

ORDINANCE BILL NO. 1 for 1949

ORDINANCE NO. 682

AN ORDINANCE AUTHORIZING THE MAYOR AND RECORDER OF THE CITY OF LEBANON TO ENTER INTO A CONTRACT OF LEASE WITH THE JUNIOR CHAMBER OF COMMERCE OF LEBANON, OF CITY PROPERTY FOR A SOFTBALL FIELD FOR A TERM OF FIVE YEARS, AND DECLARING AN EMERGENCY.

WHEREAS the Junior Chamber of Commerce of Lebanon, Oregon has made an offer to the City of Lebanon to lease for a period of five years City property adjacent to the Santiam River for a softball field and to improve the premises and install thereon a lighting system which shall be turned over to the City at the time of the expiration of this lease, and

WHEREAS in the judgment of the City Council such lease is for the benefit of the City, and said property is not needed for public use,

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

That the mayor and recorder of the City of Lebanon be, and they are hereby authorized and directed to enter into a written contract of lease substantially as hereinafter set forth in the name of the City of Lebanon, Oregon, with the Junior Chamber of Commerce of Lebanon, Oregon, a non-profit corporation, for lease to the said Junior Chamber of Commerce of Lebanon, for use as a softball field for a term of five years from the date of the execution thereof which said written contract shall be executed in duplicate in behalf of the City of Lebanon, Oregon, by the mayor and attested by the recorder as soon as possible after this ordinance shall be in force and shall be dated as the date of its execution and be substantially in words and figures as follows, to-wit: .

This agreement made and executed in duplicate this day of January, 1949, between the City of Lebanon, a municipal corporation in Linn County, State of Oregon, hereinafter designated as "the City", and the Junior Chamber of Commerce of Lebanon, a non-profit corporation incorporated under the laws of the state of Oregon and duly authorized to transact business in the state of Oregon, hereinafter designated as "the Chamber", WITNESSETH:

The City does by these presents lease to the Chamber for a period of five years from the date hereof the following described real property:

Beginning at a 1" Iron pipe which is North 44.73 feet and East 351.88 feet from the Southwest corner of the James Ridgeway D. L.C. No. 46 in T.12 S., R.2 W. of the will. Mer. in Linn County, Oregon; and running thence N.9° 25'E. 472.56 feet to a 1" Iron pipe, thence S.79° 23'E. 335.18 feet to a 1" Iron pipe, thence S.27° 17'W. 491.16 feet to a 1" Iron pipe on the Northerly right of way line of Market Road No. 20, thence N.79° 59'W. along said road line 184.42 feet to the place of beginning, containing 2.81 acres more or less according to the re-establishment of said road line.

for a softball field and for such other purpose as may be required to raise money for the purpose of improving and developing a softball field, and for any other recreational program which shall be for the benefit of the city, and for any other purpose for which the council gives its consent.

As consideration for this lease the Chamber shall improve the leased grounds and put the same in a shape suitable for playing softball and shall also install thereon electric lights sufficiently adequate for lighting the field for the playing of twilight softball. The lighting system shall be completely installed on or before July 1, 1949.)

The Chamber shall have the right to the free and unmolested possession and use of the leased premises without interference from the City, subject, however, to the right of the City through its police, officers or other employees to go upon the premises at any and all reasonable times for the purpose of inspecting and policing the same; and shall have the further right to do any and all things necessary in developing the leased premises for the purpose for which this lease is executed, (including the construction of grandstands, development of parking areas and other developments incidental to such enterprise.)

The Chamber shall at all times during the period of this lease, keep the premises clean and shall maintain the same in a good state of repair and whenever and wherever any construction, including light poles, light bulbs and equipment, shall become damaged or broken to the extent that such damage shall cause the appearance of the leased premises to become unsightly, or whenever any substance, debris or material shall become collected upon the leased premises, or any other thing happen to the premises which shall cause the same to become unsightly, the Chamber shall upon the request of the Mayor immediately repair the damage and/or cause to be removed the conditions which render the leased premises unsightly.

