

SPECIAL MEETING

Wednesday, September 3, 1969

A Special Meeting of the Unified City-County Council was held in the Public Auditorium on September 3, 1969, at 6:00 P.M.

President Hasbrook in the chair.

The City Clerk read the call for the Special Meeting as follows:

TO THE MEMBERS OF THE CITY-COUNTY COUNCIL
INDIANAPOLIS, INDIANA

Gentlemen:

You are hereby notified that there will be SPECIAL MEETINGS of the City-County Council held in the County Council Chambers at 6:00 P.M. on September 2 and at 6:00 P.M. on September 3, 1969. The purpose of such SPECIAL MEETINGS being to introduce and pass the ordinances for the 1970 General Fund Budget for Marion County, and also the 1970 Marion County Welfare Budget Ordinance, the 1970 Marion County Tax Levy Ordinance, and the ordinances approving or modifying the 1970 Health and Hospital Corporation of Marion County Budget, the 1970 Indianapolis Airport Authority Budget and the 1970 Indianapolis-Marion County Public Library Board Budget.

Respectfully submitted,

THOMAS C. HASBROOK
President, City-County Council

I, Marjorie H. O'Laughlin, Clerk of the City-County 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

City-County Council prior to the time of such SPECIAL MEETINGS, pursuant to the rules.

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

MARJORIE H. O'LAUGHLIN
Clerk, City-County Council

SEAL

The Clerk called the roll.

Present: Mr. Boyd, Mr. Broderick, Mr. Brown, Mr. Byrum, Mr. Cottingham, Mr. Egenes, Mr. Forestal, Mr. Gorham, Mr. Leak, Mr. McPherson, Mr. SerVaas, Rev. Williams, and President Hasbrook.

Absent: Mr. Moriarty.

Mr. Egenes moved, seconded by Mr. Gorham, to dispense with the reading of the Journal of the previous meeting.

President Hasbrook called for reports from Standing Committees.

Mr. SerVaas moved, seconded by Mr. Egenes, to dispense with the reading of the Ways and Means Committee report, in view of the fact that it was read in its entirety at the August 25, 1969 meeting of the City-County Council; also, that the Clerk be instructed to spread a copy in the Journal of this meeting.

The motion passed by unanimous voice vote.

The report reads as follows:

UNIFIED COUNCIL OF INDIANAPOLIS AND MARION COUNTY
WAYS AND MEANS COMMITTEE REPORT

The Ways and Means Committee recommends adoption of the reports of the Standing Committees with the following exceptions:

CITY-COUNTY COUNCIL AND CLERK

The committee recommends adoption of the Standing Committee's report on this budget with the exception of account No. 63, Grants and Subsidies. The committee recommends that Grants be made as follows: Indianapolis Art Association, \$30,000; Indianapolis Children's Museum, \$20,000; Indianapolis Symphony Orchestra, \$60,000; and the Memorial Day Association, \$1,000—a total of \$111,000 and the same total amount granted by the City of Indianapolis in 1969.

DEPARTMENTS OF ADMINISTRATION

FINANCE DIVISION

The committee recommends adoption of the Standing Committee's report with the exception of salaries for the Controller and Deputy Controller, which shall be determined by the special sub-committee assigned the task of determining "keyman" levels of remuneration. The committee also recommends the addition of a supervisor of the Barrett Law Offices and a supervisor of Licenses and Permits at the appropriate rate of pay.

PURCHASING DIVISION

The committee recommends adoption of the budget for the Purchasing Division as requested and notes that it is virtually equivalent to the total 1969 budgets for the separate City and County purchasing offices.

LEGAL DIVISION

The committee recommends adoption of the budget as requested with the exception of the annual retainers to be paid attorneys who are not fulltime employees, which retainers shall be determined by the special Ways and Means sub-committee assigned the task of fixing

such amounts. Such committee has recommended that the Corporation Counsel be directed to redistribute recommended Council "cuts" among the legal staff insofar as possible, so as to compensate all the members of his staff in an equitable manner commensurate with time worked, the level of responsibility, and the professional skills required to fulfill particular assignments.

The committee also recommends that if the Corporation Counsel elects to pursue his duties on a full-time, no-outside-practice basis, his remuneration shall be at the level recommended by the aforementioned "keyman" sub-committee.

The committee endorses the inclusion in the Legal Division of the two fulltime attorneys assigned to the Department of Metropolitan Development at the salary level requested by that Department.

The committee notes that the total amount budgeted for legal services in 1970 will be, including the adjustments above, \$117,000 less than the amount budgeted by the various city and county offices and divisions in 1969.

PERSONNEL DIVISION

The committee endorses the Standing Committee's report concerning the Personnel Division budget, and recommends the addition of an assistant administrator at the appropriate rate of pay, to continue the improvement of the payroll grading procedures that have been established in recent weeks by the Council, conforming to the recommendations of the Citizens Personnel Advisory Committee.

DEPARTMENT OF METROPOLITAN DEVELOPMENT

The committee recommends the adoption of the report of the Standing Committee on Metropolitan Development as presented, with the exception of salaries for management personnel, which shall be as recommended by the special Ways and Means Committee assigned the task of determining "keyman" levels of remuneration, as approved or amended by the full Ways and Means Committee.

The committee notes that the recently designated director of Metropolitan Development and the Council's standing committee have

developed a 1970 budget that totals twenty-eight (28) persons less than the combined total of the individual city and county offices in 1969, at an estimated savings of \$318,000.

DEPARTMENT OF PUBLIC WORKS

The committee recommends the adoption of the report of the Standing Committee on Public Works as presented, with the exception of sections dealing with Flood Control and Sanitary Districts. Your committee recommends that the 1970 Budget for the Sanitary District be reduced a total of \$650,000 and the City Controller instructed to reduce the anticipated necessary expenditures for the last six months of 1969 by \$260,000, to reflect the savings made in the operation of the district during the first half of 1969.

The committee recommends that the Flood Control District budget include an appropriation of \$100,000 for contractual drainage relief, and a \$125,000 payroll appropriated for drainage relief purposes.

DEPARTMENT OF TRANSPORTATION

The committee recommends the adoption of the report of the Standing Committee on Transportation, as amended by recommendation of the City Controller on redistribution of Services—Contractual, to include the lighting of thoroughfares, and assignment of the “new” two cents per gallon gasoline tax receipts to a special appropriation to be held for future bonded debt retirement, which action was recommended by the Standing Committee and has been included in the budget ordinance by the City Controller.

The proposal to underwrite the construction of the five year highway plan with a bond issue retired from User Taxes rather than Property Taxes is strongly endorsed by this committee.

The committee notes that the amount of “dollars” appropriated for 1970 to be used for Construction, Reconstruction, Resurfacing, Contractual Engineering and Right-of-Way acquisition totals \$2,500,000 at this time and will unquestionably be at least \$500,000 more when it is supplemented by the as yet undistributed unused 1969 funds. A total of \$3,000,000 should be available to be used on the streets.

