

REGULAR MEETING

Monday, May 2, 1955, 6:30 P.M. CST

Whereas certain Councilmen indicated they would not be present for the meeting of Monday, May 2, 1955; and whereas there would not be sufficient Councilmen present to constitute a quorum, President Bright issued a call for a special meeting to be held Wednesday, May 4, 1955 at 6:30 P.M. CST, the purpose of said Special Meeting, as indicated on the notice to Councilmen, being to transact any and all business coming before the Council.

SPECIAL MEETING

Wednesday, May 4, 1955, 6:30 P.M. CST

The Common Council of the City of Indianapolis met in the Council Chamber at the City Hall, Wednesday, May 4, 1955, at 6:30 P.M. CST, with President Bright in the chair, pursuant to the following call:

TO THE MEMBERS OF THE COMMON COUNCIL,
INDIANAPOLIS, INDIANA

GENTLEMEN:

You are hereby notified that there will be a SPECIAL MEETING of the COMMON COUNCIL held in the Council Chamber on Wednesday, May 4, 1955 at 6:30 P.M. CST, the purpose of such SPECIAL MEETING being to receive communications from the Mayor and other city officials; receive committee reports on ordinances and other matters pending before the Council; receive ordinances and resolutions for introduction; to consider on second and/or third reading and/or for passage of ordinances now pending before the Council; to receive committee reports and to consider on second and/or third reading and/or for passage under suspension of the rules any ordinance

which has been introduced and is properly before the Council.

Respectfully,

JOS. E. BRIGHT,
President, Common Council

I, Grace M. Tanner, Clerk of the Common Council of the City of Indianapolis, Indiana, do hereby certify that I have served the above and foregoing notice to each and every member of the Common Council prior to the time of such SPECIAL MEETING, pursuant to the rules.

In Witness Whereof, I have hereunto affixed my signature and caused the seal of the City of Indianapolis to be affixed.

GRACE M. TANNER
City Clerk.

Which was read.

President Bright called the meeting to order.

The Clerk called the roll.

Present: Mr. Brown, Mr. Ehlers, Mr. Eltzroth, Mr. Emhardt, Mr. Radel, Mr. Schumacher, Mr. Wallace, Mr. Wicker, President Bright.

The reading of the Journal for the previous meeting was dispensed with on motion of Mr. Ehlers, seconded by Mr. Emhardt.

COMMUNICATIONS FROM THE MAYOR

April 20, 1955

TO THE MEMBERS OF THE COMMON COUNCIL,
OF THE CITY OF INDIANAPOLIS:

Gentlemen:

I have this day approved with my signature and delivered to the City Clerk, Mrs. Grace M. Tanner, the following ordinances:

APPROPRIATION ORDINANCE NO. 6, 1955 (As Amended)

An ordinance appropriating the sum of Three Thousand One Hundred Sixty Dollars and Thirty-three Cents (\$3,160.33) from the anticipated, estimated, unexpended and unappropriated 1955 balance of the General Fund of the City of Indianapolis to certain designated funds and items in the Office of Civil Defense, created by virtue of the 1955 Budget (General Ordinance No. 109, 1954, as amended), declaring an emergency, and fixing a time when the same shall take effect.

APPROPRIATION ORDINANCE NO. 7, 1955

An ordinance of the City of Indianapolis, Indiana, appropriating the sum of One Million (\$1,000,000.00) Dollars to pay the cost of new bridges, grade separations, street widening, resurfacing and/or improvement as part of the thoroughfare plan, and construction of a building for the Street Commissioner's Department in said city, and all preliminary and necessary expenses incurred in connection therewith.

APPROPRIATION ORDINANCE NO. 8, 1955

An ordinance appropriating, transferring, reappropriating and reallocating a certain sum, Tax Levy Money, from certain designated items and funds of the Department of Public Safety, Municipal Dog Pound, as appropriated under the 1955 Budget (General Ordinance No. 109, 1954, as amended), to a certain other designated item and fund therein, declaring an emergency, and fixing a time when the same shall take effect.

APPROPRIATION ORDINANCE NO. 9, 1955

An ordinance appropriating the sum of Two Hundred Fifty (\$250.00) Dollars from the anticipated, estimated, unexpended and unappropriated 1955 balance of the Parking Fund (Parking Meter Fund) of the City of Indianapolis to certain designated funds and items in the Department of Off-Street Parking, created by virtue of the 1955 Budget (General Ordinance No. 109, 1954, as amended), declaring an emergency, and fixing a time

when the same shall take effect.

GENERAL ORDINANCE NO. 27, 1955 (As Amended)

An ordinance to amend Section 11-103(a) of Title 11, Chapter 1, of the Municipal Code of Indianapolis, 1951, said Title 11, Chapter 1 being commonly known as the Zoning Code of the City of Indianapolis, Indiana, and fixing a time when the same shall take effect.

SPECIAL ORDINANCE NO. 7, 1955

An ordinance authorizing the Board of Flood Control Commissioners of the City of Indianapolis, Indiana, through their duly authorized Purchasing Agent, to sell certain real estate belonging to the City of Indianapolis, and fixing a time when the same shall take effect.

Respectfully,

ALEX. M. CLARK,
Mayor

COMMUNICATIONS FROM CITY OFFICIALS

May 4, 1955

To the President and Members
of the Common Council of the
City of Indianapolis

Gentlemen:

In Re: Appropriation Ordinance No. 10, 1955

Pursuant to the laws of the State of Indiana, I caused "Notice to Taxpayers" to be inserted in the following newspapers, to wit:

A.O. No. 10, 1955—The Indianapolis Star and The Indianapolis Commercial—Thursday, April 21 and 28, 1955,

that taxpayers would have the right to be heard on the above ordinance at the meeting of the Common Council to be held at 6:30 P.M.

May 4, 1955]

City of Indianapolis, Ind.

237

CST May 4, 1955 and by posting copies of said notice at the City Hall, Court House and Police Station ten days or more prior to date of hearing.

Very truly yours,

GRACE M. TANNER,
City Clerk

May 4, 1955

To the President and Members
of the Common Council of the
City of Indianapolis

Gentlemen:

In Re: General Ordinance No. 27, 1955 (As Amended)

Pursuant to the laws of the State of Indiana, I caused publication to be inserted in the following newspapers:

G.O. No. 27, 1955 As Amended—The Indianapolis News
and The Indianapolis Times—Friday, April 22, and 29th,
1955,

and that said ordinance is in full force and effect eight days after the last publication date and compliance with any laws pertaining thereto.

Very truly yours,

GRACE M. TANNER,
City Clerk

May 4, 1955

To the President and Members
of the Common Council of the
City of Indianapolis

Gentlemen:

In Re: General Ordinances Nos. 40, 41, 42 and 43, 1955

Pursuant to the laws of the State of Indiana, I caused to be published on Friday, April 22, 1955 in The Indianapolis News and The Indianapolis Times "Notice to Interested Citizens" that

G.O. Nos. 40, 41 and 43, 1955 hearing was set before the Common Council May 16, 1955 and

G.O. No. 42, 1955 was set for hearing before the Common Council May 4, 1955.

Very truly yours,

GRACE M. TANNER,
City Clerk

April 28, 1955

To the President and Members of the Common Council

Gentlemen:

In Re: G.O. No. 45, 1955 to establish city zoning classifications in recently annexed territory within boundaries of Keystone Avenue, Kessler Boulevard, East Drive, the Nickel Plate Railroad, and 53rd Street.

Submitted herewith are copies of the subject ordinance, which was given a public hearing after due public notice by the City Plan Commission at its meeting of April 25, 1955, resulting in unanimous approval by the Commission which therefore requests and recommends the passage of said ordinance as herewith submitted.

The zoning proposed is for U3 or Business from Keystone Avenue to Tacoma Avenue between 53rd Street and Armour Avenue, and also from Keystone Avenue to the first alley east thereof, between Armour Avenue and 54th Street. All the rest of this annexed area is proposed to be zoned U1 or Dwelling House, with an A2 or 4800 Square Feet Area requirement except for the lots adjacent to Kessler Boulevard East Drive, which are proposed to have an A1 or 7500 Square Feet Area requirement.

NOBLE P. HOLLISTER
Executive Secretary
City Plan Commission

May 4, 1955]

City of Indianapolis, Ind.

239

May 4, 1955

To the Honorable President and Members of the
Common Council of the City of Indianapolis, Indiana

Gentlemen:

Transmitted herewith are twenty-four (24) copies of Appropriation Ordinance No. 11, 1955, appropriating the sum of One Hundred Thousand (\$100,000.00) Dollars from the anticipated, estimated, unexpended and unappropriated 1955 balance of the General Fund of the City of Indianapolis to a certain designated fund and item in the Department of Aviation, Board of Aviation Commissioners, Weir Cook Municipal Airport.

Very truly yours,

CHARLES P. EHLERS
Councilman

May 4, 1955

To the Honorable President and Members of the
Common Council of the City of Indianapolis, Indiana

Gentlemen:

Transmitted herewith are twenty-four (24) copies of Appropriation Ordinance No. 12, 1955, appropriating, transferring, reappropriating and reallocating the sum of Three Thousand (\$3,000.00) Dollars, Tax Levy Money, from a certain designated item and fund of the Department of Redevelopment to certain other designated items and funds therein.

Very truly yours,

CHARLES P. EHLERS
Councilman

May 4, 1955

To the Honorable President and Members of the
Common Council of the City of Indianapolis, Indiana

Gentlemen:

Transmitted herewith are twenty-four (24) copies of General Ordinance No. 44, 1955, authorizing the Department of Public Safety to purchase two (2) Aerial Trucks as per specifications, to be used by the Fire Department.

Very truly yours,

GLENN W. RADEL
Councilman

May 4, 1955

To the President and Members
of the Common Council of the
City of Indianapolis

Gentlemen:

Submitted herewith are 24 copies of General Ordinance No. 45, 1955, amending the Zoning Code to establish city zoning in recently annexed territory within boundaries of Keystone Avenue, Kessler Blvd., East Drive, the Nickel Plate Railroad and 53rd Street.

Very truly yours,

JOSEPH C. WALLACE
Councilman

May 4, 1955

To the Honorable President and Members of the
Common Council of the City of Indianapolis, Indiana

Gentlemen:

Transmitted herewith are twenty-four (24) copies of General Ordinance No. 46, 1955, amending Title 11, Chapter 1 of the Municipal Code of Indianapolis, 1951, commonly known as the Zoning Code of the City of Indianapolis to zone the property on both sides of West

May 4, 1955]

City of Indianapolis, Ind.

241

16th Street between Holmes and Warman Avenues for a U-3, H-3 Business District.

Very truly yours,

JOSEPH A. WICKER
Councilman

May 4, 1955

To the Honorable President and Members of the
Common Council of the City of Indianapolis, Indiana

Gentlemen:

Transmitted herewith are twenty-four (24) copies of General Ordinance No. 47, 1955, award of contract for the Public Lighting Contract beginning July 1, 1955 and ending July 1, 1960.

Very truly yours,

CHARLES P. EHLERS
Councilman

May 4, 1955

To the Honorable President and Members of the
Common Council of the City of Indianapolis,

Gentlemen:

Transmitted herewith are twenty-eight (28) copies of Special Ordinance No. 10, 1955, annexing certain contiguous territory to the City of Indianapolis.

Very truly yours,

CHARLES P. EHLERS
Councilman

Mr. Ehlers asked for recess. The motion was seconded by Mr. Radel and the Council recessed at 6:45 P.M. CST.

At this time those present were given an opportunity to be heard on Appropriation Ordinance No. 10, 1955, General Ordinances Nos. 34, 35, 36, 37, 38, 39, 42, 1955 and Special Ordinance No. 9, 1955.

The Council reconvened at 8:00 P.M. CST with the same members present as before.

