

ment of Principal; and fixing a time when the same shall take effect.

APPROPRIATION ORDINANCE NO. 33, 1945.

AN ORDINANCE transferring, reappropriating and reallocating the total sum of Six Thousand Dollars (\$6,000.00) from certain designated items under Fund No. 11, Salaries and Wages, Regular, etc.

APPROPRIATION ORDINANCE NO. 34, 1945.

AN ORDINANCE transferring, reappropriating and reallocating the total amount of Two Thousand Nine Hundred Dollars (\$2,900.00) from certain items under Fund No. 11, Salaries and Wages, Regular, etc.

APPROPRIATION ORDINANCE NO. 35, 1945.

AN ORDINANCE appropriating the sum of Five Hundred Dollars, (\$500.00) from the anticipated, estimated and unappropriated 1945 balance of the General Fund of the City of Indianapolis to Fund No. 41, etc.

APPROPRIATION ORDINANCE NO. 36, 1945.

AN ORDINANCE transferring and reappropriating the sum of One Thousand Five Hundred Dollars (\$1,500.00), Gas Tax Monies from a certain item under Fund No. 12, Salaries and Wages, Regular, Gamewell Division, Department of Public Safety, of the City of Indianapolis, etc.

APPROPRIATION ORDINANCE NO. 37, 1945. (as amended)

AN ORDINANCE appropriating the total sum of Five Hundred Six Dollars and Seventy-Five Cents (\$506.75) from the anticipated, estimated and unappropriated 1945 balance of the General Fund of the City of Indianapolis, etc.

APPROPRIATION ORDINANCE NO. 38, 1945.

AN ORDINANCE of the City of Indianapolis, Indiana, appropriating the sum of Five Hundred Thousand Dollars (\$500,