

**MINUTES OF THE CITY-COUNTY COUNCIL
AND
SPECIAL SERVICE DISTRICT COUNCILS
OF
INDIANAPOLIS, MARION COUNTY, INDIANA**

**REGULAR MEETINGS
MONDAY, AUGUST 28, 2000**

The City-County Council of Indianapolis, Marion County, Indiana and the Indianapolis Police Special Service District Council, Indianapolis Fire Special Service District Council and Indianapolis Solid Waste Collection Special Service District Council convened in regular concurrent sessions in the Council Chamber of the City-County Building at 7:12 p.m. on Monday, August 28, 2000, with President SerVaas presiding.

Councillor Short led the opening prayer and invited all present to join him in the Pledge of Allegiance to the Flag.

ROLL CALL

President SerVaas instructed the Clerk to take the roll call and requested members to register their presence on the voting machine. The roll call was as follows:

*28 PRESENT: Bainbridge, Black, Borst, Boyd, Bradford, Brents, Cockrum, Conley, Coonrod, Coughenour, Douglas, Dowden, Gibson, Gray, Hinkle, Horseman, Knox, Langsford, Massie, Moriarty Adams, Nytes, Sanders, Schneider, SerVaas, Short, Soards, Talley, Tilford
1 ABSENT: Smith*

A quorum of twenty-eight members being present, the President called the meeting to order.

INTRODUCTION OF GUESTS AND VISITORS

Councillor Gray introduced James Dunn of the Crown Hill Neighborhood Association. Councillor Coughenour recognized former Director of the Department of Capital Asset Management, Greg Henneke. Councillor Hinkle introduced Kathy Burton, president of the Marion County Alliance of Neighborhood Associations (MCANA). Councillor Gray recognized former City Controller Fred Armstrong. Councillor Massie recognized former Councillor William Schneider.

OFFICIAL COMMUNICATIONS

President SerVaas called for the reading of Official Communications. The Clerk read the following:

TO ALL MEMBERS OF THE CITY-COUNTY COUNCIL AND POLICE, FIRE AND SOLID WASTE COLLECTION SPECIAL SERVICE DISTRICT COUNCILS OF THE CITY OF INDIANAPOLIS AND MARION COUNTY, INDIANA

Ladies And Gentlemen :

You are hereby notified the REGULAR MEETINGS of the City-County Council and Police, Fire and Solid Waste Collection Special Service District Councils will be held in the City-County Building, in the Council Chambers, on Monday, August 28, 2000, at 7:00 p.m., the purpose of such MEETINGS being to conduct any and all business that may properly come before regular meetings of the Councils.

Respectfully,
s/Burt SerVaas
President, City-County Council

July 19, 2000

TO PRESIDENT SERVAAS AND MEMBERS OF THE CITY-COUNTY COUNCIL AND POLICE, FIRE AND SOLID WASTE COLLECTION SPECIAL SERVICE DISTRICT COUNCILS OF THE CITY OF INDIANAPOLIS AND MARION COUNTY, INDIANA:

Ladies and Gentlemen:

Pursuant to the laws of the State of Indiana, I caused to be published in the *Court & Commercial Record* and in the *Indianapolis Star* on Monday, July 24, 2000, a copy of a Legal Notice of General Ordinance No. 72, 2000.

Respectfully,
s/Suellen Hart
Clerk of the City-County Council

August 8, 2000

TO PRESIDENT SERVAAS AND MEMBERS OF THE CITY-COUNTY COUNCIL AND POLICE, FIRE AND SOLID WASTE COLLECTION SPECIAL SERVICE DISTRICT COUNCILS OF THE CITY OF INDIANAPOLIS AND MARION COUNTY, INDIANA:

Ladies and Gentlemen:

Pursuant to the laws of the State of Indiana, I caused to be published in the *Court & Commercial Record* and in the *Indianapolis Star* on Friday, August 11, 2000, a copy of a Notice of Public Hearing on Proposal Nos. 451 and 516-526, 2000, said hearing to be held on Monday, August 28, 2000, at 7:00 p.m. in the City-County Building.

Respectfully,
s/Suellen Hart
Clerk of the City-County Council

August 11, 2000

TO THE HONORABLE PRESIDENT AND MEMBERS OF THE CITY-COUNTY COUNCIL AND POLICE, FIRE AND SOLID WASTE COLLECTION SPECIAL SERVICE DISTRICT COUNCILS OF THE CITY OF INDIANAPOLIS AND MARION COUNTY, INDIANA:

Ladies and Gentlemen:

I have approved with my signature and delivered this day to the Clerk of the City-County Council, Suellen Hart, the following ordinances and resolutions:

FISCAL ORDINANCE NO. 80, 2000 - approves an increase of \$550,000 in the 2000 Budget of the Marion County Children's Guardian Home (County General Fund) to continue with the Vision 2000 renovations at the Guardian Home, financed by Build Indiana funds

FISCAL ORDINANCE NO. 81, 2000 - approves an increase of \$1,196,000 in the 2000 Budget of the Department of Parks and Recreation (Park General Fund) to cover the increased operating costs for various parks and recreation programs and facilities through the end of 2000, financed by fund balances

FISCAL ORDINANCE NO. 84, 2000 - approves a transfer of \$75,000 in the 2000 Budget of the Metropolitan Emergency Communications Agency (MECA Fund) to meet mission requirements

FISCAL ORDINANCE NO. 86, 2000 - approves transfers totaling \$31,600 in the 2000 Budget of the Department of Public Safety, in its divisions of Animal Control, Weights and Measures, and Emergency

Management Planning (Consolidated County Fund) to meet current fuel cost projections and to reprioritize other current appropriations within the existing budget

FISCAL ORDINANCE NO. 87, 2000 - approves a transfer of \$301,700 in the 2000 Budget of Department of Public Works, Administration Division, Maintenance Operations Division, and Environmental Resources Management Division (Consolidated County Fund, Maintenance Operations General Fund, and Sanitation Liquid Waste Fund) to cover the increased cost of vehicle fuels for 2000

GENERAL ORDINANCE NO. 83, 2000 - amends Chapter 241 of the Revised Code as it pertains to the make up of the divisions within the Department of Parks and Recreation

GENERAL ORDINANCE NO. 84, 2000 - authorizes a traffic signal at the Mary Bryan Elementary School and Stop 11 Road (District 24)

GENERAL ORDINANCE NO. 85, 2000 - authorizes a traffic signal at Meridian School Road and Perry Meridian High School East Drive (District 25)

GENERAL ORDINANCE NO. 86, 2000 - authorizes a traffic signal at 10th Street and Elmwood Street (District 16)

GENERAL ORDINANCE NO. 87, 2000 - authorizes a traffic signal at 86th Street and Moore Road (District 1)

GENERAL ORDINANCE NO. 88, 2000 - authorizes multi-way stops in Trees II Subdivision (District 1)

GENERAL ORDINANCE NO. 89, 2000 - authorizes intersection controls for Richmond Hill Subdivision (District 24)

GENERAL ORDINANCE NO. 90, 2000 - authorizes a multi-way stop at Norton Avenue and State Avenue (Districts 20, 24)

GENERAL ORDINANCE NO. 91, 2000 - authorizes multi-way stops at Castle Lake Road and Clearwater Drive; and at Clearwater Drive and Springwater Drive (District 4)

GENERAL ORDINANCE NO. 92, 2000 - authorizes a multi-way stop at Cordwood Lane, Riverwood Drive, and Waterwood Parkway (District 8)

GENERAL ORDINANCE NO. 93, 2000 - authorizes a multi-way stop at 67th Street and Ferguson Street (District 2)

GENERAL ORDINANCE NO. 94, 2000 - authorizes a multi-way stop at Concord Street and Epler Avenue (District 25)

GENERAL ORDINANCE NO. 95, 2000 - authorizes a multi-way stop at Capitol Avenue and Kimber Street (District 25)

GENERAL ORDINANCE NO. 96, 2000 - authorizes parking restrictions on Eagle Creek Parkway between 34th Street and 46th Street (Districts 1, 8)

GENERAL ORDINANCE NO. 97, 2000 - authorizes a weight limit restriction on Glen Arm Road between 10th Street and 11th Street (District 18)

GENERAL ORDINANCE NO. 98, 2000 - authorizes a weight limit restriction on Milhouse Road between State Road 67 and Decatur Boulevard (District 19)

GENERAL ORDINANCE NO. 99, 2000 - authorizes a weight limit restriction on Gatwick Drive between State Road 67 and Decatur Boulevard (District 19)

GENERAL ORDINANCE NO. 100, 2000 - authorizes a weight limit restriction on Lynhurst Drive from Mooresville Road to dead end (District 19)

SPECIAL RESOLUTION NO. 60, 2000 - recognizes the 30th Anniversary of Indiana Black Expo, Inc.

SPECIAL RESOLUTION NO. 61, 2000 - an inducement resolution for Indiana Veneers Corp. in an amount not to exceed \$1,500,000 for the acquisition and installation of machinery and equipment to be utilized in an existing manufacturing facility located at 1121 East 24th Street (District 22)

SPECIAL RESOLUTION NO. 62, 2000 - determines that the lease of office and warehouse space at 5940 Michigan Road is needed for the Department of Parks and Recreation

P.S.D.F.O. NO. 1, 2000 - approves an increase of \$639,195 in the 2000 Budget of the Department of Public Safety, Police Division (Police Service District Fund and Federal Grants Fund) to fund various community policing initiatives, funded by federal and local grants

P.S.S.D.F.O. NO. 2, 2000 - approves a transfer of \$2,334,050 in the 2000 Budget of the Department of Public Safety, Police Division (Police Service District Fund) to fund police department overtime initiatives, supplies and materials, and fleet service fuel and maintenance

F.S.S.D.F.O. NO. 1, 2000 - approves a transfer of \$180,000 in the 2000 Budget of the Department of Public Safety, Fire Division (Fire Service District Fund) to cover the increased cost of fuel and maintenance charges through the end of 2000

S.W.C.S.S.D.F.O. NO. 2, 2000 - approves a transfer of \$133,300 in the 2000 Budget of the Department of Public Works, Contract Compliance Division and Solid Waste Management Division (Solid Waste Collection Service District Fund) to cover increased fuel costs

Respectfully,
s/Bart Peterson, Mayor

ADOPTION OF THE AGENDA

The President proposed the adoption of the agenda as distributed.

Councillor Massie moved, seconded by Councillor Dowden, to move Proposal No. 549, 2000 from Pending Proposals to the agenda to be heard this evening. He said that the Rules and Public Policy Committee has already heard this proposal and he would like it to be acted on this evening. Proposal No. 549, 2000 was added to the agenda by a unanimous voice vote.

Councillor Massie asked for consent to advance Proposal Nos. 460 and 461, 2000 on the agenda to be heard before the Introduction of Proposals due to the number of concerned public in attendance. Consent was given.

Councillor Dowden asked for consent to postpone action on Proposal No. 574, 2000 until after Proposal No. 515, 2000 on the agenda. The action in Proposal No. 574, 2000 is in response to the passage of Proposal No. 515, 2000. Consent was given.

Without further objection, the agenda was adopted as amended.

APPROVAL OF THE JOURNAL

The President called for additions or corrections to the Journal of August 7, 2000. There being no additions or corrections, the minutes were approved as distributed.

PRESENTATION OF PETITIONS, MEMORIALS, SPECIAL RESOLUTIONS, AND COUNCIL RESOLUTIONS

PROPOSAL NO. 570, 2000. The proposal recognizes Daniel C. Cartwright for his service on the Indianapolis Public Transportation Corporation Board of Directors. Councillor Tilford read the proposal and presented Mr. Cartwright with a copy of the document and a Council pin. Councillor Short thanked Mr. Cartwright for his work on the Transportation Board and for his involvement in other worthwhile causes, such as the Leukemia Society. Greg Henneke, former Director of the Department of Capital Asset Management, thanked Mr. Cartwright for his efforts in transportation to provide a firm foundation long before he became involved in the board. Barry Bland, president of the board, thanked Mr. Cartwright for his efforts in increasing the awareness of the need for transportation for disabled citizens. Mr. Cartwright thanked the Council for the honor and stated that serving on this board was very rewarding for him. Councillor Tilford moved, seconded by Councillor Short, for adoption. Proposal No. 570, 2000 was adopted by a unanimous voice vote.

Proposal No. 570, 2000 was retitled SPECIAL RESOLUTION NO. 63, 2000, and reads as follows:

CITY-COUNTY SPECIAL RESOLUTION NO. 63, 2000

A SPECIAL RESOLUTION recognizing Daniel C. Cartwright for his service on the Indianapolis Public Transportation Corporation Board of Directors.

WHEREAS, Daniel C. Cartwright served with vision and leadership on the Indianapolis Public Transportation (IPTC) Board as a Council Republican appointment from July, 1991, through April, 2000; and

WHEREAS, Mr. Cartwright is a graduate of Indiana State University and has been in the construction and development business for a quarter of a century, and more recently in property management; and

WHEREAS, as a Commissioner of the 1987 Pan American Games in Indianapolis, he designed, developed and managed a temporary village for 6,000 athletes from 30 Western Hemisphere nations; and

WHEREAS, on the IPTC Board, Mr. Cartwright was instrumental in tackling an unfunded federal mandate for more public transportation services for disabled people, as well as serving for nine months filling in as an interim general manager of the public transportation agency, and is especially proud that there never was an IPTC local property tax increase during his nine years on the Board; now, therefore:

BE IT RESOLVED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The Indianapolis City-County Council recognizes and commends Daniel C. Cartwright for his nine years of service on the Board of the Indianapolis Public Transportation Corporation.

SECTION 2. It is this type of volunteer civic spirit by so many involved citizens that makes Indianapolis such a viable, pragmatic and energetic city in which to live.

SECTION 3. The Mayor is invited to join in this resolution by affixing his signature hereto.

SECTION 4. This resolution shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

PROPOSAL NO. 571, 2000. The proposal recognizes David A. Stirsman for his service on the Indianapolis Public Transportation Corporation Board of Directors. Councillor Tilford moved, seconded by Councillor Bradford, to postpone Proposal No. 571, 2000 until September 11, 2000. Proposal No. 571, 2000 was postponed by a unanimous voice vote.

PROPOSAL NO. 572, 2000. The proposal, sponsored by Councillors Horseman, Gibson, Sanders, and Conley, recognizes Fiesta Indianapolis 2000, Inc. Councillor Horseman read the proposal and presented representatives with copies of the document and Council pins. Carmen Derucia, organizer of Fiesta Indianapolis 2000, thanked the Council for the recognition. Councillor Horseman moved, seconded by Councillor Conley, for adoption. Proposal No. 572, 2000 was adopted by a unanimous voice vote.

Proposal No. 572, 2000 was retitled SPECIAL RESOLUTION NO. 65, 2000, and reads as follows:

CITY-COUNTY SPECIAL RESOLUTION NO. 65, 2000

A SPECIAL RESOLUTION recognizing Fiesta Indianapolis 2000, Inc.

WHEREAS, Fiesta, Indianapolis, Inc. is a nonprofit organization that serves and promotes the Latino community, and assists with the education of the mainstream community regarding Latino culture and customs; and

WHEREAS, twenty years ago, in 1980, Fiesta Indianapolis, Inc. introduced "Fiesta," an annual celebration of Latino culture in Indianapolis; and

WHEREAS, Fiesta Indianapolis, Inc. and its annual "Fiesta" event is staffed entirely by volunteers; and

WHEREAS, Fiesta Indianapolis, Inc. will promote Latino culture in this year's "Fiesta 2000" to be held during National Hispanic Heritage Month on Saturday, September 16, 2000, from Noon to Midnight downtown at the American Legion Mall; and

WHEREAS, Fiesta Indianapolis, Inc.'s "Fiesta 2000" is open free to the public and features non-stop entertainment, food vendors offering many different Hispanic fares, Hispanic arts and crafts, music, dancing and activities for children; and

WHEREAS, Fiesta Indianapolis, Inc. event last year drew an attendance of nearly 20,000 people, the largest gathering of Hispanics in the city of Indianapolis; now, therefore:

BE IT RESOLVED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The Indianapolis City-County Council recognizes "Fiesta 2000" on September 16th, and urges all citizens to pause and appreciate the endeavors of Fiesta Indianapolis, Inc., and to participate in this and in the several other festivals that showcase Indianapolis' rich cultural and ethnic heritage.

SECTION 2. The Council cites the considerable volunteer time and work by the Board of Directors of Fiesta Indianapolis, Inc., and all others who help make the annual Fiesta a success.

SECTION 3. The Mayor is invited to join in this resolution by affixing his signature hereto.

SECTION 4. This resolution shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

PROPOSAL NO. 573, 2000. The proposal, sponsored by Councillors Boyd, Horseman, and Bainbridge, recognizes Eli Lilly and Company. Councillor Boyd read the proposal and presented representatives with copies of the document and Council pins. Pat James, representative of Eli Lilly, introduced Mark Owens, who is involved in engineering services for the new buildings, and Andrew Crowe, who heads up the minority business development areas for Lilly. Mr. James thanked the Council for the recognition and stated that Lilly looks forward to continued growth in this City. Councillor Borst stated that the Lilly technology center is located within his district, and he said that Lilly has been a great supporter of other projects in the City, such as the RCA Dome, Circle Centre Mall, and Conseco Fieldhouse. Councillor Gray stated that he knows Mr. Crowe from high school and stated that he has been involved in the junior golf program. President SerVaas said that Lilly has an impact on a lot more small causes than are read about in the paper and is a vital part of the Marion County community. Councillor Boyd moved, seconded by Councillor Horseman, for adoption. Proposal No. 573, 2000 was adopted by a unanimous voice vote.

Proposal No. 573, 2000 was retitled SPECIAL RESOLUTION NO. 66, 2000, and reads as follows:

CITY-COUNTY SPECIAL RESOLUTION NO. 66, 2000

A SPECIAL RESOLUTION recognizing Eli Lilly and Company.

WHEREAS, in 1876, the year that General Custer was defeated at the Little Big Horn, and Heinz began bottling ketchup, a Swedish-descended Civil War veteran and druggist, Colonel Eli Lilly, established a small pharmaceutical plant on Pearl Street in the near-southside of Indianapolis; and

WHEREAS, during the following decades, Eli Lilly and Company prospered and grew under the active leadership of the Colonel, his son and grandsons, and in recent years by professional non-family management; and

WHEREAS, for 124 years Lilly has been an outstanding corporate citizen of Indianapolis, and is now in the midst of a billion dollar expansion plan that will add up to 7,500 good new jobs in Indianapolis; and

WHEREAS, Lilly's expansion activity is already ahead of schedule, and at the July 18th ribbon cutting ceremony at the Lilly Technology Center, it was revealed that over 30% of the construction contracts were with Indiana minority owned businesses; and

WHEREAS, Eli Lilly and Company has won national recognition as a leader in minority purchasing, in the hiring and promotion of women and minority workers, and as a place to work; sporting employee amenities such as on-site dry cleaning and banking, a convenience store, job sharing, telecommuting, on-site mammography, extended leave for personal reasons, its own credit union, summer camps for employee's children, an employee immediate care center, and child care facilities; now, therefore:

BE IT RESOLVED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The Indianapolis City-County Council recognizes the mutually-beneficial 124-year relationship with Indianapolis and Eli Lilly and Company.

SECTION 2. The Council applauds Lilly and its Chairman, President and CEO Sidney Taurel, for its enlightened attitude toward minority and female employees and suppliers, and for its billion dollar expansion plans in Lilly's home city.

SECTION 3. The Council wishes Lilly the very best of success in the future as it continues to be a world leader in discovering and producing new products to meet the medical needs of human beings.

SECTION 4. The Mayor is invited to join in this resolution by affixing his signature hereto.

SECTION 5. This resolution shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

PROPOSAL NO. 575, 2000. The proposal recognizes the Pleasure Riders Horseman's Club. Councillor Talley read the proposal and presented Gaddis Vonberry III, organizer of the club, with a copy of the document and a Council pin. Mr. Vonberry thanked the Council for the recognition and explained the goals of the club. Councillor Talley moved, seconded by Councillor Conley, for adoption. Proposal No. 575, 2000 was adopted by a unanimous voice vote.

Proposal No. 575, 2000 was retitled SPECIAL RESOLUTION NO. 68, 2000, and reads as follows:

CITY-COUNTY SPECIAL RESOLUTION NO. 68, 2000

A SPECIAL RESOLUTION recognizing the Pleasure Riders Horseman's Club.

WHEREAS, African-Americans have a long and rich history with horses, in the Old West working side by side with the Anglo cowboys busting broncos, roundups and cattle drives, and the Black 9th and 10th Cavalry regiments helped tame the frontier and earned them the nickname "Buffalo Soldiers"; and

WHEREAS, carrying on the tradition, here in Indianapolis last year Gaddis Vonberry, III, organized a group of Blacks who enjoy horses into the local not-for-profit Pleasure Riders Horseman's Club; and

WHEREAS, the Club works with inner-city young people between the ages of six to 17, giving them the opportunity to learn horsemanship fundamentals, and at the same time experiencing the thrill of horseback riding; and

WHEREAS, in a program of positive influence, animal care and responsibility, and simply fun, the Club hopes to soon start a cowboy day camp for children; now, therefore:

BE IT RESOLVED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The Indianapolis City-County Council recognizes Gaddis Vonbergy, III, and all of the members of the Pleasure Riders Horseman's Club as they enjoy their sport and share their recreational experience and all of the educational lessons associated with horses with young inner-city children in Indianapolis.

SECTION 2. The Council The Council wishes the best of success of the one-year-old Club as it carries on a tradition in the 21st Century that dates back to the 19th Century and earlier.

SECTION 3. The Mayor is invited to join in this resolution by affixing his signature hereto.

SECTION 4. This resolution shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

PROPOSAL NO. 427, 2000. The proposal, sponsored by Councillors Massie, Boyd, and Horseman, appoints Olga Villa Parra to the Board of Ethics. Councillor Boyd stated that Ms. Parra met with the Rules and Public Policy Committee on August 8, 2000, and she comes to this position with high recommendations. By a 7-0 vote, the Committee reported the proposal to the Council with the recommendation that it do pass. Councillor Massie moved, seconded by Councillor Boyd, for adoption. Proposal No. 427, 2000 was adopted by a unanimous voice vote.

Proposal No. 427, 2000 was retitled COUNCIL RESOLUTION NO. 69, 2000, and reads as follows:

CITY-COUNTY COUNCIL RESOLUTION NO. 69, 2000

A COUNCIL RESOLUTION appointing Olga Villa Parra to the Board of Ethics.

BE IT RESOLVED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. As a member of the Board of Ethics, the Council appoints:

Olga Villa Parra

SECTION 2. The appointment made by this resolution is for a term ending April 13, 2001. The person appointed by this resolution shall serve at the pleasure of the Council and for sixty (60) days after the expiration of such term or until such earlier date as successor is appointed and qualifies.

PROPOSAL NO. 483, 2000. President SerVaas reported that the Administration and Finance Committee heard Proposal No. 483, 2000 on August 8, 2000. The proposal, sponsored by Councillor Coonrod, appoints Tom Burns to the Indianapolis-Marion County Building Authority Board of Trustees. By an 8-0 vote, the Committee reported the proposal to the Council with the recommendation that it do pass. Councillor Coonrod moved, seconded by Councillor Cockrum, for adoption. Proposal No. 483, 2000 was adopted by a unanimous voice vote.

Proposal No. 483, 2000 was retitled COUNCIL RESOLUTION NO. 70, 2000, and reads as follows:

CITY-COUNTY COUNCIL RESOLUTION NO. 70, 2000

A COUNCIL RESOLUTION appointing Tom Burns to the Indianapolis-Marion County Building Authority Board of Trustees.

BE IT RESOLVED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. As a member of the Indianapolis-Marion County Building Authority Board of Trustees, the Council appoints:

Tom Burns

SECTION 2. The appointment made by this resolution is for a term ending June 3, 2003. The person appointed by this resolution shall serve at the pleasure of the Council and for sixty (60) days after the expiration of such term or until such earlier date as successor is appointed and qualifies.

PROPOSAL NO. 582, 2000. The proposal, sponsored by Councillor Soards, appoints Rickie W. McKenny to the Common Construction Wage Committee for Pike Township. Councillor Soards moved, seconded by Councillor Hinkle, for adoption. Proposal No. 582, 2000 was adopted by a unanimous voice vote.

Proposal No. 582, 2000 was retitled **COUNCIL RESOLUTION NO. 71, 2000**, and reads as follows:

CITY-COUNTY COUNCIL RESOLUTION NO. 71, 2000

A COUNCIL RESOLUTION appointing Rickie W. McKenny to the Common Construction Wage Committee for Pike Township.

BE IT RESOLVED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. As a member of the Common Construction Wage Committee for Pike Township, the Council appoints:

Rickie W. McKenny

SECTION 2. The person appointed by this resolution shall serve at the pleasure of the Council and until his respective successor is appointed and qualifies.

INTRODUCTION OF PROPOSALS

PROPOSAL NO. 551, 2000. Introduced by Councillor Hinkle. The Clerk read the proposal entitled: "A Proposal for a Special Resolution which is a final resolution for Bedford Park Apartments in an amount not to exceed \$10,000,000 which consists of the acquisition and renovation of the existing 312-unit apartment complex located at 4900 Edinborough Way (District 17)"; and the President referred it to the Metropolitan Development Committee.

PROPOSAL NO. 552, 2000. Introduced by Councillor Tilford. The Clerk read the proposal entitled: "A Proposal for a General Resolution which reviews, modifies, and approves the operating and maintenance budget and tax levies of the Indianapolis Airport Authority District"; and the President referred it to the Municipal Corporations Committee.

PROPOSAL NO. 553, 2000. Introduced by Councillor Tilford. The Clerk read the proposal entitled: "A Proposal for a General Resolution which reviews, modifies, and approves the operating and maintenance budget and tax levies of the Capital Improvement Board of Managers of Marion County"; and the President referred it to the Municipal Corporations Committee.

PROPOSAL NO. 554, 2000. Introduced by Councillor Tilford. The Clerk read the proposal entitled: "A Proposal for a General Resolution which reviews, modifies, and approves the operating and maintenance budget and tax levies of the Health and Hospital Corporation of Marion County"; and the President referred it to the Municipal Corporations Committee.

PROPOSAL NO. 555, 2000. Introduced by Councillor Tilford. The Clerk read the proposal entitled: "A Proposal for a General Resolution which reviews, modifies, and approves the operating and maintenance budget and tax levies of the Indianapolis-Marion County Public Library Board"; and the President referred it to the Municipal Corporations Committee.

PROPOSAL NO. 556, 2000. Introduced by Councillor Tilford. The Clerk read the proposal entitled: "A Proposal for a General Resolution which reviews, modifies, and approves the operating and maintenance budget and tax levies of the Indianapolis Public Transportation Corporation"; and the President referred it to the Municipal Corporations Committee.

PROPOSAL NO. 557, 2000. Introduced by Councillor Boyd. The Clerk read the proposal entitled: "A Proposal for a Council Resolution which appoints Sue Solmos to the Health and Hospital Corporation Board of Trustees"; and the President referred it to the Municipal Corporations Committee.

PROPOSAL NO. 558, 2000. Introduced by Councillor Tilford. The Clerk read the proposal entitled: "A Proposal for a Council Resolution which appoints Robert B. Pfeifer to the Health and Hospital Corporation Board of Trustees"; and the President referred it to the Municipal Corporations Committee.

PROPOSAL NO. 559, 2000. Introduced by Councillor Tilford. The Clerk read the proposal entitled: "A Proposal for a Council Resolution which appoints Joe (Skip) Rink to the Indianapolis Public Transportation Corporation Board"; and the President referred it to Municipal Corporations Committee.

PROPOSAL NO. 560, 2000. Introduced by Councillor Talley. The Clerk read the proposal entitled: "A Proposal for a General Ordinance which provides taxicab companies and taxicab operators the authority to charge an alternative fare on the day of the Formula One Grand Prix of Indianapolis, in the same manner as they currently do for the 500 Mile Race and the Brickyard 400 Mile Race"; and the President referred it to the Administration and Finance Committee.

PROPOSAL NO. 561, 2000. Introduced by Councillors Douglas and Cockrum. The Clerk read the proposal entitled: "A Proposal for a Fiscal Ordinance which approves an increase of \$100,000 in the 2000 Budget of the Department of Parks and Recreation (Federal Grants Fund) to pay for a summer lunch program for youth enrolled in day camp and supervised play programs, and youth from the neighborhood, financed with federal funds"; and the President referred it to the Parks and Recreation Committee.

PROPOSAL NO. 562, 2000. Introduced by Councillors Douglas and Cockrum. The Clerk read the proposal entitled: "A Proposal for a Fiscal Ordinance which approves a transfer of \$180,000 in the 2000 Budget of the Department of Parks and Recreation (City Cumulative Capital Development Fund) for the repair of shelter houses and the construction of playgrounds at various parks throughout the city"; and the President referred it to the Parks and Recreation Committee.

PROPOSAL NO. 563, 2000. Introduced by Councillor Dowden. The Clerk read the proposal entitled: "A Proposal for a Fiscal Ordinance which approves an increase of \$600,551 in the 2000 Budgets of the County Auditor, County Sheriff, Community Corrections, and Marion County Justice Agency (County Misdemeanor Fund) to provide for the diversion of misdemeanant populations from state facilities, funded by County Corrections Funds from the State of Indiana"; and the President referred it to the Public Safety and Criminal Justice Committee.

PROPOSAL NO. 564, 2000. Introduced by Councillor Dowden. The Clerk read the proposal entitled: "A Proposal for a Fiscal Ordinance which approves an increase of \$60,260 in the 2000 Budget of the Prosecuting Attorney (State and Federal Grant Fund) to fund a public information and education campaign to increase seat belt usage within Marion County, funded by a state grant from the Governor's Council on Impaired and Dangerous Driving"; and the President referred it to the Public Safety and Criminal Justice Committee.

PROPOSAL NO. 565, 2000. Introduced by Councillor Dowden. The Clerk read the proposal entitled: "A Proposal for a Fiscal Ordinance which approves an increase of \$23,903 in the 2000 Budgets of the County Auditor and the Marion County Superior Court (Drug Treatment Diversion Fund) to pay the salaries of the Drug Treatment Diversion Program staff for the remainder of the year 2000, funded by user fees"; and the President referred it to the Public Safety and Criminal Justice Committee.

PROPOSAL NO. 566, 2000. Introduced by Councillor Dowden. The Clerk read the proposal entitled: "A Proposal for a Fiscal Ordinance which approves an increase of \$29,809 in the 2000 Budget of the Marion County Justice Agency (State and Federal Grants Fund) to assist the Julian Center in funding the Respite Care Program for children, funded by a grant from the Indiana Criminal Justice Institute"; and the President referred it to the Public Safety and Criminal Justice Committee.

PROPOSAL NO. 567, 2000. Introduced by Councillor Dowden. The Clerk read the proposal entitled: "A Proposal for a Fiscal Ordinance which approves an increase of \$24,880 in the 2000 Budget of the Marion County Justice Agency (State and Federal Grants Fund) to provide individual and group counseling for adults to work through victimization issues, funded by a grant from the Indiana Criminal Justice Institute (Crime Victim Assistance Grant)"; and the President referred it to the Public Safety and Criminal Justice Committee.

PROPOSAL NO. 568, 2000. Introduced by Councillor Moriarty Adams. The Clerk read the proposal entitled: "A Proposal for a Council Resolution which approves the Mayor's appointment of Cassandra A. Jordan as Administrative Hearing Officer of the Department of Capital Asset Management and Public Works"; and the President referred it to the Public Works Committee.

PROPOSAL NO. 569, 2000. Introduced by Councillors Bradford and Coonrod. The Clerk read the proposal entitled: "A Proposal for a Special Ordinance which authorizes the County Auditor to borrow \$12,000,000 from a financial institution on behalf of the County Office of Family and Children to pay for the County Office's obligations pursuant to IC 12-19-5 and appropriating the proceeds of the borrowing"; and the President referred it to the Community Affairs Committee.

PROPOSAL NO. 581, 2000. Introduced by Councillors Bradford and Coonrod. The Clerk read the proposal entitled: "A Proposal for a Fiscal Ordinance which approves an increase of \$12,000,000 in the 2000 Budget of the Marion County Office of Family and Children (Family and Children Fund) to fund the expenditures for the remainder of 2000, financed by proceeds from short term borrowing"; and the President referred it to the Community Affairs Committee.

