

REGULAR MEETING

Monday, May 2, 1960, 7:30 P.M.

Whereas certain Councilmen indicated they would not be present for the meeting of Monday, May 2, 1960, and whereas there would not be sufficient councilmen present to constitute a quorum, President Wallace issued a call for a Special Meeting to be held Wednesday, May 4, 1960, at 7:30 P.M., 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, 1960, 7:30 P.M.

The Common Council of the City of Indianapolis, met in the Council Chamber in the City Hall, Wednesday, May 4, 1960, at 7:30 P.M., with President Wallace in the chair, pursuant to the following call:

Mailed April 27, 1960

**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, 1960 at 7:30 P.M., 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,

JOSEPH C. WALLACE
President, Common Council

I, Teresa F. Laffey, 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.

[SEAL] TERESA F. LAFFEY
City Clerk.

Which was read.

President Wallace called the meeting to order.

The Clerk called the roll.

Present: Mr. Featheringill, Mr. Hasbrook, Mr. Huber, Mr. McKinney, Mr. Moriarty, Mrs. Spoerle, Mr. Williamson, President Wallace.

Absent: Mr. Alford.

The reading of the Journal for the previous meeting

was dispensed with on motion of Mrs. Spoerle, seconded by Mr. Huber.

COMMUNICATIONS FROM THE MAYOR

April 19, 1960

TO THE HONORABLE PRESIDENT AND 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. Teresa Laffey, the following ordinances:

GENERAL ORDINANCE NO. 26, 1960

An ordinance allocating and transferring the fire insurance proceeds derived from fire insurance companies in payment of the fire loss at the Brookside Shops on November 29, 1959, to specific items in the 1960 Budget in the General Fund of the City of Indianapolis, and fixing a time when the same shall take effect.

GENERAL ORDINANCE NO. 27, 1960 (AS AMENDED)

An ordinance authorizing the Board of Public Safety of the City of Indianapolis to purchase through its duly authorized Purchasing Agent, certain equipment to be paid for out of funds heretofore appropriated or available, and fixing a time when the same shall take effect.

GENERAL ORDINANCE NO. 28, 1960

An ordinance to amend the Municipal Code of Indianapolis, 1951, General Ordinance No. 140, 1951, as amended, and more particularly Title 4, Chapter 9 thereof, by the addition thereto of Sections 4-928.1, creating and establishing a one-hour parking meter zone with a minimum fee of 5¢ per hour between the hours of 7:00 A.M. and 3:00 P.M. inclusive, and by the

addition of Section 4-928.2, creating and establishing a one-hour parking meter zone with a minimum fee of 5¢ per hour, between the hours of 9:00 A.M. to 6:00 P.M. inclusive, repealing all ordinances or parts thereof in conflict therewith, providing for a penalty for violation and fixing a time when the same shall take effect.

SPECIAL ORDINANCE NO. 15, 1960

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

SPECIAL ORDINANCE NO. 35, 1960

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

SPECIAL ORDINANCE NO. 44, 1960

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

Respectfully,

CHARLES H. BOSWELL
Mayor

COMMUNICATIONS FROM CITY OFFICIALS

May 4, 1960

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

Gentlemen:

Pursuant to the laws of the State of Indiana, I caused to be published

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in the Indianapolis Commercial and the Indianapolis Star on Thursday, April 21, 1960, General Ordinance No. 28, 1960.

The above named Ordinance will be in full force and effect eight days after the last date of publication and compliance with all laws pertaining thereto.

Respectfully,

CITY OF INDIANAPOLIS

TERESA F. LAFFEY
City Clerk

May 4, 1960

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

Gentlemen:

Pursuant to the laws of the State of Indiana, I caused to be published in the Indianapolis Commercial and the Indianapolis Star on Thursday, April 21, 1960 and again on Thursday, April 28, 1960, Special Ordinances Nos. 15, 35 and 44, 1960.

The above named Ordinances will be in full force and effect thirty days after the last day of publication and compliance with all laws pertaining thereto.

Respectfully,

CITY OF INDIANAPOLIS

TERESA F. LAFFEY
City Clerk

May 4, 1960

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

Gentlemen:

Pursuant to the laws of the State of Indiana, I caused to be published a "Notice to Taxpayers" regarding Appropriation Ordinances Nos. 5 and 6, 1960. The notice was advertised in the Indianapolis Star and the Indianapolis Commercial on Thursday, April 21, 1960 and again on Thursday, April 28, 1960, that taxpayers would have the right to be heard on the foregoing Ordinances in the next meeting of the Common Council on May 4, 1960.

Notices of the above were posted ten days prior to the date of hearing in the Court House, City Hall and Police Station.

Respectfully,

CITY OF INDIANAPOLIS

TERESA F. LAFFEY
City Clerk

May 4, 1960

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

Gentlemen:

Transmitted herewith are twenty-eight copies of Appropriation Ordinance No. 7, 1960, appropriating, transferring, reappropriating and reallocating the sum of Three Hundred Dollars (\$300.00), from a certain designated item and fund in the Parking Meter Department as appropriated under the 1960 Budget, General Ordinance No. 75, 1959, as Amended, to a certain other designated item and fund in

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the same department, and fixing a time when the same shall take effect.

Respectfully submitted,

WILLIAM H. WILLIAMSON
Councilman

May 4, 1960

Gentlemen:

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

Gentlemen:

Transmitted herewith are twenty-eight copies of Appropriation Ordinance No. 8, 1960, appropriating the sum of Five Hundred Thousand Dollars (\$500,000.00), to provide funds to pay the cost of certain improvements to be made to runways, taxiways, aprons including lighting and drainage and other necessary construction and the acquisition of land at the Indianapolis Weir Cook Municipal Airport, and for general airport improvements, and fixing a time when the same shall take effect.

Respectfully submitted,

WILLIAM H. WILLIAMSON
Councilman

May 4, 1960

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

Gentlemen:

Transmitted herewith are twenty-eight copies of General Ordinance No. 29, 1960, authorizing the Board of Public Works of the

City of Indianapolis to purchase through its duly authorized Purchasing Agent, certain equipment to be paid for out of funds heretofore appropriated or available, and fixing a time when the same shall take effect. This authorization is covered by Requisitions Nos. 2517 and 2519.

Respectfully submitted,

MARY M. SPOERLE
Councilman

May 4, 1960

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

Gentlemen:

Transmitted herewith are twenty-eight copies of General Ordinance No. 30, 1960, authorizing the Board of Public Safety of the City of Indianapolis to purchase through its duly authorized Purchasing Agent, certain equipment to be paid for out of funds heretofore appropriated or available, and fixing a time when the same shall take effect. This authorization is covered by Requisitions Nos. 5936, 5996, 8368, 8660, 11549 and 11560.

Respectfully submitted,

ROSCOE A. MCKINNEY
Councilman

May 4, 1960

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

Gentlemen:

Transmitted hereby are twenty-eight copies of General Ordinance No. 31, 1960, authorizing the issuance and sale of bonds of said City for the purpose of providing funds to pay the cost of certain improve-

ments to be made to runways, taxiways and aprons, including lighting and drainage and other necessary construction and the acquisition of land at the Indianapolis Weir Cook Municipal Airport, and for general airport improvements.

