

CITY OF KEIZER MISSION STATEMENT
**KEEP CITY GOVERNMENT COSTS AND SERVICES TO A MINIMUM BY PROVIDING CITY
SERVICES TO THE COMMUNITY IN A COORDINATED, EFFICIENT AND LEAST COST FASHION**

A G E N D A
KEIZER CITY COUNCIL
EXECUTIVE SESSION

Monday, August 17, 2009

5:45 p.m.

**Keizer Civic Center
Keizer, Oregon 97303**

1. CALL TO ORDER

2. ROLL CALL

3. DISCUSSION

- a. Pursuant to ORS 192.660(2)(i) – To review and evaluate the employment related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.*

4. ADJOURN

The Oregon Public Meeting Law authorizes governing bodies to meet in executive session in certain limited situations. An executive session is defined as any meeting or part of a meeting of a governing body which is closed to certain persons for deliberations on certain matters as defined by ORS 192.660. These sessions are closed to the public. The media may attend the session, unless the Oregon State Statutes specifically prohibits media attendance. The governing body is not allowed to take any final action or make any final decisions during the executive sessions. Any final action or decision must be made after returning or at the next regularly scheduled meeting.

CITY OF KEIZER MISSION STATEMENT
***KEEP CITY GOVERNMENT COSTS AND SERVICES TO A MINIMUM BY PROVIDING
CITY SERVICES TO THE COMMUNITY IN A COORDINATED, EFFICIENT, AND LEAST
COST FASHION***

AGENDA

KEIZER CITY COUNCIL
REGULAR SESSION

**Monday, August 17, 2009
7:00 p.m.**

**Robert L. Simon Council Chambers
Keizer, Oregon**

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PUBLIC TESTIMONY

*This time is provided for citizens to address the Council on any matters
other than those on the agenda scheduled for public hearing.*

5. PUBLIC HEARINGS

- a. RESOLUTION – Certification of Street Lighting Districts**

6. ADMINISTRATIVE ACTION

7. CONSENT CALENDAR

- a. RESOLUTION – Certification of Delinquent Sewer Accounts**
- b. RESOLUTION – Authorizing the City Manager to Enter Agreement
through Auto Leasing Specialties, LLC for Police Motorcycles**
- c. Change of Ownership – 7-11 Liquor License (4380 River Road N)**

8. COMMITTEE REPORTS

9. OTHER BUSINESS

This time is provided to allow the Mayor, City Council members, or staff an opportunity to bring new or old matters before the Council that are not on tonight's agenda.

a. New Business or Old Business Issues

10. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications.

11. AGENDA INPUT

September 8, 2009 (Tuesday)
7:00 p.m. City Council Meeting

September 14, 2009
5:45 p.m. – City Council Work Session

- City of Keizer Parks Tour

September 21, 2009
7:00 p.m. City Council Meeting

12. ADJOURNMENT



CITY COUNCIL MEETING: August 17, 2009

AGENDA ITEM NUMBER:

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: SUSAN GAHLSDORF, CPA
FINANCE DIRECTOR**

**SUBJECT: RESOLUTION - CERTIFICATION OF STREET LIGHTING DISTRICT (SLD)
ASSESSMENTS**

BACKGROUND & ISSUE:

Each year the City requests an extension from the Marion County Assessor on its Street Lighting District assessments. The calculation of this assessment is delayed each year because June electricity bills are not received and paid until July. Once the June bill arrives staff calculates the assessment per tax lot. The assessment, by district, is shown on the attached exhibit "A". The Marion County Assessor's office has granted the City an extension in filing these assessments. These assessments must be turned over to the County Assessor for collection by August 31, 2009, in order to be assessed on the November 2009 tax rolls.

FISCAL IMPACT:

Staff has calculated \$469,705.34 as the assessment for the November 2009 tax rolls.

RECOMMENDATION:

Staff recommends council open the public hearing on the Street Lighting District Assessments for Fiscal Year 2009-10. After testimony, staff recommends council close the public hearing and deliberates this issue. After which, staff recommends the council adopt the attached resolution, certifying the Street Lighting District Assessments, by tax account, to the Marion County Assessor for collection, if it so chooses.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2009-_____

CERTIFICATION OF LIGHTING DISTRICT ASSESSMENTS

BE IT RESOLVED by the City Council of the City of Keizer that Keizer has determined and computed the amount of money necessary to be raised by assessment to cover funds spent to operate and maintain certain street lighting facilities within Keizer, including administrative costs for a total of \$ 469,705.34 ; and

BE IT FURTHER RESOLVED that Keizer certifies Exhibit "A" attached hereto, is a true and correct list of the properties within the various lighting assessment district in Keizer giving the proper assessment and apportionment of costs and expenses to be assessed against the respective properties for operation and maintenance of street lighting facilities for the year; and

BE IT FURTHER RESOLVED that Exhibit "A" attached hereto, is certified to the County Assessor to be added to the appropriate tax accounts for the respective properties indicated.

PASSED this _____ day of _____, 2008.

SIGNED this _____ day of _____, 2008.

Mayor_____

City Recorder_____

CITY OF KEIZER
"EXHIBIT A"
CERTIFICATION OF
LIGHTING DISTRICT ACCOUNTS
ASSESSMENT YEAR 2009-2010

DISTRICT		TOTAL PER	PER LOT OR FRONT
#	NAME	DISTRICT	FOOTAGE
008	MARDELL	\$ 7,162.92	\$ 35.46
012	WILARK PARK ST LTG	12,682.50	66.75
014	MAI LIN	12,446.80	42.92
015	APPLEBLOSSOM	3,867.60	43.95
017	RIVERCREST	14,689.56	45.06
018	IVY WAY	4,776.66	40.14
019	ARNOLD WAY	1,108.80	27.72
022	NORTHVIEW	4,585.52	53.32
023	MCNARY HGHTS	5,907.44	67.13
024	CEDAR PARK ST LGHT	1,307.77	68.83
025	MENLO	1,373.22	50.86
026	SHADY LANE	3,347.25	0.6262 FRONT FOOT
028	NORTHWOOD PARK #1	3,676.96	75.04
034	GREENWOOD	1,847.23	0.4880 FRONT FOOT
041	WILARK PARK #6	913.86	50.77
042	WILARK PARK ANN #7	896.32	56.02
043	NORTHWOOD PARK #2	2,872.83	66.81
044	MAI-LIN DISTRICT #2	934.56	42.48
045	MCLEOD PARK	1,827.36	50.76
046	LANCER PARK	2,079.36	57.76
047	HILLIGOSS	696.22	49.73
048	CARLHAVEN ADDITION	863.24	30.83
049	WINDSOR ESTATES	1,449.46	63.02
050	WHITAKER PARK	4,798.56	61.52
079	ANDREW PARK	941.10	62.74
080	GLYNBROOK	2,650.65	64.65
081	LAWNDALE SUB	2,332.74	68.61
082	NORTHWOOD PARK #4	7,888.02	80.49
083	PALMA CIEA #5	1,025.86	46.63
084	WILARK PARK ANN #5	1,165.68	64.76
086	HICKS JONES	9,128.66	0.4903 FRONT FOOT
087	CARLHAVEN ADD #2	987.00	35.25
094	WILL MANOR 4	1,451.53	63.11
095	WHEATLAND LN	477.33	68.19
096	NORTHTREE ESTATES	7,743.00	77.43
097	CHEMAWA PARK	1,613.52	89.64
108	MCLEOD PARK #2	1,748.52	64.76
120	CHEMAWA EST #1	2,026.80	67.56
122	SIX SUBDIVISION	819.49	35.63
126	MCLEOD ESTATES	4,428.16	59.84
128	CHEHALIS SUB	638.72	39.92

CITY OF KEIZER
"EXHIBIT A"
CERTIFICATION OF
LIGHTING DISTRICT ACCOUNTS
ASSESSMENT YEAR 2009-2010

DISTRICT		TOTAL PER	PER LOT OR FRONT
#	NAME	DISTRICT	FOOTAGE
129	DENNIS LANE N*	2,140.54	49.78
130	CRESTWOOD VILLAGE	609.12	50.76
131	CHEMAWA EST #2	2,314.04	68.06
132	CHARLOTTE	1,852.20	41.16
141	PALMA CIEA	20,321.74	45.26
142	RIVERVIEW N	1,209.88	41.72
143	MEADOWBROOK	502.65	55.85
144	JUNIPER	940.00	47.00
146	TERRACE GLEN	972.16	60.76
147	WEDGEWOOD ESTATE	1,238.08	38.69
148	JULIE ESTATES	1,687.20	84.36
150	KEPHART	2,123.20	53.08
159	JOHNISEE ADDN	488.67	37.59
161	WALENWOOD SUB	266.22	29.58
162	WARNER PARK	275.00	27.50
163	SPRINGTIME PK SUB	887.55	59.17
164	STONEHEDGE ESTATE	6,765.00	67.65
165	RIVERVIEW N #2	1,218.28	43.51
181	TIMBERVIEW SUB	7,543.04	53.12
182	VISTAVIEW ESTATE #2	2,784.60	46.41
183	NORTHRIDGE PARK	1,272.96	39.78
184	JUNIPER #2 SUBDIV	1,372.77	65.37
185	KEIZER HEIGHTS*	4,071.68	63.62
191	CLARK ST NE	863.24	30.83
192	FRIENDSHIP ADDITION	490.44	40.87
193	TEN AT MCNARY	1,104.60	78.90
194	BUCHOLZ ADDITION	695.52	33.12
195	PARKLAWN ADDITION	393.72	65.62
205	GLYNBROOK II N	3,401.30	79.10
206	FOUR WINDS ADDN N	5,857.26	47.62
207	FERNBROOK	1,737.45	44.55
208	EDEN ESTATES	3,159.66	75.23
209	COUNTRY CLUB EST	1,631.00	58.25
212	LAWNDALE I SUB PH-2	2,600.91	66.69
213	STONEHEDGE EST II	4,811.34	54.06
215	GARY ST	1,266.51	34.23
216	ARNOLD ST #2	960.25	41.75
217	FOUR WINDS III	579.00	28.95
218	GREENWAY	872.64	48.48
219	NOON AVE	1,352.64	42.27
220	STONEHEDGE EST III	1,792.32	56.01

