENDA

*A motion was made by Councilor Newland to approve the agenda, seconded by Councilor Childress.
Vote passed 6-0.*

6. CONSENT AGENDA

A. Meeting Minutes – September 11, 2019

*A motion was made by Councilor Childress to approve the Consent Agenda, seconded by Councilor Newland.
Vote passed 6-0.*

7. PUBLIC HEARINGS

None.

8. GENERAL BUSINESS

A. Art Commission Ordinance Discussion (Huff)

City Manager, Dan Huff presented Council with three versions of existing Arts Commission language, proposed Arts Committee language and Community Program Committee language. Mr. Huff explained the process for each item, and Council followed with discussion of options.

Dave Jackson, Dave Jackson Photography, former Arts Commissioner. Mr. Jackson applauded the Council and Staff for the great conversation and encouraged them to move forward in making a decision regarding an Arts Committee Program.

Ken Feters, The Main Shop, expressed his support to City Staff and Council. Mr. Feters appreciates the work that he has done with City Staff and finds staff to be very helpful and accomodating. He encouraged Council and Staff to make a decision, so that area artists can move forward with a program.

Jude Strader, Artist, submitted an email to Mr. Huff for Council consideration. (Exhibit A)

Council generally supported the idea of a Community Program Committee.

Conversation continued regarding the resident to non-resident requirements of the Arts Committee, as well as the Committee policies and procedures. Council requested a few language changes and asked that the new version be brought to Council at an upcoming meeting.

Linda Brewster Rodgers, Author/Illustrator/Designer, Mulino suggested that the Council consider creating a Directory of Artist in the area, so that others could contact them for services.

B. Clackamas County Library District Task Force (Hadley)

Library Director, Diana Hadley shared that the Board of County Commissioners has given direction to convene a Library District Task Force. The Task Force will focus on three areas, to be addressed by a subcommitte. They are Library Serives, Library Funding, and Library District Governance.

Director Hadley requested that Council appoint her and City Manager, Dan Huff to the Task Force Committee.

A motion was made by Councilor Palumbo to appoint Ms. Hadley and Mr. Huff to the Task Force Committee, seconded by Councilor Shankle. Vote passed 6-0.

9. REPORTS

A. City Manager and Staff

Library Director Hadley shared that Oregon Business Magazine 2019 has a great article for Libraries in Communities for anyone interested. It covered the importance of keeping Libraries open to the public. Mayor Swigart thanked her for her hard work and dedication in providing an excellent Library program to the City of Molalla.

Ms. Hadley also informed the public that the Library is hosting a Pumpkin Slime event, and all are welcome to attend.

City Recorder DeSantis spoke with Council about the balance of the calendar year and asked for direction regarding upcoming holidays. It was decided by Council to cancel meetings on the fourth Wednesday's of the months of November and December.

City Manager Huff told Council that ODOT had sent an email to Public Works Director, Gerald Fisher regarding the installation of 35mph signs on OR213, coming from the south approaching City limits. (Exhibit B)

Mr. Huff shared with Council that the director from Pudding River Watershed Council contacted him recently. The Watershed Council would like to know if there is a resident, staff or council member from Molalla that would be willing to participate in their meetings. Pudding River Watershed Council would like this to be an appointed position by Council.

Mr. Huff stated that it would be a conflict for Council and most City staff, as these meetings coincide with Molalla City Council.

Mike Simmons, resident of Molalla, stated that the Molalla River flows into the Pudding River, not the Willamette. (Mr. Simmons spoke from the audience and it was difficult to decipher all of his statement.) There was discussion between Mr. Simmons, Mayor Swigart, and Mr. Huff about how the river flows. It was determined to view a map at a later time.

B. Mayor

Mayor Swigart reported that he may have an interested party for the open Council seat.

C. City Councilors

Councilor Klein commented about the importance of having all open Commission and Council vacancies in the same place. City Recorder DeSantis stated that she would place the information on the City's website.

Councilor Klein gave an update regarding the ODOT presentation regarding OR211 Bike and Pedestrian Improvements that took place on October 2, 2019 at the Molalla Public Library. She was pleased with the turnout and hopes that people will continue to be involved.

Councilor Childress thanked City Staff for office space, administrative assistance, and overall support for their involvement of Celebrate Molalla. She also stated that the City is hosting Chamber Breakfast on Thursday, November 14, 2019.