DEPARTMENT OF PUBLIC SAFETY

Your committee recommends the adoption of the report of the Standing Committee on Public Safety with two amendments. The total of Services—Personal in the Fire Special Service District should be increased \$117,600 to correct a mathematical error made in the calculation of the budget request. The total of Services—Personal in the Police Special Service District should be increased \$100,000 to provide a contingency fund for overtime if the force is brought up to full strength or if special occasions require that overtime be paid officers.

The committee endorses the Standing Committee's position on discontinuing technical patrolmen pay for policewomen, and, recognizing that all policewomen will receive a \$300 increase in their uniform maintenance allowance in 1970, recommends that appropriate salary schedule be established for all policewomen who are not performing police patrolmen duties.

DEPARTMENT OF PARKS AND RECREATION

The committee recommends the adoption of the report of the Standing Committee on Parks and Recreation with one amendment. The anticipated vacancies for fulltime, salaried and hourly paid personnel included in Services—Personal should be increased from ten (10%) to fifteen (15%) percent. Your committee notes that the total Services—Personal for 1970 will still be increased \$619,846 over 1969, an increase of approximately twenty (20%) percent.

Your committee also directs that the Department of Parks and Recreation increase their revenues from non-property tax sources by \$175,000.

MUNICIPAL CORPORATIONS

LIBRARY BOARD

The Ways and Means Committee recommends adoption of the Indianapolis-Marion County Library Board budget, which was reduced by the Standing Committee in the amount of \$287,000. The Ways and Means Committee feels that further cuts would impair the Board's plans to construct several new library facilities in the county during the 1970 fiscal period.

HEALTH AND HOSPITAL CORPORATION

The Health and Hospital Corporation budget was accepted as reduced by the Standing Committee, deleting \$235,000 in Services—Personal and adding \$200,000 in income items for a net reduction of \$435,000 as will affect the calculation of the tax rate.

INDIANAPOLIS AIRPORT AUTHORITY

The Indianapolis Airport Authority budget was not reduced by the Ways and Means Committee even though the Authority reported anticipated income in excess of budgeted expense for fiscal 1970. The Ways and Means Committee recommends acceptance of the Standing Committee's recommendation that the Authority be permitted to place this surplus in a reserve dedicated to the improvement of airport facilities, runways, parking areas and for initial construction on the new airport in Hancock County.

The tax levies of these three Municipal Corporations will be the same or less for fiscal 1970 when compared to 1969.

COUNTY AND TOWNSHIP

The Ways and Means Committee accepted the report of the Standing Committee, with the exception of minor changes in the Auditor and Center Township budgets. These changes do not affect the total reductions made in county budgets.

Your committee urges acceptance of the Standing Committee's recommendations that the equivalent ranks in the Sheriff's Department be paid at the same rate as was approved for the Police Department.

Additionally, the committee recommends acceptance of a proposal for a county-wide data processing department and continued partial support for a facility for retarded children.

The committee recommends that the Controller and County Auditor adjust various department budgets, within the limits of Indiana budgetary statutes, to reflect all appropriate minor technical and transitional changes caused by the consolidation of city and county agencies.

If the report of the Ways and Means Committee is accepted by the Unified Council, I am pleased to report to you that civil tax rates for the City of Indianapolis, and for the County will be lower for the fiscal year 1970 than for 1969.

The Controller and the Auditor will compute the proposed new tax rates over the weekend and these rates will be announced Monday morning at 9:30.

I wish to thank all of the members of the Ways and Means Committee, the citizen advisors and councilmen who served on standing committees for their outstanding service to this Council and to the community, making possible this good news.

BEURT A. SERVAAS, Chairman
HAROLD J. EGENES
JOE T. GORHAM
WILLIAM A. LEAK
DONALD R. McPHERSON
REV. ANDREW L. WILLIAMS
WILLIAM K. BYRUM
DWIGHT L. COTTINGHAM

ORDINANCES ON SECOND READING

Mr. SerVaas called for a second reading of City-County General Ordinances No. 2, 3, 4, 5, 6, and 7, 1969.

The Clerk read the Ordinances for the second time.

There being no discussion or amendments to the Ordinances, Mr. SerVaas moved, seconded by Mr. Egenes, that the Ordinances be engrossed, read a third time and placed upon their passage.

After third reading, City-County General Ordinances No. 2, 3, 4, 5, 6, and 7, 1969, passed on the following roll call vote:

Ayes 9, viz: Mr. Byrum, Mr. Cottingham, Mr. Egenes, Mr. Gorham, Mr. Leak, Mr. McPherson, Mr. SerVaas, Rev. Williams, and President Hasbrook.

Noes 4, viz: Mr. Boyd, Mr. Broderick, Mr. Brown, and Mr. Forestal.

There being no further business, on motion of Mr. Gorham, seconded by Mr. Egenes, the Unified Council adjourned at 6:25 P.M.

We hereby certify that the above and foregoing is a full, true and complete record of the proceedings of the Unified Council of the City of Indianapolis, County of Marion, held on the 3rd day of September, 1969, at 6:00 P.M.

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



President

ATTEST:



(SEAL)

City Clerk

SPECIAL MEETING

Wednesday, September 3, 1969

A Special Meeting of the Common Council of the City of Indianapolis convened in the Council Chambers in the City-County Building at 7:30 P.M., on Wednesday, September 3, 1969.

President Hasbrook in the chair.

The Clerk read the call for the Special Meeting as follows:

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 September 3, 1969 at 7:30 P.M., the purpose of such SPECIAL MEETING being to conduct the regular order of Council business.

Respectfully,

THOMAS C. HASBROOK
President, Common Council

I, Marjorie H. O'Laughlin, 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.

MARJORIE H. O'LAUGHLIN
City Clerk

SEAL

The Clerk called the roll.

Present: Mr. Broderick, Mr. Egenes, Mr. Gorham, Mr. Leak, Mr. McPherson, Rev. Williams, and President Hasbrook.

Absent: Mr. Forestal and Mr. Moriarty.

Mr. Egenes moved, seconded by Mr. Gorham, to dispense with the reading of the Journal of the previous meeting. The motion carried by unanimous voice vote.

President Hasbrook called for the reading of Communications from the Mayor and other City Officials.

COMMUNICATIONS FROM THE MAYOR AND OTHER CITY OFFICIALS

August 19, 1969

TO THE HONORABLE PRESIDENT AND MEMBERS OF THE
COMMON COUNCIL OF THE CITY OF INDIANAPOLIS, INDIANA:

Gentlemen:

I have this day approved with my signature and delivered to the City Clerk, Mrs. Marjorie H. O'Laughlin, the following City Ordinances:

GENERAL ORDINANCE NO. 21, 1969, AS AMENDED

An Ordinance to amend Title 5, of the Municipal Code of Indianapolis, 1951, as amended, by adding thereto a new Chapter 30, granting certain powers to the Bureau of Fire Prevention for the enforcement of other Municipal Code violations which result in an immediate fire hazard, and fixing a time when the same shall take effect.

GENERAL ORDINANCE NO. 22, 1969

An Ordinance to amend Chapter 5 of Title 8 of the Municipal Code of Indianapolis, 1951, as amended, by adding thereto a new section requiring the submission of building plans for apartment houses to the Bureau of Fire Prevention so that adequacy of the fire prevention measures may be checked, and fixing a time when the same shall take effect.