CITY OF KEIZER
"EXHIBIT A"
CERTIFICATION OF
LIGHTING DISTRICT ACCOUNTS
ASSESSMENT YEAR 2009-2010

DISTRICT		TOTAL PER	PER LOT OR FRONT
#	NAME	DISTRICT	FOOTAGE
221	STONEHEDGE EST 4&5	2,032.96	63.53
227	WILLOW LAKE EST	2,653.64	60.31
228	THE MEADOWS PH-1	4,453.12	79.52
231	FOURWINDS II	676.32	42.27
232	WHITAKER HGTS	2,135.54	62.81
234	THE MEADOWS PH-3	2,783.20	79.52
235	THE MEADOWS PH-2	2,942.24	79.52
236	THE MEADOWS PH-4	3,101.28	79.52
237	ORCHARD CREST	2,789.39	52.63
238	STONEHEDGE EST #6	2,035.46	65.66
239	SPRINGMEADOW EST	4,364.93	4,364.93
241	WILLOW LAKE 2&3	5,376.96	56.01
246	CHERRYLAWN CT NE	535.36	66.92
247	ORCHARD CREST PH-3	2,088.45	59.67
248	MAX CT	715.40	71.54
249	THE MEADOWS PH-5	3,339.84	79.52
250	ORCHARD CREST PH-2	2,642.05	49.85
251	RIVERCREST PH-1&2	2,351.36	53.44
253	THE MEADOWS PH-6	2,465.12	79.52
254	THE MEADOWS PH-7	2,544.64	79.52
255	TIMBERVIEW PH-3	2,261.28	80.76
256	APPLETREE PH-1,2,3	3,922.20	87.16
257	BRIARWOOD	3,102.65	3,102.65
258	HIDDEN CRK EST PH-1	4,356.38	117.74
259	CATERWOOD ESTATES	3,218.61	63.11
260	PARKMEADOW APTS	1,268.99	1,268.99
261	NORTHTRUP/NORTHSHIRE	703.20	58.60
262	COUNTRY GLEN EST	12,709.50	68.70
263	FIRCON	2,233.87	77.03
264	HIDDEN CRK EST PH-2	1,148.16	71.76
265	CLEARLAKE SUBDIV	3,705.38	75.62
266	SPRINGRIDGE EST	2,469.44	77.17
267	THE RIDGE	1,704.78	77.49
268	NORTHSIDE ESTATES	2,950.23	68.61
269	HOMESTEAD/CLEARVIEW	445.10	44.51
270	HONEYSUCKLE	1,648.75	65.95
272	LARSON PARK SUBDIV	609.12	50.76
273	BAILEY ESTATES	591.60	59.16
274	STICKLES ADDITION	330.75	36.75
275	CEDAR BLUFF SUBDIV	2,252.61	83.43
276	ABT KOUFAX LN	1,956.90	88.95

CITY OF KEIZER
"EXHIBIT A"
CERTIFICATION OF
LIGHTING DISTRICT ACCOUNTS
ASSESSMENT YEAR 2009-2010

DISTRICT		TOTAL PER	PER LOT OR FRONT
#	NAME	DISTRICT	FOOTAGE
277	HIDDEN CREEK PH-3	1,045.11	31.67
278	HOLLY LN/ALDER DR NE	436.32	48.48
282	3RD AVE N	2,286.27	40.11
283	HIDDEN CREEK PH-4	1,391.40	92.76
284	JACOB ESTATES SUB	1,095.70	109.57
285	PRAIRIE EST	9,635.73	103.61
286	TECUMSEH ESTATES	1,443.96	68.76
287	TEPPER E SUB	2,580.76	92.17
288	WESTMORE	1,461.36	60.89
292	PINEHURST ESTATES	4,403.25	77.25
293	LEEWOOD MEADOWS	3,263.76	60.44
294	BROWER PLACE	2,502.63	80.73
295	HIGHLANDS ESTATES	4,306.20	71.77
296	JACOB ESTATES PH2	1,417.68	78.76
297	BAHNSEN WOODS EST	4,494.00	74.90
298	FOREST RIDGE EST	3,758.15	68.33
299	WHEATLAND TERRACE	922.20	61.48
300	WATERFORD	3,705.38	75.62
306	ROCKLEDGE ADDITION	896.32	56.02
307	WITTENBERG	1,899.62	1,899.62
308	JORDON RUN*	811.36	73.76
309	PRAIRIE CLOVER*	620.68	155.17
310	VINEYARDS*diff lot 90	5,793.30	64.37
311	HIGHLANDS NORTH	530.40	33.15
312	CHEMAWA GLEN	2,479.50	65.25
315	SPARROW ADDITION	655.68	81.96
316	VINEYARDS NO. PHASE 2	3,416.49	66.99
317	HIDDEN CREEK PHASE 5	879.60	87.96
318	BARNICK ESTATES	1,319.76	109.98
319	MCLEOD ACRES	683.00	68.30
321	BEIER ESTATES	1,543.50	85.75
322	WESTMORE EAST SUBDIV N.	514.98	28.61
323	SHADY ADDITION N.-RING ST. N.E.	872.64	48.48
332	CLEARLAKE HEIGHTS	812.40	67.70
333	PINE MEADOWS ESTATE	716.66	51.19
334	AT MURPHY SUBDIVISION-PHASE 1 & 2	1,398.00	58.25
336	FULTZ ESTATES	975.15	65.01
338	RICKMAN CROSSING	681.70	68.17
339	CEDAR TREE	888.36	80.76
340	WINDSOR WOODS SUBDV	3,157.00	71.75
344	APPLE TREE ANNEX/PEIRCE DRIVE	1,899.00	52.75

CITY OF KEIZER
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LIGHTING DISTRICT ACCOUNTS
ASSESSMENT YEAR 2009-2010

DISTRICT		TOTAL PER	PER LOT OR FRONT
#	NAME	DISTRICT	FOOTAGE
345	FULTZ ESTATES PH 2	466.00	58.25
346	PLEASANT VIEW NE	1,770.00	44.25
350	HUNTER ADDITION II/BARNICK RD INFILL PROJ	365.50	36.55
351	HUNTER ADDITION I	439.80	87.96
352	LENT ESTATES STLT DIST. KUD	791.64	29.32
353	TREBBER ESTATES	1,319.25	87.95
354	WINDSOR WOODS SUBDV PH2	2,362.01	57.61
355	EVERWOOD MEADOWS	946.65	63.11
356	MEGAN LEE PROP.	264.80	52.96
358	CLEARLAKE MEADOWS STLT DIST	229.00	45.80
359	CLAGGET GROVE DIST.	330.48	55.08
360	SELENA ESTATES DIST.	796.79	46.87
361	CANDLEWOOD IND PARK NE	262.43	37.49
363	BRIAN MDWS ST LT DIST.-KUD	655.38	29.79
365	JACOBE ESTATES PH3	255.28	31.91
366	MADALYN TERRACE	403.20	28.80
367	GRISWOLD AVE NE	383.82	127.94
368	HALEY ESTATES	707.94	39.33
369	KEIZER STATION LIGHTING-AREA A	15,869.86	204.12
370	WHEATLAND MEADOWS ESTATE	1,165.84	30.68
372	SARAH JEAN COURT	246.47	35.21
373	BENSON ESTATES SUBDIVISION	439.80	87.96
374	PEYTON-HAYLEY SUBDIVISION	222.45	44.49
375	MCGEE COURT	285.96	47.66
377	CRAFTSMAN RIDGE STREET	1,360.20	90.68
378	TAYLOR RIDGE SUB	1,483.28	185.41
379	TEETS ESTATES STREET	1,433.77	110.29
384	AVOLON MEADOWS	5,265.26	57.86
462	NAOMI'S START	365.60	91.40
TOTAL ASSESSMENT		\$ 469,705.34	

COUNCIL MEETING: August 17, 2009

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCILORS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: SUSAN GAHLSDORF, CPA
FINANCE DIRECTOR**

SUBJECT: DELINQUENT SEWER ASSESSMENTS

ISSUE:

The City of Keizer collects sewer fees from residents and businesses of Keizer. The attached list marked as exhibit "A" represents an itemized list of delinquent accounts from March 4, 2008 through February 27, 2009. Each resident (and property owner, if different) has been notified by certified letter and given a sufficient amount of time to remit payment for their account. ORS 454.225 authorizes the City to certify the delinquent amounts to the County Assessor for the amounts assessed against the premises serviced. The statute also allows the City to collect penalty, interest or costs associated with the delinquencies. A 10% delinquent amount has been added as a penalty and a \$30.00 administration fee has been added to cover the City's costs.

