

an Ordinance authorizing the Mayor and Recorder of  
the City of Albany to enter into a contract with (P.M. Inc.) for  
the building and construction of a rectangular building on land the  
same lies to the rear of the present office of the Recorder of Albany  
to fit with the offices now in said building to the City of Albany,  
the one, a. s. b. a. ninth and Webster's Avenue being Street  
number 150 and 151, the addition to the City of  
Albany, a. s. b. a. 120 feet to the north of the corner of said  
Building; the same being about twenty-five yards from Block No.  
a street, 18th Street; being in front of the other cornfield  
lot of said 15th and 151st Avenue, in a triangle at the center line of  
said 15th Avenue distance of 35 feet to point near the northern end  
of Garrison Road; also requiring it appear where the said main  
lateral, several intersect to the corners, lots 13, 131 and 33 in said block  
14 and running oblique westwardly to corner of lots 13 and 33, across  
Genesee Street and a. s. b. a. 120 feet between lots 148 a. s. b. 19th Street  
and 150 and 151st Avenue, a distance of 270 feet to the southwest  
corner of 15th Street, 151st Avenue, not far from the boundary line  
between Ballou & Litchfield and Board and Building lot line  
of 1880, just to upper to near the northern boundary line next to  
Sgt's Addition and Bryant Second Addition, according to  
the northern boundary corner of 15th Street, located as running  
northeast and south boundary line with corner of 15th Street, Ballou  
and Bryant Lots, extending to and nearly near the northern  
boundary line of Garrison Road, as in the City of Albany, New York,  
and being a total distance of .750 feet, 7 feet 6 inches to the north  
end of the same according to the plan, specification and notices filed  
in the Office of the Recorder of the City of Albany on the 12th day of  
January 1874.

Whereas, it was resolved by ordinance No. 10 of the City of Albany, New York, and  
by the Council for the 9th day of December, 1873, it was ordered that the aforesaid  
lateral, curvilinear, to be, built in, to meet to be made in accordance  
with the charter. Boundaries of the City of Albany. At the plans, specifications  
and estimates of the City of Albany, New York, in the slender of the City of  
Albany, and

Whereas, it was wished to ordinance that the Recorder of the City  
of Albany when there will for the making of such an account with the muni-  
cipal funds by law and be confirmed; and

Whereas, after due notice and advertisement previously made  
and given by the Recorder of the City of Albany according to said ordinance, on  
the 12th day of January, A. D. 1874, a copy of said ordinance to the Council of said City  
was read for confirmation and confirmed, which bill was read in due time

and in conformity with all the conditions imposed by law and by said ordinance, by which said bid said C. M. Swartley proposed to furnish all materials and implements and performs the labor necessary to make the above described improvement for the sum of \$1448<sup>00</sup>; and

Whereas, C. M. Swartley was the lowest bidder for said proposed work and said bid was the lowest and best therefore,

Therefore

The People of the City of Albany Do Ordain As Follows:

Section 1. That the said bid of said C. M. Swartley for said improvement is and the same is hereby accepted and the Mayor and Recorder of the City of Albany are hereby authorized to enter into a contract in writing with the said C. M. Swartley, for the making of said improvement as aforesaid on behalf of the City of Albany, Oregon, upon the terms and conditions in said ordinance, advertisement and bid specification mentioned. Said contract shall provide that the work on said sewer shall commence within ten days after the signing of said contract and be prosecuted with such vigor that all the work embraced in said contract shall be entirely completed on or before the 1st day of August, 1915; and the City of Albany, Oregon, shall be deemed to suffer damages to the extent of \$2.50 per day for each and every day the work is delayed beyond said specified time.

Said contract shall further provide that the said C. M. Swartley shall promptly, as due, make payment to all persons supplying to the said C. M. Swartley labor or material for the prosecution of the hereinabove described work and that the said C. M. Swartley shall not permit any lien or claim to be filed or prosecuted against the City of Albany for or on account of any material or labor furnished for the said work.

The said C. M. Swartley shall furnish a penal bond in the sum of \$800.00, with good and sufficient securities to be approved by the Mayor of the City of Albany, to secure the faithful performance of all the obligations of said contract on the part of said C. M. Swartley and particularly against any claims or lien for labor work or material on the part of any person arising out of said contract.

Attest:

F. L. Van Tassel

Recorder of the City of Albany, Oregon.

Dated the Fourteenth May 14, 1915  
Approved May 14, 1915.

L. M. Lovell  
1/1/15

## CITY RECORDER'S CERTIFICATE

*State of Oregon,*      /  
*County of Linn*      / ss.

I, F. E. Van Tassel, Recorder of the City of Albany, Linn County, and State of Oregon, do hereby certify that the foregoing annexed copy of Ordinance No. 778.....

..... has been by me carefully compared with the original Ordinance Bill No. 874..... now on file in my office, and that it is a true and correct copy of all and the whole of said Ordinance. Bill No. 874 was passed by the Council of the City of Albany, Oregon..... May 12th, 1915.....

(Witness, my hand and official signature and the seal of the City of Albany, this ..... 13th day of ..... May ..... 1915.)

*F. E. Van Tassel*

Recorder of the City of Albany.