Respectfully submitted,

WILLIAM H. WILLIAMSON
Councilman

May 4, 1960

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

Gentlemen:

Transmitted herewith are twenty-eight copies of General Ordinance No. 32, 1960, approving, ratifying and confirming the contract entered into on the 7th day of April, 1960, by and between the City of Indianapolis and the Indianapolis Power and Light Company.

Respectfully submitted,

WILLIAM H. WILLIAMSON
Councilman

May 4, 1960

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

Gentlemen:

Transmitted herewith are thirty-five copies of Special Ordinance No. 46, 1960, annexing certain contiguous territory of the City of Indianapolis, Indiana.

Respectfully submitted,

WILLIAM H. WILLIAMSON
Councilman

Mrs. Spoerle asked for recess. The motion was seconded by Mr. Huber, and the Council recessed at 7:50 P.M.

At this time those present were given an opportunity to be heard on Appropriation Ordinances Nos. 5 and 6, 1960; General Ordinances Nos. 24 and 25, 1960 and Special Ordinance No. 45, 1960.

The Council reconvened at 8:20 P.M., with the same members present as before.

COMMITTEE REPORTS

Indianapolis, Ind., May 4, 1960

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. 5, 1960, entitled

AN ORDINANCE transferring the sum of \$9,500 from Fund 22 in the Department of Public Works, Administration to Fund 22 in the Department of Public Safety for use by Market & Refrigeration,

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

WM. H. WILLIAMSON, Chairman
R. A. MCKINNEY
MARY M. SPOERLE
AUGUST C. HUBER
DANIEL P. MORIARTY

Indianapolis, Ind., May 4, 1960

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. 6, 1960, entitled

AN ORDINANCE appropriating \$10,000.00 to the Department of Flood Control,

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

WM. H. WILLIAMSON, Chairman
MARY M. SPOERLE
R. A. McKINNEY
AUGUST C. HUBER
DANIEL P. MORIARTY

Indianapolis, Ind., May 4, 1960

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 Special Ordinance No. 45, 1960, entitled

AN ORDINANCE annexing contiguous territory to the city of Indianapolis at 38th Street, N. Drive and Ritter Avenue,

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

WILLIAM H. WILLIAMSON, Chairman
R. A. McKINNEY
MARY M. SPOERLE
AUGUST C. HUBER
DANIEL P. MORIARTY

Indianapolis, Ind., May 4, 1960

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. 24, 1960, entitled

AN ORDINANCE amending Title 4, Chapter 8, Section 4-817 by
the addition of subsection 77 prohibiting parking, stopping
or standing between the hours of 7:00 A.M. and 9:00 A.M. on
Central Avenue, West side, between 38th and 52nd,

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

R. A. MCKINNEY, Chairman
MARY M. SPOERLE
WM. H. WILLIAMSON
ED FEATHERINGILL

Indianapolis, Ind., May 4, 1960

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. 25, 1960, entitled

AN ORDINANCE providing 30 minute parking at a 5¢ rate on
both sides of Louisiana Street between McCrea and Meridian;
and 1 hour parking at a 5¢ rate on both sides of Jackson Place
between McCrea and Meridian; and repealing subsections No.
1 and No. 2 of Section 4-911, paragraph 5, which are in con-
flict with this ordinance,

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

R. A. MCKINNEY, Chairman
MARY M. SPOERLE
WM. H. WILLIAMSON
ED FEATHERINGILL

INTRODUCTION OF APPROPRIATION ORDINANCES

By Councilman Williamson:

APPROPRIATION ORDINANCE NO. 7, 1960

AN ORDINANCE appropriating, transferring, reappropriating and reallocating the sum of Three Hundred Dollars (\$300.00), from a certain designated item and fund in the Parking Meter Department as appropriated under the 1960 Budget, General Ordinance No. 75, 1959, as Amended, to a certain other designated item and fund in the same department, and fixing a time when the same shall take effect.

WHEREAS: Certain extraordinary conditions have developed since the adoption of the existing annual budget, and certain monies appropriated for certain accounts of the Parking Meter Department are insufficient to meet current needs of said department, and

WHEREAS: Certain existing appropriations for said department now have unobligated balances which will not be needed for the purpose for which appropriated.

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

Section 1. That the total sum of Three Hundred Dollars (\$300.00), now held in the following item and fund in the Parking Meter Department, according to the 1960 Budget, General Ordinance No. 75, 1959, as Amended, be and the same is hereby reduced in the following amount, to-wit:

PARKING METER DEPARTMENT

REDUCE: Parking Meter Fund

4. MATERIALS

45. Repair Parts -----\$300.00

and the said amount is transferred therefrom, reappropriated and reallocated to the following designated item and fund, to-wit:

INCREASE: Parking Meter Fund

4. MATERIALS

44. General Materials -----\$300.00

Section 2. The above transfer and reappropriation 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 total 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.

By Councilman Williamson:

APPROPRIATION ORDINANCE NO. 8, 1960

AN ORDINANCE of the City of Indianapolis, Indiana, appropriating the sum of Five Hundred Thousand Dollars (\$500,000.00), to provide funds to pay the cost of certain improvements to be made to runways, taxiways, aprons including lighting and drainage and other necessary construction and the acquisition of land at the Indianapolis Weir Cook Municipal Airport, and for general airport improvements.

WHEREAS, the Board of Aviation Commissioners, City of Indian-

apolis, Indiana, having completed a study of the present and future requirements for the expansion of the Indianapolis Weir Cook Municipal Airport, and having determined the mandate that certain improvements be made to runways, taxiways, aprons including lighting and drainage and other necessary construction and the acquisition of land at the Indianapolis Weir Cook Municipal Airport, and for general Airport improvements, and has further determined and estimated that the aggregate amount of the City's part of the cost of such improvement program, including incidental and preliminary expenses necessarily incurred in connection therewith, including the issuance of bonds on account thereof, will be in the approximate sum of Five Hundred Thousand Dollars (\$500,000.00), and

WHEREAS: said Board of Aviation Commissioners adopted a resolution requesting an appropriation in the amount of Five Hundred Thousand Dollars (\$500,000.00), for said purpose, which request has been approved by the City Controller with the recommendation that the funds necessary to cover such appropriation be obtained by the issuance and sale of general obligation bonds of the City, and

WHEREAS, this Council now finds that the City has no funds available or provided for in the existing budget and tax levy which may be applied upon said improvement program, therefore making it necessary to authorize the issuance of bonds of the City in order to provide such funds, and that an extraordinary emergency exists for the making of the additional appropriation hereinafter set forth:

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

Section 1. That the sum of Five Hundred Thousand Dollars (\$500,000.00), be and the same is hereby appropriated out of the proceeds from the bonds heretofore authorized to be issued and sold by the Common Council and designated as "City of Indianapolis Weir Cook Municipal Airport Improvement Bonds of 1960", for the use of the Board of Aviation Commissioners of the Department of Aviation of said City to pay the cost of improvements to be made to runways, taxiways, aprons including lighting and drainage and other necessary construction and the acquisition of land at the Indianapolis Weir Cook

Municipal Airport, and for general airport improvements, together with the preliminary and incidental expenses necessarily incurred in connection therewith, including the issuance of bonds on account thereof. Any surplus proceeds shall be credited to the Sinking Fund as provided by law. Such fund may be combined with any Federal Funds in a manner to create any construction fund as may be needed under any Federal Law or Regulation.