FISCAL IMPACT:

Delinquent assessments total \$1,671.84 for tax year 2009-2010.

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution, which certifies the delinquent sewer accounts to the County Assessor for collection.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2009-_____

CERTIFICATION OF DELINQUENT SEWER ACCOUNTS

WHEREAS, the City of Keizer is responsible for the collection of sewer fees for the City of Salem from the residents of Keizer; NOW THEREFORE,

BE IT RESOLVED that the attached Exhibit "A" is an itemized list of delinquent sewer charges through and including February 27, 2009 that the City has been unable to collect through the usual collection procedures; and

BE IT FURTHER RESOLVED that ten percent (10%) of the delinquent amount has been added as a penalty and that a \$30.00 administration fee has been added to cover the City's costs; and

BE IT FURTHER RESOLVED that the amounts certified on the attached Exhibit "A" shall be added to the appropriate tax accounts as indicated pursuant to ORS 454.225.

PASSED this _____ day of _____, 2009.

SIGNED this _____ day of _____, 2009.

Mayor

City Recorder

**CITY OF KEIZER
EXHIBIT "A"
DELINQUENT SEWER ACCOUNTS**

Tax ID #	First Name	Last Name	Service Address	Total
R20126	PATRICK & TANA	BRYANT	7495 WHEATLAND RD N	\$ 341.76
R20551	MELISSA A	JOSLIN	1817 CHEMAWA RD NE	340.96
R45529	CRAIG H	SHUMAKER	5140 VERDA LN NE	135.48
R25374	RUBEN	LIMAS	4935 DELIGHT ST N	113.92
R51948	MARGARITO	ESTRADA	4890 GOBERT AV NE	341.76
R24820		POUR PROPERTIES LLC	1990 1/2 CLAXTER RD	341.76
R45743	KEVER & KANDIS	MILLER	1215 JAYS DR NE	56.20

\$ 1,671.84

CITY COUNCIL MEETING: August 17, 2009

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THRU: CHRIS EPPLEY, CITY MANAGER

FROM: H. MARC ADAMS, CHIEF OF POLICE

SUBJECT: KEIZER POLICE DEPARTMENT VEHICLES LEASE

ISSUE:

The City of Keizer will be leasing two 2009 BMW motorcycles for use by the Traffic Safety Unit. Funds for the new lease were approved in the current budget.

RECOMMENDATION:

It is recommended that Council adopt the attached Resolution allowing the City Manager to enter into the attached lease agreement.

If you have any questions please contact H. Marc Adams, 503.390.3713 – adamshm@keizer.org

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2009- _____

**AUTHORIZING THE CITY MANAGER TO ENTER AGREEMENT THROUGH AUTO
LEASING SPECIALISTS, LLC FOR POLICE MOTORCYCLES**

**WHEREAS, the City of Keizer has begun utilizing a leasing program for
police motorcycles. These vehicles will replace the current Traffic Safety Unit
motorcycles.**

**WHEREAS, the sole vendor for this type of leasing service is Auto Additions
of Salem, Oregon, with the financing provided by Auto Leasing Specialists, LLC;**

**WHEREAS, funding for this lease agreement has been included in the
approved 2009-2010 fiscal year budget and will be included in upcoming fiscal year
budgets until paid in full; NOW, THEREFORE**

**BE IT RESOLVED by the City Council of the City of Keizer that the City
Manager is hereby authorized to execute agreements, which by this reference are
made a part hereof and attached as exhibit A through Auto Leasing Specialists,
LLC.**

PASSED this ____ day of _____ 2009.

SIGNED this ____ day of _____ 2009.

Mayor

City Recorder

AUTO LEASING SPECIALISTS, LLC
(402)-315-3792
Municipal Vehicle Rental Agreement

Number: 1566

Lessee: City of Keizer

Vendor: Auto Additions

Equipment: Two (2) 2009 BMW R1200RT-P Police Motorcycles as more thoroughly described in Exhibit "A" to the agreement.

Accepted by: _____

Printed Name: Chris Eppley

Title: City Manager

Date Accepted: _____

Payment Schedule

Payment #	Date	Payment
1	8/17/2009	\$19,709.25
2	8/17/2010	\$19,709.25
3	8/17/2011	\$19,709.25

ACCEPTANCE CERTIFICATE

- 1. Please sign and take the attached Acceptance Certificate with you when you inspect and pick-up the cars.**
- 2. After the car/s have been inspected, please sign and date.**
- 3. Please fax Auto Leasing Specialists, LLC (1-800-918-5689) a copy of the Acceptance Certificate and mail the original to:**

**Lee Ellzey Family Charitable Trust
P.O. Box 1277
Livingston, TX 77351**

**If you have any questions, please contact Shannon Schomberg at
720-344-3018**

ACCEPTANCE CERTIFICATE

Madam/Sir:

In accordance with the terms of the Municipal Vehicle Rental Agreement No. 1566, dated July 24, 2009, ("Agreement") between Auto Leasing Specialists, LLC ("Owner"), and the undersigned ("Renter"), Renter hereby certifies and represents to, and agrees with, Owner as follows:

1. The Equipment, as such term is defined in the Agreement, is new and has been delivered and installed at the Equipment Location specified in the Agreement and accepted on the date indicated below.
2. Renter has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. No Event of Default, as such term is defined in the Agreement, and no event which, with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date set forth below.
4. Renter represents, covenants and warrants, that if requested by Owner, Renter will deliver and Opinion of Counsel, to the effect that: (i) Renter is fully political subdivision or agency of the State of OR, where the Equipment is located; (ii) the execution, delivery and performance by the Renter of the Agreement have been duly authorized by all necessary action on the part of the Renter; and, (iii) the Agreement constitutes a legal, valid and binding obligation of the Renter enforceable in accordance with its terms.
5. Renter agrees that: (i) it will do, or cause to be done, all things necessary to preserve and keep the Agreement in full force and effect; (ii) it has complied with all bidding requirements, where necessary, and by due notification presented the Agreement for approval and adoption as a valid obligation on its part; and (iii) it has sufficient appropriations, or other funds, available to pay all amounts due hereunder for the current fiscal period.

General Equipment Description: Two (2) 2009 BMW R1200RT-P Police Motorcycles with VIN's:

Renter: City of Keizer
(for) Keizer PD

Signature: _____
(Actual User of Equipment at Equipment location)

Title: _____

Attested by: _____
Chris Eppley

Title: _____
City Manager

ACTUAL EQUIPMENT ACCEPTANCE DATE: _____

INCUMBENCY CERTIFICATE
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1566
AUTO LEASING SPECIALISTS, LLC ("LESSOR")
City of Keizer ("LESSEE")
DATED: July 24, 2009

I, Tracy L. Davis, City Recorder
(Name) (Title: Secretary or Clerk)

for the City of Keizer, hereby certify that:

(Signature of Signer of Lease)

Chris Eppley
(Print Name of Signer of Lease)

City Manager
(Title of Signer of Lease)

of the City of Keizer, has been, is, and, until further notice, continues to be duly authorized to execute any and all documents related to the Municipal Rental Agreement No. 1566, for Equipment described therein and that the signature shown is his or her signature.

LESSEE: City of Keizer

By: _____ Date: _____
Authorized Signature

Printed: Tracy L. Davis Title: City Recorder

**THIS IS A SAMPLE OF THE INFORMATION REQUIRED ON YOUR
PURCHASE ORDER AND IS NOT TO BE USE AS AN ACTUAL DOCUMENT.
PLEASE PUT ON YOUR LETTERHEAD.**

PURCHASE ORDER

DATE: July 24, 2009

PURCHASE ORDER NO. _____

AGENCY ISSUING PURCHASE ORDER:

CUSTOMER
ADDRESS
CITY STATE ZIP
PHONE

TO: Auto Additions
4775 Portland Rd. NE
Salem, OR, 97305
503-393-3910
503-393-7265

SHIP

TO: CUSTOMER
ADDRESS
CITY STATE ZIP
Attn:

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	TOTAL PRICE
2	2	Lease No. 1566 Equipment Description: Two (2) 2009 BMW R1200RT-P Police Motorcycles Serial No.: _____ _____ Vehicle description more thoroughly described in Exhibit "A" to the Agreement.	Lessee shall make <u>3</u> payments consisting of <u>\$19,709.25</u> with 1 advance payment due upon acceptance of equipment, and the balance in <u>2</u> Annual payments in the amount of <u>\$19,709.25</u> each

APPROVING SIGNATURE

(Director of Purchasing)

(Authorized Personnel)

NEED SPECIAL BILLING INSCRUTIONS

Auto Leasing Specialists, LLC
17526 O Street
Omaha, NE 68135
Phone: (402) 315-3792 Fax: (800) 918-5689

TO: Accounts Payable
City of Keizer
930 Chemawa Road NE
Keizer, OR 97307

INVOICE FOR PAYMENT

Date of Invoice: July 24, 2009

Lease Number: 1566

Purchase Order Number:

Equipment Description: Two (2) 2009 BMW R1200RT-P Police Motorcycles as more thoroughly described in Exhibit A to this Agreement.