SPECIAL ORDERS – FINAL ADOPTION

Councillor Massie reported that the Rules and Public Policy Committee heard Proposal Nos. 460 and 461, 2000 on August 1 and 8, 2000.

PROPOSAL NO. 460, 2000. The proposal approves and authorizes the cable franchise contract between the City and Digital Access Corporation of Indiana, Inc. PROPOSAL NO. 461, 2000. The proposal approves and authorizes the cable franchise contract between the City and TOTALink of Indiana, LLC. By 5-2 votes, the Committee reported the proposals to the Council with the recommendation that they do pass as amended.

Councillor Borst stated that the intent was to keep a level playing field and make sure the two existing companies were not put at a disadvantage against the two new applicants. The franchise agreements referenced in Proposal Nos. 460 and 461, 2000 are almost identical to those in place with the existing companies, with a few differences relative to timing issues. He said that the two new companies will employ 500 to 600 people in the community and will spend \$550 to \$600 million to lay approximately 7,000 miles of fiber optic infrastructure throughout the County. Councillor Borst said that for the residents, the competition will help to keep their bills down. The City is striving to be known as a high-tech area, and these contracts will help to achieve that goal.

Councillor Talley stated that he is going to support the proposal, but he asked if there will be any efforts to reconcile the differences in the contracts after the new companies are in operation. Councillor Borst stated that most of the differences are related to first right of refusal and length of contracts. The first right of refusal was a clause in place because there were only two companies in existence. The length of contracts is simply a timing issue. The current contracts expire in 2008, but it will take the new companies a couple of years to get all the fiber installed and get up and running, so their contracts are for 15 years.

Councillor Gray asked if there was any discussion regarding public access programming with these companies. Councillor Borst said that there was substantial testimony from public access advocates at the committee hearings. Councillor Gray asked if the new contracts will support public access. Councillor Borst stated that public access programming requirements are the same for the new companies as what currently exists in the other two companies' contracts.

Councillor Horseman moved, seconded by Councillor Gibson, to return Proposal Nos. 460 and 461, 2000 to Committee. She said that the representatives from TOTALink and Digital Access have been very cooperative, but this is a new adventure with technology which has not yet been proven. She said that she would like the issue of the institutional network to be discussed further and for the number of outlets to be increased.

President SerVaas stated that the institutional network was discussed in committee, and because it is an unknown cost, all parties could not agree on the number of outlets. Because this issue bordered on being a deal-breaker, the committee was recessed to allow the petitioners to discuss the matter. The committee felt the petitioners came back with a very generous offer with great risk in cost to themselves. He said that the committee accepted the petitioners' offer, and he feels sending the proposals back to committee would stop all forward progress on these contracts.

Councillor Black asked if the 500 to 600 new employees will be Union personnel. Councillor Sanders said that she has concerns about \$600 million worth of cable being laid around the City with no commitment in either of these agreements to insure that the City's skilled tradesmen will be the ones doing this work. She said that she would like a commitment from the companies to insure that Union workers will be laying the cable. Councillor Massie said that at this point no contractual arrangements can be made on the floor this evening due to the rules that constrict the Council in regards to these contracts. He said that the company representatives can give their intentions, however, on the matter. Councillor Black asked what rules constrict the Council from

amending the contracts. Councillor Massie said that he had conversations with General Counsel Robert Elrod regarding this matter and was informed of this rule. Councillor Borst stated that Sec. 851-239 of the Code requires that the Committee approve the precise language of any franchise before the Council may vote upon it.

Councillor Horseman said that if her motion to return the proposals to committee passes, Councillors Sanders and Black can have these changes made to the contract in committee.

Bill Roberts, representative of TOTALink of Indiana, said that a lot of plans have been developed to build the network, but the central location site and the contractors involved in the building have not yet been selected. Until the franchise agreement is in place, TOTALink cannot proceed with these plans or in selecting a contractor to do the work. He said that skilled tradesmen will have every opportunity to bid on the work after the franchise is granted. Sam Morris, representative of Digital Access, said that they are in the same position as TOTALink. He said that they are in negotiations with three contractors, and intend to listen to the Council's concerns in moving forward. Councillor Sanders asked Mr. Morris if the three contractors they are in negotiations with are Indiana companies or out-of-state companies. Mr. Morris said that both Indiana companies and out-of-state companies are being considered.

Councillor Coughenour said that one of the companies testified at one of the Committee meetings that the timing is very important, and delays could impact them even as far as their decision to locate here. She said that these proposals have had a great deal of scrutiny, a lot of expert consultant advice, and ample opportunity for public testimony. She said that the proposals have been adequately discussed, and she is in opposition of sending them back to committee.

Councillor Horseman said that the Council is entering into a 15-year commitment with the institutional network, which could save the City of Indianapolis a great deal of money. She said that she believes more discussion needs to take place with the municipal entities that might be affected, such as the schools and libraries.

Councillor Massie said that as sponsor of the proposals and Chairman of the Rules and Public Policy Committee, he is against returning the proposals to committee. He said that a further delay and pressure on the petitioners may cause the deals to be lost altogether.

Councillor Soards stated that he will abstain from voting on all matters concerning Proposal Nos. 460 and 461, 2000.

The motion to return Proposal Nos. 460 and 461, 2000 to committee failed by the following roll call vote; viz:

13 YEAS: Black, Boyd, Brents, Conley, Douglas, Gibson, Gray, Horseman, Knox, Moriarty Adams, Nytes, Sanders, Short

14 NAYS: Bainbridge, Borst, Bradford, Cockrum, Coonrod, Coughenour, Dowden, Hinkle, Langsford, Massie, Schneider, SerVaas, Talley, Tilford

1 NOT VOTING: Soards

1 ABSENT: Smith

Councillor Massie moved, seconded by Councillor Borst, for adoption of Proposal No. 460, 2000, as amended. Proposal No. 460, 2000, as amended, was adopted on the following roll call vote; viz:

21 YEAS: Bainbridge, Borst, Boyd, Bradford, Cockrum, Conley, Coonrod, Coughenour, Douglas, Dowden, Gibson, Hinkle, Langsford, Massie, Moriarty Adams, Nytes, Schneider, SerVaas, Short, Talley, Tilford

6 NAYS: Black, Brents, Gray, Horseman, Knox, Sanders

1 NOT VOTING: Soards

1 ABSENT: Smith

Proposal No. 460, 2000, as amended, was retitled SPECIAL ORDINANCE NO. 8, 2000, and reads as follows:

CITY-COUNTY SPECIAL ORDINANCE NO. 8, 2000

A SPECIAL ORDINANCE approving and confirming a cable franchise contract by and between the City of Indianapolis, Indiana, through the Cable Franchise Board, and Digital Access Corporation of Indiana, Inc..

WHEREAS, the City-County Council of the Consolidated City of Indianapolis and Marion County, Indiana, has adopted Chapter 851 of the Revised Code of the Consolidated City and County ("Code"), which regulates the grant of cable television franchises and regulates the construction, maintenance, and operation of cable television systems; and

WHEREAS, Digital Access Corporation of Indiana, Inc. duly filed a petition for cable franchise pursuant to the Code; and

WHEREAS, the City-County Council determined that it is in the best interest of the city and its citizens to award an additional competitive cable television franchise and required Digital Access Corporation of Indiana, Inc. to file an application for such franchise; and

WHEREAS, Digital Access Corporation of Indiana, Inc. duly filed an application for such franchise, and approval of its application has been recommended by the Cable Franchise Board; and

WHEREAS, the Rules and Policy Committee of the City-County Council, pursuant to the Code, held a public hearing to take evidence and hear argument whether to grant a cable franchise in the form proposed in the application; and

WHEREAS, the Rules and Policy Committee of the City-County Council determined that a franchise should be granted to Digital Access Corporation of Indiana, Inc., and approved a proposed form of the franchise contract; and

WHEREAS, Digital Access Corporation of Indiana, Inc. has agreed in writing to the terms of the approved franchise contract; and

WHEREAS, the City-County Council, pursuant to the Code, must act upon an ordinance approving and confirming the franchise contract as recommended; now, therefore:

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The City-County Council hereby approves and confirms the award of a cable franchise to Digital Access Corporation of Indiana, Inc., and approves and confirms the cable franchise contract by and between the City of Indianapolis, Indiana, through the Cable Franchise Board, and Digital Access Corporation of Indiana, Inc., a copy of which is attached and incorporated herein.

SECTION 2. The City-County Council directs the director of the Cable Communications Agency to execute this contract on behalf of the City of Indianapolis.

SECTION 3. This ordinance shall be in effect from and after its passage by the Council and compliance with IC 36-3-4-14.

FRANCHISE AGREEMENT
BETWEEN
CONSOLIDATED CITY OF INDIANAPOLIS, INDIANA,
AND
DIGITAL ACCESS CORPORATION OF INDIANA, INC.

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THE FRANCHISE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2000, by and between the Consolidated City of Indianapolis, Indiana (City), through the Indianapolis-Marion County Cable Franchise Board (Board) and Digital Access Corporation of Indiana, Inc., a Delaware corporation, with offices at Three Bala Plaza East, Suite 605, Bala Cynwyd, Pennsylvania 19004-3481 (Operator).

WITNESSETH THAT:

WHEREAS, the City-County Council (Council) of the City has adopted Chapter 851 of the Revised Code of the Consolidated City and County which regulates the grant of cable franchises, including the construction, operation and maintenance of cable systems in Marion County, Indiana; and

WHEREAS, on June 6, 2000, Operator duly filed an application for a cable franchise with City; and

WHEREAS, the Council pursuant to the Code and the recommendations of the Council's Rules and Policy Committee, has determined that a franchise should be granted on the terms and conditions of this Agreement; and

WHEREAS, this Agreement was approved and confirmed by the City-County Special Ordinance Number _____, passed _____, 2000, by the Council and signed by the Mayor of the City on _____, 2000, all in accordance with the requirements and provisions of law, and the Board and the Mayor have been directed to execute this Agreement;

NOW THEREFORE, in consideration of the mutual agreements hereinafter set forth, City and Operator do hereby agree as follows:

ARTICLE ONE. DEFINITIONS

Section 1.01. Statutory Definitions.

In this Agreement, the terms listed in this section have the meanings set forth in Federal law, as follows:

- (1) The term Act means the Communications Act of 1934 including the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996.
- (2) The term Cable Channel or Channel means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel (as television channel is defined by the Commission by regulation).
- (3) The term Cable Service means (A) the one-way transmission to subscribers of (i) Video Programming, or (ii) Other Programming Service, and (B) Subscriber interaction, if any, which is required for the selection or use of Video Programming or Other Programming Service.
- (4) The term Cable System means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right of way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) of the Act) to the extent such facility is used in the transmission of Video Programming directly to subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (D) an open video system that complies with Section 653 of the Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.
- (5) The term FCC or Commission means the Federal Communications Commission.
- (6) The term Interactive On-Demand Services means a service providing Video Programming to Subscribers over switched networks on an on-demand, point-to-point basis, but does not include services providing video programming prescheduled by the programming provider.
- (7) The term Other Programming Service means information that a cable operator makes available to all Subscribers generally.
- (8) The term Public, Educational or Governmental Access Facilities means (A) Channel capacity designated for public, educational, or governmental use; and (B) facilities and equipment for the use of such Channel capacity.
- (9) The term Video Programming means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

Section 1.02. Definitions.

In this Agreement, the terms listed in this section have the meanings as set forth in the Code, as follows:

- (1) The term Affiliate, when used in relation to any person or entity, means another person or entity who owns or controls, is owned or controlled by, or is under common ownership or control with, such person or entity.
- (2) The term Board means the Cable Franchise Board of City, created by Sec. 285-111 of the Revised Code of the Consolidated City and County and its successors.
- (3) The term Entity means any corporation, partnership, limited liability company, association, joint stock company, joint venture, trust, or governmental or business entity.
- (4) The term Franchise means an initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to Section 626 of the Act (47 U.S.C. Section 546)), issued by City whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction and operation of a Cable System.

- (5) The term Gross Revenues means any and all revenues derived from the operations of Operator's Cable System to provide Cable Services.
- (6) The term Person means an individual.
- (7) The term Subscriber means any Person or Entity who contracts or agrees to purchase the regular subscriber service, pay television, or any other service provided by a Cable System, and includes anyone actually authorized to use and using such service, even if the Person or Entity does not pay the charges for such services.

Section 1.03. Defined Terms.

In this agreement, the following terms have the following meanings:

- (1) The term Applicable Franchise Territory means such area as determined under Section 2.03.
- (2) The term Cable Internet Access Service means services provided to Cable Subscribers by which the Cable Subscriber is connected to the internet by use of the Operator's Cable System.
- (3) The term Downtown Mile Square means that area of City bounded by North Street, East Street, South Street, and West Street.
- (4) The term Code means the Revised Code of the Consolidated City and County.
- (5) The term Effective Date means the date this Agreement becomes binding on all parties pursuant to Section 10.12.
- (6) The term Operator's Cable System means the facilities and equipment in whole or in part used by Operator to provide Cable Service to Operator's Subscribers within the Applicable Franchise Territory including any facilities or equipment used in whole or in part to provide institutional network services.
- (7) The term Public Rights-of-Way means any real estate or interest in real estate which is held by City or any of its agencies for the purposes of vehicular or pedestrian traffic or for construction or maintenance of utilities and includes easements publicly dedicated for utility purposes, including the unoccupied and unrestricted area above and below such real property interests.
- (8) The term System Design Plan means the written plan required by Section 8.01.

ARTICLE TWO. FRANCHISE GRANTED

Section 2.01. Grant of Franchises.

In consideration of Operator's performance of this Agreement, including the payment of Franchise fees specified herein, City hereby awards and grants to Operator a nonexclusive Franchise to provide Cable Services as specified in Section 2.03 and to provide Cable Internet Access Services over Operator's Cable System, subject to the conditions, limitations and reservations of this Agreement.

Section 2.02 Franchise Limitations.

The granting of this Franchise shall not grant Operator any rights or authority to use the Public Rights-of-Way for any purposes other than providing services pursuant to this Agreement or as allowed by applicable law.

Section 2.03. Rights-of-Way Usage.

This non-exclusive franchise granted by the City to Operator to provide Cable Services shall include the right to use Public Rights-of-Way for purposes of constructing and operating a Cable System in the Applicable Franchise Territory without further authorization or permit from the City to use Public Rights-of-Way or pay any additional fees, other than ministerial permitting fees, to provide non-cable telecommunications services or Cable Internet Access Services if those services are provided predominantly over Operator's Cable System.

Section 2.04. Applicable Franchise Territory.

The Applicable Franchise Territory shall be any geographic area in Marion County in which the Council has the jurisdiction to grant a Franchise pursuant to Chapter 851 of the Code.

Section 2.05. Franchise Fee.

(a) Operator shall pay to City a Franchise fee in the amount of five percent (5%) of Operator's Gross Revenues derived from operation of a Cable System to provide Cable Service in the Applicable Franchise Territory computed and paid as prescribed by Section 851-601 of the Code.

(b) Operator shall pay quarterly to the Capital Improvements Board of Marion County, a sum equal to 50 cents per Subscriber per month, such payments to be a credit against Franchise fees due under subsection (a). Such payments shall be made for two years after the Effective Date, and thereafter if the continuation of such payments are approved by the Council.

(c) Subject to the reservations in Section 2.07, Operator agrees that Operator's gross revenues derived from fees collected for Cable Internet Access Services shall be deemed Gross Revenues derived from operation of its Cable System.

(d) If Operator discounts its charges for Cable Services or Cable Internet Access Services to Subscribers based on multiple subscriptions to services provided by Operator, such discounts shall be applied for purposes of computing Operator's gross revenues by applying the total discount pro rata to separate charges that would have applied if the Subscriber had only subscribed to each service.

(e) City agrees to conduct no more than one audit in any fiscal year to determine Operator's compliance with this section.

Section 2.06. Franchise Term.

This Agreement shall take effect and be in force from and after the Effective Date for a term of fifteen (15) years upon the conditions set forth in the Code and in this Agreement.

Section 2.07. Reservations.

(a) City expressly reserves and does not waive any legal right or authority to require additional authorization or compensation that the City imposes upon use of the Public Right-Of-Way for providers of services other than those for which a franchise is required under Title VI of the Act. Operator expressly reserves and does not waive any rights it may otherwise lawfully have or acquire to use Operator's Cable System for the provision of other services.

(b) Because of statutory and regulatory uncertainty about whether Cable Internet Access Services are "cable services" under the Act, Operator's obligation to pay a franchise fee upon the Gross Revenues from Cable Internet Access Services under subsection (c) of Section 2.05 is subject to the specific reservation that the obligation shall continue only:

- (1) so long as such franchise fee is uniformly applied by the City to all Cable System operators providing Cable Internet Access Services under Franchises, or
- (2) until controlling state or federal laws or regulations or a final, non-appealable decision of a court of competent jurisdiction determines that Cable Internet Access Services provided on a Cable System are not "cable services" under the Act.

(c) Whenever Operator contends that the franchise fee on Cable Internet Access Services is not collectible under subsection (b), Operator may petition the Board for a determination under that subsection that Operator should be relieved from payment of that portion of the franchise fee. The Board shall act on such petition within forty-five (45) days of the filing of such petition. If the determination of the Board is adverse to Operator or the Board fails to make a determination, Operator may seek a declaratory judgment by a court of competent jurisdiction in Marion County or the Southern District of Indiana to decide the issue. If the Operator elects not to seek an administrative appeal, and instead files a declaratory action or seeks a declaratory ruling, City agrees to waive any defense it may have that Operator has failed to exhaust its administrative remedies.

(d) If a court of competent jurisdiction determines that Operator or its customers are entitled to a refund for franchise fees paid on Cable Internet Access Service, then the City agrees to refund such fees to Operator and if Operator had passed through such franchise fees on Cable Internet Access Service to

its customers, then Operator shall refund such fees to the customers who paid the fees, upon payment by the City.

ARTICLE THREE. SYSTEM REQUIREMENTS

Section 3.01. General Requirements.

In consideration of City's grant of this Franchise, Operator agrees to provide Cable Service within City as set forth in this Agreement.

Section 3.02. Technical Requirements for System Generally.

(a) Operator agrees to build its Cable System to comply with the System Technical Requirements as set forth in Article Four.

(b) Operator agrees to perform its obligations relating to the Institutional Network as set forth in Article Five.

(c) Operator agrees to perform its obligations relating to Public, Educational, or Governmental Access Facilities as set forth in Article Six.

Section 3.03. Service Requirements Generally.

Operator agrees to comply with the service requirements set forth in Article Seven.

Section 3.04. Interconnection.

(a) Whenever interconnections of Operator's Cable System are required, Operator shall file with the Board, within sixty (60) days of the happening of the event requiring an interconnection, a plan for accomplishing the interconnection, such that the transmission of signals between the two cable systems does not result in any significant deterioration in the signal quality.

(b) Whenever Operator is required to interconnect to a Cable System first franchised after the Effective Date, Operator shall be entitled to reimbursement of all its costs of interconnection from the operator of the connecting system.

Section 3.05. Cable Service to Public Institutions.

Operator shall provide at least one outlet to provide basic tier cable service to all local governmental and educational institutions in Operator's Applicable Franchise Territory that request service, including but not limited to public schools, libraries, City, County and township governmental offices. Such installation and service shall be provided without charge. If on the Effective Date, more than one outlet to any such institution is being provided without charge, Operator shall provide all such outlets without charge. City certifies that, to its knowledge, the locations of public institutions within Marion County presently receiving Cable Service from another operator of a Cable System franchised by the City without charge for installation and service are fully and accurately listed on Attachment 3.05.

Section 3.06. Equipment Servicing.

(a) Operator shall provide service personnel qualified to identify whether a Subscriber's service failure is caused by Operator's facilities or equipment or by Subscriber equipment failure. If the failure is not caused by Operator's facilities or equipment, Operator's service personnel shall provide Subscriber a written statement attesting to such fact.

(b) If such determination is wrong and Subscriber incurs additional unnecessary charges for diagnosis or repairs, Subscriber shall be entitled to recover such reasonable charges from Operator.

Section 3.07. Costs.

Unless otherwise expressly provided in this Agreement, all costs of compliance with this Agreement shall be the responsibility of Operator.

ARTICLE FOUR. SYSTEM TECHNICAL REQUIREMENTS

Section 4.01. System Design and Capacity. Operator's Cable System shall be built to the following minimum capacities and technical standards:

- (1) Operator's Cable System shall use at least 750 MHz equipment of high quality and reliability capable of delivering 80 downstream cable channels, and shall also be capable of two-way interactive services.
- (2) The interconnections from the headends to the hubs and from the hubs to the nodes will be fiber optic.
- (3) Operator shall use equipment and components generally used in high quality, reliable, modern systems of similar design and which are capable of passing through the signals received at the headend with a minimum of alteration or deterioration.
- (4) Standby power at the headends will be provided for a minimum of eight (8) hours in the event of an outage. All hubs and amplifiers will have standby power supplies with a minimum running time of four (4) hours. All nodes will have standby power supplies with the minimum running time of two (2) hours. The obligation to provide a standby power supply requires Operator to provide and install equipment that will cut in automatically upon the failure to commercial utility power and revert automatically to commercial power when it is restored. Back-up power supplies and associated equipment will be tested regularly. Test results shall be recorded in logs which will be available for inspection by City on request.
- (5) Operator's Cable System design shall permit the conversion to digital technology without an additional major upgrade when and if Operator determines that digitally compressed signal technology has a marketable application.
- (6) Operator shall engineer its headends and install all equipment so that Operator's Cable System has the potential maximum operational capacity to transmit at least eighty (80) video Channels (analog and digital) downstream.
- (7) Operator shall comply with the rules of the FCC concerning the compatibility of its equipment with consumer electronic equipment.
- (8) If any of the facilities or equipment to be used for the provision of the Institutional Network required by this Agreement are part of Operator's Cable System, such facilities and equipment shall be designed to interconnect with the facilities of any other franchisee of City which is required to provide Institutional Networks or Services.

Section 4.02. State of the Art Review.

(a) Subject to the provisions of this section, City may amend this Agreement so as to require Operator to upgrade Operator's Cable System to incorporate the State of The Art technology (the "State of the Art Option").

(b) City may not initiate the State of the Art Option, or issue any order, at a time when Operator is subject to effective competition as defined from time to time by federal law.

(c) In order to initiate the State of the Art Option, City shall first commence a review of Operator's Cable System. There shall not be more than one (1) such review every two (2) calendar years. A review may not commence prior to the eighth (8th) or after the eleventh (11th) anniversary of the Effective Date.

- (1) The review described in this subsection (c) shall, at a minimum, take into account the following:
 - (A) characteristics of the existing Operator's Cable System;
 - (B) the State of the Art;
 - (C) the additional benefits provided to customers by the State of the Art;
 - (D) the marketplace demand for the State of the Art taking into account any associated rate increase; and
 - (E) any additional factors deemed relevant by City or Operator.
- (2) If, after conducting such a review, City determines that the exercise of the State of the Art Option may be warranted, City shall hold at least two (2) public hearings to enable the general public and Operator to comment and present additional evidence.

(d) If, following such hearings, City determines that the exercise of the State of the Art Option is warranted, it may order the State of the Art be implemented ("the Order"). The Order shall be in writing and shall set forth the basis for City's decision, including a reasonable period of time for Operator to implement the State of the Art, which implementation shall not be required prior to the 9th anniversary of the Effective Date. Upon agreement, the parties may amend this Agreement accordingly. If, however, Operator is not willing to comply with such Order, Operator may, within sixty (60) days after City's Order:

- (1) Appeal City's Order to any court of competent jurisdiction in Marion County, Indiana; or
- (2) Notify City pursuant to Section 626 of the Act that Operator wishes to commence proceedings to renew its Franchise. Such notice shall be deemed to shorten the term of its Franchise such that this Agreement will expire thirty-six (36) months from the date of Operator's notice. Operator shall not be deemed to be in violation of the Order or of this Agreement if such renewal proceedings are commenced or have already been commenced pursuant to the Act.
- (e) If the court finds that Operator has demonstrated City's Order is not supported by a preponderance of the evidence based on the record of the proceedings from (c) above, the court shall grant appropriate relief.

(f) The term "State of the Art" as used in this section means equipment and/or facilities that:

- (1) are readily available with reasonable delivery schedules from two (2) or more sources of supply;
- (2) have the capability to perform the intended functions demonstrated within systems with similar characteristics (including, but not necessarily limited to population, density, subscriber penetration, etc.) under actual operating conditions for purposes other than test or experimentation; and
- (3) can be implemented by Operator in an economically feasible manner taking into account economic waste (i.e. early retirement of assets).

(g) The term "State of the Art" does not include equipment and/or facilities for public, educational or government access.

Section 4.03. Negotiation of Technical Standards.

If the FCC regulations regarding signals transmitted, including at a minimum the technical standards set forth in 47 C.F.R. Section 76.601, as amended from time to time, do not exist and applicable law permits City to adopt such technical standards, Operator agrees City may adopt signal quality standards; provided that any City adopted technical standards are not more stringent than those federal standards previously applied to Operator's Cable System.

ARTICLE FIVE. INSTITUTIONAL NETWORK

Section 5.01. Network Defined.

(a) The Institutional Network means the channel capacity, equipment, facilities, systems or portions of systems provided by Operator for interconnection and delivery of the following services:

- (1) governmental and educational video transmissions of governmental and educational access programming between the origination locations and Operator's headend described in Section 5.02. City shall notify Operator in writing of any new origination locations added to the Institutional Network,
- (2) transmission of institutional programming specified in Section 5.03 provided by the Institutional Network of other Cable Systems, and including any such channel capacity, equipment, facilities, and systems provided by other Cable Systems interconnected as provided in Section 3.04, and
- (3) the upgraded Institutional Network as provided in Section 5.04.

(b) City shall allocate the capacity of the Institutional Network and such capacity shall be used only for non-commercial, governmental and public educational purposes.

Section 5.02. Educational and Governmental Access Programming Transmission

Operator shall provide facilities and equipment so that the analog video transmission signal for governmental and educational access programming continues to be transmitted from the governmental and educational access origination studios to Operator's headend without significant deterioration of signal quality.

Section 5.03. Video Services.

(a) Operator shall provide to the locations listed on Attachment 5.03(a) institutional programming transmitted on the institutional networks provided on the Effective Date by other Operators utilizing one (1) analog channel on Operator's Cable System. If such channel is no longer used to transmit institutional programming, the channel capacity shall be considered channel capacity provided by Operator pursuant to Section 6.01(1) which City may reallocate pursuant to Section 6.02.

(b) Operator shall, at City's option, scramble the channels providing institutional programming, with City's consent to the scrambling technology, so that such channels are available only to the locations listed as receiving video services on Attachment 5.03(a), additional locations added pursuant to Section 5.04(a), and residences of authorized City personnel. If City requests scrambling of the channels, City shall pay the equipment costs for scrambling and descrambling of the channels.

(c) Operator shall interconnect the channels providing the video services described in this Section with the channels of other operators required to provide similar services as an Institutional Network under a franchise granted by City, such that the transmission of signals between the two Cable Systems does not result in any significant deterioration in signal quality. Interconnection required by this subsection shall occur within eighteen (18) months of Operator's providing Cable Service to Subscribers for a charge or when Operator's network becomes available where the interconnection points are located, whichever is sooner. The connecting operator shall pay the costs of interconnection. Operator agrees to cooperate with connecting operators required to provide similar services under a Franchise with City in order to effect interconnection efficiently, expeditiously and with minimal effect on Subscribers.

Section 5.04. Upgraded Institutional Network.

(a) Operator agrees to design and furnish an Upgraded Institutional Network service by installing and maintaining activated all fiber optic connections with a capacity of 45 Mbps of bandwidth to a single connecting point at up to twenty (20) City, Marion County or township government buildings to be specified by the Board for City's own purposes.

(b) The Board shall, within six (6) months of the Effective Date, designate the selected locations and provide to Operator adequate information to coordinate construction and provisioning of the connections described in subsection (a) to the specified locations with its System Design Plan under Article Eight of this Agreement. The Board shall allocate, on an equitable and non-discriminatory basis, the responsibility for connections to the Upgraded Institutional Network between or among all cable operators having a similar obligation to City, based on the estimated costs associated with installing and maintaining the connections described in subsection (a), including, but not limited to, the cost of labor and materials. Operator will cooperate with the Board in providing the information necessary to complete such estimates. Upon request by Operator, the Board may reconsider any allocations of responsibility between or among other cable operators having a similar obligation to the City.

(c) The specified locations for the Upgraded Institutional Network shall be connected at the Board's request when the Operator's Cable System is activated within five hundred (500) feet of the location. Operator shall be responsible for all connection costs to the connection point if the location is within 200 feet of Operator's Cable System. If the location is more than 200 feet from Operator's Cable System, the connecting entity shall pay for the additional extension costs for the connection in excess of two hundred (200) feet.

(d) Operator shall provide Upgraded Institutional Network connections to other City, Marion County or township buildings upon payment of Operator's reasonable charges for connection by the requesting entity, subject to network availability.

(e) City shall be responsible for purchase, repair, maintenance, operation and replacement of all terminal and other customer premises equipment at each location of the Upgraded Institutional Network. There shall be no reoccurring monthly charges by the Operator to City for the use of the Upgraded Institutional Network.

(f) The Upgraded Institutional Network shall be used exclusively for governmental purposes.

(g) Operator's commitment under this Section shall not relieve Operator of any other obligations under this Agreement. The obligation required by this Section to provide connections for Upgraded Institutional Network services to up to twenty (20) locations specified by City shall be a condition of any other cable services franchise agreement between City and any other cable operator entered into contemporaneously with this Agreement.

Section 5.05. Connections and Charges.

(a) Operator shall provide service connections subject to network availability for Institutional Network programming for all City, Marion County, and township government locations upon written notice. If the requesting institution has or has had a connection and seeks to replace or duplicate its connections, then the institution shall reimburse Operator its connection costs. Operator shall provide connections to other government locations in the Applicable Franchise Territory whenever Operator's Cable System is within five hundred (500) feet of such location upon the connecting institution's payment of Operator's cost of connection. Such connections shall be completed within forty-five (45) days after Operator receives City's notice if no pole attachments are involved in providing the connection. If a pole attachment is involved, Operator agrees to engineer and apply for a pole attachment within thirty (30) days after Operator receives City's notice and to complete connection no later than forty-five (45) days after Operator receives approval for the pole attachment.

(b) No access or usage charges for facilities, equipment, or support shall be made to Marion County, township or City governmental users of the Institutional Network or for transmission of educational or governmental access programming either upstream or downstream.

Section 5.06. Network Availability, Monitoring, and Maintenance.

The Institutional Network programming shall be available for use and shall be monitored and maintained in the same manner as Operator's Cable System.

ARTICLE SIX. PUBLIC, EDUCATIONAL OR GOVERNMENTAL ACCESS FACILITIES

Section 6.01. Channel Capacity. Operator agrees to provide the following Channel capacity designated for non-commercial educational or governmental use:

- (1) Operator shall provide the four (4) analog Channels, and to share the costs of maintaining the existing interconnections with other operators of cable systems,
- (2) In addition, upon City's request, Operator shall provide two (2) additional Channels (of 6 MHz each in the bandwidth above 550 MHz) for educational or governmental use, which shall allow City, at its option, to relocate any or all of the video services described in Section 5.01 or to use such bandwidth for educational or governmental use. The second of these two Channels shall be made available only after the first Channel is substantially full. For purposes of this paragraph, "substantially full" shall mean that non-duplicative original audio/video (non-alphanumeric) programming is provided at least ninety percent (90%) of the hours between 7:00 a.m. and 10:00 p.m., except Sundays, using either analog or digital technology similar to that used by Operator for services to its Subscribers. For purposes of this subsection the first rebroadcast of programming originally broadcast in real time shall not be considered a duplication of programming.

Section 6.02. Allocation of PEG Facilities.

(a) The facilities, equipment and channel capacity provided pursuant to Section 6.01 shall be allocated among educational or governmental users by City, including Institutional Network programming from such networks provided by other Cable Systems.

Section 6.03. Educational Access Channels.

The educational access Channels shall be specifically designated channels for non-commercial use by local public and private school authorities, and shall be managed, scheduled, and programmed by the entities or entities designated from time to time by City.

Section 6.04. Governmental Access Channels.

The governmental access Channels shall be specifically designated Channels for non-commercial local governmental use and shall be managed, scheduled, and programmed exclusively by City or its designee.