Section 2. Immediately upon the final passage and approval of this ordinance and determination, the City Clerk and the City Controller shall deliver two certified copies thereof to the Auditor of Marion County, Indiana, with a request that a copy thereof be certified and transmitted by said Auditor to the State Board of Tax Commissioners for further action thereon as provided by law.

Section 3. This ordinance shall be in full force and effect from and after its passage and signing by the Mayor.

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

INTRODUCTION OF GENERAL ORDINANCES

By Councilman Spoerle:

GENERAL ORDINANCE NO. 29, 1960

AN ORDINANCE authorizing the Board of Public Works of the City of Indianapolis to purchase through its duly authorized Purchasing Agent, certain equipment to be paid for out of funds heretofore appropriated or available, 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 Board of Public Works of the City of Indianapolis be and the same is hereby authorized and empowered to purchase, through its duly authorized Purchasing Agent, the hereinafter

designated equipment to be used by the 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 Board after advertisement therefor, as provided by law, and the total cost of said equipment shall not exceed the sum of money heretofore appropriated or available for the use of said Board.

BOARD OF PUBLIC WORKS

Req. No. 2517—Base Bid for Bituminous Treatment of Gravel Streets. (Emulsified Asphalt) ----\$37,400.00

Req. No. 2519—Base Bid for Bituminous Treatment of Gravel Streets (tar) -----\$86,800.00

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

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

By Councilman McKinney:

GENERAL ORDINANCE NO. 30, 1960

AN ORDINANCE authorizing the Board of Public Safety of the City of Indianapolis to purchase through its duly authorized Purchasing Agent, certain equipment to be paid for out of funds heretofore appropriated or available 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 Board of Public Safety of the City of Indianapolis be and the same is hereby authorized and empowered to purchase, through its duly authorized Purchasing Agent, the hereinafter designated equipment to be used by the 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

Board after advertisement therefor, as provided by law, and the total cost of said equipment shall not exceed the sum of money heretofore appropriated or available for the use of said Board.

BOARD OF PUBLIC SAFETY

Fire Department

Req. No. 5936—3,000 ft. (more or less) Fire Hose for Fire
Dept. -----\$4,490.00

Req. No. 5996—2 Automobiles for Fire Dept. -----\$3,661.70

Police Department

Req. No. 8368—Automobile for Police Chief -----\$2,489.00

Req. No. 8660—7 Police Servi-cycles for Police Dept. -----\$9,136.45

Traffic Engineer

Req. No. 11549—2 Jeep Trucks for Traffic Engineer -----\$5,480.78

Req. No. 11560—5 Automobiles for Traffic Engineer -----\$7,567.30

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

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

By Councilman Williamson:

GENERAL ORDINANCE NO. 31, 1960

AN ORDINANCE of the City of Indianapolis, authorizing the issuance and sale of bonds of said City for the purpose of providing funds to pay the cost of certain improvements to be made to runways, taxiways, aprons including lighting and drainage and other necessary construction and the acquisition of land at the Indian-

apolis Weir Cook Municipal Airport, and for general airport improvements.

WHEREAS, the Board of Aviation Commissioners of the City of Indianapolis has determined that certain improvements to the Weir Cook Municipal Airport are immediately necessary in order to accommodate Jet Transport Aircraft and that same represent the first phase of construction in the development of the established Airport Master Plan and that such improvements benefit the City of Indianapolis for the convenience and necessity of its citizens and the general public, and

WHEREAS, said Board of Aviation Commissioners has estimated and determined that the aggregate amount of the City's part of the cost of such improvement program will be approximately Five Hundred Thousand Dollars (\$500,000.00), and

WHEREAS, said Board of Aviation Commissioners of said City has heretofore adopted a resolution requesting an appropriation in the amount of not to exceed Five Hundred Thousand Dollars (\$500,000.00) for said purpose, which request has been approved by the City Controller, in the amount of Five Hundred Thousand Dollars (\$500,000.00), with the recommendation that the funds necessary to cover such appropriation be obtained by the issuance and sale of general obligation bonds of the City, and

WHEREAS, heretofore on the —— day of ——, 1960, a petition has been filed under the provisions of Chapter 119 of the Acts of 1937, by more than fifty (50) owners of taxable real estate in the City of Indianapolis, Indiana, requesting this Common Council to issue bonds in an amount not exceeding the sum of Five Hundred Thousand Dollars (\$500,000.00) for the purpose of providing funds to pay the cost of certain improvements to be made to runways, taxiways, aprons including lighting and drainage and other necessary construction and the acquisition of land at the Indianapolis Weir Cook Municipal Airport, and for general airport improvements, which petition this Council finds to be sufficient under the provisions of said Acts; and

WHEREAS, the Council now finds that these improvements, construction and acquisition of land for expansion of its airport facilities for said City will be of general benefit to the City and its citizens; and

WHEREAS, there are not now and will not be sufficient funds available in the treasury of the City of Indianapolis from which to pay the cost of such improvement program, and it is therefore necessary for said City to procure the sum of Five Hundred Thousand Dollars (\$500,000.00), in order to provide a fund to be devoted to the aforesaid purposes and to issue and sell bonds in such an amount, payable from the General Revenues and Funds of said City or from the Sinking Fund, or as may be required by law;

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

Section 1. That the City Controller be and he is hereby authorized for the purpose of providing funds to be applied upon the cost of certain improvements to be made to runways, taxiways, aprons including lighting and drainage and other necessary construction and the acquisition of land at the Weir Cook Municipal Airport in the City of Indianapolis, Indiana, to prepare, issue and sell Five Hundred (500) bonds of the City of Indianapolis, Marion County, Indiana, of One Thousand Dollars (\$1,000.00) each, which bonds shall be dated as of the first day of the month in which sold, and shall be numbered One (1) to Five Hundred (500) both inclusive and shall bear interest at the rate of not exceeding four and one half per cent (4½%) per annum, the exact rate to be determined by bidding as hereinafter more particularly provided, which interest shall be payable on the first day of July, 1961 and thereafter semi-annually on January 1 and July 1 of each year of the period of said bonds, and shall be evidenced by coupons attached to said bonds. Both bonds and interest coupons shall be payable at the office of the Treasurer of Marion County, ex officio, City Treasurer in the City of Indianapolis, Indiana, in lawful money of the United States of America. The bonds shall mature serially in the amounts and on the dates as follows:

\$50,000.00 due on July 1, 1961
 \$50,000.00 due on July 1, 1962
 \$50,000.00 due on July 1, 1963
 \$50,000.00 due on July 1, 1964
 \$50,000.00 due on July 1, 1965
 \$50,000.00 due on July 1, 1966
 \$50,000.00 due on July 1, 1967
 \$50,000.00 due on July 1, 1968
 \$50,000.00 due on July 1, 1969
 \$50,000.00 due on July 1, 1970

Section 2. Said bonds shall be signed in the name of the City of Indianapolis, Indiana, by the Mayor of said city, counter-signed by the City Controller, and attested by the City Clerk who shall affix the seal of said city to each of said bonds. The interest coupons attached to said bonds shall be executed by the facsimile signatures of the Mayor and the City Controller of said city, which for all purposes shall be taken and deemed to be equivalent to a manual signing thereon. Said bonds shall, in the hands of bona fide holders have all of the qualities of negotiable instruments under the law merchant.