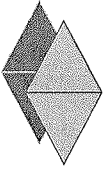
Amount Due: \$20,059.25 (\$19,709.25 First Payment + \$350.00 Documentation Fee)

When Payment is Due: UPON ACCEPTANCE OF EQUIPMENT

Make Check Payable to:

Auto Leasing Specialists LLC
17526 O Street
Omaha, NE 68135

Should you have any questions regarding this invoice, please call us at (402) 315-3792.



Auto Leasing Specialists, LLC

Cell: 719-439-8907
Office: 503-485-0990
Fax: 800-918-3761

Ed Anderson, President
4785 Portland Road NE
Salem, OR 97305

Email: eda2@comcast.net
Email: ed@autoadditions.com
Email: autoleasing@qwest.net

Date: July 24, 2009

Lease Number: 1566

Dear Mr. Eppley:

NOTICE OF ASSIGNMENT

**Re: Rental Lease Agreement dated July 24, 2009 between Auto Leasing Specialists, LLC.
and the City of Keizer.**

Please be advised that Auto Leasing Specialists, LLC. has assigned all of his rights, title and interest in, to and under the above-referenced agreement, the equipment purchased thereunder, and the right to receive payments to **Lee Ellzey Family Charitable Trust**.

All payments due under the Agreement, beginning with the **second** payment, should be made to the Assignee at the following address:

**Lee Ellzey Family Charitable Trust
P.O. Box 1277
Livingston, TX 77351**

Please acknowledge the Assignment and your agreement to make payments due under the Agreement to the Assignee by the signature of a duly authorized officer in the space provided on the bottom of this letter and return it to the address shown above.

Sincerely,

Ed Anderson

ACKNOWLEDGED

Signature: _____

Title: Chris Eppley, City Manager

Date: _____

"EXHIBIT A"

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1566
AUTO LEASING SPECIALISTS, LLC ("LESSOR")
City of Keizer ("LESSEE")**

The parties to the Agreement identified above have agreed to the following additions, deletions and/or modifications. To the extent that the provisions of this Amendment conflict with, modify, or supplement the terms of the Agreement, the provisions contained in this Amendment shall prevail and control. The other terms and provisions of the Agreement shall continue to be affective. This Amendment shall be a part of the Agreement and is hereby incorporated therein.

The description of the Equipment in the Agreement is amended and restated to include the following specifically described equipment for Two (2) 2009 BMW R1200RT-P Police Motorcycles with VIN's: _____

ITEM	DESCRIPTION	QTY
	2009 BMW R1200RT-P	
2009 BMW R1200 R...	2009 BMW R1200 RT-P police motorcycle	1
MISC.	Heated Grips	1
MISC.	TPM Only	1
63 17 0 415 001	Red Optix LED Light	5
63 17 0 415 002	Blue Optix LED Light	5
63 17 0 415 004	White Optix LED Light	2
63 17 0 421 863	Duplex Rear Light Bracket	1
63 17 0 446 861	Rear LED Double-UP Kit	1
63 17 0 446 858	Ext. Brake/Tail LED (license plate mt.)	1
63 17 0 415 831	Supplementary LED Turn Signals	2
	OPTIONAL LED LICENSE PLATE LIGHTS	
63 17 0 415 005	Exterior Red Optix LED	3
63 17 0 415 006	Exterior Blue Optix LED	3
63 17 0 415 837	Auxillary LED Mounting Bracket	1
63 17 0 445 542	Ext. LED Mount F/Forward L & R	1
63 17 0 445 543	Ext. LED Mount F/Side L & R	1
63 17 0 446 862	Ext. LED Front Wiring Harness	2
MISC.	Additional dealer preparation for LEDs	1
MISC.	License plate bracket upgrade to blue LED's	1
MISC.	throttle Lock	1
MISC.	TT Can-bus Helper	1
Delivery 2	Transporting charges from BMW to AA	1
	OTHER FEATURES WHERE CHOICES APPLY	
51 25 7 681 198	Extra Ignition Key	2
MISC.	51 16 2 307 769, GS Mirror (L or R)	2
MISC.	51 16 2 309 607, mirror washer	2
MISC.	51 16 2 328 287, mirror nut	2
	CONVENIENCE OPTIONS	
52 53 7 683 648	Heated Seat, Low	1
61 12 7 688 145	Heated Seat Cable (required for both heated seats)	1
71 60 7 693 843	Rocker Cover Protectors	1
71 60 7 688 865	Battery Charger	1
	RADIO OPTIONS	

"EXHIBIT A"

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1566
AUTO LEASING SPECIALISTS, LLC ("LESSOR")
City of Keizer ("LESSEE")**

ITEM	DESCRIPTION	QTY
61 31 0 442 054	NEW Dual Bracket / PVP/SetCom PTT	1
82 00 0 419 534	Radio Power Plug Connector	1
61 11 0 415 845	Accessory Power Pigtail	1
65 14 0 403 652	800 MHz Antenna Ground Plate	1
61 11 0 415 844	Radio Speaker Pigtail	1
82 00 0 419 417	Power Management Module	1
	RADAR OPTIONS	
61 11 0 415 843	Radar Power/Speed Signal Pigtail	1
MISC.	63 17 0 446 859, New Stalker DSR 2X Display Mount	1
65 14 0 415 854	Stalker Front & Rear Antenna Mounts	1
82 11 0 433 406	Stalker Dual Remote Control Mount	1
65 14 0 415 856	LTI 20/20 Lidar Gun Mount	1
Freight	Customer Shipping Charges	1
MISC.	bar risers	1
5300	5.11 LED flashlight. Recharge time of 90 seconds. No batteries, uses capacitors	1
	AA WIRES	
5075	75 Amp SPST Relay	1
AA-DC10 (S)	"Patrol Power" Modular wire harness & fuse panel with fully labeled wire. (Small)	1
	RADIO ANTENNA	
BM-NC	NMO roof mount ant. coax. 25' Ultra Low Loss	1
MUF8000	806-896 MHz 1/4 wave roof mount antenna	1
AA-BMW-Radiobox	Auto Additions custom radio box for BMW motorcycle, aluminum	1
Graphics	Graphics	1
MISC.	paint white parts black	1
	RADAR	
DSR 2X Radar	Stalker's Dual Sensing Radar 2X. Track up to four targets at once. Includes two ant and remotes.	1
	VIDEO SYSTEM	
	PREEMPTION	

"EXHIBIT A"

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1566
AUTO LEASING SPECIALISTS, LLC ("LESSOR")
City of Keizer ("LESSEE")**

ITEM	DESCRIPTION	QTY
PE215	Whelen Preemption Power Supply.	1
HSTCLH	Strobe tube for use with 490HCL strobe kits.	2
EXT10	Whelen 10' strobe extension cable with AMP connectors	2
Shop Supplies	Non- inventory items needed to complete installation.	1
Freight	Customer Shipping Charges	1
Labor	All Labor Charges	12
Labor Fabrication	Fabrication labor charges	4
Customer Gear	SUPPLIED BY AGENCY: Zebra printer Remote mount Radio SetCom system MDT	

LESSOR: Auto Leasing Specialists, LLCBy: _____
Ed Anderson, President

Date: _____

LESSEE: City of Keizer
(for): Keizer PDBy: _____
Authorized Signature

Date: _____

Printed Name: Chris EppleyTitle: City Manager

MUNICIPAL VEHICLE RENTAL AGREEMENT

LESSOR: Auto Leasing Specialists, LLC 4785 Portland Rd NE Salem, Oregon 97305 (877) 227-0876 (503) 485-0990	Send all documents to: Auto Leasing Specialists, LLC 17534 O Street Omaha, NE 68135 (402) 315-3792	Agreement No.: 1566
LESSEE: City of Keizer 970 Keizerwa Road NE Keizer, OR 97307 Phone: 503-393-3713 Fax: 503-393-8295	VENDOR: Auto Additions 4775 Portland Rd. NE Salem, OR 97305 Phone: 503-393-3910 Fax: 503-393-7265	
EQUIPMENT DESCRIPTION (make, model, serial no., and attachments – Equipment is new unless noted)		
Two (2) 2009 BMW R1200RT-P Police Motorcycles as more thoroughly described in Exhibit "A" to the Agreement.		
Any additional equipment will be described in any Detailed Equipment Description Amendment that is executed and which refers to this Agreement.		
Owner assumes and shall have no responsibility for performance or maintenance of Equipment. Equipment is to be insured by Renter. VENDOR IS NOT AN AGENT OF OWNER and no representative of Vendor is authorized to waive, supplement or otherwise after any provision herein. Maintenance and/or supplies ARE NOT included in this Agreement unless specified in the Equipment Description. Owner of assignee has a security interest in Equipment and must be notified in writing of any removal or trade-in of Equipment before full payment is made to Owner of assignee.		
Equipment Location. Complete only if Equipment will not be located at Renter's address shown above.		
Address _____	City _____	State _____ Zip _____
EQUIPMENT COST – TERM – PAYMENTS		
TAXES	All Taxes are the sole responsibility of the Renter.	
RENTAL TERM	Three (3) annual Payments 8/17/2009, 8/17/2010 and 8/17/2011	
PAYMENTS	\$12,709.25 on 8/17/2009, \$12,709.25 on 8/17/2010 and \$12,709.25 on 8/17/2011	
PURCHASE OPTION AMOUNT	Renter may purchase the equipment for its fair market value after timely making all Rental Payments.	

