

REGULAR MEETING

Monday, June 15, 1964 7:30 P.M.

The Common Council of the City of Indianapolis met in the Council Chambers in the City-County Building, Monday, June 15, 1964 at 7:30 P.M. in regular session.

President Wallace in the Chair.

The Clerk called the roll:

Present: Mr. Brydenthal, Mr. Deluse, Mr. Egenes, Mr. Kuykendall, Mr. McGill, Mr. Moriarty and President Wallace.

Absent: Rev. Cummings and Mr. Hasbrook who were out of the City.

The reading of the Journal for the previous meeting was dispensed with on motion of Mr. Deluse seconded by Mr. Brydenthal.

COMMUNICATIONS FROM THE MAYOR

Indianapolis, Indiana
June 2, 1964

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

Gentlemen:

I have this day approved with my signature and delivered to the City Clerk, Mrs. Angeline Allstatt, the following City Ordinances:

GENERAL ORDINANCE NO. 57, 1964

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

Respectfully submitted,

JOHN J. BARTON
Mayor

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COMMUNICATIONS FROM CITY OFFICIALS

Indianapolis, Indiana
June 15, 1964

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

Gentlemen:

Pursuant to the laws of the State of Indiana, I caused to be published in the Indianapolis News and the Indianapolis Commercial a "Notice to Taxpayers" regarding Appropriation Ordinance No. 9, 1964, Appropriation Ordinance No. 10, 1964 and Appropriation Ordinance No. 11, 1964 on Thursday, June 4, 1964 and again on Thursday, June 11, 1964, that said Ordinances would again be brought before the Council on June 15, 1964 at 7:30 P.M.

Notices of the above were posted ten days prior to the date of hearing in the City-County Building, Police Station and the Market House.

Respectfully yours,

June 15, 1964]

City of Indianapolis, Ind.

323

ANGELINE ALLSTATT
City Clerk

Indianapolis, Indiana
June 15, 1964

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

Gentlemen:

Pursuant to the laws of the State of Indiana, I caused to be published in the Indianapolis News and the Indianapolis Commercial on May 29, 1964 and again on June 5, 1964, General Ordinance No. 49, 1964.

Said Ordinance will be in effect eight days after last publication.

Respectfully yours,
ANGELINE ALLSTATT
City Clerk

Indianapolis, Indiana
June 15, 1964

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

Gentlemen:

Transmitted herewith are twenty-eight copies of Appropriation Ordinance No. 12, 1964, appropriating One Thousand Dollars (\$1,000.00), made available from the County of Marion for Civil Defense purposes, and fixing a time when the same shall take effect.

Respectfully submitted,

DANIEL P. MORIARTY
Councilman

Indianapolis, Indiana
June 15, 1964

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

Gentlemen:

Transmitted herewith are twenty-eight copies of General Ordinance No. 67, 1964, authorizing the Board of Public Safety of the City of Indianapolis, to purchase through its duly authorized Purchasing Agent, certain supplies to be paid for out of funds heretofore appropriated or available, and fixing a time when the same shall take effect. (This authorization is covered by Req. No. 6039).

Respectfully submitted,

A. O. DELUSE
Councilman

Indianapolis, Indiana
June 15, 1964

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

Gentlemen:

Transmitted herewith are twenty-eight copies of General Ordinance No. 68, 1964, authorizing the Board of Public Safety of the City of Indianapolis, to purchase through its duly authorized Purchasing Agent, certain equipment to be paid for out of funds heretofore appropriated or available, and fixing a time when the same shall take effect. (This authorization is covered by Req. No. 8476).

Respectfully submitted,

MAX E. BRYDENTHAL
Councilman

June 15, 1964]

City of Indianapolis, Ind.

325

Indianapolis, Indiana
June 15, 1964

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

Gentlemen:

Transmitted herewith are twenty-eight copies of General Ordinance No. 69, 1964, authorizing the Board of Public Safety of the City of Indianapolis, to purchase through its duly authorized Purchasing Agent, certain services to be paid for out of funds heretofore appropriated or available, and fixing a time when the same shall take effect. (This authorization is covered by Req. No. 8941).

Respectfully submitted,

A. O. DELUSE
Councilman

Indianapolis, Indiana
June 15, 1964

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

Gentlemen:

Transmitted herewith are twenty-eight copies of General Ordinance No. 70, 1964, establishing a certain passenger and/or loading zone in the City of Indianapolis, pursuant to the provisions of the Municipal Code of Indianapolis, 1951, General Ordinance No. 140, 1951, as amended and fixing a time when the same shall take effect. (A & B Typewriter Supplies & Service Company, 251-253 Massachusetts Avenue).

Respectfully submitted,

HAROLD J. EGENES
Councilman

Indianapolis, Indiana
June 15, 1964

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

Gentlemen:

Transmitted herewith are twenty-eight copies of General Ordinance No. 71, 1964, to amend the Municipal Code of Indianapolis, 1951, General Ordinance No. 140, 1951, as amended, and more particularly Title 4, Chapter 9 thereof, by the addition of a Section thereto, standardizing the parking period and fees of all present parking meter zones on streets and alleys within the Central Business District to two hours at the rate of 5c per $\frac{1}{2}$ hour, providing a penalty for the violation of same and fixing a time when said amendment shall take effect.

Respectfully submitted,

DANIEL P. MORIARTY
Councilman

Indianapolis, Indiana
June 15, 1964

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

Gentlemen:

Transmitted herewith are twenty-eight copies of General Ordinance No. 72, 1964, contract with the Indianapolis Power & Light Company.