Section 3. The form and tenor of said bonds and the interest coupons to be attached thereto, shall be substantially as follows, to-wit:

UNITED STATES OF AMERICA

State of Indiana	County of Marion
Number	\$1,000.00

CITY OF INDIANAPOLIS

WEIR COOK MUNICIPAL AIRPORT IMPROVEMENT BOND OF 1960

For value received, the City of Indianapolis, Marion County, Indiana, hereby promises to pay to the bearer hereof on the first day of -----, 19----, the principal amount of

ONE THOUSAND DOLLARS

in lawful money of the United States of America, together with interest thereon at the rate of ----- per cent (----%) per annum from date until paid, which interest shall be payable on the first day of July, 1961 and thereafter annually on the first days of January and July respectively, on presentation of the proper interest coupons hereunto attached and which are made a part of this bond.

Both principal of and interest on this bond are payable in lawful money of the United States of America at the office of the Treasurer of Marion County, ex officio Treasurer of the City of Indianapolis, in the City of Indianapolis, Indiana.

This bond is one of an authorized issue of Five Hundred (500) bonds of the City of Indianapolis, Indiana, of like date, denomination, tenor and effect, except as to dates of maturity, aggregating Five Hundred Thousand Dollars (\$500,000.00) numbered consecutively from one (1) to Five Hundred (500) inclusive, issued for the purpose of providing funds to pay the cost of certain improvements to be made to runways, taxiways, aprons including lighting and drainage and other necessary construction and the acquisition of land at the Indianapolis Weir Cook Municipal Airport, and for general airport improvements, pursuant to an ordinance adopted by the Common Council of said city on the ----- day of -----, 1960, and by virtue of the laws of the State of Indiana, including An Act of the General Assembly entitled "An Act concerning municipal corporations" approved March 6, 1905, and all laws amendatory thereof and supplemental thereto, particularly Chapter 190 of the Acts of 1945 as amended.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law; that this bond and said total issue of bonds is within every limit of indebtedness prescribed by the Constitution and the laws of the State of Indiana, and that the full faith and credit of the City of Indianapolis, Indiana, is hereby irrevocably pledged to the punctual payment of the principal and interest of this bond according to its terms.

IN WITNESS WHEREOF, the City of Indianapolis, in Marion County, Indiana, by ordinance of its Common Council has caused this bond to be signed in its corporate name, by its Mayor, countersigned by its City Controller, its corporate seal to be hereunto affixed, and attested by its City Clerk, and the interest coupons hereto attached to be executed by placing thereon the facsimile signatures of said Mayor and City Controller as of the ----- day of -----, 1960.

CITY OF INDIANAPOLIS

By -----

Mayor

Countersigned:

City Controller

ATTEST:

City Clerk

INTEREST COUPON

Coupon No. ----- \$-----

On the ----- day of -----, 19----, the City of Indianapolis, Marion County, Indiana, will pay to the bearer, at the office of the Treasurer of Marion County, ex officio City Treasurer, in said city, ----- Dollars, in lawful money of the United States of America, being the interest due on said date on its City of Indianapolis Weir Cook Municipal Airport Improvement Bond of 1960, dated -----, 1960, No. -----

CITY OF INDIANAPOLIS

By -----
Mayor

City Controller

Section 4. Upon final adoption of this ordinance the City Clerk shall cause to be published and posted in the manner required by law, a notice of the filing of a petition to issue bonds of the City of Indianapolis and a notice to taxpayers of the determination of said City to issue said bonds as authorized by this ordinance. Said notice shall be published once each week for two (2) consecutive weeks in two (2) newspapers published in the City of Indianapolis, Indiana, and representing the two (2) leading political parties, and said notice shall also be posted in three (3) public places in said City all as provided by law.

Said bonds shall not be advertised for sale prior to the expiration

of the period during which taxpayers may file remonstrances or objecting petitions to the issuance of said bonds. In the event a remonstrance shall be filed by the owners of taxable real estate under the provisions of Section 64-313 Burns Indiana Statutes 1933, then no further steps toward the issuance of said bonds shall be taken unless and until the Common Council shall have determined that such remonstrance is insufficient. In the event an objecting petition or petitions are filed by taxpayers under the provisions of Section 64-1332 Burns Indiana Statutes 1933, then no further steps toward the issuance of said bonds shall be taken unless and until the State Board of Tax Commissioners shall issue its order approving the issuance of said bonds. In the event that it shall be determined by the State Board of Tax Commissioners, or otherwise, that the whole amount of the bonds herein authorized shall not be issued, then the City Controller shall be authorized to advertise and sell a lesser amount of bonds, and the bonds not issued and sold shall be the bonds of the longest maturity or maturities.

Section 5. Prior to the sale of said bonds the City Controller shall cause to be published a notice of sale of said bonds once each week for two (2) consecutive weeks in two (2) local newspapers. The date fixed for the sale of said bonds shall be not earlier than ten (10) days after the last of said publications. Said bond sale notice shall state the time and place of sale, its purpose for which the bonds are issued, the total amount to be sold, the maximum rate of interest thereon, the time and place of payment, and the terms and conditions upon which bids will be received and the sale made, and such other information as the City Controller shall deem necessary.

Among other things the aforementioned notice shall advise the bidders that all bids for said bonds shall be filed with the City Controller in his office in said City in sealed envelopes marked "Bids for City of Indianapolis Weir Cook Municipal Airport Improvement Bonds of 1960", and each bid shall be accompanied by a certified or cashier's check or bank draft payable to the City of Indianapolis in an amount equal to One (1%) per cent of the amount of said bonds, to guarantee the good faith of the bidder, and that in the event the bidder to whom the bonds were awarded, shall fail to comply with the provisions of the bid, then said check and proceeds thereof shall become the property of the City of Indianapolis, and shall be taken and considered as the liquidated damages of the City, on account of such failure or refusal. The aforementioned notice shall provide also that bidders for said bonds shall be required to name the rate of interest

which said bonds are to bear, not exceeding Four and one half ($4\frac{1}{2}\%$) per cent per annum, and that such interest must be in multiples of one eighth ($\frac{1}{8}$) of One per cent (1%), and not more than three interest rates shall be named by each bidder; that the City Controller shall award said bonds to the highest responsible and qualified bidder who has submitted his bid in accordance with the notice of said sale, and that the highest bidder will be the one who offers the lowest net interest to the City, determined by computing the total interest on all of the bonds, to maturity and deducting therefrom the premium bid, if any.

Section 6. No bid for less than the par value of said bonds including the accrued interest from date of said bond to date of delivery thereof, at the rate named in the bid, shall be considered. The City Controller shall have the full right to reject any and all bids. In the event the City Controller shall receive no satisfactory bids for said bonds at the time fixed in said notice of sale, he shall be authorized to continue to receive bids thereafter from day to day for a period not to exceed thirty (30) days, without re-advertising therefor, and in the event of such a continuation of the sale, the City Controller shall open all bids filed, at the same hour each day as stated in the bond sale notice. No bid which may be received during said thirty (30) day period shall be accepted if less than the highest bid received at the time of the advertised sale.

