

ORDINANCE No. 1370

An Ordinance authorizing the Mayor and Recorder of the City of Albany, Oregon, to enter into a contract in writing with Cecil R. Wicks for the use and occupancy of the Albany Airport.

The people of the City of Albany do ordain as follows:

Section 1. That the Mayor and Recorder of the City of Albany, Oregon, are hereby authorized and directed to enter into a contract in writing with Cecil P. Wicks for the use and occupancy of the Albany Airport by the said Cecil R. Wicks for a period not exceeding two years, which said contract shall be substantially in the following form, to-wit:

THIS AGREEMENT ~~is hereby~~ made and entered into this 26th day of January, 1933, by and between the City of Albany, Oregon, a municipal corporation, hereinafter designated as party of the first part, and Cecil R. Wicks, 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 use and occupancy the party of the second part agrees as follows:

1. 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 an 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 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 ~~and to allow~~ the same in anyway to become 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 a 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 ~~in~~ 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 thereon, 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 the 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.

It is understood and agreed that the Council of the City of Albany may adopt such rules, schedules ~~covering~~ covering the Airport as to it may seem expedient and to furnish the second party with copies of the same for the second party's use in and about the hangar and it shall be the duty of the party of the second part to enforce such rules, regulations and schedules strictly and to report to the Airport committee promptly of any violations thereof.

It is further understood and agreed that the second party shall collect from all persons who may engage in carrying passengers, for hire in airplanes operating from the airport as a base ten percent of all fares charged such passengers, as provided in the rules of the Council covering the Airport; and

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It is further understood and agreed that no intoxicating liquor of any description shall be permitted on the airport premises by any person or persons whomsoever, and that the second party herein is hereby authorized to prohibit any one on the airport premises in the possession of intoxicating liquor or in an intoxicated condition.

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

CITY OF ALBANY, OREGON,  
By W.L.JACKSON, Mayor  
Attest:-----  
Recorder.  
Party of the first part.

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Party of the second part.

Passed by the Council January 25, 1933.  
Approved by the Mayor January 25, 1933.


W.L.JACKSON,  
Mayor.

Attest: F.P.Nutting,  
City Recorder.

STATE OF OREGON,  
County of Linn,

sa. 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. 1370 has been by me carefully compared with Ordinance Bill No. 1473, now on file in my office, and that it is a true and correct copy of all of said Ordinance Bill No. 1473, passed by the Council January 25, 1933 and approved by the Mayor January 25, 1933.

Witness my hand and official signature and the seal of the City of Albany this 27th day of January, 1933.

  
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City Recorder