Respectfully submitted,

DANIEL P. MORIARTY
Councilman

Indianapolis, Indiana
June 15, 1964

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

Gentlemen:

Transmitted herewith are twenty-eight copies of Special Ordinance No. 11, 1964, amending Special Ordinance No. 1, 1964, as amended, and fixing a time when the same shall take effect.

Respectfully submitted,

DANIEL P. MORIARTY
Councilman

On motion of Mr. Kuykendall, seconded by Mr. Bryden-
thal the Council recessed at 7:38 P.M.

At that time those present were permitted to be heard on
Appropriation Ordinances No. 9, No. 10, No. 11, 1964, also
General Ordinances No. 58, No. 59, No. 60, No. 62 and No.
63, 1964 and Special Ordinance No. 7, 1964.

The Council reconvened at 8:00 P.M.

COMMITTEE REPORTS

Indianapolis, Indiana
June 15, 1964

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

Gentlemen:

We, your Committee on Finance to whom was referred Appropria-
tion Ordinance No. 9, 1964, entitled

AN ORDINANCE, appropriating the sum of Three Thousand Five Hundred Eighty (\$3,580.00) Dollars, from the 1964 anticipated and unexpended balance of the General Fund of the City of Indianapolis, to certain designated items and funds in the Office of the City Clerk, created by virtue of the 1964 Budget, General Ordinance No. 58, 1963, as amended, declaring an emergency and fixing a time when the same shall take effect.

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

DANIEL P. MORIARTY, Chairman
A. O. DELUSE
MAX E. BRYDENTHAL

Indianapolis, Indiana
June 15, 1964

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

Gentlemen:

We, your Committee on Finance to whom was referred Appropriation Ordinance No. 10, 1964 entitled

AN ORDINANCE, appropriating, transferring, reappropriating and reallocating the sum of Five Thousand Four Hundred Dollars (\$5,400.00), from certain designated items and funds in the Department of Public Works, to a certain other designated item and fund in the same department, created by virtue of the 1964 Budget, General Ordinance No. 58, 1963, declaring an emergency and fixing a time when the same shall take effect.

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

DANIEL P. MORIARTY, Chairman
A. O. DELUSE
MAX E. BRYDENTHAL

Indianapolis, Indiana
June 15, 1964

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

Gentlemen:

We, your Committee on Finance to whom was referred Appropriation Ordinance No. 11, 1964, entitled

AN ORDINANCE, appropriating, transferring, reappropriating and reallocating the sum of Two Thousand Five Hundred (\$2,500.00) Dollars, from the unanticipated, unexpended and unappropriated balance of the General Fund of the City of Indianapolis to Fund Number 53—Refunds Award and Indemnities of the Department of Law, declaring an emergency, and fixing a time when the same shall take effect.

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

DANIEL P. MORIARTY, Chairman
A. O. DELUSE
MAX E. BRYDENTHAL

Indianapolis, Indiana
June 15, 1964

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

Gentlemen:

We, your Committee on Finance to whom was referred Special Ordinance No. 7, 1964, entitled

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

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

DANIEL P. MORIARTY, Chairman
A. O. DELUSE
MAX E. BRYDENTHAL

Indianapolis, Indiana
June 15, 1964

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

Gentlemen:

We, your Committee on Works to whom was referred General Ordinance No. 63, 1964, entitled

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

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

R. THOMAS MCGILL, Chairman
RUFUS C. KUYKENDALL
MAX E. BRYDENTHAL

Indianapolis, Indiana
June 15, 1964

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

Gentlemen:

We, your Committee on Safety to whom was referred General Ordinance No. 62, 1964, entitled

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

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

A. O. DELUSE, Chairman
HAROLD J. EGENES
DANIEL P. MORIARTY
R. THOMAS MCGILL

Indianapolis, Indiana
June 15, 1964

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

Gentlemen:

We, your Committee on Laws and Judiciary to whom was referred General Ordinance No. 58, 1964, entitled

AN ORDINANCE to amend the Municipal Code of Indianapolis, 1951, General Ordinance No. 140, 1951, as amended, and more particularly Title 4, Chapter 8 thereof, by the addition of a subsection to Section 4-812, prohibiting parking of vehicles on certain streets at any time, providing a penalty for the violation of same, and fixing a time when said amendment shall take effect.

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

RUFUS C. KUYKENDALL, Chairman
A. O. DELUSE
MAX E. BRYDENTHAL
HAROLD J. EGENES

Indianapolis, Indiana
June 15, 1964

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

Gentlemen:

We, your Committee on Election to whom was referred General Ordinance No. 59, 1964, entitled

AN ORDINANCE to amend the Municipal Code of Indianapolis, 1951, General Ordinance No. 140, 1951, as amended, and more particularly Title 4, Chapter 8 thereof, by the addition of a subsection to Section 4-817, prohibiting parking, stopping or standing on certain streets between 7:00 A.M. and 9:00 A.M., except Sundays, providing a penalty for the violation of same and fixing a time when said amendment shall take effect.

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

HAROLD J. EGENES, Chairman
R. THOMAS MCGILL
A. O. DELUSE

Indianapolis, Indiana
June 15, 1964

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

Gentlemen:

We, your Committee on Election to whom was referred General Ordinance No. 60, 1964, entitled

AN ORDINANCE to amend the Municipal Code of Indianapolis, 1951, General Ordinance No. 140, 1951, as amended, and more particularly Title 4, Chapter 8 thereof, by the addition of a subsection

tion to Section 4-819, prohibiting parking, stopping or standing on certain streets between 4:00 P.M. and 6:00 P.M., providing a penalty for the violation of same and fixing a time when said amendment shall take effect.