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE FOLLOWING PAGE, WHICH TERMS ARE MADE A PART HEREOF:

- Owner hereby rents the equipment to Renter for the following purposes and upon the following terms and conditions:
- Rental.** Annual mileage is limited to 15,000 miles per vehicle and will be charged \$.15 per mile in excess. Owner hereby rents to Renter and Renter hereby rents from Owner the personal property described above in the Equipment Description and in any other schedule made a part hereby by the parties (herein called "Equipment") upon the terms and conditions set forth in this Vehicle Rental Agreement (herein the "Agreement").
 - Renewal Term, Rent and Term.** Renewal Term(s) means the automatic renewal periods of this Agreement, each having duration of one (1) year commencing with Renter's fiscal year except the last of such automatic renewal periods, which shall end on the anniversary of the Commencement Date. Renter shall pay Owner as rent for the use of Equipment, at the office of Owner specified above or such other place as Owner may hereafter designate, aggregate rent equal to the total number of rental payments specified above, multiplied by the amount of each payment specified above plus applicable taxes. The due date of the first rental payment is the date upon which the Equipment is delivered to Renter, or any later date designated by Owner. The security deposit is due and payable at the time of signing this Agreement. The Original Term of this Agreement shall commence on the date the Equipment is accepted by Renter and indicated on the Acceptance Certificate ("Commencement Date") and shall terminate the last day of Renter's current fiscal year. For the duration of the Rental Term, this Agreement will be automatically renewed for the next fiscal year at the end of the Original Term, and any Renewal Term, until the anniversary of the Commencement Date. If this Agreement is terminated for non-appropriation, Renter will provide written notice and proof of non-appropriation (in the form of budget submission and rejection and/or minutes of meeting of governing body that non-appropriates funds to pay the periodic payments for the next fiscal year) to Owner not less than thirty (30) days prior to the end of the Original Term or Renewal Term then in effect of Renter's intention to terminate this Agreement pursuant to Section 31 of this Agreement as the case may be **NOTE: THE ONLY EARLY TERMINATION PERMITTED BY THIS AGREEMENT IS TERMINATION FOR NON-APPROPRIATION AS SPECIFIED HEREIN.** All of the terms and conditions of this Agreement remain in full force and effect unless this Agreement is terminated as provide herein. Subject to termination for non-appropriation, the obligation of Renter to make payment of rent and other payments required under this Agreement shall be absolute and unconditional in all events and are intended by the parties to be set off all taxes and insurance. Renter shall make all such payments when due and shall not withhold any such payments as a result of any disputes arising between or among Renter and Owner, any Vendor or any other person, nor shall Renter have the right to assert any right of set-off, reduction, defense, or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances or any other reason.
 - Delivery and Acceptance.** Renter agrees that it has selected both the Equipment and the Vendor prior to requesting Owner to purchase the same for leasing hereunder. Delivery and installation arrangements and costs are the sole responsibility of Renter. Owner shall not be liable for any loss or damage to Renter by reason of the Vendor's delay or failure to deliver any item of Equipment. Upon delivery of the Equipment to the location set forth above, Renter shall inspect the Equipment and if found acceptable shall accept the Equipment on the date it is ready for use. Renter's acceptance of the Equipment shall be conclusively and irrevocably evidenced by Renter signing the Acceptance Certificate. **THIS AGREEMENT SHALL BE NON-CANCELABLE FOR THE FULL RENTAL TERM, SUBJECT TO TERMINATION FOR NON-APPROPRIATION AS SPECIFIED HEREIN.** If Renter cancels or terminates this Agreement prior to delivery of the Equipment or if Renter fails or refuses to sign the Acceptance Certificate within a reasonable time, not to exceed ten (10) days, after the Equipment has been delivered, tested and ready for use, Renter shall be deemed to have cancelled this Agreement and Renter shall automatically assume all of Owner's obligations under any purchase agreement or purchase order for the Equipment and Renter agrees to indemnify and hold Owner harmless from any claims or demand for payment of the purchase price by the manufacturer or Vendor of the Equipment.
 - Acceptance of Agreement.** Renter acknowledges that Owner shall not become contractually bound by this Agreement until it is accepted by Owner at Owner's office specified above, that neither the Vendor nor any sales representative nor agent of Vendor is authorized to waive or alter any term of condition of this Agreement, and no representation as to the Equipment or any other matter by the Vendor shall relieve Renter of the obligation to pay rent or any other obligation under this Agreement.
 - Disclaimer of Warranties.** Renter acknowledges that Owner is not the manufacturer of the Equipment, nor the manufacturer's or Vendor's agent, and Renter represents that Renter has selected the Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by or on behalf of Owner. **OWNER HAS NOT MADE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, DIRECTLY OR INDIRECTLY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SUITABILITY, DURABILITY, DESIGN, OPERATIONS OR CONDITION OF THE EQUIPMENT OR ANY PART THEREOF, ITS MERCHANTABILITY, ITS FITNESS FOR USE, OR FOR THE PARTICULAR PURPOSES AND USES OF RENTER OR OTHERWISE.** Owner shall not be liable to Renter for any loss, damage or expense of any kind or nature caused directly or indirectly by any Equipment rented hereunder. **NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE RENTER OF THE OBLIGATION TO PAY RENT OR ANY OTHER OBLIGATION UNDER THIS AGREEMENT.** Owner agrees, to the extent they are assignable, to assign to Renter, without recourse to Owner, any warranties received by Owner with respect to the Equipment.
 - Return of Equipment.** At the conclusion of the term, or in the event of the breach by the Renter of any obligations provided for herein, Renter shall return the Equipment in its original condition, normal and ordinary wear and tear excepted (and in compliance with the turn in requirements of this Agreement) at Renter's sole cost and expense, to a place designated by Owner. Should Renter not return the Equipment at the end of the Rental Term, Renter shall continue to pay rent to Owner as a month to month rental until returned by Renter or until the Equipment is returned upon demand therefore by Owner. Owner also may recover from Renter the replacement value of Equipment not so returned.
 - Turn-In-Report:** An inspection shall be conducted before the Equipment is released by Renter and accepted by Owner. The equipment must be returned within ten (10) days following expiration of the Rental Term. At such time proof of current valid