Section 6.05. Additional PEG Facilities and Support.

(a) To provide for the capital costs of Public, Educational or Governmental Access Facilities, Operator shall pay to City commencing on or before February 2, 2002, and on the same date each succeeding year for seven (7) years thereafter, a sum equal to One Dollar (\$1.00) per Subscriber who has contracted with Operator for paid Video Programming as of December 31 of the prior calendar year. Payments made pursuant to this subsection shall be placed in a separate fund or account, and used only for capital costs for educational or governmental access facilities. City shall provide, at least annually within sixty (60) days after the end of the calendar year, an accounting of all amounts expended from such fund or account identifying each capital cost paid. If any amounts have not been properly expended by the ninth (9th) anniversary of the Effective Date, Operator shall be entitled to treat as a credit against Franchise fees due under this Agreement, so much of the balance in such fund as is determined by a fraction, the numerator of which is the total payments into such fund by Operator and the denominator of which is the total payments into such fund from all operators franchised by City with such a funding requirement.

(b) The costs of programming provided for public, educational or governmental access channels shall be allocated as provided in Sec. 851-403(c) of the Code, unless the operators otherwise agree.

ARTICLE SEVEN. SERVICE REQUIREMENTS

Section 7.01. Universal Service Requirement.

(a) Operator shall provide service, upon request, to any residence in the Applicable Franchise Territory. Provided, if a residence is neither (i) in an area of ten or more residences per mile of Cable System nor (ii) within a platted subdivision of more than twenty-five lots and the service connection requires extension of Operator's Cable System by more than three hundred feet, Subscriber may be required to pay that portion of the extension costs determined by a fraction, the numerator of which is the length of the extension in excess of three hundred feet and the denominator of which is the total length of the extension. Provided further, if the residence is in the Downtown Mile Square, where density is less than ten (10) residential dwelling per mile, the person requesting service in the Downtown Mile Square must agree to other arrangements which reimburse Operator for its connection costs.

(b) Notwithstanding anything to the contrary, Operator shall be under no obligation to provide service to any resident of a multiple dwelling unit or of a single family home who has been convicted of theft of service, vandalism, or other damage to Operator's Cable System.

Section 7.02. Service Minimums.

Operator shall provide to all Subscribers to its lowest cost service tier, programming which shall, at minimum include, but not necessarily be limited to:

- (1) All Video Programming provided on the Channel capacity required for educational or governmental access, except that on digitally compressed channels provided pursuant to Section 6.01(3) of this Agreement,
- (2) All broadcast television stations which Operator is required to carry pursuant to Federal law, if Federal law requires any such carriage, and
- (3) Local Community Interest Programming described in Section 7.03 of this Agreement.
- (a) In addition, Operator shall offer to its Subscribers programming in the following categories:
 - (1) local news,
 - (2) weather,
 - (3) local sports,
 - (4) programming for the hearing impaired,
 - (5) music, and
 - (6) children.

Section 7.03. Local Community Interest Programming.

(a) Operator agrees, during the term of the Franchise, to allocate one analog Channel on its Cable System for local origination programming.

(b) Operator agrees to offer local community organizations having religious, charitable, literary, cultural or public health purposes an opportunity to present programming educating or informing the public of their purposes or activities (Local Community Interest Programming) for a minimum of fifteen hours per week between the hours of 9:00 a.m. and 4:00 p.m. and ten hours per week between the hours of 6:00 p.m. and 11:00 p.m.

(c) Operator shall have exclusive control of the local origination Channel and the Local Community Interest Programming presented thereon.

Section 7.04. Lease of Channel Capacity.

For broadcast television stations licensed by the FCC and transmitting from within the Consolidated City whose carriage is not compelled by the Act, including the repeal, amendment or invalidity of Sec. 614 of the Act, Operator agrees to provide access to those stations on Operator's Cable System on a leased basis in accordance with FCC regulations.

Section 7.05. Local Professional Sports Programming.

Operator shall make a commitment to local professional sports programming.

Section 7.06. Service Options.

Operator shall make a commitment to provide content management options to its Subscribers for any services provided under this Agreement.

ARTICLE EIGHT. CONSTRUCTION STANDARDS

Section 8.01. Design Review and Construction Schedule.

(a) At least sixty (60) days prior to the commencement of construction of Operator's Cable System and at least thirty (30) days before interconnecting Operator's Cable System as required by this Agreement with any other Cable System franchised by City, Operator shall file with Board a written System Design Plan for the proposed construction or interconnection, which shall include, at a minimum, the following information:

- (1) A description of the Operator's Cable System, including the distribution system cable, fiber and equipment;
- (2) Nature of any uses of Public Rights-of-Way;
- (3) Engineering plans for Operator's Cable System showing the capacities and capabilities of Operator's Cable System with sufficient specificity that, upon completion of the proposed construction or interconnection, City may verify that the Cable System meets those capacities and capabilities verified; and
- (4) A Construction Completion Schedule indicating the areas to be serviced and the date of activation of services in each area.

(b) In addition to the System Design Plan, Operator shall maintain the following information:

- (1) Trunk and feeder design and number and location of Cable System technical facilities including fiber nodes, headends, hub sites, towers, microwave dishes, and antenna; and
- (2) Design maps for any relocations of Operator's Cable System which shall be available for inspection by City officers, employees, or agents authorized by the Board.

(c) Within thirty (30) days of the receipt of an Operator's System Design Plan, the Board shall advise Operator of deficiencies in such plan and of any respects in which the Board believes the System Design Plan does not comply with this Agreement, the Code or applicable law. Operator shall follow the System Design Plan (including any amendments or revisions submitted either in response to any comments by the Board or because of design changes) except for such minor variations as may be typical to avoid

violation of applicable laws and regulations and which do not adversely affect the quality of Operator's Cable System.

(d) City acknowledges that it may be furnished with, receive or otherwise have access to information of or concerning Operator, which Operator considers to be confidential, proprietary, a trade secret, or otherwise restricted. Such information furnished or made available, directly or indirectly by Operator shall be marked confidential and filed separately in a sealed envelope marked "confidential." Operator can not designate information as "confidential" after providing it to City. After Operator designates information as confidential, City will observe the following procedures:

- (1) City shall use no less than a reasonable degree of care to prevent disclosing such information to third parties; provided, however, that City may disclose such information to persons or entities performing services for City related to this Agreement:
 - (A) where use of such person or entity is authorized under this Agreement;
 - (B) such disclosure is necessary for the person or entity to perform services for City; and
 - (C) the Person or Entity agrees in writing to assume the obligations of this subsection (d).
- (2) If City does not otherwise have a right under this Agreement or under Indiana law to retain possession of information submitted as confidential by Operator upon expiration or termination of this Agreement, then, as requested by Operator, City shall return or destroy all materials in any medium that contains, refers to, or relates to such information and not retain copies.
- (3) City shall take reasonable steps to insure that its employees comply with these provisions.
- (4) If City receives a request for information submitted as confidential by Operator, City will notify Operator of the request and will treat the information as public unless Operator agrees to defend and indemnify City from any and all losses, liabilities, claims, judgments, liens, including costs and expenses, arising out of or resulting from City's denial of a request for the information under Indiana's public information and public records law.
- (5) In the event of any disclosure or loss of, or inability to account for, any information submitted as confidential, City shall promptly notify Operator upon becoming aware thereof.

(e) Operator shall promptly advise the Board of completion of construction as specified in the System Design Plan, and furnish the Board with an affidavit of completion by Operator's officer responsible for such construction that Operator's Cable System substantially complies with the System Design Plan. If the Board has reasonable basis to believe that Operator's Cable System does not operate in accordance with Operator's System Design Plan, the Code, and all applicable technical standards, the Board may commission an independent engineering study to determine compliance. Copies of such engineering report shall be provided to Board and to Operator and shall specify those items, if any, which do not meet applicable requirements. If the report establishes substantial non-compliance, Operator shall reimburse City for the reasonable costs of such engineering study.

Section 8.02. System Construction Schedule.

Subject to any extensions granted by Board, Operator shall complete construction of Operator's Cable System described in its System Design Plan and Construction Schedule submitted to the Board within five (5) years of the Effective Date.

Section 8.03. Security Fund.

In accordance with Sec. 851-602 of the Code, Operator shall obtain and deposit as a security fund instruments in the aggregate amount of Two Hundred Fifty Thousand Dollars.

Section 8.04. Inspections During Construction.

City may conduct inspections of construction areas and Subscriber installations, including an assessment of Operator's compliance with construction standards in this Agreement, the Code, and Operator's System Design Plan. City shall notify Operator in writing of any violations found during the course of any such inspection. Operator shall bring violations into compliance within thirty (30) days of the date notice of the violation is given, unless corrective action cannot be completed within thirty (30) days with the exercise of all due speed and diligence, in which case Operator shall have a reasonable extension of time within which to correct the violation. Operator must submit a response in writing to City describing the steps taken to bring

itself into compliance. Inspection does not relieve Operator of its obligations to build Operator's Cable System in the Applicable Franchise Territory in compliance with the provisions of this Agreement.

ARTICLE NINE. REMEDIES, DEFAULT, BREACH, TERMINATION OR EXPIRATION

Section 9.01. Election of Contractual Remedies.

(a) The rights, obligations, duties, liabilities and remedies provided in this Agreement are contractual in nature and in addition to any remedies generally available at law or in equity for enforcement or breach of contracts.

(b) City reserves any and all rights or remedies available in law or at equity to enforce the provisions of this Agreement, except as expressly provided for in this Agreement or as necessary to avoid duplicative recovery or relief from or payments by Operator or as may be required by applicable law.

(c) City may exercise its rights simultaneously or serially, at City's sole option. City's delay or inaction in pursuing its remedies as set forth in this Agreement shall not operate as a waiver of any other of City's rights or remedies.

Section 9.02. Notice of Breach and Demand for Performance.

It is agreed between the parties that no claim can be made for breach of this Agreement unless written notice of the breach, and demand for performance, is made to the other party. Notice of breach under this provision must specify the details of the claimed breach. Demand for performance under this provision must specify the details specific to the demanded performance.

Section 9.03. Forfeiture and Termination.

(a) In addition to all other rights and powers retained by City under this Agreement or otherwise, City reserves the right to forfeit and terminate the Franchise and all rights and privileges under this Agreement in the event of a substantial breach of its terms and conditions, which shall include the following:

- (1) Violation of any material provision of the Franchise or any material rule, order, regulation, or determination of City made pursuant to the Franchise;
- (2) A judicial determination that Operator has practiced any fraud upon its Subscribers or upon the government of City;
- (3) Failure to complete construction of Operator's Cable System within five (5) years of the Effective Date, or within such extended period as provided by Section 8.02;
- (4) Failure to provide the services promised in this Agreement;

(b) City may make a written demand that Operator comply with any such provision, rule, order, or determination under or pursuant to this Agreement. If the violation by Operator continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, City may consider the issue of terminating the Cable System Franchise, provided that City shall cause to be served upon Operator, at least ten (10) days prior to the date City is to consider the issue of termination, a written notice of intent to request termination and the time and place of the meeting. Public notice pursuant to IC 5-3-1 shall be given of the meeting and the issue that City is to consider.

(c) Council or its duly-designated representative shall hear and consider the issue and shall hear any person interested in the matter. Council shall determine in its discretion whether or not any violation by Operator has occurred.

(d) If Council shall determine the violation by Operator was the fault of Operator and within its control, Council may, by resolution, declare that Operator's Franchise shall be forfeited and terminated unless there is compliance within such period as Council may fix, the period being not less than thirty (30) days, provided that no opportunity for compliance need be granted for fraud or misrepresentation.

(e) The issue of forfeiture and termination shall automatically be placed upon Council's agenda at the expiration of the time set for it for compliance. Council then may terminate the Franchise promptly upon finding that Operator has failed to achieve compliance or may further extend the period at its discretion.

Section 9.04. City's Right to Purchase System.

(a) Upon expiration of the term of the Franchise and denial of any renewal of the Franchise, or upon any other termination of the Franchise, as provided for in this Agreement or by law, City, at its election, shall have the option to purchase Operator's Cable System, provided that Operator is the only Entity providing Cable Services within the City at that time. Upon the occurrence of such event, City shall notify Operator of City's election within sixty (60) days.

(b) If the option is exercised upon denial of a renewal Franchise, the option price shall be the fair market value of Operator's Cable System, valued as a going concern, but with no value allocated to the Franchise itself.

(c) If the option is exercised under any circumstance except that specified in subsection (b), the option price shall be an equitable price.

(d) The option price specified in subsection (b) or (c) shall be determined by three appraisers with experience in valuing Cable Systems. One shall be appointed by City within thirty (30) days of notice of the exercise of the option; one shall be appointed by Operator within thirty (30) days of City's appointment; and the two so appointed shall appoint a third within thirty (30) days of the appointment by Operator. The appraisers shall report this value within sixty (60) days of the appointment of the third appraiser. If the three appraisers are unable to agree upon a price, the price shall be the average of the three appraisals; provided that if any appraisal is more than twenty percent (20%) higher or lower than the next closest appraisal, such appraisal shall be disregarded and the price shall be the average of the other two.

(e) Within sixty (60) days after receipt of the final appraisal, City shall notify Operator of its decision to exercise this option. If City does not exercise its option, City shall reimburse Operator for its appraisal costs.

Section 9.05. Impossibility of Performance.

Operator shall not be deemed in default or noncompliance with the provisions of this Agreement where performance is delayed or rendered impossible by war or riots, civil disturbance, loss of utility service or facilities, judicial or governmental order, hurricanes, tornadoes, wind, floods or other natural catastrophes or other events beyond Operator's control, and this Agreement shall not be revoked or Operator penalized for such noncompliance, provided Operator takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible with this Agreement under the circumstances without endangering the health, safety and integrity of the public, public streets, public property or private property.

Section 9.06. Indemnification.

(a) If either City or Operator is made a party to any claim or legal proceeding arising out of or resulting from the acts or omissions of a third party with whom City or Operator has contracted to perform any obligation of such party under this Agreement, then the party contracting with such third party shall indemnify and hold harmless the other party for all expenses and costs, including attorneys fees and other out-of-pocket expenses, involved in defending such claim or legal proceeding.

(b) In order for a party to assert its rights to be indemnified, defended, and held harmless under subsection (a), the party seeking indemnification shall:

- (1) timely notify the indemnifying party of any claim or legal proceeding which gives rise to such claim,
- (2) afford the indemnifying party the opportunity to participate in any compromise, settlement, or other resolution or disposition of such claim or proceeding and to fully control the financial terms of any payments to be made in such final disposition, and
- (3) fully cooperate with the reasonable requests of the indemnifying party in its defense and disposition of such claim or proceeding.

Operator and City shall act reasonably under all circumstances so as to mutually refrain from compromising the rights of each other. The party entitled to indemnification under this section shall inform the indemnifying party of any offers to compromise, settle or otherwise resolve or dispose of the claim or proceeding. If the indemnifying party is willing to accept such offer and make all payments required by its terms, but the party entitled to indemnification refuses to agree to such offer, the

obligation of the indemnifying party for indemnification shall be limited to the amount which would have been due if the offer had been accepted.

ARTICLE TEN. GENERAL FRANCHISE PROVISIONS

Section 10.01. Conflict of Interest.

Operator certifies and warrants to City that as of the Effective Date (i) neither Operator nor any of its agents, representatives or employees who will participate in the performance of this Agreement has, or to its knowledge will have, any conflict of interest, direct or indirect, with City; and (ii) no City official or employee having official responsibility for the process by which this Agreement was negotiated or awarded (A) presently has any financial or ownership interest in Operator or any Affiliate thereof and there are no existing agreement or understandings of any kind with respect to any such financial or ownership interest; and (B) will receive or is intended to receive an ascertainable increase in their income or net worth as a result of this Agreement.

Section 10.02. Non-Discrimination.

Operator represents and warrants that Operator shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges or employment, or any other matter directly or indirectly related to employment, because of race, sex, religion, color, national origin, ancestry, age, handicapped, disabled veteran status, and Vietnam-era veteran status.

Section 10.03. Titles and Headings for Convenience Only.

The titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 10.04. Integration.

This Agreement and any additional or supplementary exhibits or schedules incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties thereto.

Section 10.05. Coordination of Provisions with Chapter 851 of the Code.

(a) This Agreement is entered into pursuant to the powers and limitations set forth in Chapter 851 of the Code.

(b) Whenever any provision of the Code is incorporated in this Agreement by specific reference to the Code provision, the remedies for enforcement of such provision shall be the contractual remedies under this Agreement.

(c) Whenever a contractual provision of this Agreement conflicts with requirements of the Code, the provisions in this Agreement shall control.

(d) Whenever Operator's actions, or failure to act, are subject both to remedies under this Agreement and penalties for violation of the Code, City may elect to proceed under this Agreement or under the Code. If City elects to proceed under the Code, City may not pursue separate remedies under this Agreement for the same acts or omissions.

Section 10.06. Reservation of Powers.

(a) All rights and privileges granted by this Agreement are subject to City's powers under applicable laws, ordinances and regulations:

- (1) to regulate Operator and the construction, operation, or maintenance of Operator's Cable System;
- (2) to adopt and enforce additional regulations to manage the Public Rights-of-Way;
- (3) to adopt and enforce applicable zoning, building, permitting and safety codes;
- (4) to adopt ordinances and regulations relating to equal employment opportunities;

(5) to adopt and enforce laws, ordinances and regulations including cable television consumer protection laws and service standards pursuant to the Act; and

(6) to amend Chapter 851 or similar provisions of the Code.

(b) City expressly reserves its authority under the Act to require fair and reasonable compensation from telecommunication providers, on a competitively neutral and non-discriminating basis, for use of Public Rights-of-Way, by adopting ordinances which publicly disclose the required compensation.

(c) City reserves the right to grant one or more additional Franchises and pursuant to the Act, to renew or renegotiate Franchises issued before the Effective Date.

(1) If any such Franchise, in the opinion of Operator, contains terms or conditions more favorable or less burdensome to the Operator than those contained herein with respect to the following requirements:

(A) Franchise fees;

(B) Insurance, performance bonds and similar instruments;

(C) Public, educational, and governmental access channels and support;

(D) Customer service requirements;

(E) Reports and related record keeping;

(F) Liquidated damages and other sanctions; and

(G) Universal service;

Operator shall give notice to City of such terms or conditions Operator believes to be more favorable or less burdensome.

(2) If such new Franchise is a renewal of a Franchise which was initially granted before the Effective Date, City agrees, upon request by Operator, to initiate a process with respect to Operator's Franchise under which Operator shall have all rights that the Act grants an operator applying for a renewal of a Franchise.

(3) If such new Franchise is an additional Franchise, City agrees to modify this Agreement to include such terms if Operator agrees also to include any terms which City deems more favorable to City or more burdensome to Operator.

Section 10.07. Changes in Law.

(a) In the event that any federal or state law, rule or regulation adopted after the Effective Date preempts a provision or limits the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of City.

Section 10.08. Transfers of Franchises.

(a) Notwithstanding anything to the contrary in the Code, no such prior consent of City shall be required for any transfer or assignment of this Agreement to any entity controlled by Digital Access Corporation of Indiana, Inc.; provided, however, (i) Operator shall give prior written notice to City of any such transfer or assignment and (ii) the transferee or assignee shall file with City its written acceptance of this Agreement within thirty (30) days of the transfer or assignment.

(b) Notwithstanding anything to the contrary in the Code, no prior approval of City shall be required for any changes in the ownership of Operator provided Digital Access Corporation of Indiana, Inc. continues to own or control a majority interest. However, Operator shall promptly notify City of any changes in ownership of Operator whereby any person or entity acquires more than a twenty percent (20%) voting interest in Operator.

(c) For the purposes of this Section 10.08, the term "control" (including "controlled by") means the power or authority to direct the management or operations of the entity.

Section 10.09. Amendment of Agreement.

All amendments to this Agreement shall be in writing and approved by both Council and a duly authorized officer of Operator. Amendments are subject to the provisions of Chapters 285 and 851 of the Code.

Section 10.10. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Indiana.

Section 10.11. Notice.

Unless otherwise expressed herein, notice as required under this Agreement shall be deemed delivered when (i) mailed by first class registered mail, postage prepaid; or (ii) delivered by national courier service to the address delivered below. Each party may change its designee by providing written notice to the other party, but each party may only designate one entity to receive notice.

- (a) Notice to Operator shall be sent to:

Digital Access Corporation of Indiana, Inc.
c/o Digital Access, Inc.
Three Bala Plaza East, Suite 605
Bala Cynwyd, Pennsylvania 19004-3481

with a copy to:

General Counsel
Digital Access, Inc.
Three Bala Plaza East, Suite 605
Bala Cynwyd, Pennsylvania 19004-3481

- (b) Notice to City shall be sent to:

Mayor
Consolidated City of Indianapolis
2501 City-County Building
200 East Washington Street
Indianapolis, Indiana 46204

with a copy to:

Corporation Counsel
Consolidated City of Indianapolis
1601 City-County Building
200 East Washington Street
Indianapolis, Indiana 46204

Corporation Counsel
Consolidated City of Indianapolis
1601 City-County Building
200 East Washington Street
Indianapolis, Indiana 46204

Section 10.12. Effective Date.

This Agreement and the Franchise shall be in effect from and after the date of this Agreement, which shall be the date the last of the required signatures is affixed.

August 28, 2000

IN WITNESS WHEREOF, the parties have caused this Franchise Agreement to be executed by their duly authorized officers as of the date first written above.

CONSOLIDATED CITY OF
INDIANAPOLIS, INDIANA:

DIGITAL ACCESS CORPORATION OF
INDIANA, INC.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

**APPROVED BY THE MAYOR OF
THE CONSOLIDATED CITY
OF INDIANAPOLIS:**

By: _____
Bart Peterson

Date: _____

**APPROVED AS TO LEGAL FORM:
CORPORATION COUNSEL**

By: _____

Date: _____

**Public Service Drops
(Attachment 3.05)**

FIRST	LAST	NO	STREET	CITY	ZIP	DESCRIPTION
PERRY	FIRE DEPT	1114	THOMPSON RD	INDIANAPOLIS	46227	Fire Stations
WAYNE	FIRE DEPT	4302	BRADBURY AVE	INDIANAPOLIS	46241	Fire Stations
WARREN	FIRE DEPT	750	10 TH STREET	INDIANAPOLIS	46239	Fire Stations
WARREN	FIRE DEPT	1302	FRANKLIN RD	INDIANAPOLIS	46239	Fire Stations
WASHINGTON	FIRE DEPT	2508	71 ST ST	INDIANAPOLIS	46230	Fire Stations
WANAMAKER	FIRE DEPT	8614	SOUTHEASTERN AV	INDIANAPOLIS	46239	Fire Stations
STATION	FIRE DEPT	1450	LYNHURST DR	INDIANAPOLIS	46224	Fire Stations
STATION	FIRE DEPT	5639	25 TH ST	INDIANAPOLIS	46224	Fire Stations
PIKE	FIRE DEPT	5355	LAFAYETTE RD	INDIANAPOLIS	46254	Fire Stations
PERRY	FIRE DEPT	7447	MERIDIAN ST	INDIANAPOLIS	46217	Fire Stations
WASHINGTON	FIRE DEPT	1595	86 TH ST	INDIANAPOLIS	46240	Fire Stations
PERRY	FIRE DEPT	1108	THOMPSON RD	INDIANAPOLIS	46227	Fire Stations
WAYNE	FIRE DEPT	7606	10 TH ST	INDIANAPOLIS	46214	Fire Stations
PIKE	FIRE DEPT	7931	TRADERS LN	INDIANAPOLIS	46278	Fire Stations
WASHINGTON	FIRE DEPT	1589	86 TH ST	INDIANAPOLIS	46240	Fire Stations
WARREN	FIRE DEPT	7403	30 TH ST	INDIANAPOLIS	46219	Fire Stations
WASHINGTON	FIRE DEPT	4045	56 TH ST	INDIANAPOLIS	46220	Fire Stations
WAYNE	FIRE DEPT	700	HIGH SCHOOL RD	INDIANAPOLIS	46214	Fire Stations
PIKE	FIRE DEPT	4861	71 ST ST	INDIANAPOLIS	46268	Fire Stations
WAYNE	FIRE DEPT	7301	MORRIS ST	INDIANAPOLIS	46231	Fire Stations
LAWRENCE	FIRE DEPT	7620	OAKLANDON RD	INDIANAPOLIS	46236	Fire Stations
WARREN	FIRE DEPT	7602	10 TH ST	INDIANAPOLIS	46219	Fire Stations
WASHINGTON	FIRE DEPT	2151	KESSLER BL W DR	INDIANAPOLIS	46228	Fire Stations
WARREN	FIRE DEPT	601	30 TH ST	INDIANAPOLIS	46229	Fire Stations
WASHINGTON	FIRE DEPT	8404	DITCH RD	INDIANAPOLIS	46260	Fire Stations
PERRY	FIRE STATION	1350	THOMPSON RD	INDIANAPOLIS	46217	Fire Stations
PIKE TWN	FIRE STATION	4881	71 ST ST	INDIANAPOLIS	46268	Fire Stations
WAYNE	FIRE DEPT	5401	WASHINGTON ST	INDIANAPOLIS	46241	Fire Stations
FIRE STATION	FIRE DEPT	190	86 TH ST	INDIANAPOLIS	46256	Fire Stations
LAWRENCE	ADMIN	6260	86 TH ST	INDIANAPOLIS	46250	Fire Stations
FIRE DPT	BROWN TOWNSHIP	471	OLD STATE RD 67	MOORESVILLE	46158	Fire Stations
ACTON	FIRE DEPT	1224	HOUSE ST	INDIANAPOLIS	46259	Fire Stations
BEECH	FIRE DEPT	330	CHURCHMAN AVE	BEECH GROVE	46107	Fire Stations
BEECH	FIRE DEPT	1202	ALBANY ST	BEECH GROVE	46107	Fire Stations
BROWN	FIRE DEPT	53	INDIANAPOLIS RD	MOORESVILLE	46158	Fire Stations
WAYNE TS	FIRE DEPT	7981	CRAWFORDSVILLE	INDIANAPOLIS	46214	Fire Stations
CASTLETON	FIRE DEPT	7139	75 TH ST	INDIANAPOLIS	46256	Fire Stations

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FIRST	LAST	NO	STREET	CITY	ZIP	DESCRIPTION
DECATUR	FIRE DEPT	7202	PEARL ST	WEST NEWTON	46183	Fire Stations
DECATUR	FIRE DEPT	6717	RATLIFF RD	CAMBY	46113	Fire Stations
DECATUR	FIRE DEPT	5410	HIGH SCHOOL RD	INDIANAPOLIS	46221	Fire Stations
PIKE	FIRE DEPT	4009	86 TH ST	INDIANAPOLIS	46228	Fire Stations
FORT	FIRE DEPT	8999	YENT AVE	INDIANAPOLIS	46216	Fire Stations
FRANKLIN	FIRE DEPT	8845	SOUTHEASTERN AV	INDIANAPOLIS	46239	Fire Stations
FRANKLIN	FIRE DEPT	6231	ARLINGTON AVE	INDIANAPOLIS	46237	Fire Stations
LAWRENCE	FIRE DEPT	6477	OAKLANDON RD	INDIANAPOLIS	46236	Fire Stations
LAWRENCE	FIRE DEPT	4450	MCCOY ST	INDIANAPOLIS	46226	Fire Stations
FRANKLIN	HIGH SCHOOL	6215	FRANKLIN RD	INDIANAPOLIS	46259	Fire Stations
PIKE	FIRE DEPT	7221	46 TH ST	INDIANAPOLIS	46254	Fire Stations
DECATUR	FIRE DEPT	3750	FOLTZ ST	INDIANAPOLIS	46221	Fire Stations
	FIRE STA #3	1136	PROSPECT ST	INDIANAPOLIS		Fire Stations
	FIRE STA #5	155	W 16 TH ST	INDIANAPOLIS		Fire Stations
	FIRE STA #7	555	N NEW JERSEY	INDIANAPOLIS		Fire Stations
	FIRE STA #10	3809	E 34 TH ST	INDIANAPOLIS		Fire Stations
	FIRE STA #11	1715	E WASHINGTON	INDIANAPOLIS		Fire Stations
	FIRE STA #12	339	N SHERMAN	INDIANAPOLIS		Fire Stations
	FIRE STA #13	429	W OHIO	INDIANAPOLIS		Fire Station
	FIRE STA #14	2960	N KENWOOD	INDIANAPOLIS		Fire Station
	FIRE STA #15	3502	PROSPECT	INDIANAPOLIS		Fire Station
	FIRE STA #19	1003	S. WHITERIVER	INDIANAPOLIS		Fire Station
	FIRE STA #21	3460	E GLENN DR	INDIANAPOLIS		Fire Station
	FIRE STA #22	3019	MARTINDALE	INDIANAPOLIS		Fire Station
	FIRE STA #23	975	BURDSAL PKWY	INDIANAPOLIS		Fire Station
	FIRE STA #27	2918	E 10 TH ST	INDIANAPOLIS		Fire Station
	FIRE STA #28	512	E 38 TH ST	INDIANAPOLIS		Fire Station
	FIRE STA #29	602	E PLEASANT RUN	INDIANAPOLIS		Fire Station
	FIRE STA #34	3262	N FRANKLIN ROAD	INDIANAPOLIS		Fire Station
	FIRE STA #20	1452	N EMERSON	INDIANAPOLIS		Fire Station
	FIRE STA #25	17	S SHERIDAN AVE	INDIANAPOLIS		Fire Station
	FIRE STA #16	5555	N ILLINOIS	INDIANAPOLIS		Fire Station
	FIRE STA #32	6330	N GUILFORD	INDIANAPOLIS		Fire Station
	FIRE STA #31	1201	E 46 TH ST	INDIANAPOLIS		Fire Station
	FIRE STA #26	1080	E HANNA	INDIANAPOLIS		Fire Station
	FIRE STA #30	2440	N TIBBS	INDIANAPOLIS		Fire Station
	FIRE STA #33	3430	N MOLLER ROAD	INDIANAPOLIS		Fire Station
	FIRE STA #18		WARMAN WASHINGTON &	INDIANAPOLIS		Fire Station
	FIRE STA #2	4120	N MITTHOFFER	INDIANAPOLIS		Fire Station
	FIRE STA #24	5520	E 38 TH ST	INDIANAPOLIS		Fire Station
	FIRE STA #1	1903	W 10 TH ST	INDIANAPOLIS		Fire Station
	SUPPORT SERVICES	2400	S BELMONT	INDIANAPOLIS		Fire Station
WARREN	ASSESSOR	501	POST RD	INDIANAPOLIS	46219	Government Bldgs
LAWRENCE	ADMIN	7601	56 TH ST	INDIANAPOLIS	46226	Government Bldgs
PIKE	ADMIN	5665	LAFAYETTE RD	INDIANAPOLIS	46254	Government Bldgs
PIKE	ADMIN	6901	ZIONSVILLE RD	INDIANAPOLIS	46268	Government Bldgs
WASHINGTON	ADMIN	3801	79 TH ST	INDIANAPOLIS	46240	Government Bldgs
WAYNE	ADMIN BLDG	1220	HIGH SCHOOL RD	INDIANAPOLIS	46241	Government Bldgs
PERRY	ASSESSOR	4925	SHELBY ST	INDIANAPOLIS	46227	Government Bldgs
PERRY	ADMIN	1130	EPLER AVE	INDIANAPOLIS	46227	Government Bldgs
LAWRENCE	ASSESSOR OFC	4981	FRANKLIN RD	INDIANAPOLIS	46226	Government Bldgs
WASHINGTON	MAINTENANCE	1549	85 TH ST	INDIANAPOLIS	46240	Government Bldgs
WAYNE	TWSP ACCES OF	351	TRANSFER DR	INDIANAPOLIS	46214	Government Bldgs
WARREN	ADMIN	9301	18 TH ST	INDIANAPOLIS	46229	Government Bldgs
LAWRENCE	TRUSTEE	4981	FRANKLIN RD	INDIANAPOLIS	46226	Government Bldgs
CITY	LAWRENCE	8950	OTIS AVE	INDIANAPOLIS	46216	Government Bldgs
SPEEDWAY	TOWN HALL	1450	LYNHURST DR	INDIANAPOLIS	46224	Government Bldgs
FRANKLIN	ADMIN	6141	FRANKLIN RD	INDIANAPOLIS	46259	Government Bldgs
PERRY	TOWNSHIP TECH	5401	SHELBY ST	INDIANAPOLIS	46227	Government Bldgs
SPEEDWAY	POLICE DEPT	1410	LYNHURST DR	INDIANAPOLIS	46224	Police
INDIANA	POLICE	8500	21 ST ST	INDIANAPOLIS	46219	Police
EGL CRK	PISTOL/ARCHRY	5820	HIGH SCHOOL RD	INDIANAPOLIS	46254	Police
HOMECROFT	POLICE DEPT	4820	MADISON AVE	INDIANAPOLIS	46227	Police
HOME	POLICE DEPT	5635	MADISON AVE	INDIANAPOLIS	46227	Police