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

HAROLD J. EGENES, Chairman
R. THOMAS McGILL
A. O. DELUSE

INTRODUCTION OF APPROPRIATION ORDINANCES

APPROPRIATION ORDINANCE NO. 12, 1964

Introduced by Councilman Moriarty.

AN ORDINANCE, appropriating funds made available from the County of Marion for Civil Defense purposes for use during 1964.

WHEREAS, the Indianapolis Civil Defense is a unit of both the State and Marion County, and

WHEREAS, Marion County has provided One Thousand Dollars (\$1,000.00), for the financing of the Division of Civil Defense, and

WHEREAS, it is necessary to distribute the funds provided by Marion County.

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

Section 1. That the sum of One Thousand Dollars (\$1,000.00) provided by Marion County for Civil Defense purposes, be and it is hereby, appropriated and allocated as follows:

OFFICE OF CIVIL DEFENSE

REDUCE:**Tax Levy**

General Fund Unappropriated Balance\$1,000.00
and

INCREASE:**Tax Levy****1. SERVICES-PERSONAL**

12. Temporary Salaries\$1,000.00

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

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

INTRODUCTION OF GENERAL ORDINANCES

GENERAL ORDINANCE NO. 67, 1964.

Introduced by Councilman Deluse.

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

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

Section 1. That the Board of Public Safety of the City of Indianapolis be and the same is hereby authorized and empowered to purchase through its duly authorized Purchasing Agent, the hereinafter designated supplies to be used by the Department as indicated. The said supplies are to be purchased from the lowest and best bidder, or bidders, whose bids have been received and opened in public by said Board

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

BOARD OF PUBLIC SAFETY

Fire Department

Reqn. No. 6039—Base Bid for 9,000 feet, (more or less)	
Fire Hose	\$12,970.00

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

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

GENERAL ORDINANCE NO. 68, 1964.

Introduced by Councilman Brydenthal.

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

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

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

BOARD OF PUBLIC SAFETY
POLICE DEPARTMENT

Reqn. No. 8476 (1) only, Hydraulic Power Paper
Cutter\$3,663.55

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

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

GENERAL ORDINANCE NO. 69, 1964

Introduced by Councilman Deluse.

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

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

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

BOARD OF PUBLIC SAFETY

Police Department

Reqn. No. 8941....Repairs to Radio Tower at
Willard Park Police & Fire
Radio Station\$2,387.85

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

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

GENERAL ORDINANCE NO. 70, 1964

Introduced by Councilman Egenes.

AN ORDINANCE establishing a certain passenger and/or loading zone in the City of Indianapolis, pursuant to the provisions of the Municipal Code of Indianapolis, 1951, General Ordinance No. 140, 1951, as amended, and fixing a time when the same shall take effect.

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

Section 1. That for the purpose of providing the owners or occupants of certain premises fronting on certain streets in the City of Indianapolis, Indiana, with ingress and egress for passengers, materials and merchandise coming to or going from such premises, such owners or occupants having complied with the provisions of the Municipal Code of Indianapolis, 1951, General Ordinance No. 140, 1951, as amended, Section 4-1001, and the Board of Public Safety, after due investigation, having recommended the establishment of the same, the following passenger and/or loading zone be and the same is, hereby established in the City of Indianapolis, to-wit:

Beginning at a point in the Southeast curb line of Massachusetts Avenue, 51 ft. Southwest of the intersecting west curb line of Delaware Street, as presently established, and extending Southwest a distance of 18 ft., for the use and occupancy of A. & B. Typewriter Supplies & Service Company, 251-253 Massachusetts Avenue, Indianapolis, Indiana

Section 2. That said loading zone is hereby declared to be subject to all existing traffic and parking regulations, and to any later ordinances and regulations as may be applicable.

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

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

GENERAL ORDINANCE NO. 71, 1964

Introduced by Councilman Moriarty.

AN ORDINANCE to amend the Municipal Code of Indianapolis, 1951, General Ordinance No. 140, 1951, as amended, and more particularly Title 4, Chapter 9 thereof, by the addition of a Section thereto, standardizing the parking period and fees of all present parking meter zones on streets and alleys within the Central Business District to two hours at the rate of 5c per $\frac{1}{2}$ hour, providing a penalty for the violation of same and fixing a time when said amendment shall take effect.

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

Section 1. That Title 4, Chapter 9, Section 4-926 of the Municipal Code of Indianapolis, 1951, General Ordinance No. 140, 1951, as amended, be amended by its deletion and repeal, and by the substitution of the following section 4-926 in its place:

CENTRAL PARKING DISTRICT. - (a) There shall exist in the City of Indianapolis, an area insofar as parking meter regulation is concerned to be known as the Central Parking District. In such area where parking meters are now installed there shall be uniform maximum parking periods of two (2) hours, and there shall be a parking meter minimum fee of five cents (5c) per one-half ($\frac{1}{2}$) hour.

The boundary of such Central Parking District shall be as follows:

“On the North, the north property line of North Street; on the East, the east property line of East Street; on the West, the west

property line of West Street, and on the South, the south property line of South Street, including both sides of all streets in the foregoing area and with the exception that said area shall extend North above North Street to include both sides of Meridian Street to 16th Street. (b) So much of any and all Sections and subsections of Title 4, Chapter 9 of the Municipal Code of Indianapolis, 1951, General Ordinance No. 140, 1951, as amended that are in conflict herewith, are hereby repealed."

Section 2. This amendment shall be subject to the penalties as provided in Title 4, Chapter 9, Section 4-920 of the Municipal Code of Indianapolis, Indiana, 1951, as amended.

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

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

GENERAL ORDINANCE NO. 72, 1964.

Introduced by Councilman Moriarty.