- registration is required. At least fourteen (14) days prior to the end of the Rental Term, Rental will notify Owner in writing of proposed date within such ten (10) day period it intends to turn-in the Equipment. Owner will notify Renter of the designated turn-in location for the Equipment. The Renter will be responsible for transporting the Equipment to the turn-in location.
- a. At the time of Equipment turn-in, Owner or its designees will complete the "Condition Report" (part of the Exhibit that is attached hereto). Owner will prepare a Condition Report and accept or reject the Equipment within ten (10) business days of its return to the turn-in location. If Owner determines that there is Equipment damage in excess of the allowable allowance of \$300.00, Owner will present the Condition Report to Renter for signature. If the Equipment is turned in timely and within five (5) business days after receipt or the Condition Report, the Renter signs and returns the Condition Report, paying the amount due as specified therein, the Rental Payments will end, effective as of the date the Condition Report was prepared. If the Equipment is turned-in late or the Condition Report is not timely signed and returned with the amount payable thereon, rental payments will be paid by Renter until the Equipment is turned-in. Condition Report is signed and returned by Renter, and the amount due as specified therein has been paid.
 - b. Equipment Damage: Renter shall return the Equipment in good operating condition, reasonable wear and tear excepted. Renter's turn-in condition report sets forth Condition Standards that the parties agree to abide by. If the Equipment is not in such condition when returned to Owner, Renter shall pay Owner the costs to Owner to bring the Equipment into compliance with said standards. Furthermore, any collision damage must be reported and accompanied with repair orders. Any Equipment which has been stolen, or has sustained any amount of frame, fire, or water damage, or \$1,000.00 or more of cumulative damage, of hail damage in excess of \$300.00, or previous damage of \$1,000.00 or more, repaired or not, is not eligible for return and shall be purchased by Renter at a price equal to the NADA "blue book" or similar reputable source's retail value of the Equipment in the condition specified by this Agreement. If Owner discovers excessive damage after acceptance of the Equipment, Renter will be notified and it shall be the responsibility of Renter to purchase and pick up the Equipment at a location designated by the Owner.
8. **Inspection:** Owner shall have the right to request and/or read the odometer on an annual basis and to charge the Renter accordingly for excess mileage and to enter the premises where the Equipment is located at all reasonable times, to inspect the Equipment. Owner shall have the right to review all maintenance records, and otherwise determine Renter's compliance with the terms of this Agreement.
 9. **Alterations:** Renter shall make no alterations or affix any attachments to the Equipment without the prior written consent of the Owner.
 10. **Third-Party Injury:** Owner shall not be liable to any injury to any person or damage to property resulting directly from the operation or use of the Equipment, Rental shall indemnify and save the Owner and its assignee(s) harmless from and against any loss, damage, liability, or expense (including attorney's fees) claimed with respect to injury to any person or damage to property resulting from the operation or use of the Equipment.
 11. **Title:** Title to the Equipment shall at all times be titled in the name of the Owner as lessor and the Renter as lessee, with the Owner or its assigns having a first security interest as first priority lien holder. The Equipment is, and will remain, personal property and will not be affixed or attached to real estate or any building thereon. Renter agrees to affix to the Equipment a tag, if provided by Owner, stating Owner's interest in the Equipment. Upon termination of the Agreement for any reason, full and unencumbered legal title to the Equipment then subject to this Agreement shall pass to Owner. In such event Renter shall execute and deliver to Owner such documents as Owner may request to evidence the passage of legal title to each item of Equipment to Owner and the termination of Renter's interest therein, and upon request by Owner shall deliver possession of each item of Equipment to Owner.
 12. **Security Interest:** Owner shall have and retain a security interest in each item of Equipment subject to this Agreement, the proceeds thereof, and all repairs, replacements, substitutions, and modifications thereto or thereof, including any proceeds, in order to secure Renter's payment of all payments due during the term of the Agreement with respect thereto, and the performance of all obligations required to be performed by Renter. Owner shall have authority, upon filing of the Manufacturer's Certificate of Origin for the Equipment with the State Department of Motor Vehicles to require the Department note Owner's security interest on its records and the Certificate of Title for the Equipment, Owner may execute and file such financing statements and other documents to establish and maintain a valid security interest in the Equipment. If requested by Owner, Rental shall conspicuously mark each item of Equipment with appropriate lettering, labels or tags, and maintain such markings during the term of this Agreement with respect thereto, so as to clearly disclose Owner's security interest in the Equipment.
 13. **Miscellaneous:** Renter shall furnish and permit only duly authorized, trained, safe, licensed driver(s) whom it duly authorizes(s) to operate the Equipment, all such driver(s) being the agent(s) of Renter and not the agent(s) employee(s), or representative(s) of the Owner. Renter shall provide and pay for all first aid necessary to operate the Equipment. Renter shall cause the Equipment to be duly licensed as required by any state in which it is operated and further, it shall cause the Equipment to be duly certified for operation but not limited to any emission and/or registration requirements. Renter, at its sole expense, shall maintain the Equipment in good condition and state of repair, in all cases strictly in compliance with the manufacturer or vendor's specifications and recommendations and consistent with all requirements to keep all manufacturer's or other warranties fully enforceable. Renter shall not permit any warranty on the Equipment to become unenforceable. The payments specified herein do not include maintenance or repair services, or repair or replacement parts for the Equipment, unless separately stated, and Renter shall be responsible for these charges. Renter shall cause each item of Equipment to be inspected as required by the laws of the state in which such Equipment is located.
 14. **Location:** Renter shall not move the Equipment from the location noted in this Agreement without the prior written consent of Owner, which consent shall not be unreasonably withheld. Owner shall have the right from time to time during normal business hours to enter upon the premises where the Equipment is located for the purpose of confirming the existence, condition, and proper maintenance of the Equipment.
 15. **Use, Maintenance and Repair.** Renter shall use the Equipment in the manner for which it was designed and intended, solely for Renter's business purposes, in accordance with all applicable manufacturer and Vendor manuals and instructions and in compliance with all applicable laws, regulations and orders. Renter, at Renter's own cost and expense, shall keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted and shall furnish all parts, mechanisms, devices and servicing required therefore. All replacement parts and repairs at any time made to or placed upon the Equipment shall become the property of Owner. Renter may, with Owner's prior written consent, make such alterations, modifications or additions to the Equipment as Renter may deem desirable in the conduct of its business, provided the same shall not diminish the value or utility of the Equipment or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof, and shall be readily removable without causing damage to the Equipment. Upon return to Owner of Equipment as to which such alterations, modifications or additions have been made, Renter shall remove the same and restore the Equipment to its original condition, reasonable wear and tear only being excepted and, if not so removed, title thereto shall automatically vest in Owner.
 16. **Taxes.** Unless otherwise indicated, the rent is net of and free of all taxes. Renter shall pay directly, reimburse or pay to Owner, all license and registration fees, assessments, stamp and documentary taxes, sale and use taxes, personal property taxes, gross receipts taxes, excise taxes, ad valorem and all other taxes and charges, however designated, which may now or hereafter, during the term of this Agreement, be imposed by any governmental body or agency upon this Agreement or the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, whether assessed to Owner or Renter and whether due before or after termination of this Agreement; excluding, however, all taxes or so measured by the net income of Owner. Owner shall not be obligated to contest any valuation of a tax imposed on the Equipment or this Agreement, but may do so strictly as an accommodation to Renter and shall not be liable or accountable to Renter therefore.
 17. **Additional Covenants.** To the extent permitted by the laws and Constitution of the State in which Renter is located, Renter shall protect, hold harmless, defend from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The assurance arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Rental Term for any reason. Renter agrees not to withhold or abate any portion of the payments to this Agreement by reason of any defects, malfunctions, breakdowns or infirmities of the Equipment, provided, however, that Renter shall not be required to indemnify Owner for any claims and damages caused by Owner's negligence or willful conduct.
 18. **Loss or Damage.** Renter hereby assumes and shall bear the entire risk of loss (including theft and requisition of use) or destruction of or damage to the Equipment from any and every cause whatsoever, whether or not insured, until the Equipment is returned to the