Section 7. The City Controller is hereby authorized and directed to have said bonds and coupons prepared, and the Mayor and City Controller and City Clerk are hereby authorized and directed to execute said bonds and the interest coupons to be attached thereto in the form and in the manner herein provided, and the City Controller shall, after the execution of said bonds, deliver the same to the City Treasurer and shall take his receipt therefor. Upon the consummation of the sale of said bonds, the City Controller shall certify to the City Treasurer, the amount which the purchaser is to pay for the same, and thereupon said Treasurer shall be authorized to receive from the purchaser the amount so certified by the City Controller, and to deliver the bonds to said purchaser.

Section 8. This ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

By Councilman Williamson:

GENERAL ORDINANCE NO. 32, 1960

AN ORDINANCE approving, ratifying and confirming the contract entered into on the 7th day of April, 1960, 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 equipment 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, 1960, 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
OF
INDIANAPOLIS POWER AND LIGHT COMPANY
WITH
CITY OF INDIANAPOLIS
BOARD OF PARK COMMISSIONERS

July 1, 1960 to July 1, 1965

CHARLES H. BOSWELL
Mayor of City of Indianapolis

RUSSELL A. STONEHOUSE
EUGENE W. DORN
PAUL E. RATHERT
ROBERT A. BLACKBURN
Board of Park Commissioners

PUBLIC LIGHTING CONTRACT

THIS MEMORANDUM OF AGREEMENT, made and entered into, in duplicate, this 7th day of April, 1960, 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 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 Company 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 in the park system of the City, as herein provided, shall begin at 12:00 o'clock noon on the 1st day of July, 1960, and continue for and during the term of five (5) years, ending at 12:00 o'clock noon on the 1st day of July, 1965.

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

The work of construction, reconstruction or repair of any part of the Company's plant and equipment located in any part of the parks, parkways, boulevards and other public places, including the cutting into and repair of parkways, boulevards and pavement, and 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 of portions of the Park Light-

ing 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 shall be estimated in advance by the Company upon the basis set out in Section 6 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 to the pavement of any park, parkway, boulevard or other public place which may be necessary 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, make cuts into the drives, walks or lawn areas of any park, or cut into any parkway, boulevard or other public place without having first (a) prepared and filed maps, plans and specifications with the Board showing the work 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 make cuts into the drives, walks or lawn area of any park, or cut into any 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 effi-

ciency. 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. 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. LIABILITY:

The Company shall and hereby agrees to indemnify and save harmless the City, 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 shall not be liable to the City or to third persons, by reason of any covenant or promise herein made, for damages resulting from injuries 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, death, damage or destruction, is established by proof that such injury, death, damage or destruction, or the event or events resulting in injury, death, damage or destruction, was caused by, contributed to, or resulted from the failure for any reason or cause of any lamp or lamps in any part of the Park Lighting System to be illuminated.

10. 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.

11. 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.

12. 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 a 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 supplied under this contract. Prices quoted in "Exhibit B" are net and are subject to a three per cent (3%) collection charge when not paid to the Company within thirty (30) days after date of bill.

13. 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 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.

14. 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.

15. 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.

16. EXECUTION:

The execution of this contract by the officers of Indianapolis Power & Light Company has been authorized and the City of Indianapolis has authorized 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 as of the day, month and year first above-written.

INDIANAPOLIS POWER & LIGHT COMPANY

By W. T. Richards
Its Vice President

ATTEST:

Ralph W. Husted
Its Secretary

CITY OF INDIANAPOLIS, INDIANA

By Russell Stonehouse

Eugene W. Dorn

Paul E. Rathert

Its Board of Park Commissioners

ATTEST:

Nellie Clapp
Its Secretary

Charles H. Boswell
Mayor of City of Indianapolis

EXHIBIT A

SPECIFICATIONS

1. PARK LIGHTING SYSTEM:

The present installation of lighting equipment, as shown on Exhibits "1" and "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 contract 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 July of such contract year, whichever number is greater; and provided further, 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 and on the 1st day of July of the then current contract year.

3. ADDITIONAL LIGHTS:

A. The Company shall promptly erect and place in operation such number of additional lights on wood poles and supplied from overhead circuits, known as 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 a 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 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.

B. The Company shall promptly erect and place in operation such number of additional lights on metal poles and supplied from underground circuits, known as 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.

4. LAMPS AND ACCESSORIES:

Lighting shall be principally by means of incandescent lamps or such other type of lamp as may be mutually selected and approved by the Board and Company. Such lamps shall be placed on, supported on or suspended from poles or 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 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 lamps shall conform at all times to the highest standard of the best American lamps manufactured.

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.

5. CONTROL OF LIGHTING:

All lamps installed under and pursuant to the terms and conditions of the contract shall be lighted on an average of approximately four thousand, one hundred (4,100) hours per year, i.e., during the hours of darkness, from approximately thirty (30) minutes after sunset to approximately thirty (30) minutes before sunrise, except during the months of November, December, January and February, when the lamps will be lighted from approximately fifteen (15) minutes after sunset to approximately fifteen (15) minutes before sunrise, it being understood, however, that the control of such lighting may, at the Company's option, be by manual operation or by any approved mechanical or electrical device selected by the Company.

6. CHANGES IN LOCATION OF LIGHTS AND SIZE 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 lights, 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 lights or other equipment, the Company shall be reimbursed by the City for the total cost of labor, material and other costs necessary to accomplish such changes and relocations, plus a percentage of the labor, material and other costs of 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.

7. 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; 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 clean globes and glassware at least twice each year; will replace or repair any defective material as soon as practicable, and will restore lights and equipment to normal operating conditions in case of trouble or accident.

The annual charge per light specified in 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 against trespass thereon or destruction thereof.

To accomplish the requirements of maintenance and operation 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.

8. 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 replaced.

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 record 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 relighted. Said record shall also state the cause, if known, of each said light being extinguished or failing to burn.

To adjust the cost of 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 lighting service a sum equal to two and two-tenths cents (2.2c) per light for each 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 and park lighting is limited or prohibited, or street and park 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.

9. 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, bridge 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 and fixtures 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, renew or remove 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 negligence 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 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 alarms, telephone or tele-

graph 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, repaired 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.

10. 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.

11. 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 space to meet the Company's requirements as to location, size and accessibility.

When the transformers and other facilities and equipment required to furnish and supply current for light and power for public buildings, public equipment and other public places are mounted on wood poles, the Company will install, own and maintain the necessary transformers, protective equipment and other facilities and equipment and make the connections to the City's service outlets.

When the transformers and other facilities and equipment are to be placed at ground level, the City shall install the necessary concrete pads and fencing and the Company will furnish, install, own and maintain

the transformers, protective equipment and other facilities and equipment and make the connections to the City's service outlets.