AN ORDINANCE ratifying, confirming and approving the contract entered into on the 4th day of June, 1964, by and between Indianapolis Power & Light Company, a corporation, and the City of Indianapolis, Indiana, acting by and through its Board of Public Works, with the approval of its Mayor, for lighting public streets, avenues, alleys and other public places and buildings and for furnishing and supplying electric current for light and power for all public buildings, public equipment and other public places.

WHEREAS, heretofore, to-wit: on the 4th day of June, 1964, the City of Indianapolis, Indiana, acting by and through its Board of Public Works, with the approval of its Mayor, entered into the following contract and agreement with the said Indianapolis Power & Light Company, to-wit: (H.I.)

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

Section 1. That the foregoing contract and agreement made and entered into by and between Indianapolis Power & Light Company, a corporation, and the City of Indianapolis, Indiana, on the 4th day of June, 1964, be and the same in all things hereby is ratified, confirmed and approved.

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

PUBLIC LIGHTING CONTRACT

THIS MEMORANDUM OF AGREEMENT, made and entered into this 4th day of June, 1964, by and between Indianapolis Power & Light Company, a corporation organized and existing under the laws of the State of Indiana, hereinafter called the COMPANY, and the CITY OF INDIANAPOLIS, County of Marion, State of Indiana, hereinafter called the CITY, by and through its Board of Public Works, hereinafter called the BOARD, under and by virtue of an act of the General Assembly of the State of Indiana entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all acts supplemental or amendatory thereto,

WITNESSETH:

1. AGREEMENT:

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

This contract does not cover service to the sewage disposal plant, service for which is presently covered by separate contract dated

January 28, 1952, between Indianapolis Power & Light Company and the City of Indianapolis by and through its Board of Sanitary Commissioners, nor does it cover standby or auxiliary service required by the City of Indianapolis, or any service requested by the City of Indianapolis involving unusual capacity requirements or load characteristics, unusual investment on the part of the Company, or other abnormal conditions, which shall be covered by a special contract commensurate with the conditions and which shall be subject to the approval of the Public Service Commission of Indiana.

2. COMPANY TO FURNISH EQUIPMENT:

That the Company shall furnish, for use in the performance of this contract, all the necessary materials, labor, plant, machinery and appliances, and construct, operate and maintain the same in such streets, avenues, alleys, subways and other public places within said City in such manner as the Board may from time to time direct during the life of this contract; provided, however, that the number of lights to be operated and maintained by the Company shall not be at any time less than that shown and set forth in the specifications attached hereto, marked "Exhibit A" and, by reference, made a part of this contract the same as if incorporated herein.

3. TERM OF CONTRACT:

That the contract term of this agreement for lighting the streets, avenues, alleys and other public places of the City, as herein provided, shall begin at 12:00 o'clock noon on the 10th day of October, 1964, and continue for and during the term of five (5) years, ending at 12:00 o'clock noon on the 10th day of October, 1969.

4. WORK IN STREETS AND ALLEYS—MOVING POLES:

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

The Board reserves the right to order changes from time to time in the location of any part of the street lighting system or other equip-

ment described in said specifications, whenever such equipment is obstructing public improvements proposed by the City. The Company agrees that it will move, upon written direction of the Board, a maximum of twenty-five (25) light standards and forty (40) overhead light poles (with equipment) each year during the term of this contract without making any charge for such changes.

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

All other changes in location of portions of Company's street lighting system or other equipment described in the specifications and located in streets, avenues, alleys or other public places necessitated by proposed public improvements shall be made by the Company at the expense of the City. Such expense shall be estimated in advance by the Company upon the basis set out in Section 6 of said specifications.

No standards, poles, guy stubs or other portion of the Company's street lighting system now located in streets, alleys, avenues or other public places, or which may hereafter be located therein with the approval or at the direction of the Board, shall be relocated to suit the convenience of any private person, except upon written order of the Board. The expense of such change or relocation shall be estimated in advance by the Company, subject to the approval of the Board; and the Board, in the order directing the change, shall determine and fix the portion of such expense that the person requesting such change shall pay to the Company as a condition precedent to the same. The Company agrees that it will, as nearly as possible, restore, or cause to be restored, all streets, avenues, alleys and other public places to the same condition after the completion of any of its work as they were before being disturbed; that it will at all times make, or cause to be made, any and all repairs to the pavement of any street, avenue, alley or other public place which may be necessary by reason of the same having been excavated or disturbed by the Company in the prosecution of its work; that it will not, except upon emergencies, cut or enter into any street, avenue, alley or other public place without having first (a) filed maps, plans and specifications with the Board showing the work contemplated, (b) obtained the written consent, approval and permit of the Board thereto and (c) paid the permit fees required by ordinance. In the event the Company shall cut or enter into any street,

avenue, alley or other public place for emergency repairs, the Company shall, within twenty-four (24) hours or by the next business day thereafter, secure a regular permit from the Board covering such work and pay the permit fees provided by law.

5. PROTECTION ON WORK:

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

6. CITY RESERVES RIGHTS IN STREETS:

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

7. COMPANY TO CONFORM TO ORDINANCES:

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

8. CONTRACT SUBJECT TO LAWS AND ORDINANCES:

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

9. LIABILITY:

The Company shall and hereby agrees to indemnify and save harmless the City, its officers and employees, from and against all loss, damage and expense resulting from or caused by the negligence of the Company in the construction, repair and maintenance of its property and system, or any part thereof, used in connection with supplying electric energy in the performance of this contract, but the Company shall not be liable to the City or to third persons, by reason of any covenant or promise herein made, for damages resulting from injuries to or death of any person, or for damage to or destruction of any property, when the Company's only connection with such injury, death, damage or destruction, or with the event or events resulting in such injury, death, damage or destruction, is established by proof that such injury, death, damage or destruction, or the event or events resulting in injury, death, damage or destruction, was caused by, contributed to, or resulted from the failure for any reason or cause of any lamp or lamps in any part of the Company's electric lighting installation to be illuminated.