- location specified by Owner. No such loss or damage shall relieve Renter from any obligation under this Agreement, which shall continue in full force and effect, including but not limited to the obligation to make Rental Payments in the event of damage to or loss or destruction of the Equipment (or any item thereof). Renter shall promptly notify Owner in writing of such fact and shall, at the option of Renter, (a) place the same in good repair, condition and working order; (b) replace the Equipment with like personal property in good repair, condition and working order and provide Owner with a first priority security interest in and to such replacement property to Owner, whereupon such property shall be subject to this Agreement and be deemed the Equipment for the purposes herein; or (c) pay to Owner the total of unpaid Rent for the remainder of the entire Rental Term plus the estimated fair market value of the Equipment at the end of the entire Rental Term, discounted at the current rate for United States Treasury Bills having maturity at the end of the entire term, whereupon this Agreement shall terminate with respect thereto. Any insurance proceeds received with respect to the Equipment shall be applied, in the event option (c) is elected, in reduction of the dues unpaid by Renter to Owner, if not already paid by Renter, or, if already paid by Renter, to reimburse Renter for such payment; or, in the event option (a) or (b) is elected, to reimburse Renter for the costs of repairing, restoring or replacing the Equipment upon receipt by Owner of evidence, satisfactory to Owner, that such repair, restoration or replacement has been effected.
19. **Insurance.** At its own expense Renter shall cause, usually, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Owner that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the full insurable value (meaning the original Equipment cost), and to protect Owner from liability in all events. All insurance proceeds from casualty losses shall be payable as provided herein. Renter shall furnish to Owner certificates evidencing such coverage throughout the Rental Term (Accord Form 27 or its equivalent). Alternatively, Renter may insure the Equipment under a blanket policy or policies, which cover not only the Equipment but also other properties. If Renter shall insure similar properties by self-insurance, Renter will insure the Equipment by means of an adequate insurance fund. All insurance shall name Renter and Owner as insureds and loss payees as their respective interest may appear and shall provide for at least ten (10) days prior written notice by the underwriter or insurance company to the Owner in the event of modification, cancellation or expiration. Renter shall pay all deductibles.
20. **Collection, Expenses, Interest and Advances.** Should Renter fail to pay any part of the rent herein reserved or any other sum required to be paid by Renter to Owner hereunder, Renter shall pay Owner interest on such delinquent payment at eighteen (18) percent per annum or the highest legal contract rate, whichever is less, from the date when such payment was due until paid and the expenses of any collection agency or service employed by Owner to collect said payments. In the event Owner employs the services of any attorney to enforce any of the terms of this Agreement, Renter shall pay reasonable attorney's fees, costs and disbursements incurred by Owner. All advances made by Owner to preserve the Equipment of or pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of rentals due hereunder and shall be repayable by Renter to Owner together with interest thereon at eighteen (18) percent per annum or the highest legal contract rate, whichever is less until paid.
21. **Default.** Any of the following events or conditions shall constitute an event of default hereunder: (a) Renter's failure to pay any rent or other sum due Owner as herein provided within ten (10) days after the due date thereof; (b) Renter's failure to observe, keep or perform any other term, covenant or condition of this Agreement and such failure continues for twenty (20) days following receipt of written notice thereof from Owner; (c) a writ of attachment of execution be levied upon the Equipment or any item thereof and is not released or satisfied within ten (10) days; (d) the filing by or against Renter of a petition under the Bankruptcy Code or any amendment thereto or under any other insolvency law providing for the relief of debtors; (e) the voluntary or involuntary making of an assignment of a substantial portion of its assets by Renter for the benefit of creditors, appointment of a receiver or trustee for Renter or for Renter's assets, commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Renter, or Renter ceases its political or corporate existence; (f) any representation or warranty made by Renter herein or in any document delivered to Owner in connection herewith shall prove to have been false or misleading in any material respect; or (g) Renter being in default under any other Rental or other contract with Owner.
22. **Remedies.** Upon the occurrence of an event of default, Owner may exercise, at its sole discretion, any one or more of the following remedies: (a) by written notice to Renter declare the entire unpaid rent for the full Rental Term immediately due and payable, if allowed by local law, whereupon the same shall become immediately due and payable without further notice or demand, to be enforced by appropriate court action to enforce performance by Renter of the applicable covenant to or to recover damages for the breach thereof; (c) sue for and recover all rent and other payments then accrued or thereafter accruing under this Agreement; (d) terminate this Agreement by written notice to Renter, whereupon all rights of Renter in and to the Equipment shall terminate and Renter shall return the Equipment to Owner as provided herein; (e) require Renter to return the Equipment and if not so returned, Owner may personally, or by its agents, and with or without legal process, enter upon the premises where the Equipment is located and repossess the Equipment free from all claims by Renter and without liability for trespass or for damage occasioned by such taking of possession, but such return or repossession of the Equipment shall not constitute a termination of this Agreement unless Owner expressly so notifies Renter in writing; (f) with respect to Equipment returned to or repossessed by Owner, and unless Owner has terminated this Agreement, Owner will sell or otherwise lease the Equipment, to such persons and upon such terms as Owner may determine, at one or more public or private sales with or without notice to Renter, and apply the net proceeds thereof after deducting the costs and expenses of such sale or subrental, including, but not limited to, costs of repossession, transportation, storage, any necessary repairs and broker's fees, to Renter's obligations hereunder with Renter remaining liable for any deficiency and with any excess retained by Owner. The proceeds of a substantial for all or any item of Equipment shall be the amount reasonably assigned by Owner as the rental value of such Equipment for the remainder of the Rental Term. In the event of a sale, an amount equal to the estimated fair market value of the Equipment at the end of the originally scheduled Rental Term shall be deducted to arrive at the net proceeds of such sale; or (g) pursue any other remedy at law or in equity. Renter agrees to pay Owner all costs and expenses, including reasonable attorney's fees, costs and expenses incurred by Owner in exercising any of its rights or remedies hereunder or enforcing any of the terms and conditions of this Agreement. No right or remedy conferred upon or reserved to Owner hereunder is exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and may be enforced separately, concurrently, and from time to time.
23. **Assignments.** Without the prior written consent of Owner, Renter shall not sublet or lease the Equipment or otherwise assign, transfer, pledge or hypothecate this Agreement, the Equipment or any interest in this Agreement or in and to the Equipment, or permit any lien, charge or encumbrance thereon. Renter's interest herein is not assignable or transferable by operation of law; Renter will not relinquish possession and use of or abandon the Equipment to any party other than Owner. All rights of Owner in the Equipment and under this Agreement may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to Renter, but always, however subject to the rights of Renter under this Agreement. In the event of an assignment by Owner, whether as security for any of its indebtedness or otherwise, no breach or default by Owner hereunder shall excuse performance by Renter of any provision hereof, it being understood that in the event of such default or breach by Owner that Renter shall pursue any rights on account thereof solely against Owner and shall not assert against such assignee any defense, counterclaim, or set-off which Renter may have against Owner. If Renter is given notice of any such assignment, Renter agrees to acknowledge receipt thereof in writing and, if as desired therein, to pay directly to such assignee the rents and other sums payable hereunder as assigned. Subject to the foregoing, this Agreement inures to the benefit of and is a binding upon the legatees, personal representatives, successors and assigns of the parties hereto.
24. **Return of Equipment.** Upon expiration of the Rental Term or other termination pursuant to the terms of this Agreement (except upon purchase by Renter), at the option of Renter, (a) Renter shall immediately return the Equipment in as good a condition as received, normal wear, tear, and depreciation excepted, to such place within the continental United States as is designated by Owner, or (b) Owner shall transfer its rights in the Equipment to Renter "as is, with all faults." If shipped, the Equipment shall be properly crated and shipped by such reasonable means as designated by Owner, freight prepaid and properly insured; provided, however, that Owner shall reimburse the excess of such freight expenses to such new location over the cost of such shipment from the then location of the Equipment to Owner's address shown shipping. This new shipment shall be to the destination and the Renter shall bear all costs associated with packing and shipping. The new lease shall not be transferred to Owner until the Equipment is received by it. Should Renter not return the Equipment at the end of the Rental Term, unless title is transferred to Renter, Renter shall continue to pay rent to Owner in the sum and on the due dates set out in this Agreement as a month to month rental until returned by Renter or until returned upon demand thereof by Owner. Owner also may recover from Renter the replacement value of Equipment not returned when due.
25. **Owner's Payment.** In the event Renter fails to pay any taxes payable by it hereunder, or other amounts due hereunder, or to procure the insurance required, or to perform any of its obligations under this Agreement, without any obligation to do so, Owner may, by such amounts or perform such obligations. Renter shall reimburse Owner, upon demand, the amount of such payment or cost of such