When an underground transformer vault installation is required, the City shall furnish and install the necessary walls and ventilating grating to provide a suitable transformer vault. The Company will furnish, install, own and maintain the necessary transformers, protective equipment and other facilities and equipment, and the City shall install, own and maintain all high voltage cables, conduit and transformer connections between the Company's high voltage lines and the secondary low voltage lines.

When an underground transformer vault installation is required to supply current for customers other than public buildings, public equipment or other public places, the Company shall provide all necessary partition 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 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.

12. 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 advancement or improvement in connection with the art or service of street and park 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.

The Company shall be entitled to adjust the compensation from the Board so as to properly reflect, during the remaining term of the contract, any increase or decrease in the investment required and any change in operating expenses caused by the new installations or replacements.

The net increase or decrease in the investment and the change in the cost of operation and maintenance shall constitute the basis for the determination of the rates and charges thereafter to be paid by the Board to the Company for the improved or modified service; and the modifications or changes in the rates and charges, set forth in Exhibit B, including the addition of any new rate or charge, by reason of the improved or modified services, shall be incorporated therein by an amendment or modification of the contract approved by the Public Service Commission of Indiana, or any other body established by law succeeding to the powers now or hereafter exercised by said Commission.

In cases of new additional installations, comparisons will be made with existing facilities and equipment. In cases of replacements, the comparison will be made with the facilities and equipment replaced.

In the cases of replacements, the Board shall and hereby agrees to pay to the Company the original cost of the facilities and equipment replaced less depreciation, plus the cost of removing the facilities and equipment to Company's storeroom, minus any salvage value of the facilities and equipment so replaced. The amount to be paid by the Board to the Company shall be due upon presentation of a bill therefor and shall be payable within thirty (30) days from date thereof.

In case the Board and the Company are unable to agree as to any matters above set forth, such question or questions may be submitted to arbitration, as provided in Section 13 of the Contract.

13. ELECTROLYSIS:

Reasonable provision shall be made and maintained by the Company to protect the pipes, conduits and other property in the parks, parkways, boulevards 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.

14. 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 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 per cent (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 2,500 lumens and smaller and ten cents (10c) per night for each lamp on those circuits tested of larger than 2,500 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.

15. 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. It is agreed, however, that the Company will give the City reasonable written notice of such contemplated change, and the City will adapt its apparatus accordingly.

16. 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 or divisions thereof, for service supplied under the contract, shall be assumed by the City, providing such assumption is not contrary to law; and any reduction in expense which may affect 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.

17. POLES AND POLE LINE HARDWARE:

The installation or replacement of all wood poles from which lamps are suspended shall conform to the standard specifications of the American Standards Association.

All installations or replacements of pole line hardware shall be of standard and approved materials.

18. PERFORMANCE BOND:

The Company, at the time of signing the contract, shall furnish a bond in the sum of Fifty Thousand Dollars (\$50,000.00) 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, 1960)

(To Be Revised July 1, 1960)

CITY OWNED ORNAMENTAL EQUIPMENT

Size and Type	Lamps	Location	From	To	Circuits
12-FT. SINGLE STANDARDS 6,000 LUMEN					
12' Single 6,000 L	30	Brookside Parkway	Gale	Keystone	390
" "	9	Garfield Drive	Shelby	Raymond	410
	<u> </u>				
Total	39				

Size and Type	Lamps	Location	From	To	Circuits
12-FT. SINGLE STANDARDS 4,000 LUMEN					
12' Single 4,000 L	44	Brookside Parkway	Gale	West of Keystone	390
" "	17	Garfield Drive	Shelby	Raymond	410
" "	4	Irving Circle			416
	<u> </u>				
Total	65				

Size and Type	Lamps	Location	From	To	Circuits
12-FT. SINGLE HARP TYPE STANDARDS 6,000 LUMEN					
12' Harp 6,000 L	1	Brookville Road and Sherman Drive			436
12-FT SINGLE HARP TYPE STANDARDS 4,000 LUMEN					
12' Harp 4,000 L	12	Brookville Road	Sherman	Washington	436
	<u> </u>				
Total	12				

10½-FT. SINGLE STANDARDS 2,500 LUMEN

Size and Type	Lamps	Location	From	To	Circuits
10½ Single 2,500 L	3	Brookside Avenue	Newman	Commerce	352
" "	83	Brookside Parkway, North Drive	Brookside Av.	Olney	352
" "	4	Fletcher Triangle			345
" "	4	Spades Park			345
" "	10	University Park			AU-30
Total 104					

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

Size and Type	Lamps	Location	From	To	Circuits
10½ Harp 2,500 L	36	Camp Sullivan			260
" "	9	Highland Park			359
" "	9	Indianola Park			266
" "	2	Jefferson Avenue			390
" "	6	Morris Square			308
" "	3	Noble Place			438
" "	44	Rhodius Park			114
" "	2	South Grove Golf Course			247
" "	9	Spades Park	Pogues Run	Nowland	345
Total 120					

Size and Type	RED GLOBE SAFETY NEWELS, 2,500 LUMEN		Circuits
	Lamps	Location	
Safety Newel 2,500 L	1	Brookside and Tacoma	390
" "	1	Brookside and Temple	390
" "	1	Brookside, West of Dearborn	390
" "	1	North Garfield Drive and East Garfield Drive	410
Total		4	

EXHIBIT 2

(Exhibit as of January 1, 1960)
(To Be Revised July 1, 1960)

COMPANY OWNED ORNAMENTAL EQUIPMENT

Size and Type	15,000 LUMEN METAL POLES		Circuits
	Lamps	Location	
Metal Pole, 15,000 L	2	Evanston	705 & 706
" "	26	Fall Creek Parkway, North Drive	319, 322, 333 & 397
" "	67	Fall Creek Parkway, North Drive	332, 333, 705, 706 & 707
" "	13	Fall Creek Parkway	280, 283, 319 & 397
" "	4	Keystone, North and South of Fall Creek Parkway	707
" "	2	Pleasant Run Parkway, North Drive, 1st East and 1st West of Madison Avenue	409
Total		114	

10,000 LUMEN METAL POLES

Size and Type	Lamps	Location	From	To	Circuits
Metal Pole, 10,000 L	112	Burdal Parkway	White River Parkway	Fall Creek Parkway	252, 289, 290 & 291
"	129	(Fall Creek Parkway, North Drive	Burdal Parkway	New Jersey	(226, 252, 280, 283,
"	"	(Fall Creek Parkway, North Drive	30th Street	38th Street	(319, 333 (& 332
"	6	Fall Creek Parkway, North Drive, 46th Street	North and South of		365
"	15	Fall Creek Parkway, South Drive	West of Indiana Avenue		240 & 254
"	23	Fall Creek Parkway, East Drive	10th Street	16th Street	272
"	14	Garfield Park Garden Area	College Avenue	Parker	457
"	81	Kessler Boulevard	Meridian	Crows Nest Drive	304, 742 & 743
"	35	Kessler Boulevard			293, 321 & 700
"	2	Madison and Pleasant Run Parkway			409
"	8	Park Building Parking Area			268
"	125	White River Parkway, East Drive	16th Street	38th Street	210, 247, 252, 276 & 288