COMMITTEE REPORTS

Indianapolis, Ind., May 4, 1955

To the President and Members of the Common Council
of the City of Indianapolis, Indiana

Gentlemen:

We, your Committee on Finance to whom was referred **Appropriation Ordinance No. 10, 1955**, entitled

AN ORDINANCE appropriating \$35,000.00 from the general fund to Fund 26—Dept. of Public Parks,

beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

CHARLES P. EHLERS, Chairman
CARTER W. ELTZROTH
J. WESLEY BROWN
GLENN W. RADEL
JOHN A. SCHUMACHER

Indianapolis, Ind., May 4, 1955

To the President and Members of the Common Council
of the City of Indianapolis, Indiana

Gentlemen:

We, your Committee on Public Works to whom was referred **General Ordinance No. 34, 1955**, entitled

AN ORDINANCE establishing a loading zone for Continental Hotel, 410 N. Meridian St., 25 ft.,

beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

CARTER W. ELTZROTH, Chairman
CHARLES P. EHLERS
GLENN W. RADEL
JOSEPH C. WALLACE
CHRISTIAN J. EMHARDT

Indianapolis, Ind., May 4, 1955

To the President and Members of the Common Council
of the City of Indianapolis, Indiana

Gentlemen:

We, your Committee on Public Safety to whom was referred General Ordinance No. 35, 1955, entitled

AN ORDINANCE authorizing the purchase of 1 Ford chassis, cab and body from C. T. Foxworthy Co., for the Traffic Engineer—\$8,824.00,

beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

GLENN W. RADEL, Chairman
CARTER W. ELTZROTH
CHARLES P. EHLERS
JOSEPH A. WICKER
JOSEPH C. WALLACE

Indianapolis, Ind., May 4, 1955

To the President and Members of the Common Council
of the City of Indianapolis, Indiana

Gentlemen:

We, your Committee on Public Safety to whom was referred General Ordinance No. 36, 1955, entitled

AN ORDINANCE authorizing the purchase of 1 Road Marker from Deeds Equipment for Traffic Engineer—\$2,445.00,

beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

GLENN W. RADEL, Chairman
 CARTER W. ELTZROTH
 CHARLES P. EHLERS
 JOSEPH A. WICKER
 JOSEPH C. WALLACE

Indianapolis, Ind., May 4, 1955

To the President and Members of the Common Council
 of the City of Indianapolis, Indiana

Gentlemen:

We, your Committee on Public Safety to whom was referred General Ordinance No. 37, 1955, entitled

AN ORDINANCE limiting parking to 1½ hours on College Ave. and on 52nd St.,

beg leave to report that we have had said ordinance under consideration, and recommend that the same be held for further consideration.

GLENN W. RADEL, Chairman
 CARTER W. ELTZROTH
 CHARLES P. EHLERS
 JOSEPH A. WICKER
 JOSEPH C. WALLACE

Indianapolis, Ind., May 4, 1955

To the President and Members of the Common Council
 of the City of Indianapolis, Indiana

Gentlemen:

We, your Committee on Public Safety to whom was referred General Ordinance No. 38, 1955, entitled

AN ORDINANCE authorizing the purchase of 2,000 octagon blank plates from Lyle Signs, Inc., for the Traffic Engineer—\$3,880.00,

beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

GLENN W. RADEL, Chairman
CARTER W. ELTZROTH
CHARLES P. EHLERS
JOSEPH A. WICKER
JOSEPH C. WALLACE

Indianapolis, Ind., May 4, 1955

To the President and Members of the Common Council
of the City of Indianapolis, Indiana

Gentlemen:

We, your Committee on Finance to whom was referred General Ordinance No. 39, 1955, entitled

AN ORDINANCE increasing permit and inspection fees, penalties
—Bureau of Buildings,

beg leave to report that we have had said ordinance under consideration, and recommend that the same be held for further consideration.

CHARLES P. EHLERS, Chairman
CARTER W. ELTZROTH
J. WESLEY BROWN
GLENN W. RADEL
JOHN A. SCHUMACHER

Indianapolis, Ind., May 4, 1955

To the President and Members of the Common Council
of the City of Indianapolis, Indiana

Gentlemen:

We, your Committee on Parks to whom was referred General Ordinance No. 42, 1955, entitled

AN ORDINANCE establishing zoning to U1 and U3—southeast corner 30th St. and Georgetown Road, 40 acres (Annexed S.O. No. 2, 1955),

beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

J. WESLEY BROWN, Chairman
JOHN A. SCHUMACHER
CHARLES P. EHLERS
CHRISTIAN J. EMHARDT
JOSEPH A. WICKER

Indianapolis, Ind., May 4, 1955

To the President and Members of the Common Council
of the City of Indianapolis, Indiana

Gentlemen:

We, your Committee on Public Health to whom was referred Special Ordinance No. 9, 1955, entitled

AN ORDINANCE annexing 6 parcels, northwest side, approximate area, 16th to 34th Sts., Lafayette Rd. to Town of Speedway and Georgetown Road, approx. 646.42 acres,

beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

JOHN A. SCHUMACHER, Chairman
J. WESLEY BROWN
GLENN W. RADEL
CHRISTIAN J. EMHARDT
JOSEPH C. WALLACE

INTRODUCTION OF APPROPRIATION ORDINANCES

By Councilman Ehlers:

APPROPRIATION ORDINANCE NO. 11, 1955

AN ORDINANCE appropriating the sum of One Hundred Thousand

(\$100,000.00) Dollars from the anticipated, estimated, unexpended and unappropriated 1955 balance of the General Fund of the City of Indianapolis to a certain designated fund and item in the Department of Aviation, Board of Aviation Commissioners, Weir Cook Municipal Airport, created by virtue of the 1955 Budget (General Ordinance No. 109, 1954, as amended), declaring an emergency and fixing a time when the same shall take effect.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF INDIANAPOLIS, INDIANA:

Section 1. That the sum total of One Hundred Thousand (\$100,000.00) Dollars from the anticipated, unexpended and unappropriated 1955 balance of the General Fund of the City of Indianapolis, be and the same is hereby appropriated and allocated to the following designated fund and item: in the Department of Aviation, Board of Aviation Commissioners, Weir Cook Municipal Airport, created by virtue of the 1955 Budget (General Ordinance No. 109, 1954, as amended), to wit:

DEPARTMENT OF AVIATION BOARD OF AVIATION COMMISSIONERS WEIR COOK MUNICIPAL AIRPORT

2. SERVICES—CONTRACTUAL

26. Contractual Services-----\$100,000.00

Section 2. The above appropriation is necessary because of the existing emergency requiring additional funds for the use of the Department of Aviation, Board of Aviation Commissioners, Weir Cook Municipal Airport, of the City of Indianapolis.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval by the Mayor, and compliance with all laws pertaining thereto.

Which was read for the first time and referred to the Committee on Finance.

By Councilman Ehlers:

APPROPRIATION ORDINANCE NO. 12, 1955

AN ORDINANCE appropriating, transferring, reappropriating and

reallocating a certain sum, Tax Levy Money, from a certain designated item and fund of the Department of Redevelopment, as appropriated under the 1955 Budget (General Ordinance No. 109, 1954, as amended), to certain other designated items and funds therein, declaring an emergency, and fixing a time when the same shall take effect.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF INDIANAPOLIS, INDIANA:

Section 1. That the sum total of Three Thousand (\$3,000.00) Dollars, now held in the following item and fund of the Department of Redevelopment, as appropriated under the 1955 Budget (General Ordinance No. 109, 1954, as amended), to wit:

DEPARTMENT OF REDEVELOPMENT

7. PROPERTIES

73. Land and Improvements.....\$3,000.00

be and the same is hereby reduced and transferred therefrom, re-appropriated and reallocated in the following items and funds, to wit:

DEPARTMENT OF REDEVELOPMENT

2. SERVICES—CONTRACTUAL

24. Printing and Advertising\$1,000.00
26-6. Legal Services..... 2,000.00

TOTAL\$3,000.00

Section 2. The above transfer and appropriation is necessary because of an existing emergency. There are sufficient funds by virtue of the above reduction in said budget to meet this appropriation and said appropriation will not result in any increase in the original budget.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval by the Mayor, and compliance with all laws pertaining thereto.

Which was read for the first time and referred to the Committee on Finance.

INTRODUCTION OF GENERAL ORDINANCES

By Councilman Radel:

GENERAL ORDINANCE NO. 44, 1955

AN ORDINANCE authorizing the Department of Public Safety to purchase, through its duly authorized purchasing agent, certain equipment to be paid for out of funds heretofore appropriated, and fixing a time when the same shall take effect.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF INDIANAPOLIS, INDIANA:

Section 1. That the Department of Public Safety of the City of Indianapolis be and it is hereby authorized and empowered to purchase, through its duly authorized purchasing agent, the following equipment to be used by the Fire Department as indicated. The said equipment is to be purchased from the lowest and best bidder, or bidders, whose bids have been received and opened in public by said Department after advertisement therefor, as provided by law, and the total cost of said equipment shall not exceed the sum of money heretofore appropriated for the use of said Department.

DEPARTMENT OF PUBLIC SAFETY
FIRE DEPARTMENT

Requisition No. 4989

Two (2) 100 ft. Aerial Trucks
per Specifications-----\$71,863.92
Maxim Motor Company, Middleboro, Mass.

Section 2. This ordinance shall be in full force and effect from and after its passage, approval by the Mayor, and compliance with all laws pertaining thereto.

Which was read for the first time and referred to the Committee on Public Safety.

By Councilman Wallace:

GENERAL ORDINANCE NO. 45, 1955

AN ORDINANCE to amend Section 11-103(a) of Title 11, Chapter 1. of the Municipal Code of Indianapolis, 1951, said Title 11, Chapter 1, being commonly known as the Zoning Code of the City of Indianapolis, Indiana, and fixing a time when the same shall take effect.

BE IT ORDAINED BY THE COMMON COUNCIL
OF THE CITY OF INDIANAPOLIS, INDIANA:

Section 1. That Section 11-103(a) of Title 11, Chapter 1, of the Municipal Code of Indianapolis, 1951, said Title 11, Chapter 1, being commonly known as the Zoning Code of the City of Indianapolis, Indiana, and in particular that the district or zone map and plats which are made a part of said Chapter 1, by reference, be and the same are hereby amended, supplemented and extended as to the U1 or Dwelling House District, the A1 or 7500 Square Feet Area District, and the H1 or 50 Feet Height District, so as to include the following described territory, to-wit:

Beginning at the intersection of the south right-of-way line of Kessler Boulevard, East Drive, and the east right-of-way line of Keystone Avenue; thence east with the south right-of-way line of Kessler Boulevard, East Drive a distance of 420 feet; thence north to the north right-of-way line of Kessler Boulevard, East Drive; thence east with said north right-of-way line to the northwesterly right-of-way line of the Nickel Plate Railroad; thence southwesterly with said railroad right-of-way line to a point 215 feet south of the south right-of-way line of Kessler Boulevard, East Drive; thence west and parallel with said south right-of-way line to the west property line of Rural Street; thence north 65 feet with said west line of Rural Street; thence west with the south line of Lot No. 400 in North Kessler Manor Extension Addition to the west line of said lot; thence north with the west line of said lot a distance of 20 feet; thence west and parallel with the south right-of-way line of Kessler Boulevard, East Drive, to the east line of Lot No. 425 in North Kessler Manor Extension Addition; thence south with the east line of said lot to the southeast corner thereof; thence west with the south line of said Lot No. 425 to the east right-of-way line of Keystone Avenue; thence north to the place of beginning.