GENERAL ORDINANCE NO. 25, 1969, AS AMENDED

An Ordinance to amend Title 8, Chapter 5 of the Municipal Code of Indianapolis, 1951, General Ordinance No. 140, 1951, as amended by adding an additional section thereto, Section 8-505 to establish requirements for locks on exterior doors, and fixing a time when the same shall take effect.

GENERAL ORDINANCE NO. 29, 1969

An Ordinance approving a certain agreement and permit granting SARGENT PAINT, INC. the right to lay and maintain a sidetrack or switch across West Fourteenth Street to a new warehouse employed by it, according to plans attached, in the City of Indianapolis, Indiana.

Respectfully submitted,

RICHARD G. LUGAR
Mayor

September 3, 1969

TO THE HONORABLE PRESIDENT AND MEMBERS OF THE
COMMON COUNCIL OF THE CITY OF INDIANAPOLIS:

Gentlemen:

Pursuant to the laws of the State of Indiana, I caused to be published in the Indianapolis News and the Indianapolis Commercial, on August 21, 1969, and again on August 28, 1969, a "Notice to Taxpayers" of public hearings on Appropriation Ordinance Nos. 15 and 16, 1969; said hearings to be held in Room 221, City-County Building, on September 3, 1969, at 7:30 P.M.

Also, pursuant to the laws of the State of Indiana, I caused to be published in the above-mentioned newspapers on August 21, 1969, and again on August 28, 1969, the following city ordinances: General Ordinance No. 21, 1969, as amended, General Ordinance No. 22, 1969, and General Ordinance No. 25, 1969, as amended.

Respectfully submitted,

MARJORIE H. O'LAUGHLIN
City Clerk

September 3, 1969

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

Gentlemen:

Transmitted herewith are 28 copies of Appropriation Ordinance No. 17, 1969, transferring, reappropriating, and reallocating the sum of Thirty-five Thousand Dollars (\$35,000) from the unexpended, unencumbered, and unappropriated balance in the City Market Fund and transferring the same to certain designated funds of the Department of Public Safety—City Market, created by virtue of the 1969 Budget, General Ordinance No. 34, 1968, as amended, declaring an emergency and fixing a time when the same shall take effect.

Respectfully submitted,

WILLIAM A. LEAK
Councilman

September 3, 1969

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

Gentlemen:

Transmitted herewith are 28 copies of General Ordinance No. 36, 1969, ratifying, confirming and approving the contract entered

into on the 28th day of August, 1969, by and between Indianapolis Power & Light Company, a corporation and the City of Indianapolis, Indiana, acting by and through its Board of Public Works, with the approval of its Mayor, for lighting public streets, avenues, alleys and other public places and buildings and for furnishing and supplying electric current for light and power for all public buildings, public equipment and other public places.

Respectfully submitted,

DONALD R. McPHERSON
Councilman

September 3, 1969

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

Gentlemen:

We transmit herewith 28 copies of proposed Special Ordinance No. 13, 1969, together with 28 copies of an Area Map concerning proposed annexation to the City of Indianapolis, Indiana of certain contiguous territory located at 9400 East 38th Street, approximately one-half mile East of Post Road on the North side of East 38th Street and containing approximately 8.625 acres, all of which is zoned and projected for development as apartments.

Respectfully submitted,

WILLIAM A. LEAK
Councilman

September 3, 1969

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

Gentlemen:

Transmitted herewith are 28 copies of Special Resolution No. 18,

1969, to appeal the discontinuance of passenger trains No. 303 and 304, "The James Whitcomb Riley," and fixing a time when the same shall take effect.

Respectfully submitted,

WILLIAM A. LEAK
Councilman

September 3, 1969

TO: INDIANAPOLIS CITY COUNCIL:

FROM: SPECIAL COMMITTEE ON DRAINAGE
IN BRENDONSHIRE

Gentlemen:

During the past 15 days, an attempt has been made to complete the cleaning of the waterway of vegetation and debris by the Flood Control and Sanitation Departments in the Brendonshire area. It is interesting to note that it was reported in one instance that a property owner along the waterway was irate and objected to the work being done.

The County Surveyor, Joseph E. Prout, reports that his office has expended a total of 168 man hours on the problem. The field work has been completed and all pipes have been measured. The field notes will now be plotted and studied; and in the near future, the County Surveyor will have recommendations.

It may be stated that a big part of the problem seems to be the culvert under North Hedgerow just south of East 56th Street.

A copy of the original drainage plans for Brendonridge has not been available, and it can be noted that the original engineer on this subdivision is deceased.

The Mass Transportation Authority is on the threshold of awarding a contract for design of North Arlington Avenue between East 46th and East 56th Streets. The Committee will recommend that the design give proper attention to drainage in this area.

Respectfully submitted,

HAROLD J. EGENES, Chairman

On motion of Mr. Gorham, seconded by Mr. McPherson, the Council recessed for Committee Hearings at 7:55 P.M.

The Council reconvened at 8:20 P.M.

President Hasbrook called for the reading of Committee Reports by the Clerk.

COMMITTEE REPORTS

Indianapolis, Ind., September 3, 1969

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. 15, 1969, entitled

AN ORDINANCE transferring, reappropriating and reallocating the sum of One Hundred Fifty-eight Thousand Three Hundred Dollars (\$158,300) from certain designated items and funds in the Department of Public Parks to certain designated items and funds in the same department, all of said items and funds created by virtue of and appropriated in the 1969 Budget, General Ordinance No. 34, 1968, as amended, from tax levy, declaring an emergency and fixing a time when the same shall take effect.

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

WILLIAM A. LEAK, Chairman
DONALD R. McPHERSON
REV. ANDREW L. WILLIAMS

Indianapolis, Ind., September 3, 1969

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. 16, 1969, entitled

AN ORDINANCE transferring, reappropriating and reallocating the sum of Twenty-three Thousand Dollars (\$23,000) from the unexpended, unencumbered, and unappropriated balance in the City General Fund and transferring the same to certain designated funds of the Department of Public Works—Administration, Assessment Bureau, and Municipal Garage, created by virtue of the 1969 Budget, General Ordinance No. 34, 1968, as amended, declaring an emergency and fixing a time when the same shall take effect.

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

WILLIAM A. LEAK, Chairman
DONALD R. McPHERSON
REV. ANDREW L. WILLIAMS

Indianapolis, Ind., September 3, 1969

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. 10, 1969, entitled

AN ORDINANCE authorizing the Board of Park Commissioners of the City of Indianapolis to sell certain tracts of real estate belonging to the Board of Park Commissioners of the City of Indianapolis and fixing a time when the same shall take effect.

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

WILLIAM A. LEAK, Chairman
JOE T. GORHAM
DONALD R. McPHERSON

President Hasbrook called for the Introduction of New Ordinances.

