

ORDINANCE BILL NO. 13 for 1951

ORDINANCE NO. 812

AN ORDINANCE AUTHORIZING THE MAYOR AND RECORDER OF THE CITY OF LEBANON TO CANCEL THE LEASE BETWEEN THE CITY AND THE JUNIOR CHAMBER OF COMMERCE AND TO ENTER INTO A SIMILAR LEASE WITH THE LEBANON SOFTBALL ASSOCIATION DECLARING AN EMERGENCY.

WHEREAS the Junior Chamber of Commerce of Lebanon, Oregon is now holding under lease the real property hereinafter described and it is its desire to terminate the lease and to transfer to the City all of its right, title and interest in and the improvements made thereon by it, and

WHEREAS the Lebanon Softball Association wishes to lease the premises and an agreement has been entered into whereby the Junior Chamber of Commerce shall release all of its interest in said premises and,

WHEREAS it is the judgment of the City Council that it is for the best interest of said City that the lease of the Lebanon Junior Chamber of Commerce be cancelled and another lease be entered into with the Lebanon Softball Association and that the leased premises is not and will not, for the next three years be needed for public use, now

THEREFORE the people of the City of Lebanon do ordain as follows: That the Mayor and Recorder be and they are hereby authorized and directed to enter into two contracts, one with the Junior Chamber of Commerce of Lebanon and one with the Lebanon Softball Association. By the terms of the contract with the Junior Chamber of Commerce the lease now existing between it and the City shall be cancelled and all of its interest in the leased premises including improvements made by it shall be transferred to the City, and by the contract with the Lebanon Softball Association the premises now under lease to the Junior Chamber of Commerce shall be leased to the Lebanon Softball Association. The aforesaid contracts shall be executed in duplicate in behalf of the City of Lebanon by the Mayor and attested by the Recorder as soon as possible after this ordinance shall be enforced and shall be dated as of the date of its execution and shall be substantially in words and meaning as follows, to-wit:

This agreement of release made and entered into on this day of April, 1951, between the Junior Chamber of Commerce of Lebanon, Oregon, a non-profit corporation, hereinafter called the "Chamber" and the City of Lebanon, a municipal corporation, hereinafter called the "City", Witnesseth:

WHEREAS the Chamber wishes to cancel the contract of lease between the Chamber and the City executed on the 18th day of January, 1949, and is willing to transfer to the City all of its right, title and interest in and to the leased premises and the improvements made thereon by it, and

WHEREAS, the City has consented to the cancellation of the lease upon the condition that all of the right, title and interest of the Chamber in the aforesaid improvements are to be transferred to it.

NOW, THEREFORE, in consideration of the aforesaid premises the Chamber does, by these presents, release the City from further liability under the aforesaid lease and remises, releases and quit-claims unto the City all of its right, title and interest unto 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. 335.16 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, including all of the improvements placed, and/or constructed thereon by the Chamber.

the same being the premises described in the aforesaid lease. The City likewise releases the Chamber from further liability under said lease and it is agreed between the Chamber and the City that the said lease be and the same is hereby cancelled, annulled, revoked, and terminated and shall hereinafter be of no further force or effect.

IN WITNESS WHEREOF pursuant to Ordinance No. _____ passed by the City Council of the City of Lebanon, Oregon, on the _____ day of April, 1951, and pursuant to a resolution of the Board of Directors of the Lebanon Softball Association, the City has caused these presents to be signed by P.T. Tweed, Mayor of the City of Lebanon, and attested by Ilda 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 April, 1951.

ATTEST Ilda Unger
City Recorder

P.T. Tweed
Mayor

LEBANON SOFTBALL ASSOCIATION

By

President

Secretary

THIS AGREEMENT made and executed in duplicate this day of April, 1951, between the CITY OF LEBANON, a municipal corporation in Linn County, State of Oregon, hereinafter designated as "The City", and LEBANON SOFTBALL ASSOCIATION, 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 Association", WITNESSETH:

The City does by these presents lease to the Association for the period of time beginning with the date of the execution of this lease and terminating on December 31, 1953, 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. 48 in the 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 an 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.

The Association shall keep an accurate and strict accounting of all money received by it in connection with its use of the leased premises, and in connection with the operation of softball games of recreational programs played or engaged in on the leased premises, including all money received from admissions, concessions, and from the sale of soft drinks, confections, or other things which may be sold by it at softball games or other recreational exhibitions, and shall also keep a strict account of all disbursements by it made in connection with its use of the leased premises and in connection with the softball games or other recreational programs engaged in on the leased premises. On or before the 1st day of November of each year during the term hereof the Association shall furnish to the City a statement of its receipts and disbursements certified to by its Treasurer as a true and correct statement of such receipts and disbursements and shall, at the same time, pay over to the City the amount of its net income as shown by such statement.