Section 2. That Section 11-103(a) of Title 11, Chapter 1, of the Municipal Code of Indianapolis, 1951, said Title 11, Chapter 1, being commonly known as the Zoning Code of the City of Indianapolis, Indiana, and in particular that the district or zone map and plats which are made a part of said Chapter 1 by reference, be and the same are hereby amended, supplemented and extended as to the U1 or Dwelling House District, A2 or 4800 Square Feet Area District, and H1 or 50 Feet Height District, so as to include the following described territory, to-wit:

Beginning at the southwest corner of Lot No. 425 in North Kessler Manor Extension Addition; thence east with the south line of said lot to the southeast corner thereof; thence north with the east line of said Lot No. 425 a distance of 20 feet; thence east and parallel with the south right-of-way line of Kessler Boulevard, East Drive, to the west line of Lot No. 400 in North Kessler Manor Extension Addition; thence south with the west line of said Lot No. 400 a distance of 20 feet; thence east with the south line of said Lot No. 400 to the west property line of Rural Street; thence south with the west property line of Rural Street a distance of 65 feet; thence east and parallel with the south right-of-way line of Kessler Boulevard, East Drive, to the northwesterly right-of-way line of the Nickel Plate Railroad; thence southwesterly with said railroad right-of-way line to its intersection with the center line of Rural Street; thence north with the center line of Rural Street to the center line of 54th Street; thence east with the center line of 54th Street to the east property line of Rural Street extended south; thence north with the east property line of Rural Street to the north property line of 55th Street; thence west with the north property line of 55th Street to the west property line of Tacoma Avenue, thence south with the west property line of Tacoma Avenue to the south property line of 54th Street; thence east with the south property line of 54th Street to the west property line of Temple Avenue; thence south with the west property line of Temple Avenue to the north line of the first alley south of 54th Street; thence west with said north alley line to the west property line of Tacoma Avenue; thence south with the west property line of Tacoma Avenue to the center line of Armour Avenue; thence west with the center line of Armour Avenue to the east line of the first alley east of Keystone Avenue; thence north with said east alley line to the south line of 54th Street; thence west with the south line of 54th Street to the east property line of Key-

stone Avenue; thence north with the east property line of Keystone Avenue to the place of beginning.

Section 3. That Section 11-103(a) of Title 11, Chapter 1, of the Municipal Code of Indianapolis, 1951, said Title 11, Chapter 1, being commonly known as the Zoning Code of the City of Indianapolis, Indiana, and in particular that the district or zone map and plats which are made a part of said Chapter 1 by reference, be and the same are hereby amended, supplemented and extended as to the U3 or Business District, A2 or 4800 Square Feet Area District, and H1 or 50 Feet Height District, so as to include the following described territory, to-wit:

Beginning at the intersection of the north property line of 53rd Street and the east property line of Keystone Avenue; thence north with the east property line of Keystone Avenue to the south property line of 54th Street; thence east with the south property line of 54th Street to the east line of the first alley east of Keystone Avenue; thence south with said east alley line of the center line of Armour Avenue; thence east with the center line of Armour Avenue to the west property line of Tacoma Avenue; thence south with the west property line of Tacoma Avenue to the north property line of 53rd Street; thence west with the north property line of 53rd Street to the place of beginning.

Section 4. This ordinance shall be in full force and effect from and after its passage, approval by the Mayor, and publication according to law.

Which was read for the first time and referred to the Committee on Parks.

By Councilman Wicker:

GENERAL ORDINANCE NO. 46, 1955

AN ORDINANCE to amend Section 11-103 (a) of Title 11, Chapter 1, of the Municipal Code of Indianapolis, 1951, said Title 11, Chapter 1, being commonly known as the Zoning Code of the City of Indianapolis, Indiana, and fixing a time when the same shall take effect.

BE IT ORDAINED BY THE COMMON COUNCIL
OF THE CITY OF INDIANAPOLIS, INDIANA:

Section 1. That Section 11-103 (a) of Title 11, Chapter 1, of the Municipal Code of Indianapolis, 1951, said Title 11, Chapter 1, being known as the Zoning Code of the City of Indianapolis, Indiana, and in particular that the district or zone map and plats which are made a part of said Chapter 1 by reference, be and the same are hereby amended, supplemented and extended as to U-3 or Business District so as to include the following described territory, to-wit:

Beginning at the intersection of the west property line of Warman Avenue and the north property line of 16th Street; thence south with the west property line of Warman Avenue to the north line of the first alley south of 16th Street as extended west across Warman Avenue; thence east with said north alley line to the east property line of Holmes Avenue; thence north with the east property line of Holmes Avenue to the North line of the first alley north of 16th Street; thence west with said North alley line to the west property line of Warman Avenue; thence south to the place of beginning.

Section 2. This ordinance shall be in full force and effect from and after its passage, approval by the Mayor, and publication according to law.

Which was read for the first time and referred to the Committee on Parks.

By Councilman Ehlers:

GENERAL ORDINANCE NO. 47, 1955

AN ORDINANCE approving, ratifying and confirming the contract entered into on the 7th day of April, 1955, by and between the Indianapolis Power & Light Company, a corporation organized and existing under the laws of the State of Indiana, and the City of Indianapolis, Indiana, acting by and through its Board of Park Commissioners, with the approval of its Mayor, for lighting all boulevards, parkways, parks, bridges, buildings and all other public properties and for the furnishing and supplying of all electric current for light and power for all public buildings, public equip-

ment and other public places, all under the jurisdiction and control of the Board of Park Commissioners; and fixing a time when the same shall take effect.

WHEREAS, heretofore, to wit: on the 7th day of April, 1955, the City of Indianapolis, by and through its Board of Park Commissioners, with the approval of its Mayor, entered into the following contract and agreement with the Indianapolis Power & Light Company, an Indiana corporation, to wit: Public Lighting Contract (H.I.)

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF INDIANAPOLIS, INDANA:

Section 1. That the foregoing contract and agreement made and entered into by and between the Indianapolis Power & Light Company, an Indiana corporation, and the City of Indianapolis, Indiana, by and through its Board of Park Commissioners, on the 7th day of April, 1955, be and the same in all respects hereby is approved, ratified and confirmed.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

PUBLIC LIGHTING CONTRACT
OF
INDIANAPOLIS POWER & LIGHT COMPANY
WITH
CITY OF INDIANAPOLIS
DEPARTMENT OF PUBLIC PARKS

July 1, 1955 to July 1, 1960

ALEX M. CLARK

Mayor of the City of Indianapolis

HIRAM J. RAFFENSPERGER

PAUL E. RATHERT

EUGENE W. DORN

AGNES P. CONNOR

Board of Park Commissioners

PUBLIC LIGHTING CONTRACT

THIS MEMORANDUM OF AGREEMENT, made and entered into, in duplicate, this 7th day of April, 1955, by and between the Indianapolis Power & Light Company, a corporation organized and existing under the laws of the State of Indiana, hereinafter called the COMPANY, and the CITY OF INDIANAPOLIS, County of Marion, State of Indiana, hereinafter called the City, by and through its Board of Park Commissioners, hereinafter called the BOARD, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all acts supplemental or amendatory thereto,

WITNESSETH:

1. AGREEMENT:

That the Company, in consideration of the payments of the several sums of money, as hereinafter set forth, hereby covenants and agrees to furnish and supply said City of Indianapolis, in its corporate capacity, through its Board of Park Commissioners, with electric service of the kind and character and with electric lights of the number, kind, and standard hereinafter specified, and with such additional electric lights of the number, kind and standard which may be hereafter ordered installed by the Board, and to furnish and supply current for light and power for all public buildings, public equipment and other public places, all under the jurisdiction and control of the Board of Park Commissioners, including maintenance, as specified herein, upon the conditions and stipulations and subject to the limitations as hereinafter set forth; and the City, on its part, expressly covenants and agrees that it will not use light or power for the above purposes from any other source during the term of this contract.

2. COMPANY TO FURNISH EQUIPMENT:

That the Company shall furnish, for use in the performance of this contract, all the necessary materials, labor, plant, machinery and appliances, except such equipment as is now or hereafter may be owned by the City, and construct, operate and maintain the same in such parks, parkways, boulevards, subways and other public places in the park system of the City in such manner as the Board may from time to time direct during the life of this contract; provided, however, that the number of lights to be operated and maintained by the Com-

pany shall not be at any time less than that shown and set forth in the specifications attached hereto, marked "Exhibit A" and, by reference, made a part of this contract the same as if incorporated herein.

3. TERM OF CONTRACT:

That the contract term of this agreement for lighting the parks, parkways, boulevards and other public places of the City, as herein provided, shall begin at 12:00 o'clock noon on the 1st day of July, 1955, and continue for and during the term of five (5) years, ending at 12:00 o'clock noon on the 1st day of July, 1960.

4. WORK IN PARKS, PARKWAYS AND BOULEVARDS— MOVING POLES:

The work of construction, reconstruction or repair of any such part of the Company's plant and equipment as is located in any part of the parks, parkways, boulevards and other public places, including the cutting into and repair of boulevards, streets and pavement, the location or relocation of plant, lines, lamps, poles, conduits and all other equipment in the public parks, parkways, boulevards, public places and buildings, shall be done under the supervision and subject to the approval of the Board.

The Board reserves the right to order changes from time to time in the location of any part of the Park Lighting System or other equipment described in said Specifications, whenever such equipment is obstructing public improvements proposed by the City. The Company agrees that it will move, upon written direction of the Board, a maximum of ten (10) light standards, and five (5) overhead light poles (with equipment), each year during the term of this contract without making any charge for such changes.

In case the Company shall neglect or refuse to obey such orders of the Board with respect to moving light standards or poles without charge, the Board is hereby authorized to perform such work and charge the costs thereof to the Company and deduct the same from any moneys due or which may become due to the Company.

All other changes in location or portions of the Park Lighting System or other equipment described in the Specifications and located in parks, parkways, boulevards or other public places necessitated by proposed public improvements shall be made by the Company at the

expense of the City, such expense to be estimated in advance by the Company upon the basis set out in Section 7 of said Specifications.

No standards, poles, guy stubs or other portion of the Park Lighting System now located in parks, parkways, boulevards or other public places, or which may hereafter be located therein with the approval or at the direction of the Board, shall be relocated to suit the convenience of any private person, except upon written order of the Board. The expense of such change or relocation shall be estimated in advance by the Company, subject to the approval of the Board; and the Board, in the order directing the change, shall determine and fix the portion of such expense that the person requesting such change shall pay to the Company as a condition precedent to the same. The Company agrees that it will, as nearly as possible, restore or cause to be restored, all parks, parkways, boulevards and other public places to the same condition after the completion of any of its work as they were before being disturbed; that it will at all times make, or cause to be made, any and all repairs which may be necessary to any pavement or any park, parkway, boulevard or other public place by reason of the same having been excavated or disturbed by the Company in the prosecution of its work; that it will not, except upon emergencies, cut or enter into any park, parkway, boulevard or other public place without having first (a) prepared and filed maps, plans and specifications with the Board showing what is contemplated, (b) obtained the written consent, approval and permit of the Board thereto and (c) paid the permit fees required by ordinance. In the event the Company shall cut or enter into any park, parkway, boulevard or other public place for emergency repairs, the Company shall within twenty-four (24) hours or by the next business day thereafter, secure a regular permit from the Board covering such work and pay the permit fees provided by law.

5. PROTECTION ON WORK:

That the Company shall not at any time open or encumber any more of any park, parkway, boulevard or other public place than shall be necessary to enable it to perform the work of laying its wires, conduits, cables and other appurtenances with proper economy and efficiency, and any opening or encumbrance of any such park, parkway, boulevard or other public place shall not be permitted to remain for a longer period than may be necessary in the judgment of the Board; and the Company shall effectually guard all such openings and encumbrances with barricades and lights to protect against accidents or injury to any person by reason thereof.