FIRST	LAST	NO	STREET	CITY	ZIP	DESCRIPTION
	POLICE CALL	ROLL 551	N. KING AVE	INDIANAPOLIS		Police
	POLICE CALL	ROLL 1147	S. MADISON AVE	INDIANAPOLIS		Police
	POLICE CALL	ROLL 3120	E. 30 TH ST	INDIANAPOLIS		Police
	POLICE CALL	ROLL 4209	N. COLLEGE AVE	INDIANAPOLIS		Police
	POLICE CALL	ROLL 47	S. STATE ST	INDIANAPOLIS		Police
HOLIDAY	PARK & REC	6400	SPRING MILL RD	INDIANAPOLIS	46260	Public Buildings
KRANNERT	FAMILY CENTER	605	HIGH SCHOOL RD	INDIANAPOLIS	46241	Public Buildings
CHARNEY	PARK	4902	CHARNEY AVE	INDIANAPOLIS	46226	Public Buildings
INDY	ISLAND	8300	RAYMOND ST	INDIANAPOLIS	46239	Public Buildings
LITTLE	CENTRAL	9802	LITTLE LEAGUE D	INDIANAPOLIS	46235	Public Buildings
	BETHEL	1634	GOLAY ST	INDIANAPOLIS		Public Buildings
	BROOKSIDE	3500	BROOKSIDE AVE	INDIANAPOLIS		Public Buildings
	CHRISTIAN	4125	ENGLISH AVE	INDIANAPOLIS		Public Buildings
	DOUGLAS	1600	E. 25 ST	INDIANAPOLIS		Public Buildings
	GARFIELD	7450	S. SHELBY	INDIANAPOLIS		Public Buildings
	JTY HILL	1806	COLUMBIA AVE	INDIANAPOLIS		Public Buildings
	HOLIDAY	6349	SPRINGMILL RD	INDIANAPOLIS		Public Buildings
	MILLER	1855	MILLER ST	INDIANAPOLIS		Public Buildings
	MUNICIPAL GARDEN	1831	LAFAYETTE RD	INDIANAPOLIS		Public Buildings
	NORTHEAST	3306	E. 30 TH ST	INDIANAPOLIS		Public Buildings
	PRIDE	1129	VANDEMANN	INDIANAPOLIS		Public Buildings
	SANDORF	2020	DAWSON	INDIANAPOLIS		Public Buildings
	SCHOOL 112	3200	E. RAYMOND	INDIANAPOLIS		Public Buildings
	SOUTHSIDE	1941	E. HANNA AVE	INDIANAPOLIS		Public Buildings
	WATKINS	2360	NORTHWESTERN	INDIANAPOLIS		Public Buildings
	WINDSOR	2501	N. KENYON	INDIANAPOLIS		Public Buildings
	WOODRUFF	735	WOODRUFF PL E. DR	INDIANAPOLIS		Public Buildings
GLENNS	ELEMENTARY	8239	MORGANTOWN RD	INDIANAPOLIS	46217	School
FOX	ELEMENTARY	802	FOX HILL DR	INDIANAPOLIS	46228	School
FOREST	ELEMENTARY	6333	LEE RD	INDIANAPOLIS	46236	School
EAGLE	ELEMENTARY	6905	46 TH ST	INDIANAPOLIS	46254	School
GRASSY	ELEMENTARY	330	PROSPECT ST	INDIANAPOLIS	46239	School
EASTBROOK	ELEMENTARY	7839	NEW AUGUSTA RD	INDIANAPOLIS	46268	School
GUION	ELEMENTARY	4301	52 ND ST	INDIANAPOLIS	46254	School
DECATUR	ELEMENTARY	3935	MOORESVILLE RD	INDIANAPOLIS	46221	School
MOOREHEAD	ELEMENTARY	8400	10 TH ST	INDIANAPOLIS	46219	School
INFLES	ELEMENTARY	2910	62 ND ST	INDIANAPOLIS	46220	School
CLINTON	ELEMENTARY	5740	MCFARLAND RD	INDIANAPOLIS	46227	School
COLLEGE	ELEMENTARY	2811	BARNARD ST	INDIANAPOLIS	46268	School
EASTRIDGE	ELEMENTARY	930	10 TH ST	INDIANAPOLIS	46229	School
LYNWOOD	ELEMENTARY	4640	SANTE FE DR	INDIANAPOLIS	46241	School
HAWTHORNE	ELEMENTARY	8301	RAWLES AVE	INDIANAPOLIS	46219	School
HARRISON	ELEMENTARY	7540	53 RD ST	INDIANAPOLIS	46226	School
HEATHER	ELEMENTARY	500	21 ST ST	INDIANAPOLIS	46229	School
INDIAN	ELEMENTARY	833	56 TH ST	INDIANAPOLIS	46235	School
JOHN	ELEMENTARY	3660	62 ND ST	INDIANAPOLIS	46220	School
GREENBRI	ELEMENTARY	8201	DITCH RD	INDIANAPOLIS	46260	School
HOMECROFT	ELEMENTARY	1551	SOUTHVIEW DR	INDIANAPOLIS	46227	School
BROOK	ELEMENTARY	5259	DAVID ST	INDIANAPOLIS	46226	School
CHAPEL	ELEMENTARY	701	LANSDOWNE RD	INDIANAPOLIS	46234	School
LOWEWLL	ELEMENTARY	2150	HUNTER RD	INDIANAPOLIS	46239	School
LAKEISIDE	ELEMENTARY	9601	21 ST ST	INDIANAPOLIS	46229	School
GARDEN	ELEMENTARY	4901	ROCKVILLE RD	INDIANAPOLIS	46224	School
HILLTOP	ELEMENTARY	1915	86 TH ST	INDIANAPOLIS	46240	School
WALKER	CENTER	9651	21 ST ST	INDIANAPOLIS	46229	School
WAYNE	SCHOOLS	5248	RAYMOND ST	INDIANAPOLIS	46241	School
MCKENZIE	CAREER CENTER	7250	75 TH ST	INDIANAPOLIS	46256	School
J	CAREER CTR	1901	86 TH ST	INDIANAPOLIS	46240	School
MCLELLA	ELEMENTARY	6740	MORRIS ST	INDIANAPOLIS	46241	School
STOUT	ELEMENTARY	3820	BRADBURY AVE	INDIANAPOLIS	46241	School
ACTON	ELEMENTARY	8010	ACTON RD	INDIANAPOLIS	46259	School
ST MARY	ELEMENTARY	549	EDGEWOOD AVE	INDIANAPOLIS	46227	School
HARCOURT	ELEM SCHOOL	7535	HARCOURT RD	INDIANAPOLIS	46260	School
DOUGLAS	ELEM	454	STOP 11 RD	INDIANAPOLIS	46227	School
ABRAHAM	ELEM	5241	BREHOB RD	INDIANAPOLIS	46217	School
HOLY	DAY CARE	7241	10 TH ST	INDIANAPOLIS	46219	School
RISE	CENTER	5391	SHELBY ST	INDIANAPOLIS	46227	School
ARTHUR	ELEMENTARY	1849	WHITCOMB AVE	INDIANAPOLIS	46224	School
CENTRAL	ELEMENTARY	6801	ZIONSVILLE RD	INDIANAPOLIS	46268	School
CRESTVIEW	ELEMENTARY	7600	71 ST ST	INDIANAPOLIS	46256	School
BUNKER	ELEMENTARY	6620	SHELBYVILLE RD	INDIANAPOLIS	46237	School
BURKHART	ELEMENTARY	5701	BRILL ST	INDIANAPOLIS	46227	School
ALLISONVILLE	ELEMENTARY	5240	22 ND ST	INDIANAPOLIS	46224	School
AMY	ELEMENTARY	1650	FOX RD	INDIANAPOLIS	46236	School
ADAMS	ELEMENTARY	7341	STOP 11 RD	INDIANAPOLIS	46259	School
ALLISONVILLE	ELEMENTARY	4920	79 TH ST	INDIANAPOLIS	46250	School

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FIRST	LAST	NO	STREET	CITY	ZIP	DESCRIPTION
ARLINGTON	ELEMENTARY	5814	ARLINGTON AVE	INDIANAPOLIS	46237	School
CROOKED	ELEMENTARY	2150	KESSLER BL W DR	INDIANAPOLIS	46228	School
BROOKVIE	ELEMENTARY	1401	MITTHOEFFER RD	INDIANAPOLIS	46239	School
FRANKLIN	MIDDLE SCHOOL	6019	FRANKLIN RD	INDIANAPOLIS	46259	School
ELIZA	HIGH SCHOOL	2596	GIRLS SCHOOL RD	INDIANAPOLIS	46214	School
DECATUR	HIGH SCHOOL	5251	KENTUCKY AVE	INDIANAPOLIS	46221	School
BEN	HIGH SCHOOL	1200	GIRLS SCHOOL RD	INDIANAPOLIS	46214	School
BRIDGEPORT	HIGH SCHOOL	8650	WASHINGTON ST	INDIANAPOLIS	46231	School
BREBEUF	HIGH SCHOOL	2801	86 th ST	INDIANAPOLIS	46268	School
FALL	MIDDLE SCHOOL	9701	63 rd ST	INDIANAPOLIS	46236	School
SANDERS	ELEMENTARY	4730	GADSDEN ST	INDIANAPOLIS	46241	School
LAWRENCE	HIGH SCHOOL	7802	HAGUE RD	INDIANAPOLIS	46256	School
GUION	MIDDLE SCHOOL	4401	52 nd ST	INDIANAPOLIS	46254	School
LINCOLN	MIDDLE SCHOOL	5555	71 st ST	INDIANAPOLIS	46268	School
MERIDIAN	MIDDLE SCHOOL	8040	MERIDIAN ST	INDIANAPOLIS	46217	School
NORTHVIEW	MIDDLE SCHOOL	8401	WESTFIELD RD	INDIANAPOLIS	46240	School
NEW	MIDDLE SCHOOL	6250	RODEBAUGH RD	INDIANAPOLIS	46268	School
PERRY	MIDDLE SCHOOL	202	MERIDIAN SCHOOL	INDIANAPOLIS	46217	School
RAYMOND	MIDDLE SCHOOL	8575	RAYMOND ST	INDIANAPOLIS	46239	School
STONYBROOK	MIDDLE SCHOOL	1300	STONY BRK DR	INDIANAPOLIS	46239	School
SOUTHPORT	MIDDLE SCHOOL	5715	KEYSTONE AVE	INDIANAPOLIS	46227	School
BELZER	MIDDLE SCHOOL	7500	56 th ST	INDIANAPOLIS	46226	School
WAYNE	JR HIGH	4901	GADSDEN ST	INDIANAPOLIS	46241	School
SPEEDWAY	JR HIGH	5151	14 th ST	INDIANAPOLIS	46224	School
FULTON	JR HIGH	7320	10 th ST	INDIANAPOLIS	46214	School
EASTWOOD	JR HIGH	4401	62 nd ST	INDIANAPOLIS	46220	School
DECATUR	JR HIGH	5108	HIGH SCHOOL RD	INDIANAPOLIS	46221	School
CRAIG	JR HIGH	6501	SUNNYSIDE RD	INDIANAPOLIS	46236	School
LUTHERN	HIGH SCHOOL	5555	ARLINGTON AVE	INDIANAPOLIS	46237	School
BEN	JR HIGH	1155	HIGH SCHOOL RD	INDIANAPOLIS	46241	School
LAWRENCE	HIGH SCHOOL	7300	56 th ST	INDIANAPOLIS	46226	School
WARREN	HIGH SCHOOL	9500	16 th ST	INDIANAPOLIS	46229	School
SPEEDWAY	HIGH SCHOOL	5357	23 rd ST	INDIANAPOLIS	46224	School
SOUTHPORT	HIGH SCHOOL	671	BANTA RD	INDIANAPOLIS	46227	School
RONCALLI	HIGH SCHOOL	3300	PRAGUE RD	INDIANAPOLIS	46227	School
PERRY	HIGH SCHOOL	401	MERIDIAN SCHOOL	INDIANAPOLIS	46217	School
PIKE	HIGH SCHOOL	6701	ZIONSVILLE RD	INDIANAPOLIS	46268	School
NORTH	HIGH SCHOOL	1801	86 th ST	INDIANAPOLIS	46240	School
HERITAGE	SCHOOL	6401	75 th ST	INDIANAPOLIS	46250	School
CRESTON	JR HIGH	925	PROSPECT ST	INDIANAPOLIS	46239	School
RHOADES	ELEMENTARY	502	AUBURN ST	INDIANAPOLIS	46241	School
WESTLANE	MIDDLE SCHOOL	1301	73 rd ST	INDIANAPOLIS	46260	School
WESTLAKE	ELEMENTARY	271	SIGSBEE ST	INDIANAPOLIS	46214	School
VALLEY	ELEMENTARY	5101	HIGH SCHOOL RD	INDIANAPOLIS	46221	School
SKILES	ELEMENTARY	7001	JOHNSON RD	INDIANAPOLIS	46220	School
SUNNY	ELEMENTARY	8931	30 th ST	INDIANAPOLIS	46219	School
SUNNY	ELEMENTARY	1149	STONY BRK DR	INDIANAPOLIS	46229	School
SUNNYSIDE	ELEMENTARY	6345	SUNNYSIDE RD	INDIANAPOLIS	46236	School
SOUTHPORT	ELEMENTARY	261	ANNISTON DR	INDIANAPOLIS	46227	School
WANAMAKER	ELEMENTARY	4150	BAZIL RD	INDIANAPOLIS	46239	School
ROBY	ELEMENTARY	8700	31 st ST	INDIANAPOLIS	46234	School
PLEASANT	ELEMENTARY	1850	FRANKLIN RD	INDIANAPOLIS	46219	School
OAKLANDON	ELEMENTARY	6702	OAKLANDON RD	INDIANAPOLIS	46236	School
NORTH	ELEMENTARY	6950	34 th ST	INDIANAPOLIS	46214	School
NEW	ELEMENTARY	6450	RODEBAUGH RD	INDIANAPOLIS	46268	School
NORA	ELEMENTARY	1000	91 st ST	INDIANAPOLIS	46240	School
MARY	ELEMENTARY	8502	82 nd ST	INDIANAPOLIS	46256	School
MARY	ELEMENTARY	4355	STOP 11 RD	INDIANAPOLIS	46237	School
SPRINGMILL	ELEMENTARY	8250	SPRING MILL RD	INDIANAPOLIS	46260	School
SAINT	SCHOOL	6131	MICHIGAN RD	INDIANAPOLIS	46228	School
MAPLEWOOD	ELEMENTARY	1652	DUNLAP AVE	INDIANAPOLIS	46241	School
INDIANA	SCHOOL	7725	COLLEGE AVE	INDIANAPOLIS	46240	School
NATIVITY	SCHOOL	3310	MEADOW DR	INDIANAPOLIS	46239	School
ORCHARD	SCHOOL	415	63 rd ST	INDIANAPOLIS	46260	School
PK TUDOR	SCHOOL	7200	COLLEGE AVE	INDIANAPOLIS	46240	School
SYCAMORE	SCHOOL	1750	64 th ST	INDIANAPOLIS	46260	School
SAINT	SCHOOL	5335	16 th ST	INDIANAPOLIS	46224	School
SAINT	SCHOOL	5353	MCFARLAND RD	INDIANAPOLIS	46227	School
SAINT	SCHOOL	5375	MCFARLAND RD	INDIANAPOLIS	46227	School
WHEELER	ELEMENTARY	5700	MEADOWOOD DR	INDIANAPOLIS	46224	School
SAINT	SCHOOL	7650	ILLINOIS ST	INDIANAPOLIS	46260	School

August 28, 2000

FIRST	LAST	NO	STREET	CITY	ZIP	DESCRIPTION
91	SCHOOL	6049	91 ST ST	INDIANAPOLIS	46250	School
SAINT	SCHOOL	4100	56 TH ST	INDIANAPOLIS	46220	School
SAINT	SCHOOL	541	EDGEWOOD AVE	INDIANAPOLIS	46227	School
SAINT	SCHOOL	3603	MERIDIAN ST	INDIANAPOLIS	46217	School
ST	SCHOOL	8155	OAKLANDON RD	INDIANAPOLIS	46236	School
PERRY	SCHOOLS	1319	EDGEWOOD AVE	INDIANAPOLIS	46217	School
WARREN	SCHOOLS	9246	16 TH ST	INDIANAPOLIS	46229	School
WINCHESTER	ELEMENTARY	1900	STOP 12 RD	INDIANAPOLIS	46227	School
SAINT	SCHOOL	6950	46 TH ST	INDIANAPOLIS	46226	School
	ARLINGTON	4825	N. ARLINGTON	INDIANAPOLIS		School
	TECH	1500	E. MICHIGAN	INDIANAPOLIS		School
	BROAD RIPPLE HS	1115	BROAD RIPPLE AVE	INDIANAPOLIS		School
	CRISPUS ATTUCKS	1140	NORTHWESTERN AVE	INDIANAPOLIS		School
	EMMERICH	2405	MADISON AVE	INDIANAPOLIS		School
	GEORGE WASHINGTON	2215	W. WASHINGTON	INDIANAPOLIS		School
	HARRY WOOD	501	S. MERIDIAN	INDIANAPOLIS		School
	JOHN MARSHALL	10101	E. 38 TH	INDIANAPOLIS		School
	NORTH WEST	5525	W. 34 TH	INDIANAPOLIS		School
	SHORTRIDGE	3401	N. MERIDIAN	INDIANAPOLIS		School
	HOWE	4900	JULIAN AVE	INDIANAPOLIS		School
	SCHOOL ADMIN	120	E. WALNUT	INDIANAPOLIS		School
	CHILDREN'S MUSEUM		30 TH & MERIDIAN	INDIANAPOLIS		Misc. User
	IUPUI		W. MICHIAN	INDIANAPOLIS		Misc. User
	CITY/COUNTY		E. MARKET	INDIANAPOLIS		Misc. User
	STATE FAIRGROUND		38 TH & FALL CREEK	INDIANAPOLIS		Misc. User
	CERT			INDIANAPOLIS		Misc. User
	WASTER WATER		S. BELMONT	INDIANAPOLIS		Misc. User
	PARKS DEPT HQTRS		29 TH & HARDING	INDIANAPOLIS		Misc. User
	PARKS DEPT		16 TH & HARDING	INDIANAPOLIS		Misc. User
	U OF I		HANNA ST	INDIANAPOLIS		Misc. User
	BUTLER STUDIO		28 TH & ILLINOIS	INDIANAPOLIS		Misc. User
	MOSQUITO CONTROL		21 ST & SHERMAN	INDIANAPOLIS		Misc. User
	CONVENTION CENTER		CAPTOL MARYLAND &	INDIANAPOLIS		Misc. User
	ELI LILLY		S. PENNSYLVANIA	INDIANAPOLIS		Misc. User
	WALKER THEATRE		9 TH & WEST	INDIANAPOLIS		Misc. User
	CENTRAL	40	E. ST. CLAIR	INDIANAPOLIS		Library
	BRIGHTWOOD	2435	N. SHERMAN DR	INDIANAPOLIS		Library
	BROADWAY	4186	BROADWAY	INDIANAPOLIS		Library
	BROWN	5427	E. WASHINGTON ST	INDIANAPOLIS		Library
	EAGLE	3325	LOWERY RD	INDIANAPOLIS		Library
	E. WASHINGTON	2822	E. WASHINGTON	INDIANAPOLIS		Library
	EMERSON	3642	N. EMERSON AVE	INDIANAPOLIS		Library
	HAUGHVILLE	3815	W. MICHIGAN	INDIANAPOLIS		Library
	SHELBY	2502	SHELBY ST	INDIANAPOLIS		Library
	SNADES PARK	1801	NOWLAND AVE	INDIANAPOLIS		Library
SPEEDWAY	LIBRARY	5633	25 TH ST	INDIANAPOLIS	46224	Library
NORA	LIBRARY	8625	GUILFORD AVE	INDIANAPOLIS	46240	Library
	METHODIST	1604	N. CAPITOL	INDIANAPOLIS		Hospital
	COMMUNITY		16 TH & RITTER	INDIANAPOLIS		Hospital
	I U HOSPITAL	1100	W. MICHIGAN	INDIANAPOLIS		Hospital
	RILEY HOSPITAL	1100	W. MICHIGAN	INDIANAPOLIS		Hospital
	WINONA HOSPITAL	3232	N. MERIDIAN	INDIANAPOLIS		Hospital
	WISHARD HOSPITAL	1001	W. 10 TH ST	INDIANAPOLIS		Hospital
	VA HOSPITAL	1481	W. 10 TH ST	INDIANAPOLIS		Hospital
	IND BLOOD CTR	2859	N. MERIDIAN	INDIANAPOLIS		Hospital

CURRENT INET SITES
A. INDIANAPOLIS FIRE DEPARTMENT

1. IFD Headquarters, 555 N. New Jersey (2 channels) with connections to the following IFD stations:

FIRESTATION	ADDRESS
2. #1	1903 W. 10th Street
3. #2	4120 Mithoffer Road
4. #3	1136 Prospect Street
5. #5	155 W. 16th Street
6. #7	555 N. New Jersey Street
7. #11	1715 E. Washington Street
8. #12	339 N. Sherman Drive
9. #13	429 W. Ohio Street
10. #14	2960 N. Kenwood
11. #15	3502 Prospect Street
12. #16	5555 N. Illinois Street
13. #18	36/42 N. Warman Street
14. #19	1004 S. White River Pkwy., West Dr.
15. #20	1452 N. Emerson Avenue
16. #22	3019 Martindale
17. #23	975 Bursdal Pkwy., West
18. #24	5520 E. 38th Street
19. #25	17 S. Sheridan Avenue
20. #26	1080 E. Hanna Avenue
21. #27	2918 E. 10th Street
22. #28	512 E. 38th Street
23. #29	602 E. Pleasant Run Pkwy., North Dr.
24. #30	2440 N. Tibbs Avenue
25. #31	4155 N. College Avenue
26. #32	6330 N. Guilford
27. #33	3430 N. Moller Rd.
28. #34	3262 N. Franklin Rd.
29. #41	Fairgrounds, E. 38th Street
30. Fire Support @ W-W Treatment	2551 S. Belmont Street
31. IFD Arson	1147 S. Madison Avenue

B. INDIANAPOLIS POLICE DEPARTMENT

32. IPD Headquarters, 50 N. Alabama (Chief's Conference Room)1 channel) with connections to the following District Offices:

33. IPD Central	209 E. St. Joseph Street
34. IPD North	4209 N. College
35. IPD East	3120 E. 30th Street
36. IPD West	551 N. King Avenue
37. IPD South	1150 S. Shelby Street
38. IPD Mounted	1011 N. Fayette
39. IPD Canine	3950 Meadows

C. MARION COUNTY SHERIFF

40. Training Academy	3229 N. Shadeland Avenue
41. West Detective Office	7900 Rockville Road, Suite 107
42. Garage	4423 N. Shadeland Avenue
43. North Roll Call	1701 E. 86th Street
44. South Roll Call	Arlington & Shelbyville Road
45. East Roll Call	Eastgate Shopping Center
46. Eagle Creek Headquarters	6200 Delong Road - Eagle Creek Park
47. West Neighborhood Office	1800 West Thompson Road

- 48. Eagle Creek Firearms Range 5800 N. High School Road
- 49. Sheriff's Dept. and Jail 220 E. Maryland
- 50. Jail II 700 E. Market Street

D. TOWNSHIP FIRE DEPARTMENTS

- 51. Decatur 5410 S. High School Road
- 52. Franklin #51 8614 Southeastern Avenue
- 53. Franklin #52 11224 House Street
- 54. Franklin #53 6231 S. Arlington Avenue
- 55. Lawrence #31 6260 E. 86th Street
- 56. Lawrence #32 7139 E. 75th Street
- 57. Lawrence #33 10190 E. 86th Street
- 58. Perry Headquarters 4925 Shelby Street
- 59. Perry #1 1108 E. Thompson Road
- 60. Perry #2 7447 S. Meridian Street
- 61. Perry #3 2702 E. Stop 11 Road
- 62. Perry #4 1350 W. Thompson Road
- 63. Pike #11 4881 West 71st Street
- 64. Pike #12 7931 Traders Lane
- 65. Pike #13 4009 W. 86th Street
- 66. Pike #14 5355 Lafayette Road
- 67. Pike #15 7221 W. 46th Street
- 68. Warren #41 10750 E. 10th Street
- 69. Warren #42 1302 S. Franklin Rd.
- 70. Warren #43 7604 E. 10th Street
- 71. Warren #44 7403 E. 30th Street
- 72. Warren #45 10601 E. 30th Street
- 73. Washington #21 2508 E. 71st Street
- 74. Washington #22 2151 W. Kessler Blvd.
- 75. Washington #23 1599 E. 86th Street
- 76. Washington #24 8404 Ditch Road
- 77. Washington #25 4045 E. 56th Street
- 78. Wayne Headquarters 700 N. High School Road
- 79. Wayne #1 4302 W. Bradbury Avenue
- 80. Wayne #2 5401 W. Washington Street
- 81. Wayne #4 7301 W. Morris Street
- 82. Wayne #9 7606 W. 10th Street
- 83. Wayne #10 7981 Crawfordsville Rd.

E. EXCLUDED CITIES AND TOWNS IN MARION COUNTY

- 84. Lawrence Police 4455 McCoy, Lawrence
- 85. Lawrence Fire #1 4450 N. McCoy, Lawrence
- 86. Lawrence Fire #2 4751 Richart Street
- 87. Lawrence Fire #3 6477 Oaklondon Road
- 88. Lawrence Fire #4 7620 Oaklondon Road
- 89. Beech Grove Police 340 Churchman Avenue, Beech Grove
- 90. Beech Grove Fire #1 330 E. Churchman Avenue
- 91. Beech Grove Fire #2 1202 Albany Street
- 92. Speedway Police and Fire #1 1410 N. Lynhurst Dr., Speedway
- 93. Speedway Fire #2 5639 W. 25th Street

F. OTHER LOCATIONS

- 94. Airport Police and Fire 2500 S. High School Rd.
- 95. Williams Creek Police 7200 N. College Ave. (Park Tudor School)
- 96. Cumberland Police 11501 E. Washington Street
- 97. Clermont Police 9051 Crawfordsville Road
- 98. Homecroft Police 5635 S. Madison Avenue
- 99. Southport Police 6901 Derbyshire Road
- 100. IPS Police 120 E. Walnut Street
- 101. Capitol Police 402 W. Washington, Room No. CO36
- 102. IU-PUI Police 430 University Blvd.
- 103. Belmont Treatment Plant 2700 S. Belmont
- 104. Juvenile Center 2451 N. Keystone Avenue

105. Wishard Hospital	1001 W. Michigan Street
106. Survive Alive	748 Massachusetts Avenue
107. Wishard Hospital	1001 W. Michigan Street
108. City-County Building	200 E. Washington Street
109. Parks	1426 W. 29th Street
110. Parks	1502 W. 16th Street

Councillor Massie moved, seconded by Councillor Borst, for adoption of Proposal No. 461, 2000, as amended. Proposal No. 461, 2000, as amended, was adopted on the following roll call vote, viz:

21 YEAS: Bainbridge, Borst, Boyd, Bradford, Cockrum, Conley, Coonrod, Coughenour, Douglas, Dowden, Gibson, Hinkle, Langsford, Massie, Moriarty Adams, Nytes, Schneider, SerVaas, Short, Talley, Tilford
6 NAYS: Black, Brents, Gray, Horseman, Knox, Sanders
1 NOT VOTING: Soards
1 ABSENT: Smith

Proposal No. 461, 2000, as amended, was retitled SPECIAL ORDINANCE NO. 9, 2000, and reads as follows:

CITY-COUNTY SPECIAL ORDINANCE NO. 9, 2000

A SPECIAL ORDINANCE approving and confirming a cable franchise contract by and between the City of Indianapolis, Indiana, through the Cable Franchise Board, and TOTALink of Indiana, LLC.

WHEREAS, the City-County Council of the Consolidated City of Indianapolis and Marion County, Indiana, has adopted Chapter 851 of the Revised Code of the Consolidated City and County ("Code"), which regulates the grant of cable television franchises and regulates the construction, maintenance, and operation of cable television systems; and

WHEREAS, TOTALink of Indiana, LLC duly filed a petition for cable franchise pursuant to the Code; and

WHEREAS, the City-County Council determined that it is in the best interest of the city and its citizens to award an additional competitive cable television franchise and required TOTALink of Indiana, LLC to file an application for such franchise; and

WHEREAS, TOTALink of Indiana, LLC duly filed an application for such franchise, and approval of its application has been recommended by the Cable Franchise Board; and

WHEREAS, the Rules and Policy Committee of the City-County Council, pursuant to the Code, held a public hearing to take evidence and hear argument whether to grant a cable franchise in the form proposed in the application; and

WHEREAS, the Rules and Policy Committee of the City-County Council determined that a franchise should be granted to TOTALink of Indiana, LLC, and approved a proposed form of the franchise contract; and

WHEREAS, TOTALink of Indiana, LLC has agreed in writing to the terms of the approved franchise contract; and

WHEREAS, the City-County Council, pursuant to the Code, must act upon an ordinance approving and confirming the franchise contract as recommended; now, therefore:

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The City-County Council hereby approves and confirms the award of a cable franchise to TOTALink of Indiana, LLC, and approves and confirms the cable franchise contract by and between the City of Indianapolis, Indiana, through the Cable Franchise Board, and TOTALink of Indiana, LLC, a copy of which is attached and incorporated herein.

SECTION 2. The City-County Council directs the director of the Cable Communications Agency to execute this contract on behalf of the City of Indianapolis.

SECTION 3. This ordinance shall be in effect from and after its passage by the Council and compliance with IC 36-3-4-14.

**FRANCHISE AGREEMENT
BETWEEN
CONSOLIDATED CITY OF INDIANAPOLIS, INDIANA,
AND
TOTALINK OF INDIANA, LLC.**

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THE FRANCHISE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2000, by and between the Consolidated City of Indianapolis, Indiana (City), through the Indianapolis-Marion County Cable Franchise Board (Board) and TOTALINK of Indiana, LLC, an Indiana limited holding company, with its principal place of business at 1630 N. Meridian Street, Indianapolis, IN 46202 (Operator).

WITNESSETH THAT:

WHEREAS, the City-County Council (Council) of the City has adopted Chapter 851 of the Revised Code of the Consolidated City and County which regulates the grant of cable franchises, including the construction, operation and maintenance of cable systems in Marion County, Indiana; and

WHEREAS, on June 1, 2000, Operator duly filed an application for a cable franchise with City; and

WHEREAS, the Council pursuant to the Code and the recommendations of the Council's Rules and Policy Committee, has determined that a franchise should be granted on the terms and conditions of this Agreement; and

WHEREAS, this Agreement was approved and confirmed by the City-County Special Ordinance Number ____, passed ____, 2000, by the Council and signed by the Mayor of the City on ____, 2000, all in accordance with the requirements and provisions of law, and the Board and the Mayor have been directed to execute this Agreement;

NOW THEREFORE, in consideration of the mutual agreements hereinafter set forth, City and Operator do hereby agree as follows:

ARTICLE ONE-DEFINITIONS

Section 1.01. Statutory Definitions.

In this Agreement, the terms listed in this section have the meanings set forth in Federal law, as follows:

- (1) The term *Act* means the Communications Act of 1934 including the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996.

- (2) The term *Cable Channel* or *Channel* means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel (as television channel is defined by the Commission by regulation).
- (3) The term *Cable Service* means (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- (4) The term *Cable System* means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right of way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Act, except that such facility shall be considered a Cable System (other than for purposes of section 621(c) of the Act) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of the Act, or (E) any facilities of any electric utility used solely for operating its electric utility systems.
- (5) The term *FCC* or Commission means the Federal Communications Commission.
- (6) The term *interactive on-demand services* means a service providing video programming to subscribers over switched networks on an on-demand, point-to-point basis, but does not include services providing video programming prescheduled by the programming provider.
- (7) The term *other programming service* means information that a cable operator makes available to all subscribers generally.
- (8) The term *Public, Educational or Governmental Access Facilities* means (A) channel capacity designated for public, educational, or governmental use; and (B) facilities and equipment for the use of such channel capacity.
- (9) The term *video programming* means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

Section 1.02. Code Definitions.