Councilor Childress informed everyone of the Pianos in the Park program that is coming to Molalla. She felt that having the pianos fills part of our Visioning Statement, with regard to Art and Culture being available to our community.

Councilor Palumbo – Nothing to report.

Councilor Newland thanked the community as a whole for attending Celebrate Molalla. She also thanked the vendors, as well as anyone that stopped at the City booth for great conversations.

Councilor Newland encouraged drivers to review their Driver's Manual for a few reminders on the Rules of the Road. She is concerned that many drivers are in too much of a hurry, along with being extremely distracted. Councilor Newland expressed her concern for the safety of all involved.

She also shared that the final installation of the Art Heritage Walk was placed at Clark Park last week, and encouraged citizens to go check it out. The final installation of this series is the Basket Start.

Councilor Shankle reminded the community that Downtown Trick-or-Treating will be held on October 31, 2019. She requested that people slow down and watch out for little ones darting about.

10. ADJOURN

Motion was made to adjourn the meeting at 8:38pm by Councilor Newland, seconded by Councilor Palumbo. Vote passed 6-0.

Keith Swigart, Mayor

Date

ATTEST: _____
Christie DeSantis, City Recorder

Christie DeSantis

From: Dan Huff
Sent: Wednesday, October 9, 2019 7:56 AM
To: Christie DeSantis
Subject: FW: City Council meeting...re: arts group

Please make copies for Council for tonight's discussion.

Dan Huff
City Manager
City of Molalla, Oregon
(503)829-6855

PUBLIC RECORDS LAW DISCLOSURE

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-----Original Message-----

From: Jude Strader <jude@molalla.net>
Sent: Tuesday, October 8, 2019 5:28 PM
To: Elizabeth Klein <eklein@cityofmolalla.com>; Leota Childress <lchildress@cityofmolalla.com>; Molalla Mayor Keith Swigart <ksigart@cityofmolalla.com>
Cc: Dan Huff <dhuff@cityofmolalla.com>
Subject: City Council meeting...re: arts group

Hello everyone,

Not sure if I'll be able to attend tomorrow night's meeting so here's my 2 cents worth (maybe even 1 cent).

An earlier message was sent to DeLise.

Cheers,
Jude

Subject: Arts Commission

After considering various options, I'm leaning towards putting a "commission" structure on hold for now. Yes, agree to one eventually but for now prefer the flexibility of a "group of volunteers" that can investigate and experiment with assorted "ideas", and "people", until we can find what's best for Molalla.

My past experience with a commission is that it can sometimes be too confining. What we're talking about now are many interesting and creative projects that can be tried to see what works and what doesn't.

And even more important to me is the ability to get many more people involved...without them having to make a major long-term commitment. Then can see who seems to have " staying power". After taking more time, I would feel much more comfortable going back for another look at a commission.

Jude Kappler Strader
503.799.3071 Cell/Text
503.829.9280 Home/Office
jude@molalla.net

EXHIBIT A
2/2

This email has been checked for viruses by Avast antivirus software.
<https://www.avast.com/antivirus>

Christie DeSantis

From: Gerald Fisher
Sent: Wednesday, October 9, 2019 3:29 PM
To: Dan Huff
Cc: Frank Schoenfeld; Chris Long; Christie DeSantis
Subject: Oct 9 City Council meeting - OR 213 speed update

Dan,

For City Council tonight. 35 MPH speed signs on OR 213 south of OR 211 are in place. 35 MPH speed signs on OR 213 north of OR 211 work order issued and will be installed soon. Additional signage going in around rapid flashing beacon on OR 211 also.

Regards,

Gerald Fisher, P.E. | Public Works Director

City of Molalla

117 N Molalla Ave. | PO Box 248 | Molalla, OR 97038

Office: [503.829.6855](tel:503.829.6855) | Direct: [503.759.0218](tel:503.759.0218)

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City of Molalla

City Council Meeting



Agenda Category:

Subject: Intergovernmental Agreement – Toliver Road/OR 213 Intersection

Recommendation: Authorization to City Manager for signature

Date of Meeting to be Presented: October 23, 2019

Fiscal Impact: \$2,247,990

Background:

Attached to this memo is the official Intergovernmental Agreement (IGA) between the City of Molalla and the Oregon Department of Transportation (ODOT) to construct intersection improvements at the intersection of Toliver Road and OR 213. We did not have the agreement available during your September 11, 2019 discussion, but today the agreement has been vetted by your city attorney as well as the Department of Justice.