6. CITY RESERVES RIGHTS IN STREETS:

That the City reserves to itself all rights and powers which are now and may hereafter be vested in its Common Council, Board of Park Commissioners or other Boards or officers concerning the regulation or the use of its parks, parkways, boulevards or other public places, to prevent obstructing, damaging or encumbering the same; to regulate and protect sewers; to control the digging into and excavating such parks, parkways, boulevards or other public places and to prohibit injury to the same; and reserves full right to exercise any and all its police powers at any time, and nothing contained herein shall be construed as to in any way abridge any of such powers.

7. COMPANY TO CONFORM TO ORDINANCES:

That the Company shall in all operations connected with the work of construction or the lighting herein contemplated and specified, or in furnishing current or light hereunder, and in all other matters, conform to and obey all city ordinances or laws controlling or limiting in any way the actions of those engaged upon the work or affecting the materials used. The Company shall take all necessary precautions for the protection of life and property.

8. CONTRACT SUBJECT TO LAWS AND ORDINANCES:

That this contract, in all matters not herein specified, shall be subject to the provisions of the Acts of the General Assembly of the State of Indiana and the Ordinances of the Common Council of the City of Indianapolis, so far as they are applicable hereto.

9. INDEMNITY OF PATENTS AND SUITS:

That the Company shall indemnify and save harmless the City of Indianapolis, its officers and employees, from the payment of any and all damages, costs, expense, royalties, patent fees, attorneys' fees or any sum of money whatsoever becoming due and payable by reason of any actions, claims, demands, rights of action or proceedings arising out of any infringement or alleged infringement or use of any patent or patented or copyrighted device, article, system or arrangement that may be used by the Company on Company owned or leased equipment in the execution of this contract; but the Company shall have reasonable written notice of any claim, action or suit brought against the City and/or its officers or employees, on account of any such matters, and shall have the right to appear and defend against the same and

demand and prosecute appeals therein; and upon such written notice by the City, the Company shall appear and defend such action and pay any expense incurred and any costs and final judgment that may be recovered therein against the City.

10. LIABILITY:

The Company shall and hereby agrees to indemnify and save harmless the City, and/or its officers and employees, from and against all loss, damage and expense resulting from or caused by the negligence of the Company in the construction, repair and maintenance of its property and system, or any part thereof, used in connection with supplying electric energy in the performance of this contract, but the Company will not assume or acknowledge, and shall not be required to assume or acknowledge, any liability whatsoever for damages resulting from injury to or death of any person, or for damage to or destruction of any property, when the Company's only connection with such injury, death, damage or destruction or with the event or events resulting in such injury, deaths, damage or destruction, is established by proof that such injury, death, damage or destruction was caused, or the event or events resulting in injury, death, damage or destruction, was contributed to, by the failure for any reason or cause of any lamp or lamps in any part of the Park Lighting System in the City of Indianapolis to be lighted or to be operated.

11. SPECIFICATIONS:

This contract is based upon the detailed specifications which are set forth or referred to in "Exhibit A" attached hereto and, by reference, made a part hereof.

12. RATES FOR SERVICE:

The City shall pay to the Company as full compensation for service supplied, as specified herein and in the specifications hereinbefore referred to, sums of money at the rates set forth in "Exhibit B" attached hereto and, by reference, made a part of this contract the same as if incorporated herein.

13. BILLS PAYABLE:

The rates or sums due the Company for performing service according to the terms of this contract and at the prices set forth in "Exhibit B" shall be due and payable in monthly installments. The amount to be paid for service for any one month shall be due upon

presentation of bill therefor and shall be payable within thirty (30) days from date thereof. It is further agreed and stipulated that all forfeitures accruing and due the City for any reason, from time to time, under this contract, shall first be deducted from the rates or sums to be so paid by the City. Bills will be rendered monthly, by the Company to the Board, for services rendered under this contract. Prices quoted in "Exhibit B" are net and are subject to a three percent (3%) collection charge when not paid to the Company within thirty (30) days after date of bill.

14. ARBITRATION

In the event any disagreement or controversy shall arise or is in dispute under and respecting the interpretation of this contract, or any provisions contained herein, such disagreement or controversy shall be referred, upon written request of either party and notice thereof presented to the other party, to a Board of Arbitration consisting of three (3) competent disinterested persons appointed in the following manner:

One member of the Board of Arbitration shall be named by the Board; one member of the Board of Arbitration shall be named by the Company, and the two so named shall name the third member of said Board of Arbitration. The members named by the Board and the Company shall acknowledge their appointment, in writing, and copies of the acknowledgements shall be presented to each party within fifteen (15) days after date written request for arbitration was presented. In the event that the two members of the Board of Arbitration selected by the Company and the Board, as hereinabove provided, do not, within a period of ten (10) days after their appointment, jointly agree upon and name the third member of said Board of Arbitration, then and in that event such third member of the Board of Arbitration, upon written application of either party hereto, shall be appointed by the Chairman of the Public Service Commission of Indiana, who shall also fix the compensation to be paid to the member of said Board so appointed for any services performed, and the appointment so made and compensation so fixed shall be binding upon both parties. The Board of Arbitration so constituted shall have submitted to it all the facts and testimony with regard to such disagreement or controversy. After full hearing, at which all parties interested shall have the right to be present and heard, the majority decision of the Board of Arbitration shall be final and conclusive and binding upon the City and the Company, and said parties shall abide

by such decision and perform the conditions thereof as if the same were incorporated in and made a part of this contract. The expense of such arbitration, including the services of such third Arbitrator, shall be borne by the party requesting it, except in those cases where the Arbitrators decide in favor of the party making the request, whereupon such expense shall be equally divided between and borne by the City and the Company, but each party shall pay for the services of its own appointee at all times. Any expense chargeable to the City for such arbitration shall be paid from any funds available therefor.

15. SUBJECT TO PUBLIC SERVICE COMMISSION OF INDIANA :

This contract, including the rates and service fixed herein and all amendments, modifications and additions thereto and all ordinances passed by the City of Indianapolis, concerning the subject matter of such rates shall be subject in all respects, where so provided by law, to the rules, regulations and orders of the Public Service Commission of Indiana, or any other body established by law succeeding to the Power now or hereafter exercised by said Commission.

16. ASSIGNMENT :

Neither party shall assign, transfer or sublet any of the rights, powers and privileges granted by the terms of this contract without the written consent of the other party; but it shall be otherwise binding upon and inure to the benefit of the parties, their successors and assigns.

17. EXECUTION :

The execution of this contract by the duly authorized officers of the Indianapolis Power & Light Company has been authorized by resolution duly adopted by its Board of Directors and said City of Indianapolis has approved the execution of the same by and through its said Board of Park Commissioners by proper action and approval of its Mayor and Common Council.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands, in duplicate, this 7th day of April, 1955.

INDIANAPOLIS POWER & LIGHT COMPANY

By H. T. Pritchard /s/

It President

(BWS)

(DCH)

ATTEST:

Bernard W. Schotters /s/
Its Secretary

CITY OF INDIANAPOLIS, INDIANA

By H. J. Raffensperger /s/
Paul E. Rathert /s/
Eugene W. Dorn /s/
Agnes P. Connor /s/
Its Board of Park Commissioners

ATTEST:

Mary E. Griffin /s/
Its Secretary
Alex M. Clark /s/
Mayor of City of Indianapolis

EXHIBIT A

SPECIFICATIONS

SPECIFICATIONS FOR ELECTRIC LIGHTING OF BOULEVARDS, PARKS, BRIDGES, BUILDINGS AND OTHER PUBLIC PROPERTIES UNDER THE JURISDICTION AND CONTROL OF THE BOARD OF PARK COMMISSIONERS, AND FOR FURNISHING OF ELECTRIC ENERGY FOR ALL PURPOSES AS DEMANDED BY THE NEEDS OF THE DEPARTMENT OF PUBLIC PARKS FOR THE CITY OF INDIANAPOLIS, INDIANA.

1. ORNAMENTAL STANDARDS AND OVERHEAD LIGHTS:

The present installation of lighting equipment, as shown on Exhibits One (1) and Two (2) attached hereto and, by reference, made a part of these specifications, is to constitute the lighting system upon which the contract is based, and the Board agrees that the same shall be the basis on which payment shall be made under the contract to the Company, until additions or retirements have been made as hereinafter provided.

2. DISCONTINUANCE OF SERVICE:

The Board shall have the right to discontinue at any time the use of any lamp or lamps served under the contract after not less than

thirty (30) days' advance written notice to the Company of its intention to discontinue any such lamp or lamps; provided, however, that the total number of lumens produced and lamps in service shall never in any year be fewer than ninety-eight percent (98%) of the number of lumens produced and lamps in service on the effective date of the contract, or on the 1st day of January of each year during the term thereof, whichever number is greater; provided, however, that in the event any part of the lighting system is transferred to the jurisdiction and control of the Board of Public Works, the reduction of lumens produced and lamps in service caused by said transfer shall be deducted from the number of lumens produced and lamps in service on the effective date of the contract or on the 1st day of January of each year during the term thereof.

3. ADDITIONAL OVERHEAD LIGHTS:

The Company shall erect and place in operation promptly such number of additional overhead lights, to be and remain at all times the property of the Company, similar to those described in Exhibit B attached to and, by reference, made part of the contract, as the Board may from time to time order and locate in writing; provided, however, that the Board shall not require additional overhead lights or extensions during the last year of the contract term, unless the Company shall consent thereto.

In ordering additional overhead lights and extensions, due consideration shall be given to the method in which the lighting circuits are laid out and to the character, size and type of lights being used on these circuits and in the district involved, with the further provision that the Company shall not be required to make an overhead extension of more than 600 feet to supply one light.

4. ADDITIONAL STANDARDS:

The Company shall erect and place in operation promptly such number of additional standards, to be and remain at all times the property of the Company, similar to those described in Exhibit B attached to and, by reference, made a part of the contract, as the Board may from time to time order and locate in writing; provided, however, that no additional standards or underground extensions shall be required of the Company during the last three (3) years of the contract without the consent of the Company, which consent shall not be withheld by the Company without just cause.

5. LAMPS AND ACCESSORIES:

Lighting shall be principally by means of series incandescent lamps or any other type of lamp as may be mutually selected and approved by the Board and Company after the contract has been approved as required by law. Such lamps shall be placed on, supported on or suspended from poles or ornamental standards with suitable brackets or mast arms, and the wires supplying electrical energy thereto shall be placed either overhead or underground.

The lamps to be furnished shall be of standard types, mutually selected and approved by the Board and the Company, and, when operated at the amperage, voltage and wattage specified by the manufacturer, the total lumens of each lamp shall not be less than the amount specified and guaranteed by the manufacturer.

The series incandescent or other type lamps shall conform at all times to the highest standard of the best American lamps manufactured with bulbs of clear glass of uniform thickness and proper shape to avoid causing rings or streaks of light and shadow.

Globes, reflectors, housing and other accessories shall be of the best grade of the respective types as mutually selected and approved by the Board and the Company.

6. LIGHTING SCHEDULE:

All lamps shall be lighted approximately four thousand, thirty-one (4031) hours per year, in approximate accordance with the following lighting schedule, it being understood, however, that the control of such lighting in accordance with such schedule, may, at the Company's option, be by manual operation or by any mechanical or electrical device mutually approved by the Board and the Company.