Total 550

6,000 LUMEN METAL POLES

Size and Type	Lamps	Location	From	To	Circuits
Metal Pole, 6,000 L	15	Boulevard Place	49th Street	52nd Street	213 & 214
" "	91	Brookside Park			390, 709 & 710
" "	15	Christian Park			432
" "	7	Coffin Golf Course			210 & 284
" "	7	Cold Spring Road	30th Street	Crooked Creek	210
" "	51	Cold Spring Road	Road 52	30th Street	285
" "	8	Delaware Bridge Over Fall Creek			397
" "	36	Douglas Park			365
" "	2	Ellenberger Park			388
" "	5	Ellenberger Parkway, East & West Drives			
" "	29	Fall Creek Parkway, South Drive	St. Clair	10th Street	366
" "	2	Finch Park	Capitol	Central	211, 283, 355 & 378
" "	152	Garfield Park			461
" "	3	Hampton Drive	Haughey	Sunset	404, 457 & 458
" "	2	Jefferson Bridge Over Pogues Run			213 & 214
" "	2	Kessler Bridge Over Canal			352 & 390
" "	16	Kessler Boulevard	Meridian	Central	342
" "	74	Pleasant Run Parkway, North Drive	Bluff	Prospect	205, 342, 344 & 701 102, 406, 407, 709 & 710

6,000 LUMEN METAL POLES (Continued)

Size and Type	Lamps	Location	From	To	Circuits
Metal Pole 6,000L	42	Pleasant Run Parkway, South Drive	Meridian	Keystone	102, 406, 407, 409 & 410
" "	131	Pleasant Run Parkway, North Drive	English	Arlington	326, 388, 432, 389 & 436
" "	2	Pleasant Run Parkway, North Drive	Bridge East of Ritter		388
" "	45	Pleasant Run Parkway, South Drive	English	Penn. & B&O R.R.	432
" "	21	Pleasant Run Parkway, South Drive	Michigan	Emerson	326
" "	10	Pleasant Run Parkway, South Drive	Arlington	Kitley	353
" "	2	Michigan Street Bridge over Pleasant Run			388
" "	24	Riverside Park	College	Park	210 & 295
" "	13	Riverview Drive	Hampton Dr.	49th Street	323
" "	9	Sunset	College	Guilford	213 & 214
" "	10	Sutherland			369
" "	26	University Park			AU-30
" "	70	Washington Park	Cold Spring Road	Lake	712 & 715
" "	75	White River Parkway, West Drive		Sullivan	284 & 295
" "	2	White River Parkway, North and South of 30th Street		South of 30th Street	210

6,000 LUMEN METAL POLES (Continued)

Size and Type	Lamps	Location	From	To	Circuits
Metal Pole 6,000L	8	Willard Park			381
" "	17	30th Street	Cold Spring Road	White River Parkway	210
" "	14	49th Street	Sunset	Boulevard Place	213 & 214

 Total 1038

4,000 LUMEN METAL POLES

Size and Type	Lamps	Location	From	To	Circuits
Metal Pole, 4,000 L	17	Cold Spring Road, North of 30th Street			210
" "	14	Ellenberger Park			388
" "	7	Ellenberger Parkway, East & West Drives	St. Clair Haughey	10th Street Sunset	366 213 & 214 406, 407, 409 & 410
" "	14	Hampton Drive	Raymond	Keystone	436
" "	57	Pleasant Run Parkway, South Drive	English Arlington	Sherman 10th Street	353
" "	15	Pleasant Run Parkway	Hampton Dr.	49th Street	213 & 214
" "	31	Pleasant Run Parkway	Cold Spring Road	White River	210
" "	12	Sunset			102, 406, 407, 409 & 410
" "	11	30th Street			
" "	81	Pleasant Run Parkway, North Drive	Bluff	Prospect	

 Total 259

OVERHEAD PENDANT 10,000 LUMEN

Size and Type	Lamps	Location	From	To	Circuits
Overhead, 10,000 L	15	38th Street	White River Parkway	Road 421	278
"	8	Kessler Boulevard	College	Carvel	742
"	6	Kessler Boulevard	Meridian	Spring Mill	293 & 701
Total					29

OVERHEAD PENDANT 6,000 LUMEN

Size and Type	Lamps	Location	From	To	Circuits
Overhead, 6,000 L	21	Arden Drive	Meridian	College	323
"	1	Arnolda Park			217
"	3	Belmont Park			221
"	13	Broad Ripple Park			735
"	1	College and Riverview Drive			323
"	6	Douglas Park			379
"	2	Lentz Playground			Multiple
"	2	McCarty Place			115
"	1	Oak Hill Playground			349
"	1	Pleasant Run Parkway and Southeastern			445
"	3	Riverview Drive	Kessler	College	322 & 323
"	1	29th Street, West of East Riverside Drive			233
"	3	21st Street and School Street			307
Total					53

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, OPERATING
AND MAINTAINING EXISTING LAMPS IN SERVICE
PRIOR TO JULY 1, 1960, AND OWNED BY THE
CITY AS SHOWN IN EXHIBIT 1 ATTACHED TO
SPECIFICATIONS.

The prices quoted below are net per year for an average of approximately 4,100 burning hours.

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

Thirty-four and 00/100 dollars (\$34.00) net per year.

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

Twenty-seven and 00/100 dollars (\$27.00) net per year.

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

Thirty-four and 00/100 dollars (\$34.00) net per year.

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

Twenty-seven and 00/100 dollars (\$27.00) net per year.

V. Single-lamp standard, 10 ft. in height, including one (1) 2,500

lumen incandescent lamp with necessary fixtures and glassware and supplied from underground circuits:

Twenty-three and 00/100 dollars (\$23.00) net per year.

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

Twenty-three and 00/100 dollars (\$23.00) net per year.

VII. Simple-lamp safety newel standard, including one (1) 2,500 lumen incandescent lamp with necessary fixtures and glassware and supplied from underground circuits:

Twenty-three and 00/100 dollars (\$23.00) net per year.

PRICES FOR FURNISHING, OPERATING AND
MAINTAINING EXISTING LAMPS IN SERVICE
PRIOR TO JULY 1, 1960, AND OWNED BY THE
COMPANY AS SHOWN IN EXHIBIT 2, ATTACHED
TO SPECIFICATIONS

The prices quoted below are net per year for an average of approximately 4,100 burning hours.

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

One hundred and 50/100 dollars (\$100.50) net per year.

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

Seventy-four and 00/100 dollars (\$74.00) net per year.

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

Forty-seven and 50/100 dollars (\$47.50) net per year.

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

One hundred eight and 00/100 dollars (\$108.00) net per year.

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

Eighty-seven and 00/100 dollars (\$87.00) net per year.

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

Sixty-eight and 00/100 dollars (\$68.00) net per year.

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

Fifty-five and 50/100 dollars (\$55.50) net per year.

XV. 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, 1960, AND OWNED BY THE COMPANY

The prices quoted below are net per year for an average of approximately 4,100 burning hours.

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

One hundred eight and 00/100 dollars (\$108.00) net per year.

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

Eighty-six and 50/100 dollars (\$86.50) net per year.

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

Fifty-six and 50/100 dollars (\$56.50) net per year.

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

One hundred twenty-five and 50/100 dollars (\$125.50) net per year.