10. SPECIFICATIONS:

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

11. RATES FOR SERVICE:

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

12. BILLS PAYABLE:

The rates or sums due the Company for performing service according to the terms of this contract and at the prices set forth in "Ex-

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

13. ARBITRATION:

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

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

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

14. SUBJECT TO PUBLIC SERVICE COMMISSION OF INDIANA:

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

15. ASSIGNMENT:

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

16. EXECUTION:

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

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

INDIANAPOLIS POWER & LIGHT COMPANY

By: W. T. Richards
Its Vice President

ATTEST:

Robert E. Jones
Its Assistant Secretary

CITY OF INDIANAPOLIS, INDIANA

By Hugh G. Baker
Grant W. Hawkins
Wayne W. Warrick
Its Board of Public Works

ATTEST:

Roscoe Bredell
Its Secretary

John J. Barton
Mayor of the City of Indianapolis

EXHIBIT A

SPECIFICATIONS

1. STREET LIGHTING SYSTEM:

The presently installed quantity, size and type of lights, as shown on Exhibits 1, 2 and 3 attached hereto and, by reference, made a part of these specifications, is to constitute the street lighting system upon which the contract is based, and said Exhibits 1, 2 and 3 shall be the basis on which payment shall be made under the contract to the Company, until additions or retirements have been made as hereinafter provided.

2. DISCONTINUANCE OF SERVICE:

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

3. ADDITIONAL LIGHTS:

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

In ordering additional overhead lights and extensions, due consideration shall be given to the method in which the lighting circuits are laid out and to the character, size and type of lights being used on the circuits and in the district involved.

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

4. LAMPS AND ACCESSORIES:

Lighting shall be by means of incandescent, fluorescent, mercury vapor or such other type of lamp as may be mutually selected and approved by the Board and Company. Such lamps shall be placed on, supported on or suspended from poles or standards with suitable

brackets or mast arms, and the wires supplying electrical energy thereto may be placed either overhead or underground.

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

The lamps shall conform at all times to the highest standard of the best American lamps manufactured.

Globes, reflectors, housing and other accessories shall be of the best grade of the respective types.

5. CONTROL OF LIGHTING:

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

6. CHANGES IN LOCATION OF LIGHTS AND SIZE OF LAMPS:

Upon written order of the Board, the Company will change the size and/or type of lamps in any standard or overhead pendants, and the appurtenances necessary to be changed in connection therewith, subject to the minimum lumen guarantee contained in Section 2 hereof, and the Company will also, upon written order of the Board, relocate any lights, including equipment pertaining thereto, located in the streets, avenues, alleys or other public places; provided, however, that for all such changes of lamps and relocation of lights or other equipment, the Company shall be reimbursed by the City for the total cost of labor, material and other costs necessary to accomplish such changes and relocation, plus a percentage of the labor, material and other costs for engineering and overhead, except that there will be no charge for the number of relocations which the Company agrees to make without expense to the City in paragraph 4 of the contract. The

Board may require detailed statements of relocation costs, etc., with statements as to the correctness thereof, sworn to by an authorized representative of the Company.

7. MAINTENANCE AND OPERATION:

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

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

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

To accomplish the requirements of maintenance and operation and carry out all provisions of the contract, the Company will furnish a skilled operating organization to provide service in an adequate and reasonable manner.

8. OUTAGES:

The Company shall establish and maintain an efficient system of patrol for inspecting all lamps furnished and maintained under the contract. Any lamp which fails to burn properly shall be promptly put in order or replaced.

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

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

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

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

9. JOINT USE OF POLES AND CONDUITS:

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

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

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

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

The City shall indemnify and save harmless the Company against any and all damage or loss that may result to the equipment and/or property owned or used by the Company and from and against any and all legal and other expense, claims, costs, losses, suits or judgments for damages or injuries resulting to persons or property by reason of the use or maintenance of the City's attachments to the poles, standards or fixtures of the Company, or by reason of negligent acts or omissions of the agents or employees of the City, while engaged in the work of placing, maintaining or renewing attachments on or removing attachments from said poles, standards or fixtures.

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

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

The installation and maintenance of any and all traffic signal control circuits in Company's conduits shall be at City's expense.

In the event it is necessary or desirable, in the opinion of the Com-

pany, for the City to remove, replace, repair or relocate any equipment installed by the City in Company's conduits, said equipment shall be so removed, replaced, repaired or relocated by the City, at its own expense, within thirty (30) days after being requested, in writing, to do so by the Company.

10. SCREENING OF LIGHTS:

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

11. SPACE AND EQUIPMENT ON CITY PROPERTY:

When the requirements of the City, or demands on the Company, require space in City buildings or on City property for the installation of transformation equipment, the City will furnish, exclusively for the Company's equipment, subject to special agreements approved by the Board, suitable space to meet the Company's requirements as to location, size and accessibility.

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

When the transformers and other facilities and equipment are to be placed at ground level, the City shall install the necessary concrete pads and fencing and the Company will furnish, install, own and maintain the transformers, protective equipment and other facilities and equipment and make the connections to the City's service outlets.