LIGHTING SCHEDULE

Central Standard Time

Month	Days	Time of Lighting P.M.	Time of Extinguishing A.M.	Number of Days	Hours & Minutes Turned On	Hrs. & Min. per Month Turned On
January	1 to 5	4:43	6:41	5	69:50	
	6 to 10	4:48	6:41	5	69:25	
	11 to 15	4:53	6:40	5	68:55	
	16 to 20	4:59	6:38	5	68:15	
	21 to 25	5:04	6:35	5	67:35	
	26 to 31	5:11	6:31	6	80:00	424:00
February	1 to 5	5:18	6:26	5	65:40	
	6 to 10	5:23	6:20	5	64:45	
	11 to 15	5:29	6:15	5	63:50	
	16 to 20	5:35	6:08	5	62:45	
	21 to 25	5:41	6:01	5	61:40	
	26 to 29	5:46	5:55	4	48:36	367:16
March	1 to 5	6:05	5:49	5	58:40	
	6 to 10	6:10	5:41	5	57:35	
	11 to 15	6:16	5:34	5	56:30	
	16 to 20	6:21	5:25	5	55:20	
	21 to 25	6:26	5:18	5	54:20	
	26 to 31	6:32	5:08	6	63:36	346:01
April	1 to 5	6:37	4:59	5	51:50	
	6 to 10	6:42	4:52	5	50:50	
	11 to 15	6:47	4:44	5	49:45	
	16 to 20	6:52	4:37	5	48:45	
	21 to 25	6:57	4:29	5	47:40	
	26 to 30	7:02	4:23	5	46:45	295:35
May	1 to 5	7:07	4:16	5	45:45	
	6 to 10	7:12	4:11	5	44:55	
	11 to 15	7:17	4:05	5	44:00	
	16 to 20	7:22	4:01	5	43:15	
	21 to 25	7:26	3:57	5	42:35	
	26 to 31	7:31	3:54	6	50:18	270:48
June	1 to 5	7:35	3:51	5	41:20	
	6 to 10	7:38	3:50	5	41:00	
	11 to 15	7:40	3:49	5	40:45	
	16 to 20	7:42	3:50	5	40:40	
	21 to 25	7:43	3:51	5	40:40	
	26 to 30	7:44	3:52	5	40:40	245:05

Month	Days	Time of Lighting P.M.	Time of Extinguishing A.M.	Number of Days	Hours & Minutes Turned On	Hrs. & Min. per Month Turned On
July	1 to 5	7:43	3:55	5	41:00	
	6 to 10	7:42	3:57	5	41:15	
	11 to 15	7:40	4:01	5	41:45	
	16 to 20	7:37	4:05	5	42:20	
	21 to 25	7:33	4:09	5	43:00	
	26 to 31	7:28	4:14	6	52:36	261:56
August	1 to 5	7:23	4:19	5	44:40	
	6 to 10	7:17	4:24	5	45:35	
	11 to 15	7:11	4:29	5	46:30	
	16 to 20	7:04	4:33	5	47:25	
	21 to 25	6:57	4:38	5	48:25	
	26 to 31	6:49	4:43	6	59:24	291:59
September	1 to 5	6:40	4:49	5	50:45	
	6 to 10	6:32	4:53	5	51:45	
	11 to 15	6:23	4:58	5	52:55	
	16 to 20	6:15	5:03	5	54:00	
	21 to 25	6:07	5:07	5	55:00	
	26 to 30	5:59	5:12	5	56:05	320:30
October	1 to 5	5:51	5:17	5	57:10	
	6 to 10	5:43	5:22	5	58:15	
	11 to 15	5:35	5:28	5	59:25	
	16 to 20	5:27	5:33	5	60:30	
	21 to 25	5:21	5:38	5	61:25	
	26 to 31	5:13	5:45	6	75:12	371:57
November	1 to 5	4:52	5:51	5	64:55	
	6 to 10	4:46	5:56	5	65:50	
	11 to 15	4:42	6:02	5	66:40	
	16 to 20	4:38	6:08	5	67:30	
	21 to 25	4:35	6:13	5	68:10	
	26 to 30	4:32	6:19	5	68:55	402:00
December	1 to 5	4:31	6:23	5	69:20	
	6 to 10	4:31	6:28	5	69:45	
	11 to 15	4:31	6:32	5	70:05	
	16 to 20	4:33	6:35	5	70:10	
	21 to 25	4:35	6:39	5	70:20	
	26 to 31	4:38	6:41	6	84:18	433:58
TOTAL						4,031:05

7. CHANGES IN LOCATION OF STANDARDS AND SIZES OF LAMPS:

Upon written order of the Board, the Company will change the size of lamps in any standards or overhead pendants, subject to the minimum lumen guarantee contained in Section 2 hereof. The Company will also, upon written order of the Board, relocate any standard and overhead light, including equipment pertaining thereto, located in the parks, parkways, boulevards, bridges or other public places; provided, however, that for all such changes of lamps and relocation of standards, overhead lights or other equipment the Company shall be reimbursed by the City for the total cost of labor and material necessary to accomplish such changes and relocations, plus fifteen percent (15%) of material and labor cost for engineering and overhead, except that there will be no charge for the number of relocations which the Company agrees to make without expense to the City in Paragraph 4 of the contract. The Board may require detailed statements of relocation costs, etc., with statements as to the correctness thereof, sworn to by an authorized representative of the Company.

8. MAINTENANCE AND OPERATION:

Prices quoted for operating standards and overhead lights cover only normal operating and maintenance requirements, which are defined as follows:

Company will furnish necessary electrical energy for operating such standards and overhead lights; will furnish lamp renewals whenever necessary to provide the minimum lamp lumens specified in the contract; will paint each light standard at least once every five years from date of last painting; will furnish labor and material for emergency repairs necessary to maintain service; will patrol lights a minimum of twice a week; will clean globes and glassware at least twice each year; will replace or repair any defective material immediately or as soon as practicable, and will restore lights and equipment to normal operating conditions in case of trouble or accident.

It shall be understood that the annual charge per light specified in said Exhibit B, attached to and, by reference, made a part of the contract, includes all breakage of glassware, lamps or other lighting equipment used in supplying lights. The City upon its part agrees that it will enact and enforce all reasonable ordinances for the protection of the property of the Company used in the performance of the contract against trespass thereon or destruction thereof.

To accomplish the requirements of maintenance and operation, also to accommodate the Board otherwise and carry out all provisions of the contract, the Company will furnish a skilled operating organization, consisting of all necessary employees, including servicemen, electricians switchboardmen, linemen, patrolmen, laborers and supervisors, to provide service in an adequate and reasonable manner.

9. OUTAGES:

To restore service in the event of outages, the Company shall establish and maintain an efficient system of patrol for inspecting all lamps furnished and maintained under the contract. Any lamp which fails to burn properly shall be promptly put in order or immediately replaced. For such inspection, a sufficient number of men shall be employed to make an examination of each such lamp as often as reasonably necessary. The Company shall use all due effort to assure such inspection.

Any broken globes or reflectors shall be replaced as soon as practicable after the breakage is discovered.

The city's Police Department will report to the Company, as soon as practicable, all outages observed or known by the members of said Department. The Company shall maintain a records of all outages observed or known, stating the number and locations of any lights extinguished or not burning, and the time when each light was reported extinguished or not burning, and the time the light was re-lighted. Said record shall also state the cause, if known, of each said light being extinguished or failing to burn.

To adjust the cost of street lighting service to the City for outages which occur each month during the term of the contract, the Company shall credit on its monthly statement to the City for such street lighting service a sum equal to two and two-tenths cents (2.2c) per street light for each street light in service during said month.

When by reason of any order or requirement of the Federal Government, or other duly authorized authority, the use of electric current for street lighting is limited or prohibited, or street lighting is prohibited in toto, or for any given number of lamps, then no payment shall be made by the City of Indianapolis for such lamps as are not burning during the period of the order. If the order of the Government, or other authority, limits and restricts lighting during certain hours of the night, the payment under the contract shall be adjusted

upon a basis to be agreed upon by the City and the Company, or determined by the Public Service Commission of Indiana.

10. JOINT USE OF POLES AND CONDUITS:

The Company, in order to avoid multiplicity of poles and conduits, so far as it is safe and practicable and not in conflict with any restriction of the City Council or any Act of the General Assembly of the State of Indiana or order of the Public Service Commission of Indiana, shall, upon written request of the Board, permit joint use of all or any of its poles and conduits, in any park, parkway, boulevard, bridges or other public place, by the City for street signs, fire alarms, telephone or telegraph signal circuits and traffic signal control circuits, or by other public utility companies, upon terms mutually agreeable to those affected.

No advertisements or material of any kind shall be permitted on standards, poles, globes, or any part of any standard or pole owned by the Board or the Company, except such as may in the opinion of the Board be necessary for safety and traffic control.

The City shall have the right to place and remove street signs on any standard or pole at any time during the life of the contract. The placing and removal of said signs shall be done at the City's expense.

Attachments to the standards, poles and fixtures of the Company shall be made and maintained by the City, at its own expense, in accordance with standard specifications of the Company for doing such work, and such attachments shall be in such manner as will neither conflict with the use of said standards, poles and fixtures by the Company nor interfere with the working or use of its wires thereon and/or from time to time placed thereon. The City shall, at its own expense, upon not less than thirty (30) days' advance written notice from the Company, change, alter, improve, repair or renew said attachments in such manner as the Company may direct.

The City shall indemnify and save harmless the Company against any and all damage or loss that may result to the equipment and/or property owned or used by the Company and from and against any and all legal and other expense, claims, costs, losses, suits or judgments for damages or injuries resulting to persons or property by reason of the use or maintenance of City's attachments to the standards, poles or fixtures of the Company, or by reason of acts of negli-

gence of the agents or employees of the City, while engaged in the work of placing, maintaining or renewing attachments on or removing attachments from said standards, poles or fixtures.

In the event it is necessary to replace a pole or poles upon which the City has made attachments under the contract, because of street improvement, or because the pole is deteriorated, or because the load on said pole or poles has become greater than is safe for the pole to support, the City shall, at its own expense, transfer the attachments from the old to the new pole within ten (10) days after being requested, in writing, to do so by the Company.

Use of Company's conduits by the City, as hereinabove set out, shall conform to and be in accordance with the standard specifications of the Company for such use and in such manner as will not interfere with the use of said conduits by the Company.

Installation and maintenance of all fire alarm, telephone or telegraph signal circuits and traffic signal control circuits in Company's conduits shall be at City's expense.

In the event it is necessary or desirable, in the opinion of the Company, for the City to remove, replace, repair or relocate any equipment installed by the City in Company's conduits, said equipment shall be so removed, replaced or relocated by the City at its own expense, within ten (10) days after being requested, in writing, to do so by the Company; provided, however, that if the City shall fail or refuse to comply with any such request, then such matter shall be referred to and decided by the Board of Arbitration provided for by the contract.

11. SCREENING OF LIGHTS:

Where the screening of lights is deemed necessary by the Board, the Board may, by written order, require the Company to provide and install screens, provided the Company is compensated in advance for the installed cost of such screens. The City agrees that it shall indemnify and save harmless the Company from any and all claims, demands, losses, suits or judgments for damages or injuries resulting to persons or property by reason of the installation or use of such screens as may be ordered by the Board.

12. SPACE AND EQUIPMENT ON CITY PROPERTY:

When the requirements of the City, or demands on the Company,

require space in City buildings or on City property for the installation of transformation equipment, the City will furnish, exclusively for the Company's equipment, subject to special agreements approved by the Board, suitable unoccupied space for vault construction, such space to meet with the Company's requirements as to location, size and accessibility. The Company shall provide all necessary partitioning walls and shall furnish, install and maintain all necessary vault equipment, including all primary and secondary lines and connections within the vault, all at Company's expense.

The Company shall supply one meter for each public building installation, except where more than one department occupies a building. In such event a meter must be connected to the wiring for each department, if the Board, in writing, so requires.

The City will furnish and maintain all equipment from the point of connection by the Company, which shall be the property line of the property in which the electric current may be used, except any meter installed by the Company.

The Company shall supply electric service to the public buildings for heat, light and power for the twenty-four (24) hours of each and every day during the term of the contract.