In this Agreement, the terms listed in this section have the meanings as set forth in the Code, as follows:

- (1) The term *Affiliate*, when used in relation to any person or entity, means another person or entity who owns or controls, is owned or controlled by, or is under common ownership or control with, such person or entity.
- (2) The term *Board* means the Cable Franchise Board of City, created by Sec. 285-111 of the Revised Code of the Consolidated City and County and its successors.
- (3) The term *Entity* means any corporation, partnership, limited liability company, association, joint stock company, joint venture, trust, or governmental or business entity.
- (4) The term *Franchise* means an initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to section 626 of the Act (47 U.S.C. section 546)), issued by City whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction and operation of a Cable System.
- (5) The term *Gross Revenues* means any and all revenues derived from the operations of Operator's Cable System to provide Cable Service.
- (6) The term *Person* means an individual.
- (7) The term *Subscriber* means any Person or Entity who contracts or agrees to purchase the regular subscriber service, pay television, or any other service provided by a Cable System, and includes

anyone actually using such service with Operator's authorization whether or not that Person or Entity pays for it.

Section 1.03. Defined terms.

In this agreement, the following terms have the following meanings:

- (1) The term *Applicable Franchise Territory* means such area as determined under Section 2.03.
- (2) The term *Cable Internet Access Service* means services provided to cable Subscribers by which the cable Subscriber is connected to the Internet by use of Operator's Cable System.
- (3) The term *Code* means the Revised Code of the Consolidated City and County.
- (4) The term *Downtown Mile Square* means that area of City bounded by North Street, East Street, South Street, and West Street.
- (5) The term *Effective Date* means the date this Agreement becomes binding on all parties pursuant to Section 10.12.
- (6) The term *Non-Cable Telecommunications Services* means any telecommunications services for which a Cable System franchise is not required by Title VI of the Act.
- (7) The term *Operator's Cable System* means the facilities and equipment in whole or in part used by Operator to provide Cable Service to Operator's subscribers within the Applicable Franchise Territory including any facilities or equipment used in whole or in part to provide institutional network services.
- (8) The term *Public Rights-of-Way* means any real estate or interest in real estate which is held by City or any of its agencies for the purposes of vehicular or pedestrian traffic or for construction or maintenance of utilities and includes easements publicly dedicated for utility purposes, including the unoccupied and unrestricted area above and below such real property interests.
- (9) The term *System Design Plan* means the written plan required by Section 8.01.

ARTICLE TWO - FRANCHISE GRANTED

Section 2.01. Grant of Franchises.

In consideration of Operator's performance of this Agreement, including the payment of franchise fees specified herein, City hereby awards and grants to Operator a nonexclusive franchise to provide Cable Service as specified in Section 2.03 and to provide Cable Internet Access Services over Operator's Cable System, subject to the conditions, limitations and reservations of this Agreement.

Section 2.02. Franchise Limitations.

The granting of this franchise shall not grant Operator any rights or authority to use the Public Rights-of-way for any purposes other than providing services pursuant to this Agreement.

Section 2.03. Rights-of-way Usage

The non-exclusive franchise granted by the City to Operator to provide Cable Service shall include a franchise to use Public Rights-of-way for purposes of constructing and operating a Cable System in the Applicable Franchise Territory without further authorization or permit from the City to use Public Rights-of-way or pay any additional fees, other than ministerial permitting fees, to provide Non-Cable Telecommunications Services or Cable Internet Access Services if those services are provided predominantly over Operator's Cable System.

Section 2.04. Applicable Franchise Territory.

The Applicable Franchise Territory shall be any geographic area in Marion County in which the Council has the jurisdiction to grant a cable franchise pursuant to Chapter 851 of the Code.

Section 2.05. Cable Franchise Fee.

(a) Operator shall pay to City a franchise fee in the amount of five percent (5%) of Operator's Gross Revenues derived from operation of a Cable System to provide Cable Service in the Applicable Franchise Territory computed and paid as prescribed by Section 851-601 of the Code.

(b) Operator shall pay quarterly to the Capital Improvements Board of Marion County, a sum equal to 50 cents per Subscriber per month, such payments to be a credit against franchise fees due under subsection (a). Such payments shall be made for two years after the Effective Date, and thereafter if the continuation of such payments are approved by the Council.

(c) Subject to the reservations in Section 2.07, the franchise fees due under subsection (a) shall be computed to include revenues from Cable Internet Access Services provided by Operator to Subscribers.

(d) Operator shall not discount charges for Cable Service to its subscribers to intentionally avoid payment of franchise fees.

(e) City agrees to conduct no more than one audit in any fiscal year to determine Operator's compliance with this section.

Section 2.06. Franchise Term.

This Agreement shall take effect and be in force from and after the Effective Date for a term of fifteen (15) years upon the conditions set forth in the Code and in this Agreement.

Section 2.07. Reservations.

(a) City expressly reserves and does not waive any legal right or authority to require additional authorization or compensation that the City imposes upon use of the Public Right-of-way for providers of services other than those for which a franchise is required under Title VI of the Act. Operator expressly reserves and does not waive any rights it may otherwise lawfully have or acquire to use Operator's Cable System for the provision of other services.

(b) Because of statutory and regulatory uncertainty about whether Cable Internet Access Services are Cable Services under the Act, Operator's obligations under this Agreement to pay a franchise fee upon the gross revenues from Cable Internet Access Services under subsection (c) of Section 2.05 are subject to the specific reservations that the obligation shall continue only:

- (1) so long as such franchise fee is uniformly applied by the City to all Cable Operators providing Cable Internet Access Services under a franchise granted by the City; and
- (2) until controlling state or federal laws or regulations or a final nonappealable decision of a court of competent jurisdiction prevents local franchise authorities from collecting franchise fees on Cable Internet Access Services provided on a Cable System.

(c) Whenever Operator contends that the franchise fee on Cable Internet Access Services is not collectible under subsection (b), Operator may petition the Cable Franchise Board for a determination under that subsection that the Operator should be relieved from payment of that portion of the franchise fee. The Cable Franchise Board shall act on such petition within forty-five (45) days of the filing of such petition. If the determination of the Cable Franchise Board is adverse to the Operator or the Board fails to make a determination, the Operator may seek a declaratory judgment by a court of competent jurisdiction in Marion County, Indiana or the Southern District of Indiana to decide the issue. If Operator elects not to seek an administrative appeal and instead files a declaratory action or a declaratory ruling, City agrees to waive any defense it may have that Operator has failed to exhaust its administrative remedies.

(d) If a court of competent jurisdiction or the FCC determines that Operator or its customers are entitled to a refund for franchise fees paid on Cable Internet Access Service, then the City agrees to refund such fees to the Operator and if Operator had passed through such franchise fees on Cable Internet Access Service to its customers, then Operator shall refund such fees to the customers who paid the fees, upon payment by the City.

ARTICLE THREE - SYSTEM REQUIREMENTS

Section 3.01. General Requirements.

In consideration of City's grant of this Franchise, Operator agrees to provide Cable Service within City as set forth in this Agreement.

Section 3.02. Technical Requirements for System Generally.

(a) Operator agrees to build its Cable System to comply with the System Technical Requirements as set forth in Article Four.

(b) Operator agrees to provide the Institutional Network connections and services as set forth in Article Five.

(c) Operator agrees to provide Public, Educational, or Governmental Access Facilities as set forth in Article Six.

Section 3.03. Service Requirements Generally.

Operator agrees to comply with the service requirements set forth in Article Seven.

Section 3.04. Interconnection.

(a) Whenever interconnections of Operator's Cable System are required, Operator shall file with the Board, within sixty (60) days of the happening of the event requiring an interconnection, a plan for accomplishing the interconnection, such that the transmission of signals between the two Cable Systems does not result in any significant deterioration in the signal quality.

(b) Whenever Operator is required to interconnect to a Cable System first franchised after the Effective Date, Operator shall be entitled to reimbursement of all its costs of interconnection from the operator of the connecting system.

Section 3.05. Cable Service to Public Institutions.

Operator shall provide at least one outlet to provide basic tier cable service to all local governmental and educational institutions in Operator's Applicable Franchise Territory that request service, including but not limited to public schools, libraries, City, County and township governmental offices. Such installation and service shall be provided without charge.

Section 3.06. Equipment Servicing.

(a) Operator shall provide service personnel qualified to identify whether a Subscriber's service failure is caused by Operator's facilities or equipment or by Subscriber equipment failure. If the failure is not caused by Operator's facilities or equipment, Operator's service personnel shall provide Subscriber a written statement attesting to such fact.

(b) If such determination is wrong and Subscriber incurs additional unnecessary charges for diagnosis or repairs, Subscriber shall be entitled to recover such reasonable charges from Operator.

Section 3.07. Costs.

Unless otherwise expressly provided in this Agreement, all of Operator's costs of compliance with this Agreement shall be the responsibility of Operator.

ARTICLE FOUR - SYSTEM TECHNICAL REQUIREMENTS

Section 4.01. System Design and Capacity.

Operator's Cable System shall be built to the following minimum capacities and technical standards:

(1) Operator's Cable System shall use at least 750 Mhz equipment of high quality and reliability capable of delivering 80 downstream cable channels, and shall also be capable of two-way interactive services.

- (2) The interconnections from the headends to the hubs and from the hubs to the nodes will be performed in a manner chosen by Operator so as to preserve reasonable signal quality.
- (3) Operator shall use equipment and components generally used in high quality, reliable, modern systems of similar design and which are capable of passing through the signals received at the headend with a minimum of alteration or deterioration.
- (4) Standby power at the headends will be provided for a minimum of eight (8) hours in the event of an outage. All hubs and amplifiers will have standby power with a minimum running time of four (4) hours. All nodes will have standby power with the minimum running time of two (2) hours. The obligation to provide a standby power requires Operator to provide and install equipment that will cut in automatically upon the failure to commercial utility power and revert automatically to commercial power when it is restored. Back-up power and associated equipment will be tested regularly. Test results shall be recorded in logs which will be available for inspection by City on request.
- (5) Operator shall engineer its headends and install all equipment so that Operator's Cable System has the potential maximum operational capacity to transmit at least eighty (80) video channels downstream in full configuration after the System construction.
- (6) Operator shall comply with the rules of the FCC concerning the compatibility of its equipment with consumer electronic equipment.
- (7) If any of the facilities or equipment to be used for the provision of the Institutional Network required by this Agreement are part of Operator's Cable System, such facilities and equipment shall be designed to interconnect with the facilities of any other franchisee of City which is required to provide Institutional Networks or Services.

Section 4.02. State of the Art Review.

(a) Subject to the provisions of this section, City may amend this Agreement so as to require Operator to upgrade Operator's Cable System to incorporate the State of The Art technology (the "State of the Art Option").

(b) City may not initiate the State of the Art Option, or issue any order, at a time when Operator is subject to effective competition as defined from time to time by federal law.

(c) In order to initiate the State of the Art Option, City shall first commence a review of Operator's Cable System. There shall not be more than one (1) such review every two (2) calendar years. A review may not commence prior to the eighth (8th) or after the eleventh (11th) anniversary of the Effective Date.

(1) The review described in this subsection (c) shall, at a minimum, take into account the following:

- (A) characteristics of the then-existing Operator's Cable System;
- (B) the State of the Art;
- (C) the additional benefits provided to customers by the State of the Art;
- (D) the marketplace demand for the State of the Art taking into account any associated rate increase; and
- (E) any additional factors deemed relevant by City or Operator.

(2) If, after conducting such a review, City determines that the exercise of the State of the Art Option may be warranted, City shall hold at least two (2) public hearings to enable the general public and Operator to comment and present additional evidence.

(d) If, following such hearings, City determines that the exercise of the State of the Art Option is warranted, it may order the State of the Art Option be implemented ("the Order"). The Order shall be in writing and shall set forth the basis for City's decision, including a reasonable period of time for Operator to implement the State of the Art Option, which implementation shall not be required prior to the 9th anniversary of the Effective Date. Upon agreement, the parties may amend this Agreement accordingly. If, however, Operator is not willing to comply with such Order, Operator may, within sixty (60) days after City's Order:

- (1) Appeal City's Order to any court of competent jurisdiction in Marion County, Indiana; or

- (2) Notify City pursuant to Section 626 of the Act that Operator wishes to commence proceedings to renew its Franchise. Such notice shall be deemed to shorten the term of its Franchise such that this Agreement will expire thirty-six (36) months from the date of Operator's notice. Operator shall not be deemed to be in violation of the Order or of this Agreement if such renewal proceedings are commenced or have already been commenced pursuant to the Act.
- (e) If the court finds that Operator has demonstrated City's Order is not supported by a preponderance of the evidence based on the record of the proceedings from (c) above, the court shall grant appropriate relief.
- (f) The term "State of the Art" as used in this section means equipment and/or facilities that:
 - (1) are readily available with reasonable delivery schedules from two (2) or more sources of supply;
 - (2) have the capability to perform the intended functions demonstrated within systems with similar characteristics (including, but not necessarily limited to population, density, subscriber penetration, etc.) under actual operating conditions for purposes other than test or experimentation; and
 - (3) can be implemented by Operator in an economically feasible manner taking into account economic waste (i.e. early retirement of assets).
- (g) The term "State of the Art" does not include equipment and/or facilities for public, educational or government access.

Section 4.03. Negotiation of Technical Standards.

If the FCC regulations regarding signals transmitted, including at a minimum the technical standards set forth in 47 C.F.R. Section 76.601, as amended from time to time, do not exist and applicable law permits City to adopt such technical standards, Operator agrees City may adopt signal quality standards; provided that any City-adopted technical standards are not more stringent than those federal standards previously applicable to Operator's System.

ARTICLE FIVE - INSTITUTIONAL NETWORK

Section 5.01. Network defined.

- (a) The Institutional Network means the channel capacity, equipment, facilities, systems or portions of systems provided by Operator for interconnection and delivery of the following services:
 - (1) governmental and educational video transmissions of governmental and educational access programming between the origination locations and Operator's headend described in Section 5.02. City shall notify Operator in writing of any new origination locations added to the Institutional Network,
 - (2) transmission of institutional programming specified in Section 5.03 provided by the Institutional Network of other Cable Systems, and including any such channel capacity, equipment, facilities, and systems provided by other Cable Systems interconnected as provided in Section 3.04, and
 - (3) the upgraded Institutional Network as provided in Section 5.04.
- (b) City shall allocate the capacity of the Institutional Network and such capacity shall be used only for non-commercial governmental and public educational purposes.

Section 5.02. Educational and Governmental Access Programming Transmission.

Operator shall provide facilities and equipment so that the analog video transmission signal for governmental and educational access programming continues to be transmitted from the governmental and educational access origination studios to Operator's headend without significant deterioration of signal quality.

Section 5.03. Video Services.

- (a) Operator shall provide to the locations listed on Attachment 5.03(a) institutional programming transmitted on the institutional networks provided on the Effective Date by other Operators utilizing one (1) analog channel on Operator's Cable System. If such channel is no longer used to transmit institutional

programming, the channel capacity shall be considered channel capacity provided by Operator pursuant to Section 6.01(1) which City may reallocate pursuant to Section 6.02.

(b) Operator shall, at City's option, scramble the channels providing institutional programming, with City's consent to the scrambling technology, so that such channels are available only to the locations listed as receiving video services on Attachment 5.03(a), additional locations added pursuant to Section 5.04(a), and residences of authorized City personnel. If City requests scrambling of the channels, City shall pay the equipment costs for scrambling and descrambling of the channels.

(c) Operator shall interconnect the channels providing the video services described in this Section with the channels of other operators required to provide similar services as an Institutional Network under a franchise granted by City, such that the transmission of signals between the two Cable Systems does not result in any significant deterioration in signal quality. Interconnection required by this subsection shall occur within eighteen (18) months of Operator's providing Cable Service to Subscribers for a charge or when Operator's network becomes available where the interconnection points are located, whichever is sooner. The connecting operator shall pay the costs of interconnection. Operator agrees to cooperate with connecting operators required to provide similar services under a Franchise with City in order to effect interconnection efficiently, expeditiously and with minimal effect on Subscribers.

Section 5.04. Upgraded Institutional Network.

(a) Operator agrees to design and furnish an Upgraded Institutional Network service by installing and maintaining activated all fiber optic connections with a capacity of 45 Mbps of bandwidth to a single connecting point at up to twenty (20) City, Marion County or township government buildings to be specified by the Board for City's own purposes.

(b) The Board shall, within six (6) months of the Effective Date, designate the selected locations and provide to Operator adequate information to coordinate construction and provisioning of the connection described in Subsection (a) to the specified locations with its System Design Plan under Article Eight of this Agreement. The Board shall allocate, on an equitable and non-discriminatory basis, the responsibility for connections to the Upgraded Institutional Network between or among all cable operators having a similar obligation to City, based on the estimated costs associated with installing and maintaining to the connection described in Subsection (a), including, but not limited to, the cost of labor and materials. Operator will cooperate with the Board in providing the information necessary to complete such estimates. Upon request by Operator, the Board may reconsider any allocations of responsibility between or among other cable operators having a similar obligation to the City.

(c) The specified locations for the Upgraded Institutional Network shall be connected at the Board's request when the Operator's Cable System is activated within five hundred (500) feet of the location. Operator shall be responsible for all connection costs to the connection point if the location is within 200 feet of Operator's Cable System. If the location is more than 200 feet from Operator's Cable System, the connecting entity shall pay for the additional extension costs for the connection in excess of two hundred (200) feet.

(d) Operator shall provide Upgraded Institutional Network connections to other City, Marion County or township buildings upon payment of Operator's reasonable charges for connection by the requesting entity, subject to network availability.

(e) City shall be responsible for purchase, repair, maintenance, operation and replacement of all terminal and other customer premises equipment at each location of the Upgraded Institutional Network. There shall be no reoccurring monthly charges by the Operator to City for the use of the Upgraded Institutional Network.

(f) The Upgraded Institutional Network shall be used exclusively for governmental purposes.

(g) Operator's commitment under this Section shall not relieve Operator of any other obligations under this Agreement. The obligation required by this Section to provide connections for Upgraded Institutional Network services to up to twenty (20) locations specified by City shall be a condition of any other cable services franchise agreement between City and any other cable operator entered into contemporaneously with this Agreement.

Section 5.05. Connections and Charges.

(a) Operator shall provide service connections subject to network availability for Institutional Network programming for all City, Marion County, and township government locations upon written notice. If the requesting institution has or has had a connection and seeks to replace or duplicate its

connections, then the institution shall reimburse Operator its connection costs. Operator shall provide connections to other government locations in the Applicable Franchise Territory whenever Operator's Cable System is within five hundred (500) feet of such location upon the connecting institution's payment of Operator's cost of connection. Such connections shall be completed within forty-five (45) days after Operator receives City's notice if no pole attachments are involved in providing the connection. If a pole attachment is involved, Operator agrees to engineer and apply for a pole attachment within thirty (30) days after Operator receives City's notice and to complete connection no later than forty-five (45) days after Operator receives approval for the pole attachment.

(b) No access or usage charges for facilities, equipment, or support shall be made to Marion County, township or City governmental users of the Institutional Network or for transmission of educational or governmental access programming either upstream or downstream.

Section 5.06. Network Availability, Monitoring, and Maintenance.

The Institutional Network programming shall be available for use and shall be monitored and maintained in the same manner as Operator's Cable System.

ARTICLE SIX - PUBLIC, EDUCATIONAL OR GOVERNMENTAL ACCESS FACILITIES

Section 6.01. Channel Capacity.

Operator agrees to provide the following channel capacity designated for non-commercial educational or governmental use:

- (1) Operator shall provide the four channels, and to share the costs of maintaining the existing interconnections with other operators of Cable Systems,
- (2) In addition, upon City's request, Operator shall provide two (2) additional channels for educational or governmental use, which shall allow City, at its option, to relocate any or all of the video services described in Section 5.01 or to use such bandwidth for educational or governmental use. The second of these two channels shall be made available only after the first channel is substantially full. For purposes of this paragraph, "substantially full" shall mean that non-duplicative original audio/video (non-alphanumeric) programming is provided at least ninety percent (90%) of the hours between 7:00 a.m. and 10:00 p.m., except Sundays, using either analog or digital technology similar to that used by Operator for services to its Subscribers. For purposes of this subsection the first rebroadcast of programming originally broadcast in real time shall not be considered a duplication of programming.

Section 6.02. Allocation of PEG Facilities.

(a) The facilities, equipment and channel capacity provided pursuant to Section 6.01 shall be allocated among educational or governmental users by City, including Institutional Network programming from such networks provided by other Cable Systems.

Section 6.03. Educational Access Channels.

The educational access channels shall be specifically designated channels for non-commercial use by local public and private school authorities, and shall be managed, scheduled, and programmed by the entities or entities designated from time to time by City.

Section 6.04. Governmental Access Channels.

The governmental access channels shall be specifically designated channels for non-commercial local governmental use and shall be managed, scheduled, and programmed exclusively by City or its designee.

Section 6.05. Additional PEG Facilities and Support.

(a) To provide for the capital costs of Public, Educational or Governmental Access Facilities, Operator shall pay as a capital contribution to City commencing on or before February 2, 2002, and on the same date each succeeding year for seven (7) years thereafter, a sum equal to One Dollar (\$1.00) per Subscriber on December 31 of the prior calendar year. Payments made pursuant to this subsection shall be placed in a separate fund or account, and used only for capital costs for educational or governmental access facilities. City shall provide, at least annually within sixty (60) days after the end of the calendar year, an accounting of all amounts expended from such fund or account identifying each capital cost paid. If any amounts have not been properly expended by the ninth (9th) anniversary of the Effective

Date, Operator shall be entitled to treat as a credit against franchise fees due under this Agreement, so much of the balance in such fund as is determined by a fraction, the numerator of which is the total payments into such fund by Operator and the denominator of which is the total payments into such fund from all operators franchised by City with such a funding requirement.

(b) The costs of programming provided for public, educational or governmental access channels shall be allocated as provided in Sec. 851-403(c) of the Code, unless the operators otherwise agree.

ARTICLE SEVEN - SERVICE REQUIREMENTS

Section 7.01. Universal Service Requirement.

(a) Operator shall provide Cable Service, upon request, to any residence in the Applicable Franchise Territory. Provided, if a residence is neither (i) in an area of ten or more residences per mile of Cable System nor (ii) within a platted subdivision of more than twenty-five lots and the service connection requires extension of Operator's Cable System by more than three hundred feet, Subscriber may be required to pay that portion of the extension costs determined by a fraction, the numerator of which is the length of the extension in excess of three hundred feet and the denominator of which is the total length of the extension. Provided further, if the residences is in the Downtown Mile Square, where density is less than ten (10) residential dwelling per mile, the person requesting service in the Downtown Mile Square must agree to other arrangements which reimburse Operator for its connection costs. Notwithstanding the foregoing, Operator may petition the Board for a waiver of its obligations in subsection (a) above if Operator believes that provision of a requested service to one or more Subscribers is an economic barrier. For purposes of this subsection, an "economic barrier" means that the service in question will not yield sufficient revenues over a period of three (3) years to cover Operator's construction costs plus a reasonable return based on industry averages. Upon a showing by Operator that an economic barrier exists to the service in question, the Board shall grant such petition or shall indicate that service should be provided upon payment of an appropriate Subscriber contribution in aid of construction.

(b) Notwithstanding anything to the contrary, Operator shall be under no obligation to provide Cable Service to any resident of a multiple dwelling unit or of a single family home who has been convicted of theft of service, vandalism, or other damage to Operator's Cable System.

Section 7.02. Service Minimums.

(a) Operator shall provide to all Subscribers to its lowest cost service tier, programming which shall, at minimum include, but not necessarily be limited to:

- (1) All video programming provided on the channel capacity required for educational or governmental access, except that on digitally compressed channels provided pursuant to Section 6.01(3) of this Agreement,
- (2) All broadcast television stations which Operator is required to carry pursuant to Federal law, if Federal law requires any such carriage, and
- (3) Local Community Interest Programming described in Section 7.03 of this Agreement.

(b) In addition, Operator shall offer to its Subscribers programming in the following categories:

- (1) local news,
- (2) weather,
- (3) local sports,
- (4) programming for the hearing impaired (*i.e.*, closed captioning),
- (5) music, and
- (6) children.

Section 7.03. Local Community Interest Programming.

(a) Operator agrees during the term of the franchise to allocate one channel on its Cable System for local origination programming.

(b) Operator agrees to offer local community organizations having religious, charitable, literary, cultural or public health purposes an opportunity to present programming educating or informing the public of their purposes or activities (Local Community Interest Programming) for a minimum of fifteen hours per week between the hours of 9:00 a.m. and 4:00 p.m. and ten hours per week between the hours of 6:00 p.m. and 11:00 p.m.

(c) Operator shall have exclusive control of the local origination channel and the Local Community Interest Programming presented thereon.

Section 7.04. Lease of Channel Capacity.

For broadcast television stations licensed by the FCC and transmitting from within the Consolidated City whose carriage is not compelled by the Act, including the repeal, amendment or invalidity of Sec. 614 of the Act, Operator agrees to provide access to those stations on Operator's Cable System on a leased basis in accordance with FCC regulations.

Section 7.05. Local Professional Sports Programming.

Operator shall make a commitment to local professional sports programming.

Section 7.06. Service Options.

Operator shall make a commitment to make available content management options to its subscribers for any services provided under this Agreement.

ARTICLE EIGHT - CONSTRUCTION STANDARDS

Section 8.01. Design and Construction Schedule Review.

(a) Within sixty (60) days of the Effective Date and at least thirty (30) days before interconnecting Operator's Cable System as required by this Agreement with any other Cable System franchised by City, Operator shall file with Board a written System Design Plan for the proposed construction or interconnection, which shall include, at a minimum, the following information:

- (1) A description of the Operator's Cable System, including the distribution system cable, fiber and equipment;
 - (2) Nature of any uses of Public Rights-of-Way;
 - (3) Engineering plans for Operator's Cable System showing the capacities and capabilities of Operator's Cable System with sufficient specificity that, upon completion of the proposed construction or interconnection, City may verify that the Cable System meets those capacities and capabilities verified; and
 - (4) A Construction Completion Schedule indicating the areas to be serviced and the date of activation of services in each area.
- (b) In addition to the System Design Plan, Operator shall maintain the following information:
- (1) Trunk and feeder design and number and location of Cable System technical facilities including fiber nodes, headends, hub sites, towers, microwave dishes, and antenna;
 - (2) Design maps for any relocations of Operator's Cable System; which shall be available for inspection by City officers, employees, or agents authorized by the Board.

(c) Within thirty (30) days of the receipt of an Operator's System Design Plan, the Board shall advise Operator of deficiencies in such plan and of any respects in which the Board believes the System Design Plan does not comply with this Agreement, the Code or applicable law. Operator shall follow the System Design Plan (including any amendments or revisions submitted either in response to any comments by the Board or because of design changes) and except for such minor variations as may be typical to avoid violation of applicable laws and regulations and which do not adversely affect the quality of Operator's Cable System.

(d) City acknowledges that it may be furnished with, receive or otherwise have access to information of or concerning Operator, which Operator considers to be confidential, proprietary, a trade secret, or otherwise restricted. Such information furnished or made available, directly or indirectly by Operator

shall be marked confidential and filed separately in a sealed envelope marked "confidential." Operator can not designate information as "confidential" after providing it to City. After Operator designates information as confidential, City will observe the following procedures:

- (1) City shall use no less than a reasonable degree of care to prevent disclosing such information to third parties; provided, however, that City may disclose such information to persons or entities performing services for City related to this Agreement:
 - (A) where use of such person or entity is authorized under this Agreement;
 - (B) such disclosure is necessary for the person or entity to perform services for City; and
 - (C) the person or entity agrees in writing in a form satisfactory to Operator to assume the obligations of this subsection (d).
- (2) If City does not otherwise have a right under this Agreement or under Indiana law to retain possession of information submitted as confidential by Operator upon expiration or termination of this Agreement, then, as requested by Operator, City shall return or destroy all materials in any medium that contains, refers to, or relates to such information and not retain copies.
- (3) City shall take reasonable steps to insure that its employees comply with these provisions.
- (4) If City receives a request for information submitted as confidential by Operator, City will notify Operator of the request and will treat the information as public unless Operator agrees to defend and indemnify City from any and all losses, liabilities, claims, judgments, liens, including costs and expenses, arising out of or resulting from City's denial of a request for the information under Indiana's public information and public records law.
- (5) In the event of any disclosure or loss of, or inability to account for, any information submitted as confidential, City shall promptly notify Operator upon becoming aware thereof.

(e) Operator shall promptly advise the Board of completion of construction as specified in the System Design Plan, and furnish the Board with an affidavit of completion by Operator's officer responsible for such construction that the System substantially complies with the System Design Plan. If the Board has reasonable basis to believe that Operator's Cable System does not operate in accordance with Operator's System Design Plan, the Code, and all applicable technical standards, the Board may commission an independent engineering study to determine compliance. Copies of such engineering report shall be provided to Board and to Operator and shall specify those items, if any, which do not meet applicable requirements. If the report establishes substantial non-compliance, Operator shall reimburse City for the reasonable costs of such engineering study.

Section 8.02. System Construction Schedule.

Subject to any extensions granted by Board, Operator shall commence and diligently continue to build Operator's Cable System described in its System Design Plan submitted to the Board in conformity with the Construction Schedule approved by the Board and target completion of construction of Operator's Cable System within five (5) years from commencement of construction. An extension request to the Board under this Section will not be unreasonably withheld.

Section 8.03. Security Fund.

In accordance with Sec. 851-602 of the Code, Operator shall obtain and deposit as a security fund instruments in the aggregate amount of Two Hundred Fifty Thousand Dollars.

Section 8.04. Inspections During Construction.

City may conduct inspections of construction areas and subscriber installations, including an assessment of Operator's compliance with construction standards in this Agreement, the Code, and Operator's System Design Plan. City shall notify Operator in writing of any violations found during the course of any such inspection. Operator shall bring violations into compliance within thirty (30) days of the date notice of the violation is given, unless corrective action cannot be completed within thirty (30) days with the exercise of all due speed and diligence, in which case Operator shall have a reasonable extension of time within which to correct the violation. Operator must submit a response in writing to City describing the steps taken to bring itself into compliance. Inspection does not relieve Operator of its obligations to build Operator's Cable System in the Applicable Franchise Territory in compliance with the provisions of this Agreement.

ARTICLE NINE-REMEDIES, DEFAULT, BREACH,TERMINATION OR EXPIRATION

Section 9.01. Election of Contractual Remedies.

(a) The rights, obligations duties, liabilities and remedies provided in this Agreement are contractual in nature and in addition to any remedies generally available at law or in equity for enforcement or breach of contracts.

(b) City reserves any and all rights or remedies available in law or at equity to enforce the provisions of this Agreement, except as expressly provided for in this Agreement or as necessary to avoid duplicative recovery or relief from or payments by Operator or as may be required by applicable law.

(c) City may exercise its rights simultaneously or serially, at City's sole option. City's delay or inaction in pursuing its remedies as set forth in this Agreement shall not operate as a waiver of any other of City's rights or remedies.

Section 9.02. Notice of Breach and Demand for Performance.

It is agreed between the parties that no claim can be made for breach of this Agreement unless written notice of the breach, and demand for performance, is made to the other party. Notice of breach under this provision must specify the details of the claimed breach. Demand for performance under this provision must specify the details specific to the demanded performance.

Section 9.03. Forfeiture and termination.

(a) In addition to all other rights and powers retained by City under this Agreement or otherwise, City reserves the right to forfeit and terminate the Franchise and all rights and privileges under this Agreement in the event of a substantial breach of its terms and conditions, which shall include the following:

- (1) Violation of any material provision of the Franchise or any material rule, order, regulation, or determination of City made pursuant to the Franchise;
- (2) A judicial determination that Operator has practiced any fraud upon its Subscribers or upon the government of City;
- (3) A material failure to complete the system in accordance with Operator's System Design Plan as approved pursuant to Section 8.01;
- (4) A material failure to provide the services promised in this Agreement;

(b) City may make a written demand that Operator comply with any such provision, rule, order, or determination under or pursuant to this Agreement. If the violation by Operator continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, City may consider the issue of terminating the Cable System Franchise, provided that City shall cause to be served upon Operator, at least ten (10) days prior to the date City is to consider the issue of termination, a written notice of intent to request termination and the time and place of the meeting. Public notice pursuant to IC 5-3-1 shall be given of the meeting and the issue that City is to consider.