INTRODUCTION OF NEW ORDINANCES
APPROPRIATION ORDINANCES

APPROPRIATION ORDINANCE NO. 17, 1969

Introduced by Councilman Leak:

AN ORDINANCE transferring, reappropriating, and reallocating the sum of Thirty-five Thousand Dollars (\$35,000) from the unexpended, unencumbered, and unappropriated balance in the City Market Fund and transferring the same to certain designated funds of the Department of Public Safety—City Market, created by virtue of the 1969 Budget, General Ordinance No. 34, 1968, as amended, declaring an emergency and fixing a time when the same shall take effect.

WHEREAS, the Board of Public Safety, in carrying out the duties entrusted to them, have determined that an additional appropriation for the City Market is needed to complete the restoration program previously approved by the Board of Public Safety, and

WHEREAS, there are unexpended, unencumbered, and unappropriated balances in the City Market Fund in an amount sufficient to accomplish the above, and an emergency exists necessitating same,

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

Section 1. That the sum of Thirty-five Thousand Dollars (\$35,000) be and the same is hereby transferred from the unexpended, unen-

cumbered, and unappropriated City Market Fund and appropriated to the City Market for the payment of contractual services as follows, to-wit:

REDUCE:

Unappropriated City Market Fund -----\$ 35,000

DEPARTMENT OF PUBLIC SAFETY
CITY MARKET

INCREASE:

2. SERVICES—CONTRACTUAL

26. Other Contractual -----\$ 35,000

(New Total—Other Contractual—\$36,500)

Section 2. This Ordinance shall be in full force and effect from and after its passage, approval by the Mayor, and publication as required by law.

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

GENERAL ORDINANCES

GENERAL ORDINANCE NO. 36, 1969

Introduced by Councilman McPherson:

AN ORDINANCE ratifying, confirming and approving the contract entered into on the 28th day of August, 1969, by and between Indianapolis Power & Light Company, a corporation, and the City of Indianapolis, Indiana, acting by and through its Board of Public Works, with the approval of its Mayor, for lighting public streets, avenues, alleys and other public places and buildings and for furnishing and supplying electric current for light and power for all public buildings, public equipment and other public places.

WHEREAS, heretofore, to-wit: on the 28th day of August, 1969, the

City of Indianapolis, Indiana, acting by and through its Board of Public Works, with the approval of its Mayor, entered into the following contract and agreement with the said Indianapolis Power & Light Company, to-wit:

PUBLIC LIGHTING CONTRACT

THIS MEMORANDUM OF AGREEMENT, made and entered into in duplicate this 28th day of August, 1969, by and between 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 Public Works, hereinafter called the BOARD, under and by virtue of the authority vested in it by the applicable laws of the State of Indiana,

WITNESSETH:

1. CONSIDERATION FOR SERVICES TO BE RENDERED:

The Company, in consideration of the payments hereinafter set forth, hereby covenants and agrees to furnish and supply said City of Indianapolis, in its corporate capacity, with electric lights of the number, kind and type hereinafter specified, and with such additional electric lights of the number, kind and type which hereafter may be 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, including maintenance, as specified herein, upon the conditions and stipulations and subject to the limitations as hereinafter set forth; and the City, in addition to any other consideration specified herein, 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.

This contract does not cover service to the sewage disposal plant, service for which is presently covered by separate contract dated January 28, 1952, between Indianapolis Power & Light Company and the City of Indianapolis by and through its Board of Sanitary Commissioners, nor does it cover standby or auxiliary service required by the City of Indianapolis, or any service requested by the City of Indianapolis involving unusual capacity requirements or load characteristics, unusual investment on the part of the Company, or other

abnormal conditions, which shall be covered by a special contract commensurate with such conditions, and which shall be subject to the approval of the Public Service Commission of Indiana.

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, and shall construct, operate and maintain the same in such streets, avenues, alleys, subways and other public places within said City in such manner as the Board may from time to time direct for the duration 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, made a part hereof by this reference and marked "Exhibit A."

3. BOARD TO FURNISH EQUIPMENT:

If the Board shall elect to install, own and maintain, or cause to be installed and maintained, or if the Board shall be responsible for the maintenance of, electric lighting facilities in and upon the highways, streets, avenues, alleys, subways, and other public places, the Company covenants and agrees to furnish and supply the Board with such electric service or services as shall be necessary to properly maintain controlled operation of said lighting facilities so as to be lighted on an average of approximately four thousand one hundred (4100) hours per year, i.e., during the hours of darkness, the same as the lamps installed, owned, operated and maintained by the Company hereunder. Electric lighting facilities installed by the Board shall be and remain the property of the Board; electric lighting facilities installed by parties other than the Board or the Company shall be and remain the property of such other parties.

In the event any of the lighting facilities proposed to be installed by the Board is to be located on one of the Company's poles or the supporting structure is to be installed within one of the Company's pole lines, the lighting facility shall be installed, owned, operated and maintained by the Company under the applicable rate for the type of lighting installed.

The Company agrees that it will, upon written request of the

Board, install any or all of the lighting facilities to be owned by the Board, change the size of lamps in any such Board-owned facilities and/or relocate or remove any such Board-owned facilities, provided the Company shall be reimbursed by the Board for the total cost of all labor, material and other costs necessary to accomplish such installations, changes, relocations and removals, plus a percentage of such labor, material and other costs for engineering and overhead expenses. Prior to the Board's written request for any such installations, changes, relocations or removals, the Board may require a detailed estimate of the cost and expenses therefor, and, when completed, the Board may require a sworn statement from a duly authorized representative of the Company, as to the correctness of the cost and expenses set out in such statement. 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 of the bill.

The Company shall and hereby agrees to furnish labor and material for the necessary normal maintenance and repair of Board-owned lighting facilities, which shall include the cleaning of globes and glassware as provided in Section 7 of the Specifications, the replacement of globes, lamps and fuses whenever necessary, the repair or replacement of defective ballasts and the repair, but not replacement, of defective wire or cable; provided, that the Board-owned lighting to be maintained by the Company is installed in accordance with the applicable standards and subject to the approval of the Company. Major repairs and maintenance, including the repair or replacement of damaged poles, columns, wiring, cable, fixtures and/or other facilities and equipment, will be done and performed by the Company, upon the request of the Board; provided, the Company shall be reimbursed by the Board for the total cost of all labor, material and other costs incurred by the Company in performing the work for the Board, plus a percentage of such labor, material and other costs for engineering and overhead expenses. Prior to the Board's written request for any such major repairs and maintenance, the Board may require a detailed estimate of the cost and expenses therefor, and, when completed, the Board may require a sworn statement from a duly authorized representative of the Company, as to the correctness of the costs and expenses set out in such statement. The amount to be paid by the Board shall be due upon presentation of a bill therefor and shall be payable within thirty (30) days from date of the bill.

The Board shall and hereby agrees to grant unto, or secure for, the Company all rights, licenses, easements permits and authority necessary for access to and from any and all highways and/or private property upon which the Board-owned lighting facilities and appurtenances are installed in order that the Company may properly perform all of the work and services required of the Company hereunder.

4. TERM OF CONTRACT:

That the contract term of this agreement for lighting the streets, avenues, alleys and other public places of the City, as herein provided, shall begin at 12:00 o'clock noon on the 10th day of October, 1969, and continue for and during the term of five (5) years, ending at 12:00 o'clock noon on the 10th day of October, 1974.