13. IMPROVEMENTS IN SERVICE:

The Board shall have the right to require the Company to make use of any apparatus, appliances or devices, which are an advance or improvement in connection with the art or service of street lighting over the existing facilities as now or newly installed according to the contract and in use during any part of the term of the contract in the City of Indianapolis, whether in the way of economy, increased illumination, safety, improved appearance or otherwise. The Company shall, at the Board's request or as the Company becomes informed thereof, furnish it with detailed information concerning any such apparatus, appliances or devices, including cost of installation, operation and maintenance, operating characteristics and any other data requested.

All questions relating to the increase or decrease in the investment or cost of operation and maintenance shall be determined and agreed upon by the Board and the Company.

In determining the amount of the increases or decreases of the investment, proper and reasonable allowance shall be made for the depreciated value of the equipment replaced; and, in case of new installations, comparison as to cost of investment shall be made with the type of service provided for in these specifications or determined by the Board. Upon such increased or decreased investments (measured from the investment required under these specifications) the Company shall be entitled to adjust compensation from the City, so as to fully reimburse it at the expiration of the contract for any additional investment required under the provisions of this paragraph, less the salvage value of the equipment replaced as realized by the Company and the salvage value of the new equipment at the end of the contract, plus or minus any change in operating expense caused by said new installation or replacement.

In case of replacements, the loss in investment shall be determined by ascertaining and fixing the depreciated value, and deducting therefrom the salvage value, if any. Such loss shall be paid by the City to the Company at such times and upon such terms as may be agreed upon. In case the replacement shall result in an increased or decreased investment, the additions or deductions from the contract price shall be made upon the same basis and in the same manner as in the case of new installations hereinbefore provided.

The net annual increases or decreases in the prices agreed upon in the contract by reason of the said improvements or changes, involving increases or decreases in the investment or cost of operation and maintenance, shall be added to or deducted from the prices provided for herein, and shall determine the prices thereafter to be paid for the said improved or modified service.

In case the Board and the Company are unable to agree as to any question of price or any other matter involving their mutual judgment as above set forth, then such question or questions shall be submitted to arbitration, as provided in Section 14 of the Contract.

14. ELECTROLYSIS:

Reasonable provision shall be made and maintained by the Company to protect the pipes, conduits and other property in the streets or other public places, belonging to the City or to any other public utility or any abutting property owners or occupants, from electrolysis caused by current or currents of electricity of the Company.

15. STANDARD OF PERFORMANCE, TESTS AND PENALTIES:

The voltage and amperage supplied to each lamp shall be such as to maintain the lamps according to the standard requirements of the manufacturers.

Each lighting circuit shall be equipped with a testing loop, at such place and in such manner as the Board and the Company shall jointly determine, in order that the Board may at any time make tests as to fluctuations of the current supplied. The Board or its representative shall, at all times, have access to the testing loop and to the stations or other places on the Company's property where the Board may desire to make inspections or tests. In case of a dispute between the Board and the Company as to the accuracy of any meter or other instrument used in making tests or measurements of the Company's service, said instrument may be tested either in the City's laboratory, in the presence of a representative of the Company, or in the Company's laboratory, in the presence of a representative of the City at the option of the Board, or the Board and the Company may agree to have such instruments tested by an outside laboratory of recognized standing.

The City shall indemnify and hold the Company harmless from all injuries and damages to persons or property by reason of said inspections or tests, except for such injuries or damages as may be caused by the negligence of the Company.

Whenever tests made by the Board show that the amperes upon any lamp circuits have been more than five percent (5%) below the standard for those circuits for an unbroken period of one half hour in any night, as evidenced by the readings of graphic recording ammeters or other devices, then and in that event the Company shall deduct from its bill a sum equal to five cents (5c) per night for each lamp on those circuits tested of 2500 lumens and smaller and ten cents (10c) per night for each lamp on those circuits tested of larger than 2500 lumens.

The following morning, the Board shall report to the Company the results of any tests showing deficiencies. The Company shall be permitted to examine and inspect the charts of the meters used in such tests.

The deductions to be made for low amperage or voltage, under the provisions of this section, are not to be treated as a penalty but as liquidated damages for failure to perform the contract.

16. VOLTAGE AND CHARACTER OF SERVICE:

The Company shall specify the voltage and character of the electric service to be supplied, and it may, at any time thereafter, change the characteristics of the service if it deems such change necessary to safeguard a regular and uninterrupted supply of electricity or to better the conduct of its business; provided, however, the Company shall give the City reasonable written notice of such contemplated change, and the City will adapt its apparatus accordingly.

17. TAXES AND ASSESSMENTS:

Any extra expense incurred by the Company in the performance of the contract, due to any future laws or ordinances, or due to any existing or future special tax or sales tax levied on the Company by the United States Government, State of Indiana, or any division thereof, for service rendered under the contract, shall be assumed by the City, providing such assumption is not contrary to law; and any reduction in expense which may effect the Company in the performance of the contract by reason of any of the conditions as stated above shall be credited to the City under the contract.

18. POLES AND POLE LINE HARDWARE:

The present installation of all wood poles from which lamps are suspended conform to the standard specifications of the American Standards Association; and all future installations or replacements of wood poles from which lamps are suspended shall conform to the standard specifications of said Association.

All pole line hardware now installed and maintained in present installations is of standard and approved materials and all future installation or replacements of said pole line hardware shall be of standard and approved materials.

19. PERFORMANCE BOND:

The Company, at the time of signing the contract, will furnish a bond in the sum of Fifty Thousand (\$50,000.00) Dollars with surety

to the approval and satisfaction of the Board, conditioned that the Company shall perform the contract according to the terms thereof and according to these specifications. Said bond shall extend for the full term of the contract, but the Company shall furnish and deliver a new bond whenever the surety or sureties on the bond then existing shall be deemed by the Board to be insufficient and unsatisfactory.

EXHIBIT "1"

(Exhibit as of January 1, 1955)
 (To be Revised July 1, 1955)

CITY OWNED ORNAMENTAL EQUIPMENT
 12-FT. SINGLE STANDARDS, 6,000 LUMEN

Size and Type	No. Lamps	Location	From	To	Circuits
12' Single—6,000 L.	30	Brookside Pkwy.	Gale	Keystone	390
" " " "	9	Garfield Drive	Shelby	Raymond	410
" " " "	2	Garfield Park			404
" " " "	6	Pleasant Run Pkwy., S. Dr.	Meridian	Madison	102
" " " "	6	Pleasant Run Pkwy.	Washington	Brookville Rd.	389
" " " "	19	Pleasant Run Pkwy., S. Dr.	Emerson	Arlington	326 & 388
					72

12-FT. SINGLE STANDARDS, 4,000 LUMEN

Size and Type	No. Lamps	Location	From	To	Circuits
12' Single—4,000 L.	44	Brookside Pkwy.	Gale	W. of Keystone	390
" " " "	17	Garfield Drive	Shelby	Raymond	410
" " " "	4	Irving Circle			416
" " " "	10	Pleasant Run Pkwy., S. Dr.	Meridian	Madison	102
" " " "	17	Pleasant Run Pkwy., N. Dr.	Washington	Brookville Rd.	389
" " " "	36	Pleasant Run Pkwy., S. Dr.	Emerson	Arlington	326 & 388
TOTAL					128

12-FT. SINGLE HARP TYPE STANDARDS, 6,000 LUMEN

Size and Type	No. Lamps	Location	From	To	Circuits
12' Harp—6,000 L.	1	Brookville Rd. & Sherman Dr.			436
TOTAL	1				

12-FT. SINGLE HARP TYPE STANDARDS, 4,000 LUMEN

Size and Type	No. Lamps	Location	From	To	Circuits
12' Harp—4,000 L.	12	Brookville Rd.	Sherman	Washington	436
TOTAL	12				

12-FT. SINGLE CONCRETE STANDARDS, 2,500 LUMEN

Size and Type	No. Lamps	Location	From	To	Circuits
12' Concrete—2,500 L.	70	Burdsall Pkwy.	Riverside Dr.	Fall Creek Pkwy. N. Dr.	252
" " " "	4	Garfield Park			404
TOTAL	74				

12-FT. SINGLE CONCRETE HARP TYPE STANDARDS, 2,500 LUMEN

Size and Type	No. Lamps	Location	From	To	Circuits
12' Concrete—Harp— 2,500 L.	4	Pleasant Run Pkwy. N. Dr.	Brookville Rd.	N. of Penn.RR	389
TOTAL	4				

10½-FT. SINGLE STANDARDS, 2,500 LUMEN

Size and Type	No. Lamps	Location	From	To	Circuits
10½' Single—2,500	L. 3	Brookside Avenue	Newman	Commerce	352
" "	" "	84 Brookside Pkwy., N. Dr.	Brookside Ave.	Olney	352
" "	" "	33 Brookside Park			352
" "	" "	27 Fall Creek Pkwy., N. Dr.	Burdsal	Northwestern	252
" "	" "	4 Fletcher Triangle			345
" "	" "	63 Garfield Park			404
" "	" "	13 Michigan	Pleasant Run Pkwy., S. Dr.	Ritter	326 & 388
" "	" "	29 Pleasant Run Pkwy.	Washington	Michigan	326
" "	" "	4 Spades Park			345
" "	" "	22 University Park			AU 33
" "	" "	38 White River Pkwy., E. Dr.	18th	30th	247
TOTAL		320			

10½-FT. SINGLE HARP TYPE STANDARDS, 2,500 LUMEN

Size and Type	No. Lamps	Location	From	To	Circuits
10½' Harp—2,500 L.	38	Brookside Park			352
" "	" "	Camp Sullivan			260
" "	" "	Douglas Park			327
" "	" "	Garfield Park			404
" "	" "	Highland Park			359
" "	" "	Indianola Park			266
" "	" "	Jefferson Avenue	Pogues Run	Nowland	390
" "	" "	Morris Square			308
" "	" "	Noble Place			116
" "	" "	Rhodium Park			114
" "	" "	South Grove Golf Course at 18th			247
" "	" "	Spades Park			345
" "	" "	Willard Park			381
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TOTAL	282				

RED GLOBE SAFETY NEWELS, 2,500 LUMEN

Size and Type	No. Lamps	Location	From	To	Circuits
Safety Newel—2,500 L.	1	Brookside & Tacoma			390
" "	" "	Brookside & Temple			390
" "	" "	Brookside, W. of Dearborn			390
" "	" "	Pleasant Run Pkwy., S. Dr. & Pennsylvania			102
" "	" "	Pleasant Run Pkwy., S. Dr. & Chestnut			102
" "	" "	N. Garfield Dr. & E. Garfield Dr.			410
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TOTAL	6				

EXHIBIT "2"

(Exhibit as of January 1, 1955)

(To be Revised July 1, 1955)

COMPANY OWNED ORNAMENTAL EQUIPMENT
27-FT. METAL STANDARDS, 10,000 LUMEN

Size and Type	No. Lamps	Location	From	To	Circuits
27' Pole—10,000 L.	13	Fall Creek Pkwy., S. Dr., W. of Indiana			240 & 254
" " " "	23	Fall Creek Pkwy., S. Dr.	10th	16th	272
" " " "	1	White River Pkwy., E. Dr., N. of 16th			247
" " " "	3	Fall Creek Pkwy., N. D., E. & W. of Capitol			226 & 319
TOTAL	40				