- performance and Renter's failure to do so shall be the same as failure to pay any other payment hereunder. Renter shall pay interest on such unpaid sums as provided herein.
26. **Entire Agreement, Non-Waiver, and Severability.** No agreements or understandings shall be binding on the parties hereto unless set forth in writing and signed by the parties. Time is of the essence in this Agreement. No waiver by Owner of any breach or default shall constitute a waiver of any additional or subsequent breach or default by Owner nor shall it be a waiver of any of Owner's rights. Any provisions of this Agreement, which for any reason may be held unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. This agreement may be executed in counterparts all of which shall constitute one and the same instrument. The counterpart bearing Owner's signature shall be the sole chattel paper original of this agreement.
 27. **Notices.** Written notices to be given hereunder shall be deemed to have been given when delivered personally or deposited in the United States mail, postage prepaid, addressed to such party at its address set forth above or at such other address as such party may have subsequently provided in writing.
 28. **Choice of Law.** This agreement shall be binding and effective only when accepted by an officer of Owner at its home office in Salem, Oregon, shall be deemed to have been made in Salem, Oregon and, except for local filing requirements, shall be governed by the construed in accordance with the laws of the State of Owner.
 29. **UCC Filings.** Owner and Renter agree that a carbon, photographic or other reproduction of this Agreement may be filed as a security agreement and financing statement and shall be sufficient as a financing statement under the Uniform Commercial Code, where permitted by the laws and Constitution of the State. Renter agrees that Owner may sign and file any financing statement on Renter's behalf and Renter shall execute or obtain and deliver to Owner, upon Owner's request, such instruments, financing statements and assurances, including without limitation waivers of interest of owners or mortgagees of real estate upon which Equipment is located, as Owner deems necessary or advisable for the confirmation, protection or perfection of this Agreement and Owner's rights hereunder will pay all costs incident thereto. Owner may file or record a financing statement with respect to this Agreement or the Equipment so as to give notice to any interested parties. Any such execution, delivery, filing or recording shall not be deemed factors in determining whether or not this Agreement is intended to create a security interest under the Uniform Commercial Code.
 30. **Warranty of Governmental Purpose.** Renter hereby warrants and represents that the Equipment will be used for governmental purposes only, and not for business (profit or non-profit), personal, and family or household purposes. RENTER ACKNOWLEDGES THAT OWNER HAS RELIED UPON THIS REPRESENTATION IN ENTERING INTO THIS AGREEMENT.
 31. **Non-Appropriation.** The Rental Term consists of the Original Term, which is equal to the remaining fiscal year of Renter, and Renewal Terms, each equal to the then current fiscal year of the Renter except the last of such renewal periods, which shall end on the anniversary of the Commencement Date. In the event sufficient funds shall not be appropriated for the payments required to be paid in the next occurring Renewal Terms, and if Renter has no funds legally available for such payments from other sources, then Renter may terminate this Agreement at the end of the Original Term or then current Renewal Term, and Renter shall not be obligated to make payment of the payments provided for in this Agreement beyond the Original Term or the then current Renewal Term. Renter agrees to deliver notice to Owner of such termination at least thirty (30) days prior to the end of the Original Term or the then current Renewal Term. However, failure to deliver such notice of non-appropriation to Owner shall not extend the term of this Agreement beyond the end of the Original Term or the then current Renewal Term, if the Renter has so non-appropriated. If this agreement is terminated under this Section due to non-appropriation, Renter agrees, at Renter's cost and expense, peaceably to deliver the Equipment to Owner at the location specified by Owner. To the extent lawful, if Renter shall terminate this Agreement as provided in this Section, Renter shall not, for a period of ninety (90) days after the end of the then current Original Term or Renewal Term, acquire any interest in or, expend any funds for the purchase, lease, rent or use of equipment similar to the Equipment subject to this Agreement.
 32. **Finance Rental.** The parties intend that the Owner shall have all benefits of a lessor under a finance lease under the uniform commercial code. Owner did not select, manufacture, or supply the leased property and only acquired it (or the right to use such leased property) in connection with this Agreement. Further, Renter acknowledges: (a) Renter received a copy of the contract by which Owner acquired the leased property before signing this Agreement; (b) Renter approved said contract as a condition of the effectiveness of this Agreement; (c) prior to signing this Agreement, Renter received a statement designating the vendor promises, warranties and limitations or modifications or remedies; or (d) prior to signing this Agreement, Renter was told that the uniform commercial code - leases, governs this transaction and that Renter may communicate directly with the vendor concerning the matters described in subsection (c) of this sentence. Renter waives any and all rights and remedies Renter may have under the UCC 2A-508 through 2A-522, including any right to: (a) cancel this Agreement; (b) reject tender of Equipment; (c) revoke acceptance of the Equipment; (d) recover damages for any breach of warranty; and (e) make deductions or set-offs, for any reason, from amounts due us under this Agreement. If any part of this Agreement is inconsistent with UCC 2A, the terms of this Agreement will govern.
 33. **Early Purchase Option.** Renter shall have the option to purchase all (but not less than all) of the Equipment at any time at an option purchase price equal to (i) the unpaid Rent for the remainder of the entire Term (assuming no early termination), plus (ii) the estimated fair market value of the Equipment at the end of the entire term (assuming no early termination), with (i) and (ii) discounted to the date of payments using a discount rate equal to the rate paid on United States Treasury obligations have a similar term as of the date of initial acceptance of the Equipment by the Renter. In addition, Renter will owe all unpaid Rent through the date of payment of the purchase option price and any other amounts due hereunder, plus interest thereon at the rate of 10% per annum. These amounts shall be payable on demand. Any transfer of title to Renter upon exercise of this option shall be without any express or implied warranties from owner or its assigns. As a condition precedent to exercising this purchase option, Renter shall deliver to Owner and its assigns, a termination of any maintenance funding or disbursing obligations related to this Agreement.

INSURANCE COVERAGE REQUIREMENTS

In accordance with this Agreement either:

1. We have instructed the following insurance agent: Huggins Insurance Service, P.O. Box 270 Salem, OR, 97308 503-585-2211
(Insert name, address, and telephone number)

to issue to you:

- a. All risk physical damage insurance on the Equipment reflected by an Evidence of Insurance (Acord Form 27 or equivalent) and Long Term Lease Excess Coverage naming Owner designated above and/or its Assigns as an additional insured and loss payee; and
 - b. Public Liability insurance reflected by an Evidence of Insurance (Acord Form 27 or equivalent) naming Owner and/or its assigns as an additional insured and loss payee; or
2. We are self insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance. Proof of insurance coverage will be provided to you prior to the time that the Equipment is delivered to us.

Date:

By:

Chris Eppley - City Manager

ACCEPTED BY:

OWNER: Auto Leasing Specialist LLC

By:

Name: Ed Andresson
Title: President

Renter acknowledges reading and receiving a copy of this Agreement. The undersigned affirms that she/he has been duly authorized to execute this Agreement on behalf of the above-named Renter. Depending on the jurisdiction, this may be the highest elected official.

Renter: City of Reiger

Signature: _____

Name: Chris Eppley

Title: City Manager

Date: _____

Attested By: _____

Name and Title of Attestee:

SEAL

CITY COUNCIL MEETING: August 17, 2009

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, MMC
CITY RECORDER**

**SUBJECT: 7-11 - SOUTH
CHANGE OF OWNERSHIP**

BACKGROUND:

On August 5, 2009 an application was received from JoAnn Kent of 7-11 Corporation requesting City approval of a change of ownership for the off premises liquor license for 7-11 South located at 4380 River Road N, Keizer, Oregon. The new owner is James Gustin. The City of Keizer Ordinance indicates the Council must review the requested change; however no public hearing is required.

A request was sent to the Keizer Police Department for background check on the new applicant. Based upon a clear background check, the Police Department supports the requested change.

RECOMMENDATION:

It is recommended the City Council review the application and forward a recommendation for approval to the Oregon Liquor Control Commission for the change of ownership for 7-11 South.



OREGON LIQUOR CONTROL COMMISSION
LIQUOR LICENSE APPLICATION

We have requested previously
a Temporary license,
Thank You.

PLEASE PRINT OR TYPE

Application is being made for:

LICENSE TYPES

- ☐ Full On-Premises Sales (\$402.60/yr)
☐ Commercial Establishment
☐ Caterer
☐ Passenger Carrier
☐ Other Public Location
☐ Private Club
☐ Limited On-Premises Sales (\$202.60/yr)
☒ Off-Premises Sales (\$100/yr)
☐ with Fuel Pumps
☐ Brewery Public House (\$252.60)
☐ Winery (\$250/yr)
☐ Other:

ACTIONS

- ☒ Change Ownership
☐ New Outlet
☐ Greater Privilege
☐ Additional Privilege
☐ Other

Applying as:

- ☐ Limited Partnership
☐ Corporation
☐ Limited Liability Company
☒ Individuals

FOR CITY AND COUNTY USE ONLY
The city council or county commission:

(name of city or county)

recommends that this license be:

Granted ☐ Denied ☐

By:

(signature)

(date)

Name:

Title:

OLCC USE ONLY

Application Rec'd by: C. Edwards

Date: 7-24-09

90-day authority: ☒ Yes ☐ No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① James Gustin

③

② _____ ④ _____

2. Trade Name (dba): 7-Eleven 2362-17727G

3. Business Location: 4380 River Road N., Keizer, Marion, OR, 97303
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 7-Eleven Inc. 10220 SW Greenburg Rd #470, Portland OR 97223
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 503-390-0325

(phone)

(fax)

6. Is the business at this location currently licensed by OLCC? ☒ Yes ☐ No

7. If yes to whom: John Hyder Type of License: off-premise

8. Former Business Name: 7-Eleven 2362-17727F

9. Will you have a manager? ☐ Yes ☒ No Name: _____

(manager must fill out an individual history form)

10. What is the local governing body where your business is located? City of Keizer
(name of city or county)

11. Contact person for this application: JoAnn Kent 503-977-7705
(name) (phone number(s))

10220 SW Greenburg Rd. #470 - Portland - 503-245-3438 JoAnn.Kent@7-11.com
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date 7-17-09 ③

② _____ Date _____ ④

RECEIVED
OREGON LIQUOR CONTROL COMMISSION

JUL 24 2009 Date

1-800-452-OLCC (6522)
www.oregon.gov/olcc

SALEM REGIONAL OFFICE 12/07



OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION

Please Print or Type

Applicant Name: James Gustin Phone: 503-390-0325

Trade Name (dba): 7-Eleven 2362-177276

Business Location Address: 4380 River Road N.

City: Keizer ZIP Code: 97303

DAYS AND HOURS OF OPERATION 24 hrs / 7 days

Business Hours:

Sunday 11am to 11am
Monday 11am to 11am
Tuesday 11am to 11am
Wednesday 11am to 11am
Thursday 11am to 11am
Friday 11am to 11am
Saturday 11am to 11am

Outdoor Area Hours:

Sunday _____ to _____
Monday _____ to _____
Tuesday NA _____ to _____
Wednesday NA _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

The outdoor area is used for: NA

☐ Food service Hours: _____ to _____
☐ Alcohol service Hours: _____ to _____
☐ Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: ☐ Yes ☒ No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- ☐ Live Music ☐ Karaoke NA
☐ Recorded Music ☐ Coin-operated Games
☐ DJ Music ☐ Video Lottery Machines
☐ Dancing ☐ Social Gaming
☐ Nude Entertainers ☐ Pool Tables
☐ Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

NA
Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

SEATING COUNT

Restaurant: _____ Outdoor: NA
Lounge: _____ Other (explain): _____
Banquet: _____ Total Seating: _____

OLCC USE ONLY

Investigator Verified Seating: _____ (Y) _____ (N)
Investigator Initials: _____
Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [Signature] Date: 7-17-09

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev. 12/07)