Of the amount paid on November 1, 1951 to the City \$500.00 shall be set aside by it as a trust fund to be delivered to such person or persons as may be designed by the Board of Directors of the Association, to be held by such person or persons in trust for the Association. If, during the ensuing softball season, the Association operates at a loss, it shall be entitled to use as much of the \$500.00 as may be sufficient to take care of such loss. If the amount of net income on November 1, 1951 is less than \$500.00 the entire amount of such net income shall be allocated to the aforesaid trust fund. Any amounts in excess of \$500.00 shall be paid to the City on account of the rental due them under this contract. If, at the time of the accounting period on November 1, 1952, the Association shows a net profit for the season, the trust fund set up in 1951 will be carried over until 1953 and the entire net income for 1952 shall be paid to the City on account of the rental for that year. At the time of the accounting period on November 1, 1953, the balance due in the trust fund on that date, together with the net income for the year 1953, shall be paid to the City in a final settlement of the amount of rental due them under this lease.

It is expressly understood and agreed that the City is not a partner of the Association and any of the trust fund set up under this agreement to take care of the deficits incurred by the Association shall constitute an abatement by the City of the rental due to it from the Association and not in a sharing by the city of the Association's losses.

"Description"

for 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 the lease, the Association shall pay to the City its entire net income, as hereinafter defined, from the use and operation of the leased premises, such payments to be made at such times and in the manner hereinafter specified.

It is understood and agreed by the City and the Association that the Association shall be entitled to expend so much of its gross income as may be required to pay for utilities such as water and lights and for the salaries of such umpires or referees as may be required in connection with games played on the leased premises, and for the cost of material which will be required in making necessary repairs on the leased premises, and that no money will be paid to any member of the Association or any members of the ball teams or other recreational groups which shall use the leased premises in the form of wages, salaries, or otherwise for services performed by them or for materials furnished by them.

As a condition of this lease the Association agrees to be governed by a governing board of not more than five persons, one member of such board to be a member of the City Council of the City of Lebanon, another member to be a private citizen of the City of Lebanon who is not a member of the City Council, or the Junior Chamber of Commerce or of the Softball Association, this member is to be named by the Mayor of the City of Lebanon, and a third member to be a member of the Junior Chamber of Commerce. The other two members may be selected by the Association.

The Association 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 making required repairs, provided, however, that no major alterations or additions shall be made without the written consent of the City.

The Association 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 shall 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 Association 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 during the term hereof at any time to terminate this lease without cause upon giving to the Association a notice of its intention to terminate the lease not less than six months prior to the date of such termination. If the City should terminate this lease before the end of the term hereof all amounts due to the City by the Association shall be paid to the City on the date of such termination including the balance in the aforesaid trust fund, and the Association shall on the date of such termination make an accounting to the City as is hereinabove provided for. If the City has given the Association the required six months notice of its intention to terminate the lease this lease shall be terminated on the date set forth in the notice, and thereafter the City shall be entitled to possession of the leased premises free and clear of any claims of the Association.

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 Association shall pay the taxes so levied promptly upon the date or dates that the same shall become due and payable.

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

So long as the Association 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 Association neglects or refuses to so perform its part of this agreement or if the leased premises are abandoned by the Association at any time during the period of this lease, or if the Association fails to make the accounting required by this agreement, or make the payments to the City agreed by it to be paid, or fails to cause its Board of Directors to be composed of the members specified in this agreement, or if the Association should assign or attempt to assign or sublet or attempt to sublet the leased premises in violation of this agreement, or if the Association 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 Association in the leased premises shall cease and determine, and the City shall be re-vested of its power or 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 terminate. The work "abandoned" as used in this paragraph shall mean the failure of the Association during any summer softball playing season to use the leased premises for the playing of softball games.

IN WITNESS WHEREOF pursuant to Ordinance No. _____ passed by the City Council of the City of Lebanon, Oregon, on the day of April, 1951, and pursuant to a resolution of the Board of Directors of the Lebanon Softball Association, the City has caused these presents to be signed by P. I. Tweed, Mayor 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 April, 1951.



Mayor

Attest



City Recorder

LEBANON SOFTBALL ASSOCIATION

By

Secretary

President


WHEREAS it is essential for the public health, peace and safety of the residents of the City of Lebanon that the afore-said contracts be executed and be enforced immediately, therefore an emergency is hereby declared to exist and this ordinance should be in full force and effect from and after its passage by the Common Council.

PASSED by the Common Council the 17th day of April, 1951.

Signed by the Mayor the 18 day of April, 1951.



Mayor of the City of Lebanon

ATTEST: 

Recorder of the City of Lebanon