This agreement provides a mechanism for much needed improvements to an intersection that is heavily used by Molalla residents going to and from their place of employment. The overall budget for the project is estimated at \$8,894,391 with a City of Molalla contribution of \$2,247,990.

As stated previously, Staff proposes that we borrow funding for our contribution and create an Advance Financing District in order to capture future development contributions to this intersection improvements. We have submitted a non-binding application to obtain the required funding. ODOT Staff will be present at the meeting to participate in the discussion. Staff recommends that Council authorize Staff to officially obtain an ODOT loan and sign the IGA when funding is approved.

SUBMITTED BY: Dan Huff, City Manager

APPROVED BY: Dan Huff, City Manager

INTERGOVERNMENTAL AGREEMENT
Funding Contribution: OR 213 at MP 15.71 (Toliver Rd)

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as “ODOT” or “State,” and the CITY OF MOLALLA, acting by and through its elected officials, hereinafter referred to as “Agency,” both herein referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

1. Cascade Highway, OR 213, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). Toliver Road is a part of the city street under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
3. Agency adopted a new Transportation System Plan and a comprehensive plan amendment with a condition of approval regarding the Intersection. Agency received an application from a developer to develop a large parcel of land near the Intersection, and as a condition of the zone change and comprehensive plan amendment becoming effective, Agency was required to establish and adopt a funding mechanism for improvements at the intersection of OR 213 and Toliver Road (the “Intersection”).
4. State conducted a Road Safety Audit (RSA) of the Intersection to outline existing intersection issues and provide suggestions for improvement, ranging from low-cost to high-cost solutions. State subsequently conducted an Intersection Control Evaluation (ICE) to consider multiple context-sensitive control strategies for the modified intersection. The ICE indicated that a roundabout could provide adequate capacity and minimize delay under 2040 traffic conditions, accommodate freight movements, and accommodate bicycle and pedestrian users with significant safety benefits as compared to other alternatives. As a result of the RSA and the ICE, State recommended constructing a roundabout at the Intersection to achieve safe and efficient operations of the highway.
5. As such, State and Agency desire State to construct a roundabout at the Intersection and Agency desires to contribute funds to facilitate that construction. The purpose of this Agreement is to set forth each Party’s respective funding responsibility.

NOW, THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. State and Agency agree to jointly fund State's design and construction of a roundabout at the intersection of OR 213 and Toliver Road in the City of Molalla, hereinafter referred to as the "Project."
2. The Project will be financed at an estimated cost of \$8,976,249. State will contribute \$6,728,259 in federal and state funds. Agency will contribute \$2,247,990. The estimate of the total cost of the Project is subject to change. Agency is responsible for all Project costs beyond the estimate.
3. Upon completion of the Project, State shall send to Agency a bill for the amount of all Project costs beyond the estimate.
4. Agency shall pay to State \$2,247,990 within thirty (30) days of receipt of written request from State. State shall not request payment from Agency until the later of (a) the Project being entered into the 2021-2024 Statewide Transportation Improvement Program (STIP) and (b) June 1, 2020. If the total cost of the Project is less than the estimated \$8,976,249, State shall refund Agency's proportional share of the unspent Project funds upon completion of Project.
5. Agency certifies that sufficient funds will be available and authorized for expenditure to pay State the full amount required under this Agreement.
6. Agency, by execution of Agreement, gives its consent as required by ORS 373.030(2) and ORS 105.760 to any and all changes of grade within the Agency limits.
7. Agency hereby grants authority to State to enter upon Agency right of way to complete the Project.
8. The term of this Agreement begins on the date all required signatures are obtained and terminates upon completion of the Project.
9. This Agreement is contingent upon an amendment to the STIP to add the Project and a subsequent approval by the Oregon Transportation Commission and the Federal Highway Administration. If the required STIP amendment does not occur by October 31, 2020, this Agreement shall be considered null and void.
10. This Agreement may be terminated by mutual written consent of both Parties.
11. Either Party may terminate this Agreement, effective upon delivery of written notice to the other Party or at such later date as may be established by terminating Party, under any of the following conditions:
 - a. Agency fails to provide payment to State as called for by this Agreement within the time specified herein or any extension thereof;