5. WORK IN STREETS AND ALLEYS—MOVING POLES:

The construction, reconstruction, repair and maintenance of any part of the Company's facilities and equipment as are now or hereafter may be located in any part of the streets, avenues, alleys and other public places, including the cutting into and repair of streets and pavement and the location or relocation of such facilities and equipment, shall be done subject to and in accordance with 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 street lighting system or other equipment described in said specifications, whenever the same are obstructing public improvements proposed or approved by the City; provided that any such changes so ordered, except as otherwise provided in Section 6 of the Specifications shall be made by the Company at the City's expense upon submission in advance of an estimate of such expense by the Company in the manner set out in Section 6 of the Specifications.

No standards, poles, guy stubs or other portion of the Company's street lighting system now located in streets, alleys, avenues, 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. If the Board is to pay a portion of the expense of such change or relocation, the cost 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 in advance to the Company as a condition precedent to the same; the remainder of such expense, if any, is to be paid by the City.

The Company agrees that it will, as nearly as practicable, restore, or cause to be restored, all streets, avenues, alleys and other public places to the condition existing prior to any construction, reconstruction, repair or maintenance after the completion thereof; it will at all times make, or cause to be made, any and all repairs to the pavement of any street, avenue, alley 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 any construction, reconstruction, repair and maintenance; that it will not, except upon emergencies, cut or enter into any street, avenue, alley or other public place without having first (a) 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 the City. In the event the Company shall cut or enter into any street, avenue, alley 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.

6. PROTECTION ON WORK:

That the Company shall not at any time open or encumber any more of any street, avenue, alley or other public place than shall be necessary to enable it to perform the work of laying its wires, conduits, cables and other equipment and appurtenances with proper economy and efficiency. Any opening or encumbrance of any such street, avenue, alley 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.

7. CITY RESERVES RIGHTS IN STREETS:

That the City reserves to itself all rights and powers which are now, or hereafter may be, vested in its Common Council, Board of

Public Works or other boards or officers, concerning the regulation or the use of its streets, avenues, alleys 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 streets, avenues, alleys or other public places and to prohibit injury to the same; the City further reserves full right to exercise any and all of its police powers at any time. Nothing contained herein shall be so construed in such a manner as to abridge in any way of such rights and powers.

8. COMPANY TO CONFORM TO ORDINANCES:

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

9. 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 in so far as they are applicable hereto.

10. LIABILITY:

The Company shall and hereby agrees to indemnify and save harmless the City, from and against all loss, damage and expense resulting from or caused by the negligence of the Company in the construction, reconstruction, repair and maintenance of its property and system, or any part thereof, used in connection with the performance of this contract; provided, that the Company shall not be liable to the City or to third persons as third party beneficiaries under this contract, by reason of any covenant or promise herein made, for the 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 therewith is that the same was caused by, contributed to, or resulted from the failure for any reason or cause of any lamp or lamps to be illuminated in any part of the Company's

electric lighting installations, or by reason of the negligent acts or omission of the City, its employees, contractors and agents.

11. SPECIFICATIONS:

The contract is based upon the detailed specifications which are set forth and referred to herein as "Exhibit A."

12. RATES FOR SERVICE:

The City shall pay to the Company as full compensation for services supplied pursuant to this contract and to the specifications hereinbefore referenced, the sums of money resulting from the application of the rates attached hereto, made a part hereof by this reference, and marked "Exhibit B."

13. BILLS PAYABLE:

The amount of money due the Company for performing service provided in this contract, at the rates set forth in said "Exhibit B" shall be due and payable in monthly installments upon presentation of a bill therefor and shall be payable within thirty (30) days from date of such bill. 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 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. Rates 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.

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:

The rights, powers, and privileges granted by the terms of this contract shall be binding upon and shall inure to the benefit of the parties, their successors and assigns; provided, that neither party shall assign, transfer or sublet this contract without the written consent of the other party.

16. EXECUTION:

The officers of Indianapolis Power & Light Company have been duly authorized to execute this agreement and the City of Indianapolis has authorized the execution of the same by and through its said Board of Public Works by proper action and approval of its Mayor and Common Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day, month and year first above-written.

INDIANAPOLIS POWER & LIGHT
COMPANY

By Charles E. Barker, Vice President

ATTEST:

Marcus E. Wood, Assistant Secretary

CITY OF INDIANAPOLIS, INDIANA

By Jack F. Patterson
William H. Hardy
Grant W. Hawkins
Board of Public Works

ATTEST:

Perry Pruitt, Secretary

Approved the 29th day of August, 1969:

Richard G. Lugar, Mayor of the City of Indianapolis

EXHIBIT A
SPECIFICATIONS

1. STREET LIGHTING SYSTEM:

The present installation of street lighting equipment as shown on "Exhibits 1, 2, and 3—Specifications" which are attached hereto and, by reference, made a part hereof, shall constitute the street lighting system upon which the foregoing Public Lighting Contract (hereinafter referred to as the "Contract") is based, and the Board agrees that the same shall be the basis on which payment shall be made under the Contract to the Company, until additions or retirements have been made as hereinafter provided:

2. DISCONTINUANCE OF SERVICE:

The Board shall have the right to discontinue at any time the use of any lamp or lamps served under the contract after not less than thirty (30) days' advance written notice to the Company of its intention to discontinue any such lamp or lamps; provided, however, that the total number of lumens produced and lamps in service shall never in any year be fewer than ninety-eight per cent (98%) of the number of lumens produced and lamps in service on the effective date of the contract, or on the last preceding anniversary date of the contract, whichever number is greater.

3. ADDITIONAL LIGHTS—COMPANY-OWNED 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, similar to those described in Exhibit B of the Contract, as the Board may from time to time order and locate in writing; provided, however, that the Board shall not require such 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 the 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, similar to those described in Exhibit B 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 by means of incandescent, fluorescent, mercury vapor 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 the Company, and, when operated at the amperage, voltage and wattage specified by the manufacturer, the light output of each lamp shall not be less than the amount specified and guaranteed by the manufacturer.

The lamps, globes, reflectors, housing and other accessories shall be of the best grade of the respective types.

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 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 streets, avenues, alleys 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 such labor, material and other costs for engineering and overhead expenses; provided further, that the Company, upon written order of the Board, shall relocate twenty-five (25) light standards and forty (40) overhead light poles (with equipment) each year during the term of this contract without expense to the City. Prior to the Board's written order for any such installations and changes, the Board may require a detailed estimate of the cost and expenses therefor, and, when completed, the Board may require a sworn statement from a duly authorized representative of the Company, as to the correctness of the costs and expenses set out in such statement.

7. MAINTENANCE AND OPERATION:

Prices quoted (Exhibit B) for operating standard 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; it will paint each light standard owned by the Company at least once every five years from date of last painting, except permanently finished standards such as aluminum and concrete; it will furnish lamp renewals whenever necessary; it will furnish labor and material for emergency repairs necessary to maintain service; it will clean globes and glassware at least twice each year, except in the event newer fixtures are used that employ a filter system which will maintain a cleanliness equal to that obtained from cleaning globes and glassware twice each year on a longer cycle (a frequency other than twice a year may be established for these new fixtures by mutual agreement of the Board and the Company); it will replace or repair any defective facilities and equipment owned by the Company as soon as practicable, and it will restore lights and equipment owned by the Company to normal operating condition in case of trouble or accident.

The annual charge per light specified in Exhibit B of the Contract includes all breakage of glassware, lamps or other street lighting equipment used in supplying street lights. The City 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 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, the time when each light was reported extinguished or not burning and the time the light was re-lighted. Said record shall also state the cause, if known, of each said light being extinguished or failing to burn.

When by reason of any order or requirement of the Federal Government, or other duly authorized authority, the use of electric current for street lighting is limited or prohibited, or street lighting is prohibited in toto or for any given number of lamps, then no payment shall be made by the City 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 in the streets, avenues, alleys or other public places, 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 street, avenue, alley or other public place, by the City for street signs 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 Company, except such as may be 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.

Such attachments to the poles, standards and fixtures of the Company placed thereon by or at the direction of the City, 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 made in such manner as will neither conflict with the use of said poles, standards 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 the City's attachments to the poles, standards or fixtures of the Company, or by reason of negligent acts or

omissions of the agents or employees of the City, while engaged in the work of placing, maintaining or renewing attachments on or removing attachment from said poles, standards 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 or poles 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 the use thereof by the City shall not interfere with the use of said conduits by the Company.

The installation and maintenance of any and all 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 thirty (30) days after being requested, in writing, to do so by the Company.

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 required 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 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 that are an advancement or improvement in the art or service of street lighting over the facilities now existing or newly installed according to the Contract and in use during the term thereof in the City, whether such improvement be in the interest 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 the Board 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 of the Contract, 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 subject to the approval of 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 where new or improved facilities and equipment are installed initially, comparisons will be made with existing facilities and equipment of comparable types; where new or improved facilities and equipment are installed to replace existing facilities and equipment, comparisons will be made with the facilities and equipment so replaced. The Board shall and does hereby agree to pay to the Company for the facilities and equipment so replaced, the original cost thereof, less depreciation and any salvage value, plus the cost of removing such replaced facilities and equipment to the Company's storeroom. The amount to be paid by the Board to the Company

shall be due and payable thirty (30) days from the date the Company presents a bill therefor to the Board.

13. ELECTROLYSIS:

Reasonable provision shall be made and maintained by the Company to protect the pipes, conduits and other property in the streets or other public places, belonging to the City or to any other public utility or to 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.

The Board may at any time request the Company to make tests as to the voltage and/or current supplied to any lamp or group of lamps and the appurtenances thereto, in the presence of a representative of the City; and the next following working day after the making of such tests, the Company shall report to the City the results of such 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 such injuries or damages as may be caused by the negligence of the Company.

Whenever tests made by the Company show that the volts or amperes supplied to any lamp, group of lamps, or the appurtenances thereto have caused the light output to be more than five per cent (5%) below the standard for said lamp or lamps for a continuous

period of one-half hour in any night, as evidenced by the readings of graphic recording voltmeters, ammeters or other devices, then and in that event the Company shall deduct from its bill a sum equal to ten cents (10c) per night for each lamp tested over such a period of time as may be mutually agreed upon by the Company and the City.

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 when apparatus owned, operated, and maintained by the City is affected, the Company will give the City reasonable notice of such contemplated change, and the City will adapt its apparatus accordingly.

16. RATE ADJUSTMENT CLAUSE:

Any extra expense incurred by the Company due to the imposition of any new, additional or increased tax by the Federal, State or any Municipal government, the result of which directly or indirectly increases the cost of service supplied under the Contract, shall be assumed by the City, unless such assumption is contrary to law; any reduction in expense due to any of the aforesaid conditions which results in reducing the cost of service supplied under the Contract shall be credited to the City.

In the event of any extra expense or credit of the nature specified in the preceding paragraph, the Company shall adjust the charges resulting from the application of the rates specified in Exhibit B, to the extent that such extra expense or credit is attributable to any increase or decrease in the cost of service provided under the Contract, and the City shall be obligated to pay such adjusted charges as though they were made a part of said rates.

17. PERFORMANCE BOND:

The Company, at the time of signing the contract, will furnish a bond in the sum of One Hundred Thousand Dollars (\$100,000) with sur-

ety 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—SPECIFICATIONS

(Exhibit as of March 1, 1969, to be revised October 10, 1969)

COMPANY-OWNED ORNAMENTAL LIGHTS

| <u>Number</u> | <u>Type</u> |
|---------------|--|
| 24 | 20 foot duplex standards, 10,000 lumen |
| 7 | 12 foot single standards, 6,000 lumen |
| <u>Number</u> | <u>Type</u> |
| 293 | 12 foot single standards, 4,000 lumen |
| 38 | 10 foot single standards, 2,500 lumen |
| 217 | 33 foot metal poles, 1470 watt fluorescent |
| 46 | 30 foot metal poles, 1320 watt fluorescent |
| 552 | 30 foot metal poles, 455 watt fluorescent |
| 1,327 | 15,000 lumen metal poles |
| 945 | 10,000 lumen metal poles |
| 407 | 6,000 lumen metal poles |
| 2,791 | 400 watt mercury vapor metal poles |
| 388 | 175 watt mercury vapor metal poles |
| 219 | 157 watt underpass fluorescent |
| 223 | 157 watt underpass fluorescent, 24 hour |
| 62 | half-red elevation lights, 1,000 lumen |
| 12 | 175 watt mercury vapor underpass |

EXHIBIT 2—SPECIFICATIONS

(Exhibit as of March 1, 1969, to be revised October 10, 1969)

COMPANY-OWNED OVERHEAD LIGHTS MOUNTED ON WOOD POLES

| <u>Number</u> | <u>Type</u> |
|---------------|-------------------------------|
| 206 | 455 watt fluorescent overhead |

| | |
|-------|---------------------------------|
| 314 | 15,000 lumen overhead |
| 884 | 10,000 lumen overhead |
| 4,731 | 6,000 lumen overhead |
| 43 | 2,500 lumen overhead |
| 4,483 | 400 watt mercury vapor overhead |
| 4,854 | 175 watt mercury vapor overhead |

EXHIBIT 3—SPECIFICATIONS

(Exhibit as of March 1, 1969, to be revised October 10, 1969)

LIGHTING EQUIPMENT OWNED BY THE CITY OF INDIANAPOLIS

| <u>Number</u> | <u>Type</u> |
|---------------|-------------|
|---------------|-------------|

| | |
|----|---------------------------|
| 74 | 12 foot 5-light standards |
|----|---------------------------|

RATES FOR SERVICE

The City of Indianapolis shall pay, and the Company shall receive, as full compensation for service supplied as specified herein, sums of money as follows:

PART I

PRICES FOR FURNISHING, OPERATING AND MAINTAINING EXISTING LAMPS IN SERVICE PRIOR TO OCT. 10, 1969 AND OWNED BY THE COMPANY AS SHOWN IN EXHIBITS 1 & 2—SPECIFICATIONS

The prices quoted below are net per year for an average of approximately 4100 burning hours except as otherwise specifically provided.