23 or 27-FT. METAL STANDARDS, 6,000 LUMEN

Size and Type	No. Lamps	Location	From	To	Circuits
23' Pole—6,000 L.	2	Burdsal Pkwy. Bridge over Canal			252
27' " " "	4	Burdsal Pkwy., W. of E. Riverside Dr.			252
27' " " "	23	Christian Park			432
23' " " "	1	Christian Park			432
27' " " "	2	Coffin Golf Club			210
" " " "	8	Cold Spring Road, N. of 30th			210
" " " "	20	Dearborn Street	30th	34th	313
23' " " "	8	Delaware Bridge over Fall Creek			319
" " " "	2	Ellenberger Park			388
27' " " "	5	Ellenberger Pkwy., E. & W. Dr.	St. Clair	10th	366
" " " "	27	Fall Creek Pkwy., S. Dr.	Capitol	Central	208, 211, 355, 378
" " " "	64	Fall Creek Pkwy., N. Dr.	Northwestern	39th	209, 319, 330, 332
23' " " "	2	Finch Park			440
" " " "	6	Garfield Park Bridges			404
27' " " "	3	Hampton Dr.	Haughey	Sunset	214
" " " "	1	Howe High School Bridge over Pleasant Run			389
23' " " "	2	Jefferson Bridge over Pogues Run			352, 390
" " " "	2	Kessler Bridge over Canal			342
27' " " "	16	Kessler Blvd.	Spring Mill Rd.	Canal	205, 321
" " " "	11	Kessler Blvd.	Westfield	Central	342, 344
23' " " "	2	Michigan Bridge over Pleasant Run			326
" " " "	2	Olney Bridge over Pogues Run			352

Size and Type	No. Lamps	Location	From	To	Circuits
27' " " "	54	Pleasant Run Pkwy., N. Dr.	Bluff Rd.	Prospect	102, 406, 407, 408, 410
" " " "	1	Pleasant Run Pkwy., N. Dr. and DeQuincy			389
" " " "	31	Pleasant Run Pkwy., S. Dr.	English	Brookville Rd.	432
" " " "	28	Pleasant Run Pkwy., S. Dr.	Raymond	Keystone	406, 407, 409, 410
" " " "	25	Pleasant Run Pkwy., N. Dr.	English	Brookville Rd.	436, 389
" " " "	10	Pleasant Run Pkwy., S. Dr.	Arlington	10th	353
23' " " "	2	Ritter Bridge over Pleasant Run			388
27' " " "	14	Riverside Park			210
" " " "	8	Sunset	Hampton Dr.	49th	214
23' " " "	2	University Park			AU33
27' " " "	7	White River Pkwy., E. Dr.	16th	18th	247
23' " " "	5	White River Pkwy., E. Dr., N. of 30th			210
" " " "	12	30th St. Bridge over White River			210
27' " " "	6	30th	Cold Spring Rd.	White River	210
" " " "	16	49th St.	Sunset	Blvd. Place	214
TOTAL		434			

MOUNTED ON LEASED METAL POLES, 10,000 LUMEN

Size and Type	No. Lamps	Location	From	To	Circuits
Metal Pole—10,000 L.	2	Fall Creek Pkwy., S. Dr., at Indiana			240
TOTAL		2			

MOUNTED ON LEASED METAL POLES, 6,000 LUMEN

Size and Type	No. Lamps	Location	From	To	Circuits
Metal Pole—6,000 L.	2	Fall Creek Pkwy., S. D., W. of Central			378
TOTAL					2

23 or 27-FT. METAL STANDARDS, 4,000 LUMEN

Size and Type	No. Lamps	Location	From	To	Circuits
27' Pole—4,000 L.	17	Cold Spring Rd.	N. of 30th		210
23' " " "	14	Ellenberger Park			388
27' " " "	7	Ellenberger Pkwy., E. & W. Dr.	St. Clair	10th	366
" " " "	93	Fall Creek Pkwy., N. Dr.	Northwestern	39th	209, 319, 330, 332
" " " "	14	Hampton Dr.	Hughey	Sunset	214
" " " "	101	Pleasant Run Pkwy., N. Dr.	Bluff Rd.	Prospect	102, 406, 407, 409, 410
" " " "	57	Pleasant Run Pkwy., S. Dr.	Raymond	Keystone	406, 407, 409, 410
" " " "	15	Pleasant Run Pkwy.	English	Sherman	436
" " " "	31	Pleasant Run Pkwy.	Arlington	10th	353
" " " "	12	Sunset	Hampton Dr.	49th	214
" " " "	11	30th	Cold Spring Rd.	White River	210
TOTAL					372

27-FT. METAL STANDARDS, 10,000 LUMEN—SODIUM VAPOR

Size and Type	No. Lamps	Location	Circuits
27' Pole—10,000 L. Sod. V.	2	Kessler Blvd. & White River Bridge	205, 321
TOTAL	2		

OVERHEAD PENDANT, 10,000 LUMEN—SODIUM VAPOR

Size and Type	No. Lamps	Location	Circuits
OH—10,000 L.— Sod. V.	1	38th & White River	262
TOTAL	1		

OVERHEAD PENDANT, 6,000 LUMEN

Size and Type	No. Lamps	Location	From	To	Circuits
Overhead—6,000 L.	17	Arden Dr.	Meridian	College	323
“ “ “	1	Arnolda Park			217
“ “ “	3	Belmont Park			221
“ “ “	13	Broad Ripple Park			304
“ “ “	6	Cold Spring Rd.	U.S. 52	Veterans’ Hospital	203
“ “ “	1	College & Riverview Dr.			323
“ “ “	2	McCarty Place			115
“ “ “	1	Oak Hill Playground			349
“ “ “	1	Pleasant Run Pkwy. & Southeastern			445
“ “ “	46	Riverview Dr.	Kessler	College	322, 323
“ “ “	1	38th & Woodstock Entrance			262
TOTAL	92				

OVERHEAD BRACKET, 2,500 LUMEN

Size and Type	No. Lamps	Location	From	To	Circuits
Overhead—2,500 L.	1	29th, West of East Riverside Dr.			233
TOTAL	1				

EXHIBIT B

RATES FOR SERVICE

The City of Indianapolis, by and through its Board of Park Commissioners, shall pay, and the company shall receive, as full compensation for service supplied as specified herein, sums of money as follows:

PRICES FOR FURNISHING CURRENT, MAINTAINING
AND OPERATING EXISTING LAMPS IN SERVICE
PRIOR TO JULY 1, 1955, AND OWNED BY THE CITY
AS SHOWN IN EXHIBIT 1 ATTACHED TO
SPECIFICATIONS

I. Single lamp ornamental standard, 12 ft. in height, including one (1) 6,000 lumen incandescent lamp with necessary fixtures and glassware and supplied from underground circuits:

Thirty-three Dollars and 50/100 (\$33.50) net per year of 4031:05 burning hours.

II. Single lamp ornamental standard, 12 ft. in height, including one (1) 4,000 lumen incandescent lamp with necessary fixtures and glassware and supplied from underground circuits:

Twenty-six Dollars and 50/100 (\$26.50) net per year of 4031:05 burning hours.

III. Single lamp ornamental standard, 12 ft. in height, including one (1) 6,000 lumen incandescent lamp with harp type luminaire and supplied from underground circuits:

Thirty-three Dollars and 50/100 (\$33.50) net per year of 4031:05 burning hours.

IV. Single lamp ornamental standard, 12 ft. in height, including one (1) 4,000 lumen incandescent lamp with harp type luminaire and supplied from underground circuits:

Twenty-six Dollars and 50/100 (\$26.50) net per year of 4031:05 burning hours.

V. Single lamp ornamental concrete standard, 12 ft. in height,

including one (1) 2,500 lumen incandescent lamp with necessary fixtures and glassware and supplied from underground circuits:

Twenty-two Dollars and 50/100 (\$22.50) net per year of 4031:05 burning hours.

VI. Single lamp ornamental concrete standard, 12 ft. in height, including one (1) 2,500 lumen incandescent lamp with harp type luminaire and supplied from underground circuits:

Twenty-two Dollars and 50/100 (\$22.50) net per year of 4031:05 burning hours.

VII. Single lamp ornamental standard, 10 ft. in height, including one (1) 2,500 lumen incandescent lamp with necessary fixtures and glassware and supplied from underground circuits:

Twenty-two Dollars and 50/100 (\$22.50) net per year of 4031:05 burning hours.

VIII. Single lamp ornamental standard, 10 ft. in height, including one (1) 2,500 lumen incandescent lamp with harp type luminaire and supplied from underground circuits:

Twenty-two Dollars and 50/100 (\$22.50) net per year of 4031:05 burning hours.

IX. Single lamp ornamental standard, safety newell, including one (1) 2,500 lumen incandescent lamp with necessary fixtures and supplied from underground circuits:

Twenty-two Dollars and 50/100 (\$22.50) net per year of 4031:05 burning hours.

PRICES FOR FURNISHING. OPERATING AND MAINTAINING EXISTING LAMPS IN SERVICE PRIOR TO JULY 1, 1955, AND OWNED BY THE COMPANY AS SHOWN IN EXHIBIT 2 ATTACHED TO SPECIFICATIONS

X. Single 15,000 lumen incandescent lamp with necessary fixtures and glassware suspended from wood poles and supplied from overhead circuits:

Ninety-one Dollars and 50/100 (\$91.50) net per year of 4031:05 burning hours.

XI. Single 10,000 lumen incandescent lamp with necessary fixtures and glassware suspended from wood poles and supplied from overhead circuits:

Sixty-six Dollars and no/100 (\$66.00) net per year of 4031:05 burning hours.

XII. Single 6,000 lumen incandescent lamp with necessary fixtures and glassware suspended from wood poles and supplied from overhead circuits:

Forty-five Dollars and no/100 (\$45.00) net per year of 4031:05 burning hours.

XIII. Single 15,000 lumen incandescent lamp with necessary fixtures and glassware supported by a metal pole and supplied from underground circuits:

One Hundred and One Dollars and no/100 (\$101.00) net per year of 4031:05 burning hours.

XIV. Single 10,000 lumen incandescent lamp with necessary fixtures and glassware supported by a metal pole and supplied from underground circuits:

Eighty-three Dollars and 50/100 (\$83.50) net per year of 4031:05 burning hours.

XV. Single 6,000 lumen incandescent lamp with necessary fixtures and glassware supported by a metal pole and supplied from underground circuits:

Sixty-two Dollars and 50/100 (\$62.50) net per year of 4031:05 burning hours.

XVI. Single 4,000 lumen incandescent lamp with necessary fixtures and glassware supported by a metal pole and supplied from underground circuits:

Fifty-three Dollars and 50/100 (\$53.50) net per year of 4031:05 burning hours.

XVII. Special 157 Watt fluorescent underpass fixture supplied from distribution circuits and burning continuously:

Seventy-three Dollars and 50/100 (\$73.50) net per year of 8760 burning hours.

XVIII. Special 157 Watt fluorescent underpass fixture supplied from distribution circuits:

Fifty-five Dollars and no/100 (\$55.00) net per year of 4031:05 burning hours.

XIX. Single 10,000 lumen Sodium Vapor lamp with necessary fixtures and glassware supported by a metal pole and supplied from underground circuits:

Sixty-nine Dollars and 50/100 (\$69.50) net per year of 4031:05 burning hours.

XX. Single 10,000 lumen Sodium Vapor lamp with necessary fixtures and glassware suspended from wood poles and supplied from overhead circuits:

Fifty-five Dollars and no/100 (\$55.00) net per year of 4031:05 burning hours.

XXI. All prices quoted above (covering service supplied to lighting standards or poles from underground circuits) are based on the supplying of one hundred (100) feet of connecting cable per such standard or pole. For any increase or decrease in the total average length of connecting cable supplied above or below an average of one hundred (100) feet per standard or pole there shall be an additional charge or a credit of:

Eleven Cents (\$.11) net per foot per year of such excess or deficiency.

PRICES FOR FURNISHING, ERECTING, OPERATING
AND MAINTAINING LAMPS INSTALLED AFTER
JULY 1, 1955 AND OWNED BY THE COMPANY

XXII. Single 15,000 lumen incandescent lamp with necessary fixtures and glassware suspended from wood poles and supplied from overhead circuits:

One Hundred Three Dollars and no/100 (\$103.00) net per year of 4031:05 burning hours.