When an underground transformer vault installation is required, the City shall furnish and install the necessary walls and ventilating grating to provide a suitable transformer vault. The Company will furnish,

install, own and maintain the necessary transformers, protective equipment and other facilities and equipment, and the City shall install, own and maintain all high voltage cables, conduit and transformer connections between the Company's high voltage lines and the secondary low voltage lines.

When an underground transformer vault installation is required to supply current for customers other than public buildings, public equipment or other public places, the Company shall provide all necessary partition walls and shall furnish, install and maintain all necessary vault equipment, including all primary and secondary lines and connections within the vault, all at Company's expense.

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

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

12. IMPROVEMENTS IN SERVICE:

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

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

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

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

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

13. ELECTROLYSIS:

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

14. STANDARD OF PERFORMANCE, TESTS AND PENALTIES:

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

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

In case of a dispute between the Board and the Company as to the accuracy of any meter or other instrument used in making tests or measurements of the Company's service, said instrument may be tested either in the City's laboratory, in the presence of a representative of the Company, or in the Company's laboratory, in the presence of a representative of the City, at the option of the Board, or the Board and the Company may agree to have such instruments tested by an outside laboratory of recognized standing.

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

Whenever tests made by the Company show that the volts or amperes supplied to any lamp, group of lamps, or the appurtenance thereto have caused the light output to be more than five per cent (5%) below the standard for said lamp or lamps for a continuous period of one-half hour in any night, as evidenced by the readings of graphic recording voltmeters, ammeters or other devices, then and in that event the Company shall deduct from its bill a sum equal to ten cents (10c) per night for each lamp tested.

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

15. VOLTAGE AND CHARACTER OF SERVICE:

The Company shall specify the voltage and character of the electric service to be supplied, and it may, at any time thereafter, change the characteristics of the service if it deems such change necessary to safeguard a regular and uninterrupted supply of electricity or to better the conduct of its business. It is agreed, however, that when apparatus owned, operated, and maintained by the City is affected, the Company will give the City reasonable notice of such contemplated change, and that the City will adapt its apparatus accordingly.

16. TAXES AND ASSESSMENTS:

Any extra expense incurred by the Company in the performance of the contract, due to any future laws or ordinances, or due to any ex-

isting or future special tax or sales tax levied on the Company by the United States Government, State of Indiana, or any division thereof, for service supplied under the contract, shall be assumed by the City, providing such assumption is not contrary to law; and any reduction in expense which may affect the Company in the performance of the contract by reason of any of the conditions stated above shall be credited to the City under the contract.

17. PERFORMANCE BOND:

The Company, at the time of signing the contract, will furnish a bond in the sum of One Hundred Thousand Dollars (\$100,000) with surety to the approval and satisfaction of the Board, conditioned that the Company shall perform the contract according to the terms thereof and according to these specifications. Said bond shall extend for the full term of the contract, but the Company shall furnish and deliver a new bond whenever the surety or sureties on the bond then existing shall be deemed by the Board to be insufficient or unsatisfactory.

EXHIBIT "1"

(Exhibit as of February 15, 1964 to be revised October 10, 1964)

COMPANY-OWNED ORNAMENTAL LIGHTS

Number Type

35	20 foot duplex standards, 10,000 lumen
5	15 foot single standards, 6,000 lumen
20	12 foot single standards, 6,000 lumen
1,228	12 foot single standards, 4,000 lumen
181	10 foot single standards, 2,500 lumen
217	33 foot metal poles, 1470 watt fluorescent
46	30 foot metal poles, 1320 watt fluorescent
562	30 foot metal poles, 455 watt fluorescent
1,366	15,000 lumen metal poles
1,053	10,000 lumen metal poles
531	6,000 lumen metal poles
98	4,000 lumen metal poles
1,447	400 watt mercury vapor metal poles
94	175 watt mercury vapor metal poles
196	157 watt underpass fluorescent
223	157 watt underpass fluorescent, 24 hour
74	half-red elevation lights, 1,000 lumen

EXHIBIT "2"

(Exhibit as of February 15, 1964 to be revised October 10, 1964)

COMPANY-OWNED OVERHEAD LIGHTS MOUNTED
ON WOOD POLES**Number Type**

206	455 watt fluorescent overhead
322	15,000 lumen overhead
1,188	10,000 lumen overhead
7,546	6,000 lumen overhead
49	2,500 lumen overhead
1,413	400 watt mercury vapor overhead
945	175 watt mercury vapor overhead

EXHIBIT "3"

(Exhibit as of February 15, 1964 to be revised October 10, 1964)

LIGHTING EQUIPMENT OWNED BY
THE CITY OF INDIANAPOLIS**Number Type**

74	12 foot 5-light standards
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EXHIBIT B

RATES FOR SERVICE

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

PART I

PRICES FOR FURNISHING, OPERATING AND MAINTAINING
EXISTING LAMPS IN SERVICE PRIOR TO OCT. 10, 1964

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

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

One hundred four and 00/100 dollars (\$104.00) net per year.

2. Single-lamp standard, 15 ft. in height, including one (1) 6,000 lumen incandescent lamp with necessary fixtures and glassware and supplied from underground circuits:

Fifty-seven and 50/100 dollars (\$57.50) net per year.

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

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

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

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

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

Sixty-two and 50/100 dollars (\$62.50) net per year.

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

Eighty-four and 50/100 dollars (\$84.50) net per year.

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

Seventy-three and 50/100 dollars (\$73.50) net per year.

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

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

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

Twenty-eight and 50/100 dollars (\$28.50) net per year.

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

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

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

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

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

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

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

Fifty-seven and 50/100 dollars (\$57.50) net per year.

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

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

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

Two hundred fifty-six and 00/100 dollars (\$256.00) net per year.

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

Two hundred twenty-five and 50/100 dollars (\$225.50) net per year.