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

One hundred four and 50/100 dollars (\$104.50) net per year.

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

Eighty-four and 00/100 dollars (\$84.00) net per year.

XXII. 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:

Seventeen cents (\$.17) 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 UNDER THE
ABOVE PRICES

XXIII. 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 manufacturer's 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.

RATE (per each meter used)

The rates for the classes of service enumerated in this Item No. XXIII shall be in accordance with the Company's applicable schedules of rates which are on file with and approved by the Public Service Commission of Indiana.

MINIMUM CHARGE (per each meter used)

See Company's applicable schedules of rates.

XXIV. 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 will be considered as having a rating less than 60 watts.

Minimum bill Fifteen and 00/100 dollars (\$15.00) per year for each fixture.

XXV. 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.

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

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, 1960, be and the same in all respect 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.

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

INTRODUCTION OF SPECIAL ORDINANCES

By Councilman Williamson:

SPECIAL ORDINANCE NO. 46, 1960

AN ORDINANCE annexing certain contiguous territory of 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 consti-

tuting the City of Indianapolis, Indiana, and described as follows, to-wit:

A part of the East Half of the West Half of the Southeast quarter of Section 18, Township 16 North of Range 5 East in Marion County, Indiana, and also lots numbered 4, 5 and 6 in STOVALL MANOR, FIRST SECTION, as recorded in Plat Book 29, page 279, in the office of the Recorder of Marion County, Indiana, and being more particularly described as follows, to-wit:

Beginning at a point on the West line of the said Half Half Quarter Section a distance of 400.00 North of the Southwest corner of the said Half Half Quarter Section (the said point being on the East Corporation line of the City of Indianapolis); running thence North 00 degrees 19 minutes 15 seconds West upon and along the West line of the said Half Half Quarter Section and the East Corporation line of the City of Indianapolis a distance of 1934.89 feet to a point (the said point being 343.00 feet South of the Northwest corner of the said Half Half Quarter Section); running thence South 89 degrees 59 minutes 15 second East and parallel with the North line of the said Half Half Quarter Section a distance of 307.50 feet to a point; running thence North 00 degrees 19 minutes 15 seconds West and parallel with the West line of the said Half Half Quarter Section, to a point on the North right of way line of East 42nd Street; running thence South 89 degrees 59 minutes 15 seconds East upon and along the North right of way line of East 42nd Street a distance of 357.34 feet to a point on the East line of the said Half Half Quarter Section extended North; running thence South 00 degrees 21 minutes 30 seconds East upon and along the East line of the said Half Half Quarter Section to a point 400.00 feet North of the Southeast corner of the said Half Half Quarter Section; running thence South 89 degrees 38 minutes 45 seconds West a distance of 125.00 feet to a point; running thence South 00 degrees 21 minutes 30 seconds East and parallel with the East line of the said Half Half Quarter Section to a point on the North right of way line of East 38th Street; running thence South 89 degrees 38 minutes 45 seconds West upon and along the North right of way line of East 38th Street a distance of 50.00 feet to a point; running thence North 00 degrees 21 minutes 30 seconds West to a point 400.00 feet North of the South line of the said Half Half Quarter Section; running thence South 89 degrees 38 minutes 45 seconds West and parallel with the South line of the said Half Half Quarter Section a distance of 491.32 feet to the place of beginning, containing 32.6 acres more or less.

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 Finance.

ORDINANCES ON SECOND READING

Mr. Williamson called for Appropriation Ordinance No. 5, 1960, for second reading. It was read a second time.

On motion of Mr. Williamson, seconded by Mrs. Spoerle, Appropriation Ordinance No. 5, 1960, was ordered engrossed, read a third time and placed upon its passage.

Appropriation Ordinance No. 5, 1960, was read a third time by the Clerk and passed by the following roll call vote:

Ayes 8, viz: Mr. Featheringill, Mr. Hasbrook, Mr. Huber, Mr. McKinney, Mr. Moriarty, Mrs. Spoerle, Mr. Williamson, President Wallace.

Mr. Williamson called for Appropriation Ordinance No. 6, 1960, for second reading. It was read a second time.

Mr. Featheringill presented the following motion to amend Appropriation Ordinance No. 6, 1960, to-wit:

Indianapolis, Ind., May 4, 1960

Mr. President:

I move that Appropriation Ordinance No. 6, 1960, be amended to read as follows:

By inserting in line 7 of the first paragraph, following the words, Control Engineer, the following: "which shall be a professional engineer, licensed to practice in the State of Indiana."

ED FEATHERINGILL, Councilman

Which was seconded by Mr. Williamson, and failed to pass by the following roll call vote:

Ayes 3, viz: Mr. Hasbrook, Mr. Featheringill, Mr. Williamson.

Noes 5, viz: Mr. Huber, Mr. McKinney, Mr. Moriarty, Mrs. Spoerle, President Wallace.

On motion of Mr. Williamson, seconded by Mrs. Spoerle, Appropriation Ordinance No. 6, 1960, was ordered engrossed, read a third time and placed upon its passage.

Appropriation Ordinance No. 6, 1960, was read a third time by the Clerk and passed by the following roll call vote:

Ayes 6, viz: Mr. Huber, Mr. McKinney, Mr. Moriarty, Mrs. Spoerle, Mr. Williamson, President Wallace.

Noes 2, viz: Mr. Featheringill, Mr. Hasbrook.

Mr. Williamson called for Special Ordinance No. 45, 1960, for second reading. It was read a second time.

On motion of Mr. Williamson, seconded by Mrs. Spoerle, Special Ordinance No. 45, 1960, was ordered engrossed, read a third time and placed upon its passage.

Special Ordinance No. 45, 1960, was read a third time by the Clerk and passed by the following roll call vote:

Ayes 8, viz: Mr. Featheringill, Mr. Hasbrook, Mr. Huber, Mr. McKinney, Mr. Moriarty, Mrs. Spoerle, Mr. Williamson, President Wallace.

Mr. McKinney called for General Ordinance No. 24, 1960, for second reading. It was read a second time.

On motion of Mr. McKinney, seconded by Mrs. Spoerle, General Ordinance No. 24, 1960, was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 24, 1960, was read a third time by the Clerk and passed by the following roll call vote:

Ayes 8, viz: Mr. Featheringill, Mr. Hasbrook, Mr. Huber, Mr. McKinney, Mr. Moriarty, Mrs. Spoerle, Mr. Williamson, President Wallace.

Mr. McKinney called for General Ordinance No. 25, 1960, for second reading. It was read a second time.

On motion of Mr. McKinney seconded by Mrs. Spoerle, General Ordinance No. 25, 1960, was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 25, 1960, was read a third time by the Clerk and passed by the following roll call vote:

Ayes 8, viz: Mr. Featheringill, Mr. Hasbrook, Mr. Huber, Mr. McKinney, Mr. Moriarty, Mrs. Spoerle, Mr. Williamson, President Wallace.

On motion of Mr. Featheringill, seconded by Mrs. Spoerle, the Common Council adjourned at 8:50 P.M.

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, 1960, at 7:30 P.M.

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

Joseph C. Wallace

ATTEST:

President

Teresa J. Rappley

(SEAL)

City Clerk