XXIII. Single 10,000 lumen incandescent lamp with necessary fixtures and glassware suspended from wood poles and supplied from overhead circuits:

Eighty-eight Dollars and no/100 (\$88.00) net per year of 4031:05 burning hours.

XXIV. Single 6,000 lumen incandescent lamp with necessary fixtures and glassware suspended from wood poles and supplied from overhead circuits:

Fifty-two Dollars and 50/100 (\$52.50) net per year of 4031:05 burning hours.

XXV. Single 15,000 lumen incandescent lamp with necessary fixtures and glassware supported by a metal pole and supplied from undergrounds circuits:

One Hundred Twenty-three Dollars and no/100 (\$123.00) net per year of 4031:05 burning hours.

XXVI. Single 10,000 lumen incandescent lamp with necessary fixtures and glassware supported by a metal pole and supplied from underground circuits:

One Hundred Eight Dollars and no/100 (\$108.00) net per year of 4031:05 burning hours.

XXVII. Single 6,000 lumen incandescent lamp with necessary fixtures and glassware supported by a metal pole and supplied from underground circuits:

Seventy-eight Dollars and no/100 (\$78.00) net per year of 4031:05 burning hours.

XXVIII. Special 157 Watt fluorescent underpass fixture supplied from distribution circuits and burning continuously:

Seventy-eight Dollars and 50/100 (\$78.50) net per year of 8760 hours.

XXIX. Special 157 Watt Fluorescent underpass fixtures supplied from distribution circuits:

Fifty-seven Dollars and 50/100 (\$57.50) net per year of 4031:05 burning hours.

XXX. Single 10,000 lumen Sodium Vapor lamp with necessary fixtures and glassware supported by a metal pole and supplied from underground circuits:

Eighty-nine Dollars and no/100 (\$89.00) net per year of 4031:05 burning hours.

XXXI. Single 10,000 lumen Sodium Vapor Lamp with necessary fixtures and glassware suspended from wood poles and supplied from overhead circuits:

Seventy Dollars and 50/100 (\$70.50) net per year of 4031:05 burning hours.

XXXII. All prices quoted above (covering service supplied to lighting standards or poles from underground circuits) are based on the supplying of one hundred (100) feet of connecting cable per such standard or pole. For any increase or decrease in the total average length of connecting cable supplied above or below an average of one hundred (100) feet per standard or pole, there shall be an additional charge or a credit of:

Fourteen Cents (\$.14) net per foot per year of such excess or deficiency.

**PRICES FOR ALL OTHER ELECTRICAL ENERGY
SUPPLIED OR TO BE SUPPLIED UNDER THE
CONTRACT AND NOT COVERED BY ABOVE PRICES**

XXXIII. The prices for electrical energy furnished to subway lights, bridge lights, traffic lights or other special lighting equipment, now or hereafter owned, installed and maintained by the City and not included in prices quoted above, the kilowatt hours for which may be obtained from meter readings or estimated from manufacturers' guaranteed rating and hours of use, and for metered electrical energy for light and/or power in public buildings, structures and grounds around the same, and for any other public places, except for standby or emergency service.

RATE (per each meter used).

Any part of the first 500 KWH per month \$.0275 net per KWH
Any part of the next 500 KWH per month \$.02 net per KWH
Any part of the next 400 KWH per month \$.016 net per KWH
All in excess of 5000 KWH per month \$.014 net per KWH

MINIMUM CHARGE (per each meter used)

Fifty Cents (\$.50) net per month per kilowatt of rated capacity or major fraction, thereof, connected, but not less than \$.75 per month, payable each month in the year, for single phase service or not less than \$2.00 per month, payable each month in the year, for three phase service. In cases of temporary, non-recurring, service connections, only the monthly minimum charge will apply for the duration of the connections.

XXXIV. Optional flat rate unmetered service for the supply of energy only, 24 hours per day or less at the option of the City, for traffic signals and/or safety lighting fixtures. All equipment including fixtures, supporting structures and electrical apparatus that is beyond the point of supply to be owned, operated and maintained by the City.

Twenty-Five Cents (\$.25) per year per watt burning, based upon the average of the watts burning throughout the operating cycle of the fixture under consideration and with the further condition that for billing purposes no lamp shall be considered as having a rating less than 60 watts.

Minimum bill Fifteen Dollars and no/100 (\$15.00) per year for each fixture.

XXXV. STANDBY, EMERGENCY OR AUXILIARY SERVICE

Standby, Emergency or Auxiliary Service will not be supplied under the prices stated above, but will be supplied in accordance with Company's rates D. which are on file with the Public Service Commission of Indiana and are by reference made a part hereof.

XXXVI. SUBJECT TO PUBLIC SERVICE COMMISSION OF INDIANA.

It is hereby specified that if, during the proposed contract term, the Public Service Commission of Indiana changes the above rates,

then the substituted, amended or revised rates shall apply instead of the rates set out above.

Which was read for the first time and referred to the Committee on Finance.

INTRODUCTION OF SPECIAL ORDINANCES

By Councilman Ehlers:

SPECIAL ORDINANCE NO. 10, 1955

AN ORDINANCE annexing certain contiguous territory to the City of Indianapolis, and fixing a time when the same shall take effect.

BE IT ORDAINED BY THE COMMON COUNCIL
OF THE CITY OF INDIANAPOLIS, INDIANA:

Section 1. That the City of Indianapolis, Indiana, be, and the same is hereby extended so as to include the following described territory, which is hereby annexed to and made a part of the territory constituting the City of Indianapolis, Indiana, and described as follows:

Beginning at the point of intersection of the East property line of Evanston Avenue and the North property line of 62nd Street; thence East with the North property line of 62nd Street to the West property line of Keystone Avenue; thence South with the West property line of Keystone Avenue and the present corporation line of the City of Indianapolis to the North property line of Kessler Boulevard East Drive; thence West with the North property line of Kessler Boulevard, East Drive, to the East property line of Evanston Avenue; thence North with the East property line of Evanston Avenue and the present corporation line of the City of Indianapolis to the place of beginning.

Section 2. This ordinance shall be in full force and effect from and after its passage, approval by the Mayor, and publication according to law.

Which was read for the first time and referred to the Committee on Public Health.

ORDINANCES ON SECOND READING

Mr. Ehlers called for Appropriation Ordinance No. 10, 1955 for second reading. It was read a second time.

On motion of Mr. Ehlers, seconded by Mr. Wicker, Appropriation Ordinance No. 10, 1955, was ordered engrossed, read a third time and placed upon its passage.

Appropriation Ordinance No. 10, 1955 was read a third time by the Clerk and passed by the following roll call vote:

Ayes 9, viz: Mr. Brown, Mr. Ehlers, Mr. Eltzroth, Mr. Emhardt, Mr. Radel, Mr. Schumacher, Mr. Wallace, Mr. Wicker, President Bright.

Mr. Eltzroth called for General Ordinance No. 34, 1955 for second reading. It was read a second time.

On motion of Mr. Eltzroth, seconded by Mr. Ehlers, General Ordinance No. 34, 1955 was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 34, 1955 was read a third time by the Clerk and passed by the following roll call vote:

Ayes 9, viz: Mr. Brown, Mr. Ehlers, Mr. Eltzroth, Mr. Emhardt, Mr. Radel, Mr. Schumacher, Mr. Wallace, Mr. Wicker, President Bright.

Mr. Radel called for General Ordinance No. 35, 1955 for second reading. It was read a second time.

On motion of Mr. Radel, seconded by Mr. Eltzroth, General Ordinance No. 35, 1955 was ordered engrossed,

read a third time and placed upon its passage.

General Ordinance No. 35, 1955 was read a third time by the Clerk and passed by the following roll call vote:

Ayes 9, viz: Mr. Brown, Mr. Ehlers, Mr. Eltzroth, Mr. Emhardt, Mr. Radel, Mr. Schumacher, Mr. Wallace, Mr. Wicker, President Bright.

Mr. Radel called for General Ordinance No. 36, 1955 for second reading. It was read a second time.

On motion of Mr. Radel, seconded by Mr. Eltzroth, General Ordinance No. 36, 1955 was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 36, 1955 was read a third time by the Clerk and passed by the following roll call vote:

Ayes 9, viz: Mr. Brown, Mr. Ehlers, Mr. Eltzroth, Mr. Emhardt, Mr. Radel, Mr. Schumacher, Mr. Wallace, Mr. Wicker, President Bright.

Mr. Radel called for General Ordinance No. 38, 1955 for second reading. It was read a second time.

On motion of Mr. Radel, seconded by Mr. Wicker, General Ordinance No. 38, 1955 was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 38, 1955 was read a third time by the Clerk and passed by the following roll call vote:

Ayes 9, viz: Mr. Brown, Mr. Ehlers, Mr. Eltzroth, Mr. Emhardt, Mr. Radel, Mr. Schumacher, Mr. Wallace, Mr. Wicker, President Bright.

Mr. Brown called for General Ordinance No. 42, 1955 for second reading. It was read a second time.

On motion of Mr. Brown, seconded by Mr. Radel, General Ordinance No. 42, 1955 was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 42, 1955 was read a third time by the Clerk and passed by the following roll call vote:

Ayes 9, viz: Mr. Brown, Mr. Ehlers, Mr. Eltzroth, Mr. Emhardt, Mr. Radel, Mr. Schumacher, Mr. Wallace, Mr. Wicker, President Bright.

Mr. Schumacher called for Special Ordinance No. 9, 1955 for second reading. It was read a second time.

Mr. Wicker presented the following motion to amend Special Ordinance No. 9, 1955:

Indianapolis, Ind., May 4, 1955

Mr. President:

I move that Special Ordinance No. 9, 1955, be amended by striking out Parcel No. 1 in Section 1 and re-numbering the remaining parcels becoming Parcels No. 1 through 5.

JOSEPH A. WICKER, Councilman

The motion was seconded by Mr. Wallace and FAILED to pass by the following roll call vote:

Ayes 3, viz: Mr. Emhardt, Mr. Wallace, Mr. Wicker.

Noes 6, viz: Mr. Brown, Mr. Ehlers, Mr. Eltzroth, Mr. Radel, Mr. Schumacher, President Bright.

On motion of Mr. Schumacher, seconded by Mr. Ehlers, Special Ordinance No. 9, 1955 was ordered engrossed, read a third time and placed upon its passage.

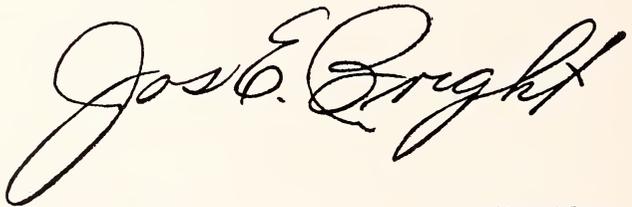
Special Ordinance No. 9, 1955 was read a third time by the Clerk and passed by the following roll call vote:

Ayes 9, viz: Mr. Brown, Mr. Ehlers, Mr. Eltzroth, Mr. Emhardt, Mr. Radel, Mr. Schumacher, Mr. Wallace, Mr. Wicker, President Bright.

On motion of Mr. Brown, seconded by Mr. Ehlers, the Common Council adjourned at 8:30 P.M. CST.

We hereby certify that the above and foregoing, is a full, true and complete record of the proceedings of the Common Council of the City of Indianapolis held on the 4th day of May, 1955, at 6:30 P.M. CST.

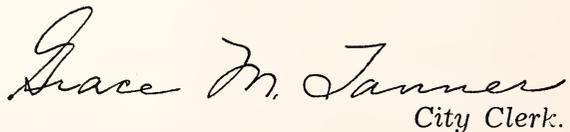
In Witness Whereof, we have hereunto subscribed our signatures and caused the seal of the City of Indianapolis to be affixed.



ATTEST:

President.

(SEAL)



City Clerk.

May 4, 1955]

City of Indianapolis, Ind.

299

