

ORDINANCE No. 1365

An ordinance authorizing and directing the Mayor and Recorder of the City of Albany to execute a contract on behalf of said City with A.M.Bilyeu for the use of the Albany Airport for the purpose of conducting a school of aeronautics thereon.

THE PEOPLE OF THE CITY OF ALBANY DO ORDAIN AS FOLLOWS:

Section 1. That the Mayor and Recorder of the City of Albany are hereby authorized and directed to execute a contract on behalf of said City with A.M.Bilyeu for the use of the Albany Airport for the purpose of conducting a school of aeronautics thereon, which said contract shall be substantially as follows:

*THIS AGREEMENT made and entered into this _____ day of January, 1932, by and between the City of Albany, Oregon, a municipal corporation, hereinafter designated as party of the first part, and A.M.Bilyeu, hereinafter designated as party of the second part.

WITNESSETH:

That for and in consideration of the mutual agreements herein expressed, the agreement of the one party being in consideration of the agreement of the other, the party of the first part does hereby grant unto the party of the second part the right and privilege to use and occupy the Albany Airport and hangar for a period of two years, commencing on the date hereof, for the purpose of conducting a school of instruction in aeronautics by the party of the second part, for which said use and occupancy the party of the second part agrees as follows:

- 1st. To establish and maintain on said Airport property an adequate first aid airplane repair service and to keep on hands at all times an adequate supply of gasoline and oil for the use of aircraft.
- 2. To install in the hangar on said premises a telephone and electric light service, and to pay for such service as the charges therefor become due and payable.
- 3. To keep the hangar on said premises open and accessible to the public at all reasonable times.
- 4. To keep the runways on the landing field in first class landing condition and all portions of said premises neat and clean and not allow the same to become in anyway dilapidated or run down; it being understood that the City of Albany will furnish the second party with such tools and equipment as may be necessary for the purpose of keeping said field in good landing condition and the second party to furnish the labor and fuel for such purpose without expense to said City.
- 5. To keep a competent person on duty on said premises continuously at all hours of the day and night.
- 6. To collect all rentals, fees, service charges and fees arriving from other activities on said airport due the Airport as the same may be determined from time to time by the Council, and to account for all money coming into his hands belonging to the City of Albany, and to pay the same over to the Recorder of said City on or before the date of the first regular meeting of the Council in each month.

It is hereby understood and agreed that any and all activities which may take place on said Airport shall be under the direct supervision and control of the Airport committee of the City Council of the City of Albany, and the party of the second part shall not interfere with such activities or participate in the management of the same except with the advice and consent of the Airport committee.

That the party of the second part shall make no alterations or repairs to the building on said premises without the consent of the Airport committee, and will not misuse or illtreat said premises or any of the structures or buildings thereon and will not commit waste on said premises, and at the termination of this lease by expiration or otherwise will leave said premises in first-class condition.

It is also understood and agreed that the party of the second part may, during the term of this agreement, use the hangar on said premises for the storage of his own airplanes without the payment of storage fees.

This agreement may be terminated by either party hereto upon giving to the other party thirty days written notice of intention to so terminate the same.

It is also understood and agreed that the party of the second part will not sell, assign, transfer or sublet or otherwise dispose of his rights and interest in and to said premises derived by him by, through or under this agreement to any one without the written consent of the Council of the City of Albany.

Should the party of the second part fail to comply with any of the provisions of this agreement or in any way neglect or illtreat the buildings or structures thereof or abandon or nullify this contract then the same shall be and become immediately null and void and of no further effect and the Council of the City of Albany may thereupon declare the same forfeited without notice to the party of the second part.

It is understood and agreed that the rights and privileges provided for in this agreement are in no wise to be regarded as exclusive, and the party of this first part may at any time grant like, further and different privileges to any other person or persons without the consent of the party of the second part.

IN WITNESS WHEREOF this agreement is executed in duplicate on this the day and year first above written.

Passed by the Council January 12, 1932
Approved by the Mayor January 12, 1932

VIRGIL L. CALAVAN,
Mayor

Attest:

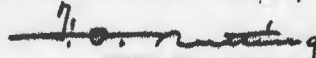
F.P.Nutting,
Recorder of the City of Albany, Oregon.

ORDINANCE NO. 1356

STATE OF OREGON,
County of Linn,

ss. I, F.P. Nutting, Recorder of the City of Albany, Linn County, Oregon, do hereby certify that the foregoing and annexed copy of Ordinance No. 1355 has been by me carefully compared with the original Ordinance Bill No. 1457, now on file in my office, and that it is a true and correct copy of all of said Ordinance Bill No. 1457, passed by the Council January 12, 1932 and approved by the Mayor January 12, 1932.

Witness my hand and official signature and the seal of the City of Albany this 15th day of January, 1932.


City Recorder

ORDINANCE NO. 1356.

An ordinance providing for a commission for the city of Albany, Oregon, to be known and designated as the "City Planning Commission."

THE PEOPLE OF THE CITY OF ALBANY DO ORDAIN AS FOLLOWS:

Section 1. That there be and is hereby created a commission for the City of Albany, Oregon, to be known and designated as the "City Planning Commission," the creation, organization, powers and duties of which shall be provided for in Chapter XVI Oregon Code 1930.

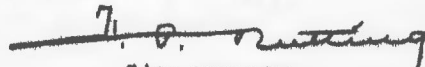
Passed by the Council March 9, 1932.
Approved by the Mayor March 9, 1932.

V.L. CALAVAN,
Mayor.

STATE OF OREGON,
County of Linn,

ss. I, F.P. Nutting, Recorder of the City, of Albany, Linn County, Oregon, do hereby certify that the foregoing and annexed copy of Ordinance No. 1356 has been by me carefully compared with the original Bill No. 1458, now on file in my office, and that it is a true and correct copy of all of said Ordinance Bill No. 1458, passed by the Council March 9, 1932 and approved by the Mayor March 9, 1932.

Witness my hand and official signature and the seal of the City of Albany this 11th day of March, 1932.


City Recorder.