✓ The City shall have the right at any time during the term hereof to terminate this lease without cause. Provided, however, if the City elects to terminate the lease it shall notify the Chamber not less than six months prior to the date of such termination of its intention to terminate the lease, and shall at the time, or prior to the date set for the termination of the lease, tender to the Chamber the full amount of money actually expended by the Chamber in improving and developing the leased premises. If the City has given the Chamber the required six months' notice of its intention to terminate the lease, and it has tendered to the Chamber the amount of money theretofore expended by it in developing the leased premises, this lease shall be terminated on the date set forth in the notice by the City of its intention to terminate the lease, and thereafter the City shall be entitled to possession of the leased premises free and clear of any claims by the Chamber. Upon receipt of the notice of the City of its intention to terminate this lease by the Chamber, it shall forthwith furnish to the City invoices or receipts showing the cost to it of the development of its project, which shall be the measure of the amount required to be paid by the city to the Chamber in reimbursement for the Chamber's expenditures in developing the leased premises.

If at any time during the period of this lease any taxes shall be levied upon the leased premises, and if such levy be a lawful levy, the Chamber shall pay the taxes so levied promptly upon the date or dates that the same shall become due and payable.

The Chamber shall not assign this lease or sublet the leased premises or any portion thereof unless the City Council by ordinance authorizes such assignment, and any assignment or sublease made by the Chamber without such authorization shall be null and void. Provided, however, if the Chamber grants to a carnival or other similar organizations the right to use the leased premises, even though the Chamber is compensated therefore, such grant of right shall not violate the above provision of this lease.

✓ At the expiration of the term of this lease or earlier termination thereof, the Chamber shall turn the leased premises over to the City including all the structures theretofore constructed upon the premises by it, the lighting system, and all other improvements theretofore made by the Chamber upon the premises, and title thereto shall pass to the City and thereafter said improvements, structures, lighting system and other property shall belong to the City, free and clear of all claims of the Chamber.

So long as the Chamber keeps and performs the terms and conditions of this agreement upon its part to be kept and performed, it shall be entitled to quiet and unmolested possession of the leased premises as above set forth in this agreement without interference from the City; but if the Chamber neglects or refuses to so perform its part of this agreement or if the leased premises are abandoned by the Chamber at any time during the period of this lease, (or if it fails to cause the lighting system to be constructed on the leased premises within 30 days after the 1st day of July, 1949) or if the Chamber should assign or attempt to assign or sublet or attempt to sublet the leased premises in violation of this agreement, or if the Chamber shall without the consent of the City use the leased premises for any purpose other than in this lease specified, then the City shall have the right to declare this contract of lease terminated and upon such declaration all of the right, title and interest vested in the Chamber in the leased premises shall cease and determine, and the City shall be re-vested of its former right in the premises the same as if this lease had never been made. A resolution passed by the City Council of the City of Lebanon setting forth the facts which will be grounds for terminating this lease and declaring this lease at an end shall, if the facts set forth in said resolution are true, constitute a declaration by the City that this lease has been terminated. The word "abandoned" as used in this paragraph shall mean the failure of the Chamber during any summer softball playing season to use the leased premises for the playing of softball games.

If this lease is terminated by the City for any of the causes above specified prior to the expiration of the five year term, the City shall be entitled to retain all of the property constructed or placed upon the leased premises by the Chamber, including the lighting system, the same as if this lease had continued to the end of the five-year term, and shall be under no obligation to pay to the Chamber the cost to them of such property and lighting system, as is provided for in the event of an earlier termination without cause.

IN WITNESS WHEREOF pursuant to Ordinance No. 682 passed by the City Council of the City of Lebanon, Oregon, on the 18th day of January, 1949, and pursuant to a resolution of the Board of Directors of the Junior Chamber of Commerce of Lebanon, the City has caused these presents to be signed by P. T. Tweed, Mayor of the City of Lebanon, and attested by Hilda Unger, Recorder of the City of Lebanon, and its corporate seal affixed, and the Junior Chamber of Commerce of Lebanon has caused this lease to be signed by its President and Secretary this day of January, 1949.

P. T. Tweed
Mayor

Attest Hilda Unger
City Recorder


JUNIOR CHAMBER OF COMMERCE OF LEBANON
By Richard Davis
President

William Olds
Secretary

WHEREAS it is important that this lease be executed immediately so that the Junior Chamber of Commerce of Lebanon can commence development of the project as soon as possible and it is essential for the public health, peace and safety of the residents of the City of Lebanon that the property to be leased to the Junior Chamber of Commerce be developed and utilized; therefore, an emergency hereby is declared to exist and this ordinance shall be in full force and effect from and after its passage by the common council.

PASSED by the Common Council the *18* day of January, 1949.

Signed by the Mayor the *18* day of January, 1949.


R. L. ...
Mayor of the City of Lebanon

ATTEST:

Ilda Genger
Recorder of the City of Lebanon