- b. Either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
 - c. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project contemplated under this Agreement is prohibited or a Party is prohibited from paying for such work from the planned funding source.
12. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
13. If either Party terminates this Agreement pursuant to Paragraph 11 of this Agreement without the Project having been completed, State shall repay to Agency any Agency funds State has received, provided that State need not repay Agency, Agency's proportional share of any Project funds that State spent on reasonable and necessary expenses in support of State's attempts to complete the Project. If this Agreement is terminated by mutual consent of the Parties, State shall repay to Agency, Agency's proportional share of unspent Project funds.
14. Americans with Disabilities Act Compliance:
- a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
 - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form; and
 - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- b. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - c. Maintenance obligations in this section shall survive termination of this Agreement.
15. The Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement. Without limiting the generality of the foregoing, the Parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
16. All employers, including State and Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included.
17. State shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
18. The Parties acknowledge and agree that the other Party and their duly authorized representatives, (for the State, this includes but is not limited to the Oregon Secretary of State's Office), as well as the federal government, shall have access to the books,

documents, papers, and records of each Party, which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years completion of Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.

19. Each Party certifies and represents that the individuals signing this Agreement have been authorized to enter into and execute this Agreement on behalf of that Party and have done so under the direction or approval of its governing body, commission, board, officers, members or representatives, as required, to legally bind the Party.
20. Agency's contact for this Agreement is Gerald Fisher, Public Works Director, PO Box 248, Molalla, OR 97038, 503.829.6855, gfisher@cityofmolalla.com, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.
21. State's contact for this Agreement is Mandy Putney, Policy and Development Manager, 123 NW Flanders Street, Portland, OR 97209, 503.731.8356, mandy.putney@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
22. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
23. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon

law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

24. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
25. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
26. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
27. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

SIGNATURE PAGE TO FOLLOW

Agency/State
Agreement No. 33857

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF MOLALLA, by and through its
elected officials

By _____

Date _____

APPROVED AS TO FORM

By _____

Date _____

Agency Contact:

Gerald Fisher, Public Works Director
P.O. Box 248
Molalla, OR 97038
503.829.6855
gfisher@cityofmolalla.com

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Manager

Date _____

By _____
Region 1 Policy and Development Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Janet Borth via email dated 10/14/19

State Contact:

Mandy Putney, Policy and Development
Manager
123 NW Flanders Street
Portland, OR 97209
503.731.8356
mandy.putney@odot.state.or.us

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City of Molalla City Council Meeting



Agenda Category: General Business

Subject: Food Cart Ordinance: Community and Restaurant Survey Results

Action: Review a summary report on recent online survey results

Date of Meeting to be Presented: October 23, 2019

Fiscal Impact: None

Background:

In May 2019, City Council expressed interest in having staff research options for specific regulations, allowing food trucks/carts on private property in Molalla. Beginning in late September and concluding in mid-October, City staff completed two online surveys to learn community sentiment associated with allowing more food carts in Molalla.

One survey was open to the broader Molalla community, while the second survey solicited feedback only from Molalla restaurant owners and managers.

SUBMITTED BY: Alice Cannon, Planning Director
APPROVED BY: Dan Huff, City Manager

City of Molalla City Council Meeting



Agenda Category: Ordinances, Resolutions and Proclamations

Subject: Industrial Hemp: Potential Regulations for New Processors

Recommendation: Discussion only

Date of Meeting to be Presented: October 23, 2019

Fiscal Impact: None

Background:

City staff have received several complaints from residents and businesses about odor and noise associated with an industrial hemp manufacturing facility located on Industrial Way. This new company is licensed by the Oregon State Department of Agriculture and obtained a City business license in June 2019. Staff is continuing to investigate these complaints and is urging the company to voluntarily install odor and noise filters at its facility.

In the interim, staff wants to ensure that future companies address these issues with the City prior to opening their facilities in the City of Molalla. Potential standards could include:

- 1) A requirement that all material-loading and processing be conducted in an enclosed building.
- 2) A requirement that all industrial hemp businesses use an engineered air filtration and ventilation system, designed by a licensed Oregon mechanical engineer.

SUBMITTED BY: Christie DeSantis, City Recorder

APPROVED BY: Dan Huff, City Manager