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

One hundred forty-five and 50/100 dollars (\$145.50) net per year.

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

One hundred one and 50/100 dollars (\$101.50) net per year.

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

Seventy-one and 50/100 dollars (\$71.50) net per year.

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

Eighty-one and 50/100 dollars (\$81.50) net per year of 8760 burning hours.

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

Seventy-six and 00/100 dollars (\$76.00) net per year.

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

Ninety-two and 00/100 dollars (\$92.00) net per year.

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

Seventy-two and 50/100 dollars (\$72.50) net per year.

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

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

25. Single 100 lumen multiple incandescent lamp with necessary fixtures and glassware, attached to piers, elevations or abutments and supplied from distribution circuits:

Thirty-six and 50/100 dollars (\$36.50) net per year.

26. Five-lamp standard, 12 ft. in height, including one (1) 1000 lumen and four (4) 500 lumen incandescent lamps with necessary fixtures and glassware, owned by the City and supplied from underground circuits:

Fifty-six and 00/100 dollars (\$56.00) net per year,

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

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

Twelve cents (\$.12) net per foot per year of such excess or deficiency.

PART II

PRICES FOR FURNISHING, ERECTING, OPERATING AND MAINTAINING LAMPS INSTALLED AFTER OCT. 10, 1964.

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

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

Two hundred thirty-five and 00/100 dollars (\$235.00) net per year.

2. Special 455 watt fluorescent fixture supported by a metal pole and supplied from underground circuits:

One hundred fifty-three and 00/100 dollars (\$153.00) net per year.

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

One hundred twelve and 00/100 dollars (\$112.00) net per year.

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

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

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

Eighty-nine and 50/100 dollars (\$89.50) net per year of 8760 burning hours.

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

Eighty-one and 00/100 dollars (\$81.00) net per year.

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

One hundred and 00/100 dollars (\$100.00) net per year.

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

Seventy-six and 00/100 dollars (\$76.00) net per year.

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

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

10. Single 2,500 lumen multiple incandescent lamp with necessary fixtures and glassware attached to piers, elevations or abutments and fed from distribution circuits.

Fifty-three and 00/100 dollars (\$53.00) net per year.

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

Twenty-two cents (\$.22) net per foot per year of such excess or deficiency.

PART III

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

1. The prices for electrical energy furnished to subway lights, bridge lights, traffic lights or other special street lighting equipment, now or hereafter owned, installed and maintained by the City and not included in prices quoted above, the kilowatt-hours for which may be obtained from meter readings or estimated from manufacturer's guaranteed rating and hours of use, and for metered electrical energy for light

and/or power in public buildings, structures and grounds around the same, and for any other public places, including police radio, except for emergency or temporary service.

RATE (per each meter used)

The rates for the classes of service enumerated in this item No. 1 shall be in accordance with the Company's applicable schedules or rates which are on file with and approved by the Public Service Commission of Indiana.

MINIMUM CHARGE (per each meter used)

See Company's applicable schedule of rates.

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

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

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

3. EMERGENCY OR TEMPORARY SERVICE

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

SUBJECT TO PUBLIC SERVICE COMMISSION OF INDIANA

It is hereby specified that if, during the proposed contract term, the Public Service Commission of Indiana changes the above rates, then the substituted, amended or revised rates shall apply instead of the rates set out above.

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

INTRODUCTION OF SPECIAL ORDINANCES

SPECIAL ORDINANCE NO. 11, 1964

Introduced by Councilman Moriarty.

AN ORDINANCE, amending Special Ordinance No. 1, 1964, as amended, so as to read as follows, and fixing a time when the same shall take effect.

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

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

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

Beginning at the Southwest corner of said Quarter Section; running thence North 89 degrees 25 minutes 00 seconds East upon and along the South line of said Quarter Section and the Center line of East 42nd Street a distance of 1500.40 feet to a point; running thence North 00 degrees 11 minutes 20 seconds West a distance of 880.00 feet to a point; running thence South 89 degrees 25 minutes 00 seconds West and parallel with the South line of said Quarter Section and the Center line of East 42nd Street a distance of 1500.97 feet to a point on the West line of said Quarter Section; running thence South 00 degrees 13 minutes 34 seconds East upon and along the West line of said Quarter Section a distance of 880.00 feet to the Point or Place of Beginning, containing 30.317 acres, more or less, except the East half of the right-of-way of North Post Road along the entire west side of said tract.

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

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

ORDINANCES ON SECOND READING

Mr. Moriarty called for a second reading of Appropriation Ordinance No. 9, 1964, which the Clerk read for a second time.

On motion of Mr. Moriarty, seconded by Mr. Brydenthal, Appropriation Ordinance No. 9, 1964 was ordered engrossed, read a third and placed upon its passage.

After being read the Ordinance passed on the following roll call vote:

Ayes 7 viz: Mr. Brydenthal, Mr. Deluse, Mr. Egenes, Mr. Kuykendall, Mr. McGill, Mr. Moriarty and President Wallace.

Mr. Moriarty called for a second reading of Appropriation Ordinance No. 10, 1964, which was read a second time by the Clerk.

Mr. Moriarty moved that Appropriation Ordinance No. 10, 1964 be ordered engrossed read a third time and placed upon its passage. The motion was seconded by Mr. Kuykendall.

The Ordinance after third reading passed on the following roll call vote:

Ayes 7 viz: Mr. Brydenthal, Mr. Deluse, Mr. Egenes, Mr. Kuykendall, Mr. McGill, Mr. Moriarty and President Wallace.

Mr. Moriarty called for a second reading of Appropriation Ordinance No. 11, 1964 which the Clerk read for a second time.