(c) Council or its duly designated representative shall hear and consider the issue and shall hear any person interested in the matter. Council shall determine in its discretion whether or not any violation by Operator has occurred.

(d) If Council shall determine the violation by Operator was the fault of Operator and within its control, Council may, by resolution, declare that Operator's Franchise shall be forfeited and terminated unless there is compliance within such period as Council may fix, the period being not less than thirty (30) days, provided that no opportunity for compliance need be granted for fraud or misrepresentation.

(e) The issue of forfeiture and termination shall automatically be placed upon Council's agenda at the expiration of the time set for it for compliance. Council then may terminate the Franchise promptly upon finding that Operator has failed to achieve compliance or may further extend the period at its discretion.

Section 9.04. City's right to purchase system.

(a) Upon expiration of the term of the Franchise and denial of any renewal of the Franchise, or upon any other termination of the Franchise, as provided for in this Agreement or by law, City, at its election, shall have the option to purchase Operator's Cable System, provided Operator is the only Entity providing Cable Service within the City at that time. Upon the occurrence of such event, City shall notify Operator of City's election within sixty (60) days.

(b) If the option is exercised upon denial of a renewal Franchise, the option price shall be the fair market value of Operator's property, valued as a going concern, but with no value allocated to the Franchise itself.

(c) If the option is exercised under any circumstance except that specified in subsection (b), the option price shall be an equitable price.

(d) The option price specified in subsection (b) or (c) shall be determined by three appraisers with experience in valuing communications and cable networks. One shall be appointed by City within thirty (30) days of notice of the exercise of the option; one shall be appointed by Operator within thirty (30) days of City's appointment, and the two so appointed shall appoint a third within thirty (30) days of the appointment by Operator. The appraisers shall report this value within sixty (60) days of the appointment of the third appraiser. If the three appraisers are unable to agree upon a price, the price shall be the average of the three appraisals; provided that if any appraisal is more than fifty percent (50%) higher or lower than the next closest appraisal, such appraisal shall be disregarded and the price shall be the average of the other two.

(e) Within sixty (60) days after receipt of the final appraisal, City shall notify Operator of its decision to exercise this option. If City does not exercise its option, City shall reimburse Operator for its appraisal costs.

Section 9.05. Impossibility of Performance.

Operator shall not be deemed in default or noncompliance with the provisions of this Agreement where performance is delayed or rendered impossible by war or riots, civil disturbance, loss of utility service or facilities, judicial or governmental order, material delays caused by City, hurricanes, tornadoes, wind, floods or other natural catastrophes or other events beyond Operator's control, and this Agreement shall not be revoked or Operator penalized for such noncompliance, provided Operator takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible with this Agreement under the circumstances without endangering the health, safety and integrity of the public, public streets, public property or private property.

Section 9.06. Indemnification.

(a) If either City or Operator is made a party to any claim or legal proceeding arising out of or resulting from the acts or omissions of a third party with whom City or Operator has contracted to perform any obligation of such party under this Agreement, then the party contracting with such third party shall indemnify and hold harmless the other party for all expenses and costs, including attorneys fees and other out-of-pocket expenses, involved in defending such claim or legal proceeding.

(b) In order for a party to assert its rights to be indemnified, defended, and held harmless under subsection (a), the party seeking indemnification shall:

- (1) timely notify the indemnifying party of any claim or legal proceeding which gives rise to such claim,
- (2) afford the indemnifying party the opportunity to participate in any compromise, settlement, or other resolution or disposition of such claim or proceeding and to fully control the financial terms of any payments to be made in such final disposition, and
- (3) fully cooperate with the reasonable requests of the indemnifying party in its defense and disposition of such claim or proceeding.

Operator and City shall act reasonably under all circumstances so as to mutually refrain from compromising the rights of each other. The party entitled to indemnification under this section shall inform the indemnifying party of any offers to compromise, settle or otherwise resolve or dispose of the claim or proceeding. If the indemnifying party is willing to accept such offer and make all payments required by its terms, but the party entitled to indemnification refuses to agree to such offer, the

obligation of the indemnifying party for indemnification shall be limited to the amount which would have been due if the offer had been accepted.

ARTICLE TEN - GENERAL FRANCHISE PROVISIONS

Section 10.01. Conflict of Interest.

Operator certifies and warrants to City that as of the Effective Date (i) neither Operator nor any of its agents, representatives or employees who will participate in the performance of this Agreement has, or to its knowledge will have, any conflict of interest, direct or indirect, with City; and (ii) no City official or employee having official responsibility for the process by which this Agreement was negotiated or awarded (A) presently has any financial or ownership interest in Operator or any Affiliate thereof and there are no existing agreement or understandings of any kind with respect to any such financial or ownership interest; and (B) will receive or is intended to receive an ascertainable increase in their income or net worth as a result of this Agreement.

Section 10.02. Non-Discrimination.

Operator represents and warrants that Operator shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges or employment, or any other matter directly or indirectly related to employment, because of race, sex, religion, color, national origin, ancestry, age, handicapped, disabled veteran status, and Vietnam-era veteran status.

Section 10.03. Titles and Headings for Convenience Only.

The titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 10.04. Integration.

This Agreement and any additional or supplementary exhibits or schedules incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties thereto.

Section 10.05. Coordination of Provisions with Chapter 851 of the Code

(a) This Agreement is entered into pursuant to the powers and limitations set forth in Chapter 851 of the Code.

(b) Whenever any provision of the Code is incorporated in this Agreement by specific reference to the Code provision, the remedies for enforcement of such provision shall be the contractual remedies under this Agreement.

(c) Whenever a contractual provision of this Agreement conflicts with requirements of the Code, the provisions in this Agreement shall control.

(d) Whenever Operator's actions, or failure to act, are subject both to remedies under this Agreement and penalties for violation of the Code, City may elect to proceed under this Agreement or under the Code. If City elects to proceed under the Code, City may not pursue separate remedies under this Agreement for the same acts or omissions.

Section 10.06. Reservation of Powers.

(a) All rights and privileges granted by this Agreement are subject to City's powers under applicable laws, ordinances and regulations:

- (1) to regulate Operator and the construction, operation, or maintenance of Operator's Cable System;
- (2) to adopt and enforce additional regulations to manage the Public Rights-of-Way;
- (3) to adopt and enforce applicable zoning, building, permitting and safety codes;
- (4) to adopt ordinances and regulations relating to equal employment opportunities;

- (5) to adopt and enforce laws, ordinances and regulations including cable television consumer protection laws and service standards pursuant to the Act and
 - (6) to amend Chapter 851 or similar provisions of the Code.
 - (b) City expressly reserves its authority under the Act to require fair and reasonable compensation from telecommunication providers, on a competitively neutral and non-discriminating basis, for use of Public Rights-of-Way, by adopting ordinances which publicly disclose the required compensation.
 - (c) City reserves the right to grant one or more additional franchises to provide Cable Service within City and pursuant to the Act, to renew or renegotiate Cable Franchises issued before the Effective Date
- (1) If any such franchise, in the opinion of Operator contains terms or conditions more favorable or less burdensome to the Operator than those contained herein with respect to the following requirements:
 - (A) Franchise fees;
 - (B) Insurance, performance bonds and similar instruments;
 - (C) Public, educational, and governmental access channels and support;
 - (D) Customer service requirements;
 - (E) Reports and related record keeping;
 - (F) Liquidated damages and other sanctions;
 - (G) Universal Service

Operator shall give notice to City of such terms or conditions Operator believes to be more favorable or less burdensome.

- (2) If such new franchise is a renewal of a franchise granted before the Effective Date, the City agrees upon request by the Operator, to initiate a Cable Renewal process under the Act with respect to Operator's franchise.
- (3) If such new franchise is an additional franchise, City agrees to modify this Agreement to include such terms if Operator agrees also to include any terms which City deems more favorable to City or more burdensome to Operator.

Section 10.07. Changes in Law.

(a) In the event that any federal or state law, rule or regulation adopted after the Effective Date preempts a provision or limits the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of City.

Section 10.08. Transfers of Franchises.

(a) Notwithstanding anything to the contrary in the Code, no such prior consent of City shall be required for any transfer or assignment of this Agreement to any entity controlled by TOTALink of Indiana, LLC; provided, however, (i) Operator shall give prior written notice to City of any such transfer or assignment and (ii) the transferee or assignee shall file with City its written acceptance of this Agreement within thirty (30) days of the transfer or assignment.

(b) Notwithstanding anything to the contrary in the Code, no prior approval of City shall be required for any changes in the ownership of Operator provided TOTALink of Indiana, LLC. continues to own or control a majority interest. However, Operator shall promptly notify City of any changes in ownership of Operator whereby any person or entity acquires more than a twenty percent (20%) voting interest in Operator.

(c) For the purposes of this Section 10.08, the term "control" (including "controlled by") means the power or authority to direct the management or operations of the entity.

Section 10.09. Amendment of Agreement.

All amendments to this Agreement shall be in writing and approved by both Council and a duly authorized officer of Operator. Amendments are subject to the provisions of Chapters 285 and 851 of the Code.

Section 10.10. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Indiana.

Section 10.11. Notice.

Unless otherwise expressed herein, notice as required under this Agreement shall be deemed delivered when (i) mailed by first class registered mail, postage prepaid; or (ii) delivered by national courier service to the address delivered below. Each party may change its designee by providing written notice to the other party, but each party may only designate one entity to receive notice.

- (a) Notice to Operator shall be sent to:

TOTALink of Indiana, LLC
1630 N. Meridian Street
Indianapolis, Indiana 46202

and

TOTALink of Indiana, LLC
UtiliCom Networks, LLC
Attention: Vice President, Regulatory Affairs
124 Grove Street, Suite 230
Franklin, Massachusetts 02038

with a copy to:

- (b) Notice to City shall be sent to:

Mayor
Consolidated City of Indianapolis
2501 City-County Building
200 East Washington Street
Indianapolis, Indiana 46204

with a copy to:

Corporation Counsel
Consolidated City of Indianapolis
1601 City-County Building
200 East Washington Street
Indianapolis, Indiana 46204

Section 10.12. Effective Date.

This Agreement and the franchise shall be in effect from and after the date of this Agreement, which shall be the date the last of the required signatures is affixed.

IN WITNESS WHEREOF, the parties have caused this Franchise Agreement to be executed by their duly authorized officers as of the date first written above.

CONSOLIDATED CITY OF INDIANAPOLIS,
INDIANA:

TOTALINK OF INDIANA, LLC

By: _____
Printed: _____
Title: _____
Date: _____

By: _____
Printed: _____
Title: _____
Date: _____

APPROVED BY THE MAYOR OF
THE CONSOLIDATED CITY
OF INDIANAPOLIS:

By: _____
BART PETERSON
Date: _____

APPROVED AS TO LEGAL FORM:
CORPORATION COUNSEL

By: _____
Date: _____

Attachment 5.03 (a)

CURRENT INET SITES
A. INDIANAPOLIS FIRE DEPARTMENT

1. IFD Headquarters, 555 N. New Jersey (2 channels) with connections to the following IFD stations:

FIRESTATION	ADDRESS
2. #1	1903 W. 10th Street
3. #2	4120 Mithoffer Road
4. #3	1136 Prospect Street
5. #5	155 W. 16th Street
6. #7	555 N. New Jersey Street
7. #11	1715 E. Washington Street
8. #12	339 N. Sherman Drive
9. #13	429 W. Ohio Street
10. #14	2960 N. Kenwood
11. #15	3502 Prospect Street
12. #16	5555 N. Illinois Street
13. #18	36/42 N. Warman Street
14. #19	1004 S. White River Pkwy., West Dr.
15. #20	1452 N. Emerson Avenue
16. #22	3019 Martindale
17. #23	975 Bursdal Pkwy., West
18. #24	5520 E. 38th Street
19. #25	17 S. Sheridan Avenue
20. #26	1080 E. Hanna Avenue
21. #27	2918 E. 10th Street
22. #28	512 E. 38th Street
23. #29	602 E. Pleasant Run Pkwy., North Dr.
24. #30	2440 N. Tibbs Avenue
25. #31	4155 N. College Avenue
26. #32	6330 N. Guilford
27. #33	3430 N. Moller Rd.
28. #34	3262 N. Franklin Rd.
29. #41	Fairgrounds, E. 38th Street
30. Fire Support @ W-W Treatment	2551 S. Belmont Street
31. IFD Arson	1147 S. Madison Avenue

B. INDIANAPOLIS POLICE DEPARTMENT

32. IPD Headquarters, 50 N. Alabama (Chief's Conference Room)1 channel) with connections to the following District Offices:
- | | |
|-----------------|--------------------------|
| 33. IPD Central | 209 E. St. Joseph Street |
| 34. IPD North | 4209 N. College |
| 35. IPD East | 3120 E. 30th Street |
| 36. IPD West | 551 N. King Avenue |
| 37. IPD South | 1150 S. Shelby Street |
| 38. IPD Mounted | 1011 N. Fayette |
| 39. IPD Canine | 3950 Meadows |

C. MARION COUNTY SHERIFF

- | | |
|--------------------------------|-------------------------------------|
| 40. Training Academy | 3229 N. Shadeland Avenue |
| 41. West Detective Office | 7900 Rockville Road, Suite 107 |
| 42. Garage | 4423 N. Shadeland Avenue |
| 43. North Roll Call | 1701 E. 86th Street |
| 44. South Roll Call | Arlington & Shelbyville Road |
| 45. East Roll Call | Eastgate Shopping Center |
| 46. Eagle Creek Headquarters | 6200 Delong Road - Eagle Creek Park |
| 47. West Neighborhood Office | 1800 West Thompson Road |
| 48. Eagle Creek Firearms Range | 5800 N. High School Road |
| 49. Sheriff's Dept. and Jail | 220 E. Maryland |
| 50. Jail II | 700 E. Market Street |

D. TOWNSHIP FIRE DEPARTMENTS

- | | |
|------------------------|---------------------------|
| 51. Decatur | 5410 S. High School Road |
| 52. Franklin #51 | 8614 Southeastern Avenue |
| 53. Franklin #52 | 11224 House Street |
| 54. Franklin #53 | 6231 S. Arlington Avenue |
| 55. Lawrence #31 | 6260 E. 86th Street |
| 56. Lawrence #32 | 7139 E. 75th Street |
| 57. Lawrence #33 | 10190 E. 86th Street |
| 58. Perry Headquarters | 4925 Shelby Street |
| 59. Perry #1 | 1108 E. Thompson Road |
| 60. Perry #2 | 7447 S. Meridian Street |
| 61. Perry #3 | 2702 E. Stop 11 Road |
| 62. Perry #4 | 1350 W. Thompson Road |
| 63. Pike #11 | 4881 West 71st Street |
| 64. Pike #12 | 7931 Traders Lane |
| 65. Pike #13 | 4009 W. 86th Street |
| 66. Pike #14 | 5355 Lafayette Road |
| 67. Pike #15 | 7221 W. 46th Street |
| 68. Warren #41 | 10750 E. 10th Street |
| 69. Warren #42 | 1302 S. Franklin Rd. |
| 70. Warren #43 | 7604 E. 10th Street |
| 71. Warren #44 | 7403 E. 30th Street |
| 72. Warren #45 | 10601 E. 30th Street |
| 73. Washington #21 | 2508 E. 71st Street |
| 74. Washington #22 | 2151 W. Kessler Blvd. |
| 75. Washington #23 | 1599 E. 86th Street |
| 76. Washington #24 | 8404 Ditch Road |
| 77. Washington #25 | 4045 E. 56th Street |
| 78. Wayne Headquarters | 700 N. High School Road |
| 79. Wayne #1 | 4302 W. Bradbury Avenue |
| 80. Wayne #2 | 5401 W. Washington Street |
| 81. Wayne #4 | 7301 W. Morris Street |
| 82. Wayne #9 | 7606 W. 10th Street |
| 83. Wayne #10 | 7981 Crawfordsville Rd. |

E. EXCLUDED CITIES AND TOWNS IN MARION COUNTY

84. Lawrence Police	4455 McCoy, Lawrence
85. Lawrence Fire #1	4450 N. McCoy, Lawrence
86. Lawrence Fire #2	4751 Richart Street
87. Lawrence Fire #3	6477 Oaklandon Road
88. Lawrence Fire #4	7620 Oaklandon Road
89. Beech Grove Police	340 Churchman Avenue, Beech Grove
90. Beech Grove Fire #1	330 E. Churchman Avenue
91. Beech Grove Fire #2	1202 Albany Street
92. Speedway Police and Fire #1	1410 N. Lynhurst Dr., Speedway
93. Speedway Fire #2	5639 W. 25th Street

F. OTHER LOCATIONS

94. Airport Police and Fire	2500 S. High School Rd.
95. Williams Creek Police	7200 N. College Ave. (Park Tudor School)
96. Cumberland Police	11501 E. Washington Street
97. Clermont Police	9051 Crawfordsville Road
98. Homecroft Police	5635 S. Madison Avenue
99. Southport Police	6901 Derbyshire Road
100. IPS Police	120 E. Walnut Street
101. Capitol Police	402 W. Washington, Room No. CO36
102. IU-PUI Police	430 University Blvd.
103. Belmont Treatment Plant	2700 S. Belmont
104. Juvenile Center	2451 N. Keystone Avenue
105. Wishard Hospital	1001 W. Michigan Street
106. Survive Alive	748 Massachusetts Avenue
107. Wishard Hospital	1001 W. Michigan Street
108. City-County Building	200 E. Washington Street
109. Parks	1426 W. 29th Street
110. Parks	1502 W. 16th Street

Councillor Sanders asked for consent to explain her vote. Consent was given. Councillor Sanders said that she is not against competition, but has some reservations about these agreements because they do not address all the issues.

SPECIAL ORDERS - PRIORITY BUSINESS

PROPOSAL NOS. 576-580, 2000. Introduced by Councillor Hinkle. Proposal Nos. 576-580, 2000 are proposals for Rezoning Ordinances certified by the Metropolitan Development Commission on August 23, 2000. The President called for any motions for public hearings on any of those zoning maps changes. There being no motions for public hearings, the proposed ordinances, pursuant to IC 36-7-4-608, took effect as if adopted by the City-County Council, were retitled for identification as REZONING ORDINANCE NOS. 157-161, 2000, the original copies of which ordinances are on file with the Metropolitan Development Commission, which were certified as follows:

REZONING ORDINANCE NO. 157, 2000.
2000-ZON-084

4102 EAST 30TH STREET (approximate address), INDIANAPOLIS.
CENTER TOWNSHIP, COUNCILMANIC DISTRICT #10
CURTIS PIERRE requests a rezoning of 0.20 acre, being in the C-3 District, to the SU-1 classification to provide for a 15,000 square foot addition to an existing 5,000-square foot church.

REZONING ORDINANCE NO. 158, 2000.
2000-ZON-088

302 SOUTH GERMAN CHURCH ROAD (approximate address), INDIANAPOLIS.
WARREN TOWNSHIP, COUNCILMANIC DISTRICT #13
MANN REALTY CO., by Stephen D. Mears, requests a rezoning of 65.06 acres, being in the D-A District, to the D-3 classification to provide for residential development.

REZONING ORDINANCE NO. 159, 2000.

2000-ZON-089

1746 WEST HOWARD STREET (approximate address), INDIANAPOLIS.

CENTER TOWNSHIP, COUNCILMANIC DISTRICT #25

DAVID AND MARY SCHILDANECHT request a rezoning of 0.1 acre, being in the C-3 District, to the D-5 classification to legally establish a single-family dwelling.

REZONING ORDINANCE NO. 160, 2000.

2000-ZON-091

806-818 NORTH SENATE AVENUE (approximate address), INDIANAPOLIS.

CENTER TOWNSHIP, COUNCILMANIC DISTRICT #16

DEPARTMENT OF METROPOLITAN DEVELOPMENT requests a rezoning of 0.57 acre, being in the I-3-U District, to the CBD-2 classification.

REZONING ORDINANCE NO. 161, 2000.

2000-ZON-805 (Amended)

3402 NORTH MERIDIAN STREET (approximate address), INDIANAPOLIS.

CENTER TOWNSHIP, COUNCILMANIC DISTRICT #6

MERIDIAN DEVELOPMENT LLC, by Thomas Michael Quinn, requests a rezoning of 1.1 acre, being in the C-4 and D-9 Districts, to the D-P classification to provide for a mixed use development of multi-family residential and retail.

PROPOSAL NO. 550, 2000. Councillor Hinkle reported that the Metropolitan Development Committee heard Proposal No. 550, 2000 on August 17, 2000. The proposal is a final resolution for Indiana Veneers Corp. in an amount not to exceed \$1,500,000 which consists of the acquisition and installation of machinery and equipment to be utilized in an existing manufacturing facility located at 1121 East 24th Street (District 22). By a 5-0 vote, the Committee reported the proposal to the Council with the recommendation that it do pass. Councillor Hinkle moved, seconded by Councillor Langsford, for adoption. Proposal No. 550, 2000 was adopted on the following roll call vote; viz:

23 YEAS: Bainbridge, Black, Bradford, Brents, Cockrum, Conley, Coonrod, Coughenour, Douglas, Dowden, Gibson, Gray, Hinkle, Knox, Langsford, Massie, Nytes, Sanders, Schneider, SerVaas, Soards, Talley, Tilford

0 NAYS:

5 NOT VOTING: Borst, Boyd, Horseman, Moriarty Adams, Short

1 ABSENT: Smith

Proposal No. 550, 2000 was retitled SPECIAL ORDINANCE NO. 13, 2000, and reads as follows:

CITY-COUNTY SPECIAL ORDINANCE NO. 13, 2000

A SPECIAL ORDINANCE authorizing the City of Indianapolis to issue its City of Indianapolis, Indiana Economic Development Revenue Bonds, Series 2000 (Indiana Veneers Corp. Project) (the "Bonds") in the aggregate principal amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) and approving and authorizing other actions in respect thereto.

WHEREAS, Indiana Code Title 36, Article 7, Chapters 11.9 and 12 (collectively, the "Act") declares that the financing and refinancing of economic development facilities constitutes a public purpose; and

WHEREAS, the Act provides that an issuer may, pursuant to the Act, issue revenue bonds and loan the proceeds thereof to a corporation, partnership or individual for the purpose of financing costs of acquisition or construction of facilities, including real and personal property, for diversification of economic development and promotion of job opportunities in or near such issuer; and

WHEREAS, a representative of Indiana Veneers Corp., an Indiana corporation (the "Company") has requested that the City of Indianapolis, Indiana (the "Issuer") issue bonds and loan the proceeds thereof to the Company in order to enable the Company to undertake and complete the acquisition and installation

of machinery and equipment to be utilized in an existing manufacturing facility located at 1121 East 24th Street, Indianapolis, Indiana (the "Project"); and

WHEREAS, the Indianapolis Economic Development Commission (the "Commission") has rendered a report of the Commission concerning the proposed financing of economic development facilities for the Company and the Metropolitan Development Commission of Marion County has commented thereon; and

WHEREAS, pursuant to and in accordance with the Act, the Issuer desires to provide funds to finance the acquisition and installation of the Project by issuing its City of Indianapolis, Indiana Economic Development Revenue Bonds, Series 2000 (Indiana Veneers Corp. Project) (the "Bonds") in an aggregate principal amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000); and

WHEREAS, the Commission, after a public hearing conducted on August 9, 2000 pursuant to Indiana Code Title 36, Article 7, Chapter 12, Section 24 and Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") found that the financing of the Project complies with the purposes and provisions of the Act and that such financing will be of benefit to the health and welfare of the Issuer and its citizens; and

WHEREAS, the Issuer intends to issue the Bonds pursuant to a Bond Purchase and Loan Agreement (the "Loan Agreement") by and among the Issuer, Bank One, Indiana, N.A., (the "Original Purchaser") and the Company in order to obtain funds to loan to the Company for the purpose of financing or providing reimbursement for a portion of the cost of the Project; and

WHEREAS, the Loan Agreement provides for the repayment by the Company of the loan of the proceeds of the Bonds pursuant to which the Company will agree to make payments sufficient to pay the principal and interest on the Bonds as the same become due and payable and to pay administrative expenses in connection with the Bonds; and

WHEREAS, the financing will not have an adverse competitive effect or impact on any similar facility or facility of the same kind already constructed or operating in the same market area or in or about Marion County, Indiana; and

WHEREAS, there have been submitted to the Commission for its approval substantially final forms of the (1) Bond Purchase and Loan Agreement; (2) Unlimited Continuing Guaranty; (3) Promissory Note (including Assignment thereof) and (4) Series 2000 Bond (hereinafter referred to collectively as the "Financing Documents"); and this proposed form of special ordinance all of which were approved by the Commission by Resolution adopted prior in time to this date, which Resolution has been transmitted hereto; now, therefore:

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA

SECTION 1. It is hereby found that the financing of the economic development facilities consisting of the Project referred to in the Financing Documents, the issuance and sale of the Bonds, the loan of the proceeds thereof to the Company for the purposes of financing or providing reimbursement for a portion of the cost of the Project, and the repayment of said loan by the Company will be of benefit to the health or general welfare of the Issuer and its citizens and does comply with the purposes and provisions of the Act.

SECTION 2. The forms of the Financing Documents presented herewith (i) are hereby approved (ii) are incorporated herein and (iii) shall be kept on file by the Clerk of the Council or City-Controller. In compliance with Indiana Code Title 36, Article 1, Chapter 5, Section 4, two (2) copies of the Financing Documents are on file in the office of the Clerk of the Council for public inspection.

SECTION 3. The Issuer shall issue its Bonds in the aggregate principal amount not to exceed One Million Five Hundred Thousand Dollars \$1,500,000 for the purpose of procuring funds to loan to the Company in order to finance or provide reimbursement for a portion of the cost of the Project which Bonds will be payable as to principal and interest solely from the payments made by the Company pursuant to the Loan Agreement to evidence and secure said loan and as otherwise provided in the above-described Financing Documents. The Bonds shall never constitute a general obligation of, an indebtedness of, or charge against the general credit of the Issuer.

SECTION 4. The City Clerk and City Controller are authorized and directed to sell such Bonds to the purchasers thereof at a price not less than 100% of the aggregate principal amount thereof, plus accrued

interest, if any, and at an adjustable rate of interest determined in the manner set forth in the Loan Agreement.

SECTION 5. The Mayor and City Clerk are authorized and directed to execute those Financing Documents approved herein which require the signature of the Mayor and City Clerk and any other document which may be necessary or desirable to consummate the transaction, and their execution is hereby confirmed on behalf of the Issuer. The signatures of the Mayor and the City Clerk on the Bonds may be facsimile signatures. The City Clerk and City Controller are authorized to arrange for the delivery of such Bonds to the purchaser, payment for which will be made in the manner set forth in the Financing Documents. The Mayor and City Clerk may, by their execution of the Financing Documents requiring their signatures or imprinting of their facsimile signatures thereon, approve changes therein and also in those Financing Documents which do not require the signature of the Mayor and/or City Clerk without further approval of this City-County Council or the Commission if such changes do not affect terms set forth in Indiana Code Title 36, Article 7, Chapter 12, Section 27(a)(1) through (a)(10).

SECTION 6. The provisions of this special ordinance and the Financing Documents shall constitute a contract binding between the Issuer and the holder or holders of the Bonds and after the issuance of said Bonds, this special ordinance shall not be repealed or amended in any respect which would adversely affect the right of such holder or holders so long as said Bonds or the interest thereon remains unpaid.

SECTION 7. The Issuer hereby elects to have the provisions as to the \$10,000,000 limitation contained in Section 144(a)(4)(A) of the Code apply to the Bonds.

SECTION 8. This special ordinance shall be in full force and effect upon adoption and compliance with Indiana Code title 36, Article 3, Chapter 4, Section 14.

[Clerk's Note: Originally, Proposal No. 550, 2000 was incorrectly retitled Special Resolution No. 69, 2000. This error was corrected by Council staff, and the proposal was appropriately retitled Special Ordinance No. 13, 2000.]

Councillor Short asked for consent to move Proposal Nos. 515 and 574, 2000 next on the agenda due to the number of people in attendance concerned with this issue. Consent was given.

SPECIAL ORDERS – FINAL ADOPTION

PROPOSAL NO. 515, 2000. Councillor Dowden reported that the Public Safety and Criminal Justice Committee heard Proposal No. 515, 2000 on August 9, 2000. The proposal, sponsored by Councillors Dowden, Moriarty Adams, Short, Smith, and Schneider, establishes curfew hours for minors in Marion County, and provides for the enforcement of those hours. By a 7-0 vote, the Committee reported the proposal to the Council with the recommendation that it do pass as amended. Councillor Dowden moved, seconded by Councillor Short, for adoption. Proposal No. 515, 2000, as amended, was adopted on the following roll call vote; viz:

28 YEAS: *Bainbridge, Black, Borst, Boyd, Bradford, Brents, Cockrum, Conley, Coonrod, Coughenour, Douglas, Dowden, Gibson, Gray, Hinkle, Horseman, Knox, Langsford, Massie, Moriarty Adams, Nytes, Sanders, Schneider, SerVaas, Short, Soards, Talley, Tilford*
0 NAYS:
1 ABSENT: *Smith*

Proposal No. 515, 2000, as amended, was retitled GENERAL ORDINANCE NO. 101, 2000, and reads as follows:

CITY-COUNTY GENERAL ORDINANCE NO. 101, 2000

PROPOSAL FOR A GENERAL ORDINANCE to establish curfew hours for minors, and to make technical amendments to Chapter 381 of the Revised Code.

WHEREAS, the problems facing our youth – drug and alcohol abuse, sexually transmitted disease, and crime commission and victimization chief among them – are exacerbated during late night hours and early morning hours, when fewer opportunities for adult supervision exist; and

WHEREAS, our youth have natural rights to grow, develop, and express themselves, but by virtue of their age, inexperience, and lack of full maturity they do not have the full rights of adulthood; and

WHEREAS, statistics establish that in the absence of a curfew law, youth will be unsupervised in public places late at night and early in the morning; and

WHEREAS, courts across the nation that have examined curfew laws have found that state and local governments have a substantial and compelling interest in determining when youth may be unsupervised in public places in light of the dangers that may befall juveniles and the community in the absence of supervision; and

WHEREAS, a curfew law provides not only a tool for law enforcement to protect youth and the community, but serves to empower parents to set and enforce limits on the activities of their children; now, therefore:

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. Chapter 381 of the "Revised Code of the Consolidated City and County," regarding minors, hereby is amended by the addition of four (4) new sections regarding curfew hours for children, to read as follows:

Sec. 381-101. Curfew hours for children fifteen, sixteen and seventeen years of age.

It is unlawful for a child fifteen (15), sixteen (16), or seventeen (17) years of age to be in a public place in the county at any time during the following curfew hours:

- (1) Between one o'clock (1:00) a.m. and five o'clock (5:00) a.m. on Saturday or Sunday;
- (2) After eleven o'clock (11:00) p.m. on Sunday, Monday, Tuesday, Wednesday, or Thursday; or
- (3) Before five o'clock (5:00) a.m. on Monday, Tuesday, Wednesday, Thursday, or Friday.

Sec. 381-102. Curfew hours for children younger than fifteen years of age.

It is unlawful for a child younger than fifteen (15) years of age to be in a public place in the county after eleven o'clock (11:00) p.m. or before five o'clock (5:00) a.m. on any day.

Sec. 381-103. Application.

Sections 381-101 and 381-102 of this chapter do not apply to a child who is:

- (1) Accompanied by the child's parent, guardian, or custodian;
- (2) Accompanied by an adult specified by the child's parent, guardian, or custodian; or,
- (3) With the consent of the child's parent, guardian, or custodian, either participating in, going to, or returning from:
 - a. Lawful employment;
 - b. A school-sanctioned activity; or,
 - c. An expressive, religious, or associational activity protected by either federal or state law, including but not limited to the free exercise of religion, freedom of speech, and the right of assembly.

Sec. 381-104. Enforcement.