1. Two-lamp standard, 20 ft. in height, including two (2) 10,000 lumen incandescent lamps with necessary fixtures and glassware and supplied from underground circuits.

One hundred thirty-four and 50/100 dollars (\$134.50) net per year.

2. 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:

Fifty-one and 50/100 Dollars (\$51.50) net per year.

3. 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:

Sixty-two and 00/100 dollars (\$62.00) net per year.

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

Sixty-seven and 50/100 (\$67.50) net per year.

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

Ninety and 00/100 dollars (\$90.00) net per year.

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

Eighty-three and 50/100 dollars (\$83.50) net per year.

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

Fifty-one and 00/100 dollars (\$51.00) net per year.

8. Single 2,500 lumen incandescent lamp with necessary fixtures suspended from wood poles and supplied from overhead circuits:

Thirty-five and 00/100 dollars (\$35.00) net per year.

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

One hundred nine and 00/100 dollars (\$109.00) net per year.

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

One hundred one and 00/00 dollars (\$101.00) net per year.

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

Seventy-nine and 00/100 dollars (\$79.00) net per year.

12. Special 1470 watt fluorescent fixture, supported by a 33 ft. metal pole and supplied from underground circuits:

Two hundred seventy-seven and 50/100 dollars (\$277.50) net per year.

13. Special 1,320 watt fluorescent fixture suspended from a 33 ft. metal pole and supplied from underground circuits:

Two hundred seventy-three and 00/100 dollars (\$273.00) net per year.

14. Special 1,320 watt fluorescent fixtures suspended from a 30 ft. metal pole and supplied from underground circuits:

Two hundred forty-three and 00/100 dollars (\$243.00) net per year.

15. Special 455 watt fluorescent fixture supported by a 30 ft. metal pole and supplied from underground circuits.

One hundred forty-four and 50/100 dollars (\$144.50) net per year.

16. Special 455 watt fluorescent fixture suspended from a wood pole and supplied from overhead circuits:

Ninety-six and 00/100 dollars (\$96.00) net per year.

17. Special 157 watt fluorescent underpass fixture supplied from distribution circuits:

Sixty-nine and 50/100 dollars (\$69.50) net per year.

18. Special 157 watt fluorescent underpass fixture supplied from distribution circuits and burning continuously:

Seventy-nine and 50/100 dollars (\$79.50) net per year.

19. Special 175 watt mercury vapor underpass fixture supplied from distribution circuits:

Fifty-four and 00/100 dollars (\$54.00) net per year.

20. Single 400 watt mercury vapor lamp with necessary fixtures and glassware suspended from wood poles and supplied from overhead circuits:

Seventy-eight and 00/100 dollars (\$78.00) net per year.

21. Single 400 watt mercury vapor lamp with necessary fixtures and glassware supported by a metal pole and supplied from underground circuits:

Ninety-four and 00/100 dollars (\$94.00) net per year.

22. Single 175 watt mercury vapor lamp with necessary fixtures and glassware supported by a metal pole and supplied from underground circuits:

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

23. Single 175 watt mercury vapor lamp with necessary fixtures and glassware suspended from wood poles and supplied from overhead circuits:

Forty-eight and 00/100 dollars (\$48.00) net per year.

24. Single 1000 lumen multiple incandescent lamp with necessary fixtures and glassware, attached to piers, elevations or abutments and supplied from distribution circuits:

Twenty-nine and 00/100 dollars (\$29.00) net per year.

25. All prices quoted above (covering service supplied to Company owned lighting standards or poles from underground circuits) are based on the supplying of one hundred (100) feet of connecting cable per such Company owned 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:

Thirteen cents (\$.13) net per foot per year of such excess or deficiency.

PART II

PRICES FOR FURNISHING, ERECTING, OPERATING AND MAINTAINING LAMPS INSTALLED AFTER OCT. 10, 1969, AND OWNED BY THE COMPANY

The prices quoted below are net per year for an average of approximately 4100 burning hours except as otherwise specifically provided:

1. Special 175 watt mercury vapor underpass fixture supplied from distribution circuits:

Sixty and 00/100 dollars (\$60.00) net per year.

2. Special 175 watt mercury vapor underpass fixture supplied from distribution circuits and burning continuously:

Seventy-three and 00/100 dollars (\$73.00) net per year of 8760 burning hours.

3. Single 1000 watt mercury vapor lamp with necessary fixtures

and glassware suspended from wood poles and supplied from overhead circuits:

One hundred thirty-nine and 50/100 dollars (\$139.50) net per year.

4. Single 1000 watt mercury vapor lamp with necessary fixtures and glassware supported by a metal pole and supplied from underground circuits:

One hundred seventy-one and 00/100 dollars (\$171.00) net per year.

5. Single 400 watt mercury vapor lamp with necessary fixtures and glassware suspended from wood poles and supplied from overhead circuits:

Eighty-two and 50/100 dollars (\$82.50) net per year.

6. Single 400 watt mercury vapor 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.

7. Single 175 watt mercury vapor lamp with necessary fixtures and glassware supported by a metal pole and supplied from underground circuits:

Eighty-three and 50/100 dollars (\$83.50) net per year.

8. Single 175 watt mercury vapor lamp with necessary fixtures and glassware mounted on an upright post and supplied from underground circuits:

Eighty-five and 00/100 dollars (\$85.00) net per year.

9. Single 175 watt mercury vapor lamp with necessary fixtures and glassware suspended from wood poles and supplied from overhead circuits:

Forty-nine and 00/100 dollars (\$49.00) net per year.

10. 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 credit of:

Twenty-six cents (\$.26) net per foot per year of such excess or deficiency.

PART III

PRICES FOR OPERATING AND MAINTAINING LAMPS OWNED OR FURNISHED BY THE CITY OR OTHER PARTIES OTHER THAN THE COMPANY

1. Single 1000 watt mercury vapor lamp supported by a metal pole or suspended from a wood pole and supplied from either underground or overhead circuits:

Ninety-eight and 50/100 dollars (\$98.50) net per year.

2. Single 400 watt mercury vapor lamp supported by a metal pole or suspended from a wood pole and supplied from either underground or overhead circuits:

Fifty-four and 50/100 dollars (\$54.50) net per year.

3. Special 175 watt mercury vapor underpass fixture supplied from distribution circuits:

Thirty and 50/100 dollars (\$30.50) net per year.

4. Five-lamp standard, 12 ft. in height, including one (1) 1,000 lumen and four (4) 500 lumen incandescent lamps with necessary fixtures and glassware, owned by the City and supplied from underground circuits:

Seventy-three and 00/100 dollars (\$73.00) net per year,

provided the City shall furnish all major repairs and maintenance, including painting, and furnish or cause to be furnished, all globes necessary for the replacement of broken globes.

PART IV

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

1. The prices for electrical energy furnished to subway lights, bridge lights, traffic lights or other special street 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, including police radio, except for emergency or temporary service.

RATE (per each meter used)

The rates for the classes of service enumerated in this item No. 1 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 schedule of rates.

2. 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.

3. EMERGENCY OR TEMPORARY SERVICE

Emergency or Temporary Service will not be supplied under the prices stated above, but will be supplied in accordance with the Company's applicable schedules of rates which are on file with and approved by the Public Service Commission of Indiana.

PART V

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, a corporation, and the City of Indianapolis, Indiana, on the 28th day of August, 1969, be and the same in all things hereby is ratified, confirmed and approved.

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

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

SPECIAL ORDINANCES

SPECIAL ORDINANCE NO. 13, 1969

Introduced by Councilman Leak:

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

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

Section 1. That the City of Indianapolis, Indiana be, and the same is hereby extended so as to include the following described territory which is hereby annexed to and made part of the territory constituting the City of Indianapolis, Indiana, said territory being a part of the East Half of the Southwest Quarter of Section 17, Township 16, North of Range 5 East in Marion County, Indiana, being more particularly described as follows, to-wit:

A part of the East Half of the Southwest Quarter of Section 17, Township 16 North of Range 5 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Beginning at the Southeast corner of said Southwest Quarter Section; running thence South 89 degrees 34 minutes 47 seconds West upon and along the South line of said Quarter Section a distance of 592.89 feet to a point (this line being the center line of East 38th Street right-of-way); running thence North 00 degrees 30 minutes 37 seconds West a distance of 633.16 feet to a point; running thence North 89 degrees 25 minutes 00 seconds East and parallel with the North line of said Quarter Section a distance of 592.27 feet to a point on the

East line thereof (said point also being on the Southeast corner of Lot numbered 66 in Vinton Woods—First Section; an Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 32, Page 201 in the Office of the Recorder of Marion County, Indiana); running thence South to 00 degrees 34 minutes 00 seconds East upon and along said East line a distance of 634.84 feet to the point of beginning; containing 8.625 acres, more or less.

Also, the entire right of way along the described center line of East 38th Street, including the north one-half ($\frac{1}{2}$) of said right of way.

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.

SPECIAL RESOLUTIONS

SPECIAL RESOLUTION NO. 18, 1969

Introduced by Councilman Leak:

WHEREAS, the Penn Central Company and the Illinois Central Company have petitioned the Interstate Commerce Commission (hereinafter referred to as I.C.C.), for authority to discontinue service on passenger trains No. 303 and 304, "The James Whitcomb Riley," running between the cities of Chicago, Illinois, and Cincinnati, Ohio, and

WHEREAS, such passenger trains do provide service for the citizenry of the greater Indianapolis Metropolitan area, and

WHEREAS, it is the sense of the Common Council of the City of Indianapolis that the discontinuance of such service would be detrimental to the growth and development of the municipal city and to its citizenry generally, and

WHEREAS, such Common Council is of the opinion that the City's view in opposition to such discontinuance should be presented to said I.C.C. at a hearing to be held on said petition commencing at 9:30 o'clock A.M. on September 17, 1969, in the North East Room of the War Memorial, 431 North Meridian Street, Indianapolis, Indiana, and

WHEREAS, in order for a representative of the City to be heard in connection with such petition it is necessary that the Common Council adopt a Special Resolution authorizing an individual to appear for and in behalf of the City at such hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE
COMMON COUNCIL OF THE CITY OF INDIANAPOLIS,
INDIANA, AS FOLLOWS:

1. That the City of Indianapolis go on record as opposing the discontinuance of the railroad passenger service presently being provided to residents of the City of Indianapolis by the Penn Central and Illinois Central Company trains numbered 303 and 304; and that John Walls, Deputy Mayor, and Paul F. Kortepeter, Assistant City Attorney, be and they are hereby designated as representatives of the City of Indianapolis to appear at the aforesaid hearing to be held on said petition for discontinuance of "The James Whitcomb Riley" and then and there to testify in behalf of the City of Indianapolis against the discontinuance of such passenger train service.

FURTHER RESOLVED, that the City Clerk be and she is hereby authorized and directed to duly certify to the I.C.C. the fact of the adoption of the foregoing resolution and of the designation of the City's agents to act for and in its behalf at such hearing.

This Resolution shall be in full force and effect from and after its adoption and approval by the Mayor of the City of Indianapolis.

Which was read for the first time and referred to the Committee of the Whole.

ORDINANCES ON SECOND READING

Mr. Leak called for a second reading of Appropriation Ordinance No. 15, 1969.

The Clerk read the Ordinance for the second time.

Mr. Leak moved, seconded by Mr. Gorham, to amend Appropriation Ordinance No. 15, 1969, as follows:

Indianapolis, Ind., September 3, 1969

Mr. President:

I move that Appropriation Ordinance No. 15, 1969 be amended by striking out in Section 1, line 16, under Increase: 2. Services—Contractual, Fund 26, the figures 50,300.00 and inserting in lieu thereof the following: the figures 50,600.00.

WILLIAM A. LEAK, Councilman

The motion to amend passed by unanimous voice vote.

On motion of Mr. Leak, seconded by Mr. Gorham, Appropriation Ordinance No. 15, 1969, as amended, was ordered engrossed, read a third time and placed upon its passage.

After third reading the Ordinance passed on the following roll call vote:

Ayes 7, viz: Mr. Broderick, Mr. Egenes, Mr. Gorham, Mr. Leak, Mr. McPherson, Rev. Williams, and President Hasbrook.

Mr. Leak called for a second reading of Appropriation Ordinance No. 16, 1969.

The Clerk read the Ordinance for the second time.

On motion of Mr. Leak, seconded by Mr. Gorham,

Appropriation Ordinance No. 16, 1969, was ordered engrossed, read a third time and placed upon its passage.

After third reading the Ordinance passed on the following roll call vote:

Ayes 6, viz: Mr. Egenes, Mr. Gorham, Mr. Leak, Mr. McPherson, Rev. Williams and President Hasbrook.

Noes 1, viz: Mr. Broderick.

Mr. Leak called for a second reading of Special Ordinance No. 10, 1969.

The Clerk read the Ordinance for the second time.

On motion of Mr. Leak, seconded by Mr. Gorham, Special Ordinance No. 10, 1969, was ordered engrossed, read a third time and placed upon its passage.

After third reading the Ordinance passed on the following roll call vote:

Ayes 7, viz: Mr. Broderick, Mr. Egenes, Mr. Gorham, Mr. Leak, Mr. McPherson, Rev. Williams, and President Hasbrook.

NEW BUSINESS

Mr. Leak moved, seconded by Mr. Gorham, for a suspension of the rules for the adoption of Special Resolution No. 18, 1969.

The motion to suspend the rules passed on the following roll call vote:

Ayes 7, viz: Mr. Broderick, Mr. Egenes, Mr. Gorham, Mr. Leak, Mr. McPherson, Rev. Williams, and President Hasbrook.

Mr. Leak moved, seconded by Mr. Gorham, for the adoption of Special Resolution No. 18, 1969.

The move for adoption of Special Resolution No. 18, 1969, passed by unanimous voice vote.

On motion of Mr. Gorham, seconded by Rev. Williams, the Council adjourned at 8:45 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 3rd day of September, 1969.

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



ATTEST:

President



(SEAL)

City Clerk