On motion of Mr. Moriarty, seconded by Mr. McGill Appropriation Ordinance No. 11, 1964 was ordered engrossed, read for a third time and placed upon its passage.

The Ordinance passed on the following roll call vote:

Ayes 7 viz: Mr. Brydenthal, Mr. Deluse, Mr. Egenes, Mr. Kuykendall, Mr. McGill, Mr. Moriarty and President Wallace.

Mr. Moriarty called for a second reading of Special Ordinance No. 7, 1964, which was read for a second time by the Clerk.

Mr. Moriarty moved that Special Ordinance No. 7, 1964 be amended as follows:

Indianapolis, Indiana
June 15, 1964

Mr. President:

I move that Special Ordinance No. 7, 1964 be amended by adding after the legal description which ends with this phrase "subject, however, to any legal highways, rights of way and easements" the following: Subject to the dedication for right-of-way purposes, at no cost to the City of Indianapolis, a strip of land twenty-(20) feet in width along the entire north side of the said annexed property. Said strip being adjacent to the south right-of-way line of East 38th Street as it now exists.

DANIEL P. MORIARTY
Councilman

This motion was seconded by Mr. Brydenthal and passed on the following roll call vote:

Ayes 7 viz: Mr. Brydenthal, Mr. Deluse, Mr. Egenes, Mr. Kuykendall, Mr. McGill, Mr. Moriarty and President Wallace.

On motion of Mr. Moriarty Special Ordinance No. 7, 1964 was ordered engrossed as Amended read for a third time and placed upon its passage. The motion was seconded by Mr. Kuykendall and Special Ordinance No. 7, 1964 was passed as amended on the following roll call vote, after being read a third time.

Ayes 7 viz: Mr. Brydenthal, Mr. Deluse, Mr. Egenes, Mr. Kuykendall, Mr. McGill, Mr. Moriarty and President Wallace.

Mr. McGill asked for a second reading of General Ordinance No. 63, 1964. The Clerk read the Ordinance for a second time.

On motion of Mr. McGill, seconded by Mr. Deluse General Ordinance No. 63, 1964 was ordered engrossed, read a third time and placed upon its passage. After being read a third time General Ordinance No. 63, 1964 was passed on the following roll call vote:

Ayes 7 viz: Mr. Brydenthal, Mr. Deluse, Mr. Egenes, Mr. Kuykendall, Mr. McGill, Mr. Moriarty and President Wallace.

Mr. Deluse asked for a second reading of General Ordi-

nance No. 62, 1964. The Clerk read the Ordinance for a second time.

On motion of Mr. Deluse seconded by Mr. Brydenthal General Ordinance No. 62, 1964 was ordered engrossed read a third time and placed upon its passage. The Ordinance was read a third time and passed on the following roll call vote:

Ayes 7 viz: Mr. Brydenthal, Mr. Deluse, Mr. Egenes, Mr. Kuykendall, Mr. McGill, Mr. Moriarty and President Wallace.

Mr. Kuykendall asked for a second reading of General Ordinance No. 58, 1964. The Clerk read the Ordinance for a second time.

On motion of Mr. Kuykendall seconded by Mr. Deluse General Ordinance No. 58, 1964 was ordered engrossed, read a third time and placed upon its passage. The Ordinance was read a third time and it passed on the following roll call vote:

Ayes 7 viz: Mr. Brydenthal, Mr. Deluse, Mr. Egenes, Mr. Kuykendall, Mr. McGill, Mr. Moriarty and President Wallace.

Mr. Egenes called for General Ordinance No. 59, 1964 to be read a second time. The Clerk read the Ordinance for a second time.

On motion of Mr. Egenes, seconded by Mr. McGill General Ordinance No. 59, 1964 was ordered engrossed read a third time and placed upon its passage. The Clerk read the Ordinance for the third time and it passed on the following roll call vote:

Ayes 7 viz: Mr. Brydenthal, Mr. Deluse, Mr. Egenes, Mr. Kuykendall, Mr. McGill, Mr. Moriarty and President Wallace.

Mr. Egenes called for a second reading of General Ordinance No. 60, 1964. The Clerk read the Ordinance for a second time.

Mr. Egenes moved that General Ordinance No. 60, 1964 be ordered engrossed read a third time and placed upon its passage. This motion was seconded by Mr. Brydenthal. The Ordinance was read for a third time, and passed on the following roll call vote:

Ayes 7 viz: Mr. Brydenthal, Mr. Deluse, Mr. Egenes, Mr. Kuykendall, Mr. McGill, Mr. Moriarty and President Wallace.

Mr. Moriarty moved that Appropriation Ordinance No. 5, 1964 be stricken from the records. The motion was seconded by Mr. Kuykendall and passed on the following roll call vote:

Ayes 7 viz: Mr. Brydenthal, Mr. Deluse, Mr. Egenes, Mr. Kuykendall, Mr. McGill, Mr. Moriarty and President Wallace.

President Wallace announced that under Special Resolution No. 2, 1964 he was appointing Mr. Hasbrook, Rev. Cummings and Mr. Brydenthal as Council Representation on the Committee.

Mr. Brydenthal introduced Mr. Lancelot Jones who was recently appointed by the Council as a member of the Mayor's Commission on Human Rights.

On motion of Mr. Kuykendall seconded by Mr. Deluse the Council adjourned at 8:15 P.M.

We hereby certify that the above and foregoing is a full true and complete record of the proceedings of the Common Council of the City of Indianapolis held on the 15th day of June, 1964.

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

ATTEST:

Joseph C. Wallace

President

(SEAL)

Angeline Allstatt

City Clerk