(a) A child who commits a curfew violation under this chapter is subject to the enforcement procedures provided in IC 34-28-5-1. Whenever a complaint is filed against a child for a violation of this chapter, the city shall direct a copy of the complaint to the Juvenile Division of the Marion Superior Court.

and to the child's parent, guardian, or custodian, if such person is known or can be identified by a reasonable inquiry.

(b) In addition to the imposition of fines as provided in Section 103-3 of the Code, the court upon request shall order such injunctive relief as is appropriate and necessary to prevent a child from committing further violations of this chapter.

SECTION 2. Section 381-1 of the "Revised Code of the Consolidated City and County," regarding the responsibility of parents, guardians and custodians to prevent curfew violations, hereby is amended by the deletion of the language which is stricken-through, and by the addition of the language which is underscored, to read as follows:

Sec. 381-105. Curfew; responsibility of parent, guardian, or custodian.

It shall be unlawful for a parent, guardian or other person having the authorized custody custodian of a minor child under the age of eighteen (18) years to knowingly recklessly to cause, suffer, or allow that minor child to violate the state curfew law commit a curfew violation under this chapter. If a parent, guardian, custodian, or child is charged with a second or subsequent violation of this section or this chapter, there shall be a presumption that he or she is responsible under this section for the child's violation of this chapter.

SECTION 3. The expressed or implied repeal or amendment by this ordinance of any other ordinance or part of any other ordinance does not affect any rights or liabilities accrued, penalties incurred, or proceedings begun prior to the effective date of this ordinance. Those rights, liabilities, and proceedings are continued, and penalties shall be imposed and enforced under the repealed or amended ordinance as if this ordinance had not been adopted.

SECTION 4. Should any provision (section, paragraph, sentence, clause, or any other portion) of this ordinance be declared by a court of competent jurisdiction to be invalid for any reason, the remaining provision or provisions shall not be affected, if and only if such remaining provisions can, without the invalid provision or provisions, be given the effect intended by the Council in adopting this ordinance. To this end the provisions of this ordinance are severable.

SECTION 5. This ordinance shall be in effect from and after its passage by the Council and compliance with Ind. Code § 35-3-4-14.

PROPOSAL NO. 574, 2000. The proposal, sponsored by Councillor Smith, requests the State of Indiana to enact a new child curfew law. Councillor Dowden read the proposal in Councillor Smith's absence and moved, seconded by Councillor Short, for adoption.

State Representative Mike Murphy stated that he will gladly accept this resolution and pass it along to the Governor's Office for consideration by the Legislature. He said that resolutions like these are important when State laws are being fine-tuned, as the local residents are those affected by those laws. He said that enforcement of curfews in the past has helped reduce crime, and it is important for the State to join with the City to make sure that continues. He said that he has asked State Representative William Crawford to share in co-sponsoring this proposal with him, and he hopes to move forward on this resolution in a bi-partisan manner.

Councillor Short stated that the administration wholeheartedly supports this proposal and the Mayor will be glad to testify on the City's behalf before the State.

Proposal No. 574, 2000 was adopted by a unanimous voice vote.

Proposal No. 574, 2000 was retitled SPECIAL RESOLUTION NO. 67, 2000, and reads as follows:

August 28, 2000

CITY-COUNTY SPECIAL RESOLUTION NO. 67, 2000

A SPECIAL RESOLUTION requesting the State of Indiana to enact a new child curfew law.

WHEREAS, in early July, a federal judge struck down Indiana's child curfew law declaring that it was written so broadly that it contravenes First Amendment rights, and;

WHEREAS, many parents welcome a curfew law to help enforce family decision-making about when young people should be home; and

WHEREAS, the state curfew law has been an important law enforcement tool, and the number of curfew arrests in Marion County had been increasing in recent years; and

WHEREAS, public safety professionals state that there is a direct correlation between curfew violations and increased crimes committed by juveniles, and a new curfew law is needed to serve in the absence of parental care and control to help protect children from harm; and

WHEREAS, several cities in the state have passed new local curfew ordinances that address the federal court's concerns; and

WHEREAS, a local curfew ordinance may also serve as a law enforcement tool for parents and the community, for example, by permitting parental notification, juvenile court supervision, and the opportunity to develop diversion programs that include other important features such as voluntary substance-abuse testing with parental consent; and

WHEREAS, however, Marion County Prosecutor Scott Newman pointed out to the Council Public Safety and Criminal Justice Committee that local curfew ordinances in Indiana can only carry the penalty of a ticket and fines but not an arrest, and that County Prosecutors can only prosecute state laws; now, therefore:

BE IT RESOLVED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The Indianapolis City-County Council recognizes that the best tool for enforcing a curfew in the City of Indianapolis would be a new state curfew law.

SECTION 2. The Council therefore urges the Indiana General Assembly and Governor to enact a new state child curfew law as soon as possible during their next legislative session.

SECTION 3. The Mayor is invited to join in this resolution by affixing his signature hereto.

SECTION 4. This resolution shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

SPECIAL ORDERS - PUBLIC HEARING

President SerVaas called for public testimony on the following budget ordinances and resolutions, but stated that no action is scheduled to be taken by the Council this evening.

PROPOSAL NO. 506, 2000. The proposal is the annual budget for the Police Special Service District for 2001. PROPOSAL NO. 507, 2000. The proposal is the annual budget for the Fire Special Service District for 2001. PROPOSAL NO. 508, 2000. The proposal is the annual budget for the Solid Waste Collection Special Service District for 2001. PROPOSAL NO. 509, 2000. The proposal is the annual budget for the Revenue Bonds Debt Service Funds for 2001. PROPOSAL NO. 510, 2000. The proposal is the annual budget for the Marion County Office of Family and Children for 2001. PROPOSAL NO. 511, 2000. The proposal is the annual budget for the Metropolitan Emergency Communications Agency for 2001. PROPOSAL NO. 512, 2000. The proposal is the annual budget for Indianapolis and Marion County for 2001. PROPOSAL NO. 552, 2000. The proposal reviews, modifies, and approves the operating and maintenance budget and tax levies of the Indianapolis Airport Authority District. PROPOSAL NO. 553, 2000. The reviews, modifies, and approves the operating and maintenance budget and

tax levies of the Capital Improvement Board of Managers of Marion County. PROPOSAL NO. 554, 2000. The proposal reviews, modifies, and approves the operating and maintenance budget and tax levies of the Health and Hospital Corporation of Marion County. PROPOSAL NO. 555, 2000. The proposal reviews, modifies, and approves the operating and maintenance budget and tax levies of the Indianapolis-Marion County Public Library Board. PROPOSAL NO. 556, 2000. The proposal reviews, modifies, and approves the operating and maintenance budget and tax levies of the Indianapolis Public Transportation Corporation.

William Schneider, former Councillor and resident of Washington Township, stated that the proposed budget for Marion County Office of Family and Children in Proposal No. 510, 2000, includes a property tax levy referred to as County Family Children Property Tax Levy to collect revenue for the Family and Children's Welfare Fund administered by the State. He said that to help finance the State's fund, the Marion County's Family and Children Fund rate is higher than those in other counties. He said that it is unlawful to finance the State Welfare program with real property taxes, where the tax rate varies among the 92 counties. This disparity in property tax rates among the counties violates Article X, Section 1 of the Indiana Constitution, which provides for a uniform and equal rate of property taxation.

Rachel Cooper, citizen and neighborhood leader on the south side, urged the Council to support Proposal No. 506, 2000, which calls for 200 new police officers, which the neighborhoods both need and deserve.

Rosie Stockdale, citizen, urged the Council to support the increased number of police officers in Proposal No. 506, 2000. She said that although statistics say crime is down, the residents do not necessarily feel any safer, and the additional police presence will help to ensure that. She said that the question is not whether or not we can afford additional police, but rather whether or not they are necessary.

Councillor Talley asked when the Public Safety and Criminal Justice Committee will be taking a final vote on the police budget. Councillor Dowden said that the Committee will adhere to the original budget schedule published and will vote on Proposal No. 506, 2000 on September 6, 2000.

PROPOSAL NO. 404, 2000. The proposal, sponsored by Councillor Dowden, approves an increase of \$337,865 in the 2000 Budgets of the County Auditor, Prosecuting Attorney, Marion County Superior Court, and Marion County Public Defender Agency (County General Fund) to increase the Initial Hearing Court staff to alleviate caseload backlogs and jail overcrowding as ordered by the Indiana Supreme Court, financed by fund balances. PROPOSAL NO. 451, 2000. The proposal, sponsored by Councillor Dowden, approves an increase of \$332,764 in the 2000 Budgets of the County Auditor and Marion Superior Court, Probation Division (County General Fund) to provide partial funding for 20 new probation officers, financed by fund balances. Councillor Dowden moved, seconded by Councillor Schneider, to postpone Proposal Nos. 404 and 451, 2000 until December 18, 2000. He said that there remains a great deal of discussion that needs to take place on these proposals. Proposal Nos. 404 and 451, 2000 were postponed by a unanimous voice vote.

PROPOSAL NO. 405, 2000. Councillor Dowden reported that the Public Safety and Criminal Justice Committee heard Proposal No. 405, 2000 on July 21 and August 9, 2000. The proposal approves an increase of \$283,100 in the 2000 Budgets of the County Auditor, Prosecuting Attorney, Marion County Superior Court, and Marion County Public Defender Agency (County General Fund) to fund the transfer of cases from D Felony Courts to the other Major Felony

Courts to assist in diminishing the caseload disparity among the courts as ordered by the Indiana Supreme Court, financed by fund balances. By a 7-0 vote, the Committee reported the proposal to the Council with the recommendation that it do pass as amended.

President SerVaas called for public testimony at 9:02 p.m. There being no one present to testify, Councillor Dowden moved, seconded by Councillor Borst, for adoption. Proposal No. 405, 2000, as amended, was adopted on the following roll call vote; viz:

- 23 YEAS: *Bainbridge, Black, Borst, Boyd, Brents, Cockrum, Conley, Coughenour, Douglas, Dowden, Gibson, Gray, Hinkle, Knox, Langsford, Massie, Moriarty Adams, Nytes, Sanders, SerVaas, Short, Soards, Tilford*
- 0 NAYS:
- 5 NOT VOTING: *Bradford, Coonrod, Horseman, Schneider, Talley*
- 1 ABSENT: *Smith*

Proposal No. 405, 2000, as amended, was retitled FISCAL ORDINANCE NO. 88, 2000, and reads as follows:

CITY-COUNTY FISCAL ORDINANCE NO. 88, 2000

A FISCAL ORDINANCE amending the City-County Annual Budget for 2000 (City-County Fiscal Ordinance No. 98, 1999) appropriating an additional Two Hundred Eighty-three Thousand One Hundred Dollars (\$283,100) in the County General Fund for purposes of the County Auditor, Prosecuting Attorney, Marion County Superior Court, and the Marion County Public Defender Agency, and reducing the unappropriated and unencumbered balance in the County General Fund.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. To provide for expenditures the necessity for which has arisen since the adoption of the annual budget, Section 1.02(b,u,v,cc) of the City-County Annual Budget for 2000 be, and is hereby amended by the increases and reductions hereinafter stated for purposes of the County Auditor, Prosecuting Attorney, Marion County Superior Court, and the Marion County Public Defender Agency to fund the D Felony Court from September through December 2000.

SECTION 2. The sum of Two Hundred Eighty-three Thousand One Hundred Dollars (\$283,100) be, and the same is hereby appropriated for the purposes as shown in Section 3 by reducing the unappropriated balances as shown in Section 4.

SECTION 3. The following additional appropriation is hereby approved:

<u>COUNTY AUDITOR</u>	<u>COUNTY GENERAL FUND</u>
1. Personal Services-fringes	33,372
 <u>MARION COUNTY PUBLIC DEFENDER AGENCY</u>	
1. Personal Services	44,692
2. Supplies	625
3. Other Services and Charges	13,510
4. Capital Outlay	30,000
 <u>PROSECUTING ATTORNEY</u>	
1. Personal Services	44,692
2. Supplies	625
3. Other Services and Charges	13,510
4. Capital Outlay	30,000
 <u>MARION COUNTY SUPERIOR COURT</u>	
1. Personal Services	44,102
2. Supplies	316
3. Other Services and Charges	5,156
4. Capital Outlay	<u>22,500</u>
TOTAL INCREASE	283,100

SECTION 4. The said additional appropriation is funded by the following reductions:

	<u>COUNTY GENERAL FUND</u>
Unappropriated and Unencumbered	
County General Fund	283,100
TOTAL REDUCTION	283,100

SECTION 5. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Councillor Dowden reported that the Public Safety and Criminal Justice Committee heard Proposal Nos. 516-526, 2000 on August 9, 2000. He asked for consent to vote on these proposals together. Consent was given.

PROPOSAL NO. 516, 2000. The proposal approves an increase of \$241,313 in the 2000 Budget of the Prosecuting Attorney (State and Federal Grants Fund) to provide funding for sexual assault examinations by the Centers of Hope (St. Francis, Wishard, Community East, St. Vincent, and Methodist Hospitals) and to pay 5% of the grant manager's salary, funded by a grant from the Indiana Criminal Justice Institute. PROPOSAL NO. 517, 2000. The proposal approves an increase of \$122,932 in the 2000 Budget of the Prosecuting Attorney (State and Federal Grants Fund) to provide continued funding for the operation of the Marion County Family Advocacy Center's Domestic Violence and Protective Order Advocates and to pay 5% of the grant manager's salary, funded by a grant from the Indiana Criminal Justice Institute. PROPOSAL NO. 518, 2000. The proposal approves an increase of \$117,674 in the 2000 Budget of the Prosecuting Attorney (State and Federal Grants Fund) to provide continued funding for the Family Advocacy Center child interviewer position and the family resource coordinator position; to continue funding for Project Safe Families Program; and to pay 5% of the grant manager's salary, funded by a grant from the Indiana Criminal Justice Institute. PROPOSAL NO. 519, 2000. The proposal approves an increase of \$100,061 in the 2000 Budget of the Prosecuting Attorney (State and Federal Grants Fund) to provide continued funding for the Salvation Army Victim Assistance Program and to pay 5% of the grant manager's salary, funded by a grant from the Indiana Criminal Justice Institute. PROPOSAL NO. 520, 2000. The proposal approves an increase of \$53,333 in the 2000 Budget of the Prosecuting Attorney (State and Federal Grants Fund) to continue funding for the Julian Center's domestic violence shelter programs and to pay 5% of the grant manager's salary, funded by an Indiana Criminal Justice Institute grant. PROPOSAL NO. 521, 2000. The proposal approves an increase of \$13,476 in the 2000 Budget of the Prosecuting Attorney (State and Federal Grants Fund) to continue funding of the Family Advocacy Center's Domestic Violence Coordinating Council and to pay 5% of the grant manager's salary, funded by Indiana Criminal Justice Institute's Victim Services. PROPOSAL NO. 522, 2000. The proposal approves an increase of \$335,346 in the 2000 Budgets of the County Auditor and the Prosecuting Attorney (State and Federal Grants Fund) to provide continued funding for the operation of the Prosecutor's Office Victim Advocate and Adult Protective Services Programs, funded by a grant from the Indiana Criminal Justice Institute. PROPOSAL NO. 523, 2000. The proposal approves an increase of \$102,944 in the 2000 Budgets of the County Auditor and the Prosecuting Attorney (State and Federal Grants Fund) to continue the Adult Protective Services for Marion, Hamilton, Boone, and Hendricks Counties, funded by a federal grant. PROPOSAL NO. 524, 2000. The proposal approves an increase of \$10,000 in the 2000 Budgets of the County Auditor and the Prosecuting Attorney (State and Federal Grants Fund) to provide funding for a part-time position to assist with the Street Level Advocacy Program through the Byrne Court/East Washington Street New Approach Anti-Drug Program, funded by a grant from the U.S. Department of Housing and Urban Development. PROPOSAL NO. 525, 2000. The proposal approves an increase of \$50,106 in the 2000 Budget of the Prosecuting Attorney (State and Federal Grants

Fund) to continue funding the operation of the County Prosecutor's Office "A Child's Haven" (a waiting room for children), funded by a grant from Indiana Criminal Justice Institute. PROPOSAL NO. 526, 2000. The proposal approves an increase of \$57,300 in the 2000 Budgets of the County Auditor and the Prosecuting Attorney (State and Federal Grants Fund) to continue funding for a prosecutor and part-time investigator for the Regional Gang Interdiction Program, funded by a grant from the Indiana Criminal Justice Institute. By 7-0 votes, the Committee reported Proposal Nos. 516, 517, 519-521, and 523-526, 2000 to the Council with the recommendation that they do pass and Proposal Nos. 518 and 522, 2000 to the Council with the recommendation that they do pass as amended.

President SerVaas called for public testimony at 9:10 p.m. There being no one present to testify, Councillor Dowden moved, seconded by Councillor Schneider, for adoption. Proposal Nos. 516, 517, 519-521, and 523-526, 2000 and Proposal Nos. 518 and 522, 2000, as amended, were adopted on the following roll call vote; viz:

- 26 YEAS: *Bainbridge, Black, Borst, Boyd, Bradford, Brents, Cockrum, Conley, Coughenour, Douglas, Dowden, Gibson, Gray, Hinkle, Horseman, Knox, Langsford, Massie, Moriarty Adams, Nytes, Sanders, Schneider, SerVaas, Soards, Talley, Tilford*
- 0 NAYS:
- 2 NOT VOTING: *Coonrod, Short*
- 1 ABSENT: *Smith*

Proposal No. 516, 2000 was retitled FISCAL ORDINANCE NO. 89, 2000, and reads as follows:

CITY-COUNTY FISCAL ORDINANCE NO. 89, 2000

A FISCAL ORDINANCE amending the City-County Annual Budget for 2000 (City-County Fiscal Ordinance No. 98, 1999) appropriating an additional Two Hundred Forty-one Thousand Three Hundred Thirteen Dollars (\$241,313) in the State and Federal Grants Fund for purposes of the Prosecuting Attorney and reducing the unappropriated and unencumbered balance in the State and Federal Grants Fund.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. To provide for expenditures the necessity for which has arisen since the adoption of the annual budget, Section 1.02(v) of the City-County Annual Budget for 2000 be, and is hereby amended by the increases and reductions hereinafter stated for purposes of the Prosecuting Attorney to provide funding for sexual assault examinations by the Centers of Hope (St. Francis, Wishard, Community East, St. Vincent, and Methodist Hospitals) and to provide 5% of the grant manager's salary.

SECTION 2. The sum of Two Hundred Forty-one Thousand Three Hundred Thirteen Dollars (\$241,313) be, and the same is hereby appropriated for the purposes as shown in Section 3 by reducing the unappropriated balances as shown in Section 4.

SECTION 3. The following additional appropriation is hereby approved:

<u>PROSECUTING ATTORNEY</u>	<u>STATE AND FEDERAL GRANTS FUND</u>
3. Other Services and Charges	<u>241,313</u>
TOTAL INCREASE	241,313

SECTION 4. The said additional appropriation is funded by the following reductions:

	<u>STATE AND FEDERAL GRANTS FUND</u>
Unappropriated and Unencumbered	
State and Federal Grants Fund	<u>241,313</u>
TOTAL REDUCTION	241,313

SECTION 5. Except to the extent of matching funds, if any, approved in this ordinance, the council does not intend to use the revenues from any local tax regardless of source to supplement or extend the

appropriation for the agencies or projects authorized by this ordinance. The supervisor of the agency or project, or both, and the auditor are directed to notify in writing the city-county council immediately upon receipt of any information that the agency or project is, or may be, reduced or eliminated.

SECTION 6. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Proposal No. 517, 2000 was retitled FISCAL ORDINANCE NO. 90, 2000, and reads as follows:

CITY-COUNTY FISCAL ORDINANCE NO. 90, 2000

A FISCAL ORDINANCE amending the City-County Annual Budget for 2000 (City-County Fiscal Ordinance No. 98, 1999) appropriating an additional One Hundred Twenty-two Thousand Nine Hundred Thirty-two Dollars (\$122,932) in the State and Federal Grants Fund for purposes of the Prosecuting Attorney and reducing the unappropriated and unencumbered balance in the State and Federal Grants Fund.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. To provide for expenditures the necessity for which has arisen since the adoption of the annual budget, Section 1.02(v) of the City-County Annual Budget for 2000 be, and is hereby amended by the increases and reductions hereinafter stated for purposes of the Prosecuting Attorney to provide continued funding for the operation of the Marion County Family Advocacy Center's Domestic Violence and Protective Order Advocates and to pay 5% of the grant manager's salary.

SECTION 2. The sum of One Hundred Twenty-two Thousand Nine Hundred Thirty-two Dollars (\$122,932) be, and the same is hereby appropriated for the purposes as shown in Section 3 by reducing the unappropriated balances as shown in Section 4.

SECTION 3. The following additional appropriation is hereby approved:

<u>PROSECUTING ATTORNEY</u>	<u>STATE AND FEDERAL GRANTS FUND</u>
3. Other Services and Charges	<u>122,932</u>
TOTAL INCREASE	122,932

SECTION 4. The said additional appropriation is funded by the following reductions:

	<u>STATE AND FEDERAL GRANTS FUND</u>
Unappropriated and Unencumbered State and Federal Grants Fund	<u>122,932</u>
TOTAL REDUCTION	122,932

SECTION 5. Except to the extent of matching funds, if any, approved in this ordinance, the council does not intend to use the revenues from any local tax regardless of source to supplement or extend the appropriation for the agencies or projects authorized by this ordinance. The supervisor of the agency or project, or both, and the auditor are directed to notify in writing the city-county council immediately upon receipt of any information that the agency or project is, or may be, reduced or eliminated.

SECTION 6. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Proposal No. 518, 2000, as amended, was retitled FISCAL ORDINANCE NO. 91, 2000, and reads as follows:

CITY-COUNTY FISCAL ORDINANCE NO. 91, 2000

A FISCAL ORDINANCE amending the City-County Annual Budget for 2000 (City-County Fiscal Ordinance No. 98, 1999) appropriating an additional One Hundred Seventeen Thousand Six Hundred Seventy-four Dollars (\$117,674) in the State and Federal Grants Fund for purposes of the Prosecuting Attorney and reducing the unappropriated and unencumbered balance in the State and Federal Grants Fund.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. To provide for expenditures the necessity for which has arisen since the adoption of the annual budget, Section 1.02(v) of the City-County Annual Budget for 2000 be, and is hereby amended by the increases and reductions hereinafter stated for purposes of the Prosecuting Attorney to provide continued funding for the Family Advocacy Center child interviewer position and the family resource coordinator position; to continue funding for Project Safe Families Program; and to pay 5% of the grant manager's salary.

SECTION 2. The sum of One Hundred Seventeen Thousand Six Hundred Seventy-four Dollars (\$117,674) be, and the same is hereby appropriated for the purposes as shown in Section 3 by reducing the unappropriated balances as shown in Section 4.

SECTION 3. The following additional appropriation is hereby approved:

<u>MARION COUNTY PROSECUTOR</u>	<u>STATE AND FEDERAL GRANTS FUND</u>
3. Other Services and Charges	117,674
TOTAL INCREASE	117,674

SECTION 4. The said additional appropriation is funded by the following reductions:

	<u>STATE AND FEDERAL GRANTS FUND</u>
Unappropriated and Unencumbered	
State and Federal Grants Fund	117,674
TOTAL REDUCTION	117,674

SECTION 5. Except to the extent of matching funds, if any, approved in this ordinance, the council does not intend to use the revenues from any local tax regardless of source to supplement or extend the appropriation for the agencies or projects authorized by this ordinance. The supervisor of the agency or project, or both, and the auditor are directed to notify in writing the city-county council immediately upon receipt of any information that the agency or project is, or may be, reduced or eliminated.

SECTION 6. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Proposal No. 519, 2000 was retitled FISCAL ORDINANCE NO. 92, 2000, and reads as follows:

CITY-COUNTY FISCAL ORDINANCE NO. 92, 2000

A FISCAL ORDINANCE amending the City-County Annual Budget for 2000 (City-County Fiscal Ordinance No. 98, 1999) appropriating an additional One Hundred Thousand Sixty-one Dollars (\$100,061) in the State and Federal Grants Fund for purposes of the Prosecuting Attorney and reducing the unappropriated and unencumbered balance in the State and Federal Grants Fund.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. To provide for expenditures the necessity for which has arisen since the adoption of the annual budget, Section 1.02(v) of the City-County Annual Budget for 2000 be, and is hereby amended by the increases and reductions hereinafter stated for purposes of the Prosecuting Attorney to continue funding for the Salvation Army Victim Assistance Program and to provide 5% of the grant manager's salary.

SECTION 2. The sum of One Hundred Thousand Sixty-one Dollars (\$100,061) be, and the same is hereby appropriated for the purposes as shown in Section 3 by reducing the unappropriated balances as shown in Section 4.

SECTION 3. The following additional appropriation is hereby approved:

<u>PROSECUTING ATTORNEY</u>	<u>STATE AND FEDERAL GRANTS FUND</u>
3. Other Services and Charges	100,061
TOTAL INCREASE	100,061

SECTION 4. The said additional appropriation is funded by the following reductions:

	<u>STATE AND FEDERAL GRANTS FUND</u>
Unappropriated and Unencumbered	
State and Federal Grants Fund	<u>100,061</u>
TOTAL REDUCTION	100,061

SECTION 5. Except to the extent of matching funds, if any, approved in this ordinance, the council does not intend to use the revenues from any local tax regardless of source to supplement or extend the appropriation for the agencies or projects authorized by this ordinance. The supervisor of the agency or project, or both, and the auditor are directed to notify in writing the city-county council immediately upon receipt of any information that the agency or project is, or may be, reduced or eliminated.

SECTION 6. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Proposal No. 520, 2000 was retitled FISCAL ORDINANCE NO. 93, 2000, and reads as follows:

CITY-COUNTY FISCAL ORDINANCE NO. 93, 2000

A FISCAL ORDINANCE amending the City-County Annual Budget for 2000 (City-County Fiscal Ordinance No. 98, 1999) appropriating an additional Fifty-three Thousand Three Hundred Thirty-three Dollars (\$53,333) in the State and Federal Grants Fund for purposes of the Prosecuting Attorney and reducing the unappropriated and unencumbered balance in the State and Federal Grants Fund.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. To provide for expenditures the necessity for which has arisen since the adoption of the annual budget, Section 1.02(v) of the City-County Annual Budget for 2000 be, and is hereby amended by the increases and reductions hereinafter stated for purposes of the Prosecuting Attorney to continue funding for the Julian Center's domestic violence shelter programs and to pay 5% of the grant manager's salary.

SECTION 2. The sum of Fifty-three Thousand Three Hundred Thirty-three Dollars (\$53,333) be, and the same is hereby appropriated for the purposes as shown in Section 3 by reducing the unappropriated balances as shown in Section 4.

SECTION 3. The following additional appropriation is hereby approved:

<u>PROSECUTING ATTORNEY</u>	<u>STATE AND FEDERAL GRANTS FUND</u>
3. Other Services and Charges	<u>53,333</u>
TOTAL INCREASE	53,333

SECTION 4. The said additional appropriation is funded by the following reductions:

	<u>STATE AND FEDERAL GRANTS FUND</u>
Unappropriated and Unencumbered	
State and Federal Grants Fund	<u>53,333</u>
TOTAL REDUCTION	53,333

SECTION 5. Except to the extent of matching funds, if any, approved in this ordinance, the council does not intend to use the revenues from any local tax regardless of source to supplement or extend the appropriation for the agencies or projects authorized by this ordinance. The supervisor of the agency or project, or both, and the auditor are directed to notify in writing the city-county council immediately upon receipt of any information that the agency or project is, or may be, reduced or eliminated.

SECTION 6. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Proposal No. 521, 2000 was retitled FISCAL ORDINANCE NO. 94, 2000, and reads as follows:

CITY-COUNTY FISCAL ORDINANCE NO. 94, 2000

A FISCAL ORDINANCE amending the City-County Annual Budget for 2000 (City-County Fiscal Ordinance No. 98, 1999) appropriating an additional Thirteen Thousand Four Hundred Seventy-six Dollars (\$13,476) in the State and Federal Grants Fund for purposes of the Prosecuting Attorney and reducing the unappropriated and unencumbered balance in the State and Federal Grants Fund.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. To provide for expenditures the necessity for which has arisen since the adoption of the annual budget, Section 1.02(v) of the City-County Annual Budget for 2000 be, and is hereby amended by the increases and reductions hereinafter stated for purposes of the Prosecuting Attorney to continue funding for the Family Advocacy Center's Domestic Violence Coordinating Council and to pay 5% of the grant manager's salary.

SECTION 2. The sum of Thirteen Thousand Four Hundred Seventy-six Dollars (\$13,476) be, and the same is hereby appropriated for the purposes as shown in Section 3 by reducing the unappropriated balances as shown in Section 4.

SECTION 3. The following additional appropriation is hereby approved:

<u>PROSECUTING ATTORNEY</u>	<u>STATE AND FEDERAL GRANTS FUND</u>
3. Other Services and Charges	13,476
TOTAL INCREASE	13,476

SECTION 4. The said additional appropriation is funded by the following reductions:

	<u>STATE AND FEDERAL GRANTS FUND</u>
Unappropriated and Unencumbered State and Federal Grants Fund	13,476
TOTAL REDUCTION	13,476

SECTION 5. Except to the extent of matching funds, if any, approved in this ordinance, the council does not intend to use the revenues from any local tax regardless of source to supplement or extend the appropriation for the agencies or projects authorized by this ordinance. The supervisor of the agency or project, or both, and the auditor are directed to notify in writing the city-county council immediately upon receipt of any information that the agency or project is, or may be, reduced or eliminated.

SECTION 6. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Proposal No. 522, 2000, as amended, was retitled FISCAL ORDINANCE NO. 95, 2000, and reads as follows:

CITY-COUNTY FISCAL ORDINANCE NO. 95, 2000

A FISCAL ORDINANCE amending the City-County Annual Budget for 2000 (City-County Fiscal Ordinance No. 98, 1999) appropriating an additional Three Hundred Thirty-five Thousand Three Hundred Forty-six Dollars (\$335,346) in the State and Federal Grants Fund for purposes of the County Auditor and the Prosecuting Attorney and reducing the unappropriated and unencumbered balance in the State and Federal Grants Fund.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. To provide for expenditures the necessity for which has arisen since the adoption of the annual budget, Section 1.02(b,v) of the City-County Annual Budget for 2000 be, and is hereby amended by the increases and reductions hereinafter stated for purposes of the County Auditor and the Prosecuting Attorney to provide continued funding for the operation for the Prosecutor's Office Victim Advocate and Adult Protective Services Programs.

SECTION 2. The sum of Three Hundred Thirty-five Thousand Three Hundred Forty-six Dollars (\$335,346) be, and the same is hereby appropriated for the purposes as shown in Section 3 by reducing the unappropriated balances as shown in Section 4.

SECTION 3. The following additional appropriation is hereby approved:

<u>COUNTY AUDITOR</u>	<u>STATE AND FEDERAL GRANTS FUND</u>
1. Personal Services - fringes	61,623
<u>PROSECUTING ATTORNEY</u>	
1. Personal Services	246,491
2. Supplies	2,000
3. Other Services and Charges	17,232
4. Capital Outlay	8,000
TOTAL INCREASE	335,346

SECTION 4. The said additional appropriation is funded by the following reductions:

	<u>STATE AND FEDERAL GRANTS FUND</u>
Unappropriated and Unencumbered	
State and Federal Grants Fund	335,346
TOTAL REDUCTION	335,346

SECTION 5. Except to the extent of matching funds, if any, approved in this ordinance, the council does not intend to use the revenues from any local tax regardless of source to supplement or extend the appropriation for the agencies or projects authorized by this ordinance. The supervisor of the agency or project, or both, and the auditor are directed to notify in writing the city-county council immediately upon receipt of any information that the agency or project is, or may be, reduced or eliminated.

SECTION 6. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Proposal No. 523, 2000 was retitled FISCAL ORDINANCE NO. 96, 2000, and reads as follows:

CITY-COUNTY FISCAL ORDINANCE NO. 96, 2000

A FISCAL ORDINANCE amending the City-County Annual Budget for 2000 (City-County Fiscal Ordinance No. 98, 1999) appropriating an additional One Hundred Two Thousand Nine Hundred Forty-four Dollars (\$102,944) in the State and Federal Grants Fund for purposes of the County Auditor and the Prosecuting Attorney and reducing the unappropriated and unencumbered balance in the State and Federal Grants Fund.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. To provide for expenditures the necessity for which has arisen since the adoption of the annual budget, Section 1.02(b,v) of the City-County Annual Budget for 2000 be, and is hereby amended by the increases and reductions hereinafter stated for purposes of the County Auditor and the Prosecuting Attorney to continue the Adult Protective Services for Marion, Hamilton, Boone, and Hendricks Counties.

