

Jacksons Food Stores/Grant Park Neighborhood Association (GPNA)

Good Neighbor Agreement

Re: Jackson Food Store #562

1715 NE 33<sup>rd</sup> Avenue, Portland, OR 97212

This Good Neighbor Agreement (“Agreement” or “GNA”) is entered into as of November 17, 2012 (the “Effective Date”), between Jacksons Food Stores, Incorporated, (“Establishment”), and the Grant Park Neighborhood Association (“GPNA”). Throughout this Agreement, Licensee, the Establishment, and the GPNA are sometimes individually referred to as a “Party” and collectively as “Parties” or “the Parties.”

**RECITALS:**

1. Licensee is the owner of the Establishment and of the property located at 1715 NE 33<sup>rd</sup> Avenue, Portland, OR 97212.
2. Licensee has received an Off Premises Sales Liquor License for the sale of packaged beer and wine sold in containers.
3. The issues addressed in this Agreement were negotiated and agreed upon by the owners of the Establishment and the GPNA.

**AGREEMENT**

**A. LIQUOR DISPENSING OPERATION**

1. Licensee is a member of the Oregon Liquor Control Commission (“OLCC”) Responsible Vendor Program and will actively abide by the requirement of the Responsible Vendor Program.
2. Licensee will only accept the approved forms of identification, as provided under ORS 471.130. Licensee will post signs indicating the types of acceptable identification such as picture ID, driver’s license and passport, as provided under ORS 471.130.

3. Licensee will use Age Verification Equipment (“AVE”) to ensure that minors are not sold alcoholic beverages. The AVE will be installed at all checkout stations.
4. Licensee will follow all applicable ordinances, laws, and rules involving the sale of alcohol.
5. Licensee will contact the Crime Prevention Coordinator to conduct a Crime Prevention Through Environmental Design assessment and follow the recommendations as negotiated with the Bureau of Development Services.
6. Licensee will refuse to sell alcohol to any visibly intoxicated person.
7. Licensee will require all sales clerks to enroll in and successfully complete a comprehensive OLCC-approved alcoholic beverage sales training and liquor law education program. Training shall include specific training on identifying and refusing to sell alcohol to visibly intoxicated persons, minors, and street drinkers.
8. Licensee will not stock beer, ale, or grain liquors in containers larger than 24 ounces.
9. Licensee will not stock beer, ale, or malt liquors having an alcohol content exceeding 9% or fortified wines having an alcohol content exceeding 14%.
10. Licensee will not stock brands of alcoholic beverages known to be favored by street drinkers, including Steel Reserve, Hurricane High Gravity, Four Loko, Colt 45, St. Ides, Mickey’s, King Cobra, Olde English 800, Dog Bite, Cisco, Night Train, Thunderbird, Wild Irish Rose, and MD 20/20, or similar brands that become available in the future.
11. Licensee will limit the hours of sales of alcoholic beverages to between 7 a.m. and 1 a.m.

12. This agreement shall also apply to Licensee's existing convenience store/gas station/car wash, Jacksons #507, located at 1714 NE 33<sup>rd</sup> Avenue, Portland, OR 97212.

## **B. PUBLIC HEALTH CODE**

The Establishment will follow all applicable Public Health Codes, as set forth in Oregon Administrative Rules, Food and Sanitation Rules, Chapter 333.

## **C. INCIDENT LOG AND REPORTING/RECORDING**

1. Licensee will maintain a "Communication Log" that employees use to communicate with one another and will note incidents that occur at the Establishment in the Communications Log.
2. Licensee and its employees agree to report all crime and suspicious activity to the Portland Police Bureau (PPB).
3. Licensee will immediately report any violent incident or illegal activity occurring inside or outside the Establishment to the PPB.
4. Licensee will maintain a video surveillance system. Video will be maintained for an indefinite period of time. If PPB investigates crimes near Licensee, Licensee will cooperate with the PPB and allow inspection of Log and Recordings, if requested.

## **D. NUISANCE CONCERNS - TRASH, LITTER, DISTURBANCES, LIGHTING, TRAFFIC**

1. Licensee agrees to keep the sidewalk around the Establishment free of litter by having its employees collect debris that has been dropped outside the Establishment and to take necessary measures

to remove litter within the parking lot and surrounding the building.

2. Upon receipt of any necessary city and/or resident approval, licensee will install litter receptacles on-site and, as appropriate and in coordination with local schools and neighborhood residents, install, maintain, and empty no more than two off premises litter receptacles within 350 feet of the store's perimeter boundaries. GPNA agrees to assist in determining location and obtaining necessary approvals.
3. Graffiti on the building will be photographed, reported to PPB, and then removed within 24 hours upon discovery. Graffiti removal assistance is available through the Graffiti Hotline 503-823-4824.
4. Members of the public may inform Licensee or its employees immediately in the event of any disturbance arising from patrons of the Establishment. Licensee will be reasonably available to accept calls during business hours regarding potential issues at the Establishment and will maintain a 24-hour hotline that will accept calls. The current number is (208) 888-6061. Licensee will promptly respond to all such calls and inquiries.
5. Licensee will install and maintain energy efficient, shielded, exterior lighting designed to minimize impact on residential neighbors while providing necessary security, as approved by the City of Portland.
6. Licensee will ensure that all store deliveries between the hours of 11 p.m. and 6 a.m. are made from either Broadway or 33<sup>rd</sup> Avenue.
7. Licensee will comply with traffic patterns and designs required by the City of Portland or Multnomah County to minimize adverse vehicular traffic flow impact caused by ingress/egress to store premises.

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## E. COMMUNICATIONS

1. If the GPNA receives more than three complaints within a 90-day period relating to issues covered by this agreement, Licensee may be requested to provide a written response to GPNA describing corrective action and solutions or attend a GPNA general, special, or board meeting to address the complaints. Licensee will also meet upon request with the GPNA to discuss any concerns neighbors may have about store operations.
2. Licensee will meet within 10 days upon request with administrators at Fernwood Middle School, Grant High School, and other local schools to discuss any concerns area schools may have about store operations.
3. Licensee will, upon request, conduct education classes at Fernwood Middle School and Grant High School to describe and respond to questions about Jacksons stores' operations, emphasizing the company's zero tolerance policy regarding alcoholic beverage sales to minors.
4. Licensee shall provide GPNA with updated contact information any time such information changes.
5. GPNA agrees to support Licensee's application for an Off-Premises Sales Liquor License at the Establishment, while reserving the right to register objections to license renewal. Any objection made by GPNA to liquor license renewal shall serve to nullify this agreement, and will require the parties to negotiate a new good neighbor agreement.

## F. FOLLOW UP

Parties to this agreement shall meet 90 days after Establishment commences sale of alcoholic beverages, upon request of GPNA, then

on an as needed basis. These follow-up meetings, if any, shall also be opportunities for the parties to resolve any unforeseen problems or issues that may arise.

## **G. ENFORCEMENT**

1. A copy of the Establishment's Oregon Liquor License Commission (OLCC) Operations Plan (or similar, if any) will be sent to the GPNA and become part of this Agreement.
2. Licensee and GPNA agree to mediate any disputes regarding the operations and/or impacts of the Establishment that cannot be settled through the course of meetings and face-to-face communications, through the City of Portland Office of Neighborhood Involvement (ONI) Neighborhood Mediation Center. Licensee and GPNA agree that this agreement shall become a part of any liquor license issued by the OLCC.

## **H. MISCELLANEOUS**

1. This Agreement contains all the terms and conditions agreed upon by the Parties and shall be modified only by written agreement executed by duly authorized representatives of the Parties.
2. This Agreement is binding and is intended to provide a framework for communication and understanding between the Parties. Any waiver granted for any one condition does not constitute nullification of any other condition of this Agreement. This Agreement contains the full and entire understanding of the Parties. There are no other representations, warranties, statements or agreement between the Parties except as expressly set forth in this Agreement.
3. This Agreement may not be amended except in writing and signed by authorized representatives of the relevant Parties.
4. Each Party has carefully read this Agreement. The Parties acknowledge that they are each familiar with its contents, and that

they fully understand and voluntarily accept its terms and conditions.

4. The attached addendum contains the current contact information for Licensee, GPNA representatives, and ONI crime prevention coordinator, as of the date of signing.

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SIGNATURE PAGE

Signed:

\_\_\_\_\_ Date \_\_\_\_\_  
Licensee

\_\_\_\_\_ Date \_\_\_\_\_  
Grant Park Neighborhood Association Representative