SECTION 2. The sum of One Hundred Two Thousand Nine Hundred Forty-four Dollars (\$102,944) and the same is hereby appropriated for the purposes as shown in Section 3 by reducing the unappropriated balances as shown in Section 4.

SECTION 3. The following additional appropriation is hereby approved:

<u>COUNTY AUDITOR</u>	<u>STATE AND FEDERAL GRANTS FUND</u>
1. Personal Services - fringes	20,569
<u>PROSECUTING ATTORNEY</u>	
1. Personal Services	82,375
TOTAL INCREASE	102,944

SECTION 4. The said additional appropriation is funded by the following reductions:

	<u>STATE AND FEDERAL GRANTS FUND</u>
Unappropriated and Unencumbered	
State and Federal Grants Fund	102,944
TOTAL REDUCTION	102,944

SECTION 5. Except to the extent of matching funds, if any, approved in this ordinance, the council does not intend to use the revenues from any local tax regardless of source to supplement or extend the appropriation for the agencies or projects authorized by this ordinance. The supervisor of the agency or project, or both, and the auditor are directed to notify in writing the city-county council immediately upon receipt of any information that the agency or project is, or may be, reduced or eliminated.

SECTION 6. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Proposal No. 524, 2000 was retitled FISCAL ORDINANCE NO. 97, 2000, and reads as follows:

CITY-COUNTY FISCAL ORDINANCE NO. 97, 2000

A FISCAL ORDINANCE amending the City-County Annual Budget for 2000 (City-County Fiscal Ordinance No. 98, 1999) appropriating an additional Ten Thousand Dollars (\$10,000) in the State and Federal Grants Fund for purposes of the County Auditor and the Prosecuting Attorney and reducing the unappropriated and unencumbered balance in the State and Federal Grants Fund.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. To provide for expenditures the necessity for which has arisen since the adoption of the annual budget, Section 1.02(b,v) of the City-County Annual Budget for 2000 be, and is hereby amended by the increases and reductions hereinafter stated for purposes of the County Auditor and the Prosecuting Attorney to provide funding for a part-time position to assist with the Street Level Advocacy Program through the Byrne Court/East Washington Street New approach Anti-Drug Program.

SECTION 2. The sum of Ten Thousand Dollars (\$10,000) be, and the same is hereby appropriated for the purposes as shown in Section 3 by reducing the unappropriated balances as shown in Section 4.

SECTION 3. The following additional appropriation is hereby approved:

<u>COUNTY AUDITOR</u>	<u>STATE AND FEDERAL GRANTS FUND</u>
1. Personal Services	2,000
<u>MARION COUNTY PROSECUTOR</u>	
1. Personal Services	8,000
TOTAL INCREASE	10,000

SECTION 4. The said additional appropriation is funded by the following reductions:

	<u>STATE AND FEDERAL GRANTS FUND</u>
Unappropriated and Unencumbered	
State and Federal Grants Fund	10,000
TOTAL REDUCTION	10,000

SECTION 5. Except to the extent of matching funds, if any, approved in this ordinance, the council does not intend to use the revenues from any local tax regardless of source to supplement or extend the appropriation for the agencies or projects authorized by this ordinance. The supervisor of the agency or project, or both, and the auditor are directed to notify in writing the city-county council immediately upon receipt of any information that the agency or project is, or may be, reduced or eliminated.

SECTION 6. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Proposal No. 525, 2000 was retitled FISCAL ORDINANCE NO. 98, 2000, and reads as follows:

CITY-COUNTY FISCAL ORDINANCE NO. 98, 2000

A FISCAL ORDINANCE amending the City-County Annual Budget for 2000 (City-County Fiscal Ordinance No. 98, 1999) appropriating an additional Fifty Thousand One Hundred Six Dollars (\$50,106) in the State and Federal Grants Fund for purposes of the Prosecuting Attorney and reducing the unappropriated and unencumbered balance in the State and Federal Grants Fund.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. To provide for expenditures the necessity for which has arisen since the adoption of the annual budget, Section 1.02(v) of the City-County Annual Budget for 2000 be, and is hereby amended by the increases and reductions hereinafter stated for purposes of the Prosecuting Attorney to continue funding the operation of the County Prosecutor's Office "A Child's Haven" (a waiting room for children).

SECTION 2. The sum of Fifty Thousand One Hundred Six Dollars(\$50,106) be, and the same is hereby appropriated for the purposes as shown in Section 3 by reducing the unappropriated balances as shown in Section 4.

SECTION 3. The following additional appropriation is hereby approved:

<u>PROSECUTING ATTORNEY</u>	<u>STATE AND FEDERAL GRANTS FUND</u>
3. Other Services and Charges	50,106
TOTAL INCREASE	50,106

SECTION 4. The said additional appropriation is funded by the following reductions:

	<u>STATE AND FEDERAL GRANTS FUND</u>
Unappropriated and Unencumbered	
State and Federal Grants Fund	50,106
TOTAL REDUCTION	50,106

SECTION 5. Except to the extent of matching funds, if any, approved in this ordinance, the council does not intend to use the revenues from any local tax regardless of source to supplement or extend the appropriation for the agencies or projects authorized by this ordinance. The supervisor of the agency or project, or both, and the auditor are directed to notify in writing the city-county council immediately upon receipt of any information that the agency or project is, or may be, reduced or eliminated.

SECTION 6. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Proposal No. 526, 2000 was retitled FISCAL ORDINANCE NO. 99, 2000, and reads as follows:

CITY-COUNTY FISCAL ORDINANCE NO. 99, 2000

A FISCAL ORDINANCE amending the City-County Annual Budget for 2000 (City-County Fiscal Ordinance No. 98, 1999) appropriating an additional Fifty-seven Thousand Three Hundred Dollars (\$57,300) in the State and Federal Grants Fund for purposes of the County Auditor and the Prosecuting Attorney and reducing the unappropriated and unencumbered balance in the State and Federal Grants Fund.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. To provide for expenditures the necessity for which has arisen since the adoption of the annual budget, Section 1.02(b,v) of the City-County Annual Budget for 2000 be, and is hereby amended by the increases and reductions hereinafter stated for purposes of the County Auditor and the Prosecuting Attorney to continue funding of a prosecutor and part-time investigator for the Regional Gang Interdiction Program.

SECTION 2. The sum of Fifty-seven Thousand Three Hundred Dollars (\$57,300) and the same is hereby appropriated for the purposes as shown in Section 3 by reducing the unappropriated balances as shown in Section 4.

SECTION 3. The following additional appropriation is hereby approved:

<u>COUNTY AUDITOR</u>	<u>STATE AND FEDERAL GRANTS FUND</u>
I. Personal Services - fringes	7,300
<u>PROSECUTING ATTORNEY</u>	
I. Personal Services	50,000
TOTAL INCREASE	57,300

SECTION 4. The said additional appropriation is funded by the following reductions:

	<u>STATE AND FEDERAL GRANTS FUND</u>
Unappropriated and Unencumbered	
State and Federal Grants Fund	57,300
TOTAL REDUCTION	57,300

SECTION 5. Except to the extent of matching funds, if any, approved in this ordinance, the council does not intend to use the revenues from any local tax regardless of source to supplement or extend the appropriation for the agencies or projects authorized by this ordinance. The supervisor of the agency or project, or both, and the auditor are directed to notify in writing the city-county council immediately upon receipt of any information that the agency or project is, or may be, reduced or eliminated.

SECTION 6. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

PROPOSAL NO. 462, 2000. Councillor Coonrod reported that the Administration and Finance Committee heard Proposal No. 462, 2000 on August 8, 2000. The proposal, sponsored by Councillors Coonrod and Talley, approves an increase of \$974,000 and a transfer of \$1,862,000 in the 2000 Budget of the Department of Administration, Fleet Services Division (Consolidated County Fund) to cover increased fuel costs, financed by a transfer and a reduction in fund balances. By an 8-0 vote, the Committee reported the proposal to the Council with the recommendation that it do pass.

President SerVaas called for public testimony at 9:12 p.m. There being no one present to testify, Councillor Coonrod moved, seconded by Councillor Talley, for adoption. Proposal No. 462, 2000 was adopted on the following roll call vote; viz:

28 YEAS: *Bainbridge, Black, Borst, Boyd, Bradford, Brents, Cockrum, Conley, Coonrod, Coughenour, Douglas, Dowden, Gibson, Gray, Hinkle, Horseman, Knox, Langsford, Massie, Moriarty Adams, Nyles, Sanders, Schneider, SerVaas, Short, Soards, Talley, Tilford*
0 NAYS:
1 ABSENT: *Smith*

Proposal No. 462, 2000 was retitled FISCAL ORDINANCE NO. 100, 2000, and reads as follows:

CITY-COUNTY FISCAL ORDINANCE NO. 100, 2000

A FISCAL ORDINANCE amending the City-County Annual Budget for 2000 (City-County Fiscal Ordinance No. 98, 1999) transferring and appropriating an additional Two Million Eight Hundred Thirty-six Thousand Dollars (\$2,836,000) in the Consolidated County Fund for purposes of the Department of Administration, Fleet Services Division, and reducing the unappropriated and unencumbered balance in the Consolidated County Fund, and reducing certain other appropriations for that division.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. To provide for expenditures the necessity for which has arisen since the adoption of the annual budget, Section 1.01(i) of the City-County Annual Budget for 2000 be, and is hereby amended by the increases and reductions hereinafter stated for purposes of the Department of Administration, Fleet

Services Division, to cover the increased cost of vehicle fuels used by all city vehicles and various other customers of Indianapolis Fleet Services Division.

SECTION 2. The sum of Two Million Eight Hundred Thirty-six Thousand Dollars (\$2,836,000) be, and the same is hereby appropriated and transferred for the purposes as shown in Section 3 by reducing the unappropriated balances and the accounts as shown in Section 4.

SECTION 3. The following additional appropriation is hereby approved:

<u>DEPARTMENT OF ADMINISTRATION</u>	
<u>INDIANAPOLIS FLEET SERVICES DIVISION</u>	<u>CONSOLIDATED COUNTY FUND</u>
2. Supplies	2,836,000
TOTAL INCREASE	2,836,000

SECTION 4. The said additional appropriation is funded by the following reductions:

<u>DEPARTMENT OF ADMINISTRATION</u>	
<u>INDIANAPOLIS FLEET SERVICES DIVISION</u>	<u>CONSOLIDATED COUNTY FUND</u>
5. Internal Charges	1,862,000
TOTAL DECREASE	1,862,000

CONSOLIDATED COUNTY FUND

Unappropriated and Unencumbered	
Consolidated County Fund	974,000
TOTAL REDUCTION	974,000

SECTION 5. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

SPECIAL ORDERS - UNFINISHED BUSINESS

PROPOSAL NO. 293, 2000. The proposal, sponsored by Councillor Coughenour, requests that the Mayor, before signing any legally binding document in connection with the proposed NPDES permits, provide such document for the Council's review and comment. Councillor Coughenour moved, seconded by Councillor Massie, to return Proposal No. 293, 2000 to the Rules and Public Policy Committee. Proposal No. 293, 2000 was returned to committee by a unanimous voice vote.

SPECIAL ORDERS - FINAL ADOPTION

PROPOSAL NO. 447, 2000. Councillor Dowden reported that the Public Safety and Criminal Justice Committee heard Proposal No. 447, 2000 on July 12 and August 16, 2000. The proposal, sponsored by Councillors Coonrod and Talley, requests to fund MECA operations in calendar year 2001 with County Option Income Tax revenue in the amount of \$2,750,000. By a 6-0 vote, the Committee reported the proposal to the Council with the recommendation that it do pass. Councillor Dowden moved, seconded by Councillor Borst, for adoption. Proposal No. 447, 2000 was adopted on the following roll call vote; viz:

27 YEAS: Bainbridge, Black, Borst, Boyd, Brents, Cockrum, Conley, Coonrod, Coughenour, Douglas, Dowden, Gibson, Gray, Hinkle, Horseman, Knox, Langsford, Massie, Moriarty, Adams, Nytes, Sanders, Schneider, SerVaas, Short, Soards, Talley, Tilford
 0 NAYS:
 1 NOT VOTING: Bradford
 1 ABSENT: Smith

Proposal No. 447, 2000 was retitled SPECIAL ORDINANCE NO. 10, 2000, and reads as follows:

CITY-COUNTY SPECIAL ORDINANCE NO. 10, 2000

A SPECIAL ORDINANCE election to fund MECA in 2001 with County Option Income Tax (COIT) Revenues.

WHEREAS, IC 36-8-15-19(b) provides that the City-County Council may elect to fund the operation of a public safety communications system and computer facilities special taxing district from part of the certified distribution the county is to receive during a particular calendar year under IC 6-3.5-6-17, and

WHEREAS, the Marion County Metropolitan Emergency Communications Agency ("MECA") is the governing body of the Consolidated City of Indianapolis and Marion County public safety communications system and computer facilities district ("District"); and

WHEREAS, to make such an election for 2001, the City-County Council, prior to September 1, 2000, must pass an ordinance specifying the amount of the certified distribution to be used to fund the District; now, therefore:

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The City-County Council hereby elects to fund the operation of the District through MECA in 2001 from part of the certified distribution the county is to receive under IC 6-3.5-6-17.

SECTION 2. The amount of the certified distribution to be used for this purpose is \$2,750,000.

SECTION 3. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

PROPOSAL NO. 459, 2000. Councillor Borst reported as Acting Chairman of the Committee hearing that the Rules and Public Policy Committee heard Proposal No. 459, 2000 on August 8, 2000. The proposal, sponsored by Councillor Massie, approves a public purpose grant in the amount of \$25,000 to Central Indiana Radio Reading, Inc. for the purpose of providing radio reading programs for the blind and print-disabled in Marion County. By a 7-0 vote, the Committee reported the proposal to the Council with the recommendation that it do pass. Councillor Borst moved, seconded by Councillor Massie, for adoption. Proposal No. 459, 2000 was adopted on the following roll call vote; viz:

23 YEAS: *Bainbridge, Black, Borst, Boyd, Brents, Cockrum, Conley, Coonrod, Coughenour, Douglas, Dowden, Gibson, Hinkle, Horseman, Knox, Massie, Moriarty Adams, Nytes, Sanders, SerVaas, Short, Talley, Tilford*
0 NAYS:
5 NOT VOTING: *Bradford, Gray, Langsford, Schneider, Soards*
1 ABSENT: *Smith*

Proposal No. 459, 2000 was retitled SPECIAL RESOLUTION NO. 70, 2000, and reads as follows:

CITY-COUNTY SPECIAL RESOLUTION NO. 70, 2000

A SPECIAL RESOLUTION approving a public purpose grant to Central Indiana Radio Reading (CIRRI), a division of Metropolitan Indianapolis Public Broadcasting, Inc., in the amount of \$25,000 for the purpose of providing radio reading programs for the blind and print-disabled in Marion County, Indiana.

WHEREAS, the Cable Franchise Board for the City of Indianapolis and Marion County proposes to authorize a public purpose grant in the amount of \$25,000 to Central Indiana Radio Reading, a division of Metropolitan Indianapolis Public Broadcasting, Inc., to provide radio reading programs for the blind and print-disabled in Marion County, Indiana, (the Grant); and

WHEREAS, Section 181-703 of the Code of the Indianapolis and Marion County, Indiana, requires that all public purpose grants shall be subject to appropriation by the City-County Council, and the Grant was appropriated by City-County Fiscal Ordinance No. 98, 1999, Annual Budget and Tax Levies for the Consolidated City of Indianapolis and for Marion County, Indiana; and

WHEREAS, Section 4.01(c) of City-County Fiscal Ordinance No. 98, 1999, Annual Budget and Tax Levies for the Consolidated City of Indianapolis and for Marion County, Indiana, requires that sums appropriated therein for public purpose grants shall not be spent until the City-County Council of the City of Indianapolis and of Marion County, Indiana, approves the amount and identity of the recipient of each grant; and

WHEREAS, the Council now finds that the Grant should be approved; now, therefore:

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The Grant in the amount of \$25,000 to Central Indiana Radio Reading, a division of Metropolitan Indianapolis Public Broadcasting, Inc., is hereby approved. No grant funds shall be used in whole or in part to fund any program which endorses a political candidate or which attempts to promote or influence legislation.

SECTION 2. This resolution shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

Councillor Massie asked for consent to move Proposal No. 549, 2000 out of pending and onto the agenda for consideration this evening. He stated that the Rules and Public Policy Committee heard Proposal No. 549, 2000 on August 28, 2000. Consent was given.

PROPOSAL NO. 549, 2000. The proposal approves the transfer of control of ownership of Time Warner Entertainment-Advance Newhouse Partnership, a cable system franchise, from Time Warner, Inc. to AOL-TimeWarner, Inc. By a 7-0 vote, the Committee reported the proposal to the Council with the recommendation that it do pass. Councillor Massie moved, seconded by Councillor Borst, for adoption. Proposal No. 549, 2000 was adopted on the following roll call vote; viz:

25 YEAS: *Bainbridge, Black, Borst, Boyd, Bradford, Brents, Cockrum, Conley, Coonrod, Coughenour, Douglas, Dowden, Gibson, Hinkle, Horseman, Knox, Lamgsford, Massie, Moriarty Adams, Nytes, Sanders, SerVaas, Short, Talley, Tilford*

0 NAYS:

3 NOT VOTING: *Gray, Schneider, Soards*

1 ABSENT: *Smith*

Proposal No. 549, 2000 was retitled SPECIAL ORDINANCE NO. 11, 2000, and reads as follows:

CITY-COUNTY SPECIAL ORDINANCE NO. 11, 2000

A SPECIAL ORDINANCE approving the transfer of control of Time Warner Entertainment-Advance Newhouse Partnership Cable Television Franchise to AOL Time Warner, Inc.

WHEREAS, Time Warner Entertainment-Advance/Newhouse Partnership (TWEAN) currently owns and operates the cable television system (the System) in the Consolidated City of Indianapolis, Indiana (the City) in accordance with the terms of a Franchise Agreement dated September 12, 1996, between TWEAN and the City (as amended to date, (the TWEAN Franchise); and

WHEREAS, TWEAN is a subsidiary of Time Warner, Inc. (TWI); and

WHEREAS, TWI and America Online, Inc. (AOL) have entered into an Agreement and Plan of Merger (Plan of Merger) dated as of January 10, 2000, in which TWI and AOL will become wholly owned subsidiaries of a new company, AOL Time Warner, Inc. (the Transaction); and

August 28, 2000

WHEREAS, TWEAN has requested consent by the City to the Transaction in accordance with the requirements of the Franchise Agreement and Section 851-254 of the Revised Code of Indianapolis and Marion County (Revised Code) and have filed an FCC Form 394 (the Transfer Application) with the City, and

WHEREAS, the Indianapolis-Marion County Cable Franchise Board (Board) has reviewed the Transfer Application and additional information submitted by TWEAN, examined the legal, financial and technical qualifications of AOL Time Warner, Inc., considered the Transfer Application and other information listed in Section 851-254 of the Revised Code, and considered the comments given by interested parties; and

WHEREAS, the TWEAN Franchise is in full force and effect without default thereunder by TWEAN as of the date hereof in accordance with its terms and conditions as set forth therein and TWEAN has agreed to comply with the terms and conditions of the its Franchise and applicable law from and after the completion of the transfer; and

WHEREAS, TWEAN has represented to the Board that TWEAN will continue the financial and community involvement of TWEAN; and

WHEREAS, on February 22, 2000, the Board adopted Resolution 2, 2000, which recommended to the City-County the approval of a transfer and the adoption of an ordinance authorizing the transfer of the TWEAN Franchise to Comcast Cablevision of Indianapolis, L.P. (Comcast); and

WHEREAS, on March 20, 2000, the City-County Council adopted City County Special Ordinance No. 2, 2000 which authorized the transfer of the TWEAN Franchise to Comcast; and

WHEREAS, Comcast has consented to the Board's consideration of the Transfer Application by the Board in addition to the transfer of the TWEAN Franchise to Comcast; and

WHEREAS, the Board believes it is in the interest of the City to approve the Transfer Application and the transfer of control of the TWEAN Franchise to AOL Time Warner, Inc., and in accordance with resolutions adopted by the Board;
Now therefore;

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. The Council accepts the recommendation of the Cable Franchise Board and consents to the Transaction, in accordance with the TWEAN Franchise.

SECTION 2. The City confirms that (a) the TWEAN Franchise was properly granted to TWEAN, (b) the TWEAN Franchise represents the entire understanding of the parties and TWEAN has no obligations to the City other than those specifically stated in the TWEAN Franchise, and (c) TWEAN is materially in compliance with the provisions of the TWEAN Franchise and there exists no fact or circumstance known to the City which constitutes or which, with the passage of time or the giving of notice or both, would constitute a material default or breach under the TWEAN Franchise or would allow the City to cancel or terminate the rights thereunder, except upon the expiration of the full term of the TWEAN Franchise.

SECTION 3. This Ordinance shall be deemed effective for purposes of the Transaction upon the consummation of the transactions contemplated by the Plan of Merger, and delivery of a certification of transfer of control to the Clerk of the City-County Council.

SECTION 4. Nothing in this Ordinance shall be construed to supercede or repeal the provisions of City-County Special Ordinance No. 2, 2000 or prohibit the transfer of the TWEAN Franchise to Comcast Cablevision of Indianapolis, L.P., as provided in City-County Special Ordinance No. 2, 2000.

SECTION 5. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14; provided, if the certification of transfer of control is not delivered by December 31, 2000, this ordinance shall expire and be void.

PROPOSAL NO. 513, 2000. Councillor Coonrod reported that the Administration and Finance Committee heard Proposal No. 513, 2000 on August 8, 2000. The proposal, sponsored by Councillors Coonrod and Sanders, retains in the Office of Corporation Counsel the powers and duties regarding collections, but not as a separate division, and makes technical corrections to the

Code regarding the Ordinance Violations Bureau. By an 8-0 vote, the Committee reported the proposal to the Council with the recommendation that it do pass. Councillor Coonrod moved, seconded by Councillor Sanders, for adoption. Proposal No. 513, 2000 was adopted on the following roll call vote; viz:

27 YEAS: *Bainbridge, Black, Borst, Boyd, Bradford, Brents, Cockrum, Conley, Coonrod, Coughenour, Douglas, Dowden, Gibson, Gray, Hinkle, Horseman, Knox, Langsford, Massie, Moriarty Adams, Nytes, Sanders, Schneider, SerVaas, Soards, Talley, Tilford*
0 NAYS:
1 NOT VOTING: *Short*
1 ABSENT: *Smith*

Proposal No. 513, 2000 was retitled GENERAL ORDINANCE NO. 102, 2000, and reads as follows:

CITY-COUNTY GENERAL ORDINANCE NO. 102, 2000

PROPOSAL FOR A GENERAL ORDINANCE to provide that the powers and duties regarding collections be retained in the office of corporation counsel, but not as a separate division, and to make technical corrections to the Code regarding the ordinance violations bureau.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE
CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. Sections 202-104 through 202-107, inclusive, of the "Revised Code of the Consolidated City and County," regarding the collections division of the office of corporation counsel and the ordinance violations bureau, hereby are amended by the deletion of the language which is stricken-through, and by the addition of the language which is underscored, to read as follows:

Sec. 202-104. ~~Collections division~~ Additional powers and duties—collections.

The office of corporation counsel shall ~~include a collections division, the~~ have additional powers and duties with respect to collections, of which shall include:

- (1) Acting as the agent in collecting receivables of any nature for city departments or divisions or county offices. Any such department, division or office may, at its option, request the assistance of the ~~collections division~~ corporation counsel in establishing collection procedures and in pursuing any outstanding receivables;
- (2) Establishing such collection procedures as may be in the best interest of the city and the county;
- (3) Collecting from debtors owing receivables to any department, division or office of the city or county the costs of such collection activities, on behalf of the ~~collections division~~ corporation counsel and such department, division or office, as allowed by law; and
- (4) Contracting with collection agencies and such other service providers as the corporation counsel deems appropriate to pursue the purposes of ~~the division; and this section.~~
- (5) ~~Exercising any other powers which may be granted by statute or ordinance or delegated by the mayor.~~

Sec. 202-105. Additional powers and duties—ordinance violations bureau.

(a) An ordinance violations bureau is established within the ~~collections division of the~~ office of corporation counsel for purposes authorized by ~~chapter 3 of article 6 of title 33 of the Indiana Code (IC Chapter 33-6-3).~~

(b) The bureau shall be administered by a violations clerk appointed by and serving at the pleasure of the corporation counsel.

(c) The bureau shall be responsible for processing ordinance violations which are enforced pursuant to the procedures set forth in Chapter 103, Article III, of the Code.

~~Sec. 202-106. Administration of ordinance violations bureau.~~

~~The ordinance violations bureau shall be administered by a violations clerk appointed by and serving at the pleasure of the corporation counsel.~~

~~Sec. 202-107. Duties of ordinance violations bureau.~~

~~The ordinance violations bureau shall be responsible for processing Code and ordinance violations which are enforced pursuant to the procedures set forth in article III of chapter 103 of this Code and for those duties transferred as successor to the traffic violations bureau existing under chapter 29 of the Code.~~

SECTION 2. Section 271-401 of the "Revised Code of the Consolidated City and County," regarding the parking management division of the department of capital asset management, hereby is amended by the deletion of the language which is stricken-through, and by the addition of the language which is underscored, to read as follows:

Sec. 271-401. Parking management division.

The parking management division shall:

- (1) Establish under one (1) management unit all parking operations in the consolidated city;
- (2) Develop, implement and manage the installation, operation and maintenance of parking meters within the jurisdiction of the consolidated city;
- (3) Provide personnel to supplement department of public safety officers in the enforcement of ordinances pertaining to parking meter and other ordinance violations as directed by the department of public safety;
- ~~(4) Manage and operate the ordinance violations bureau established in accordance with section 271-521, 271-522 and 271-523 of this Code;~~
- ~~(5) Establish and operate an ordinance violations processing section within the ordinance violations bureau to assist in the timely processing of all unpaid citations;~~
- ~~(6) Maintain management and statistical information of all parking operations in the consolidated city; and~~
- ~~(7) Exercise any other powers which may be granted by statute or ordinance or delegated by the mayor.~~

SECTION 3. The expressed or implied repeal or amendment by this ordinance of any other ordinance or part of any other ordinance does not affect any rights or liabilities accrued, penalties incurred, or proceedings begun prior to the effective date of this ordinance. Those rights, liabilities, and proceedings are continued, and penalties shall be imposed and enforced under the repealed or amended ordinance as if this ordinance had not been adopted.

SECTION 4. Should any provision (section, paragraph, sentence, clause, or any other portion) of this ordinance be declared by a court of competent jurisdiction to be invalid for any reason, the remaining provision or provisions shall not be affected, if and only if such remaining provisions can, without the invalid provision or provisions, be given the effect intended by the Council in adopting this ordinance. To this end the provisions of this ordinance are severable.

SECTION 5. This ordinance shall be in effect on and after January 1, 2001, and compliance with Ind. Code § 36-3-4-14.

PROPOSAL NO. 531, 2000. Councillor Dowden reported that the Public Safety and Criminal Justice Committee heard Proposal No. 531, 2000 on August 9, 2000. The proposal amends the Code concerning leave allowances for firefighters or police officers. By a 6-0 vote, the

Committee reported the proposal to the Council with the recommendation that it do pass as amended.

Councillor Langsford stated that he will abstain from voting on Proposal No. 531, 2000 to avoid the appearance of a conflict of interest.

Councillor Dowden moved, seconded by Councillor Schneider, for adoption. Proposal No. 531, 2000, as amended, was adopted on the following roll call vote; viz:

25 YEAS: Bainbridge, Black, Borst, Boyd, Bradford, Brents, Cockrum, Conley, Coonrod, Coughenour, Douglas, Dowden, Gibson, Gray, Horseman, Knox, Massie, Moriarty Adams, Nytes, Sanders, Schneider, SerVaas, Soards, Talley, Tilford

0 NAYS:

3 NOT VOTING: Hinkle, Langsford, Short

1 ABSENT: Smith

Proposal No. 531, 2000, as amended, was retitled GENERAL ORDINANCE NO. 103, 2000, and reads as follows:

CITY-COUNTY GENERAL ORDINANCE NO. 103, 2000

A PROPOSAL FOR A GENERAL ORDINANCE to amend various sections of the Code of Indianapolis and Marion County to allow carryover of years worked for purposes of leave accrual, to allow the assignment of officers to specific pay grades, to make changes in the residency requirements, and to make clarifications in the disciplinary procedure.

BE IT ORDAINED BY THE CITY-COUNTY COUNCIL OF THE CITY OF INDIANAPOLIS AND OF MARION COUNTY, INDIANA:

SECTION 1. Sec. 291-202 of the Revised Code of the Consolidated City and County is hereby amended by adding the words underlined to read as follows:

Sec. 291-202. Leave allowances generally.

(a) Leave allowances shall be as indicated in the categories set out in this article. All leave periods are for the total time in any calendar year. Any employee transferring between city and county offices and departments covered by this chapter, within thirty (30) days of terminated employment, shall be considered to be in continued employment for leave purposes and such transfer shall not affect the employee's status as to accrued leave or eligibility for leave.

(b) In accordance with the reduction-in-force plan, in the case of a layoff, those employees laid off will receive credit for their previously accumulated sick leave and short term disability leave and years of service at the time of their reinstatement, provided they are recalled within one (1) year from the date they were laid off.

(c) Effective January 1, ~~1999~~ 2000, a sworn firefighter or a sworn police officer with the City of Indianapolis who, subsequent to July 1, 1996, retires after twenty or more years of service or is eligible for the disability pension due to a line of duty injury or illness and is rehired by a department of the City of Indianapolis or Marion County in a civilian position within thirty (30) days of the date of retirement will be entitled to be paid for accumulated, unused annual leave time at his/her rate of pay at the time of retirement or eligibility for the disability pension and will be entitled to credit for years of service as a firefighter or police officer in determining benefit leave accrual pursuant to 291-203.

SECTION 2. This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

NEW BUSINESS

On behalf of the Indianapolis Fire Department, Councillor Gray thanked those on the Council who were supportive and participated in ceremonies remembering recently deceased firefighter Warren Smith.

ANNOUNCEMENTS AND ADJOURNMENT

The President said that the docketed agenda for this meeting of the Council having been completed, the Chair would entertain motions for adjournment.

Councillor Boyd stated that he had been asked to offer the following motion for adjournment by:

- (1) Councillors Short, Boyd, and Gray in memory of Philip Pecar; and
- (2) Councillor Cockrum in memory of Nona H. Wiest; and
- (3) Councillors Boyd and Gray in memory of Lannie Smith, Vivian Marbury, Thomas Harding, Bishop Morris E. Golder; and
- (4) Councillors Boyd, Black, Brents, and Gray in memory of Rev. Dr. Wayne T. Harris; and
- (5) Councillors Boyd, Gray, and Langsford in memory of Warren Smith; and
- (6) Councillor Sanders in memory of Norma Josephine Elder, Marey McCracken, and Dorothy Voorhies; and
- (7) Councillor Nytes in memory of Walter Blackburn; and
- (8) Councillor Schneider in memory of Francis Oppmartin.

Councillor Boyd moved the adjournment of this meeting of the Indianapolis City-County Council in recognition of and respect for the life and contributions of Philip Pecar, Nona H. Wiest, Lannie Smith, Vivian Marbury, Thomas Harding, Bishop Morris E. Golder, Rev. Dr. Wayne T. Harris, Warren Smith, Norma Josephine Elder, Marey McCracken, Dorothy Voorhies, Walter Blackburn, and Francis Oppmartin. He respectfully asked the support of fellow Councillors. He further requested that the motion be made a part of the permanent records of this body and that a letter bearing the Council seal and the signature of the President be sent to the families advising of this action.

There being no further business, and upon motion duly made and seconded, the meeting adjourned at 9:26 p.m.

We hereby certify that the above and foregoing is a full, true and complete record of the proceedings of the regular concurrent meetings of the City-Council of Indianapolis-Marion County, Indiana, and Indianapolis Police, Fire and Solid Waste Collection Special Service District Councils on the 28th day of August, 2000.

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


President

ATTEST:


Clerk of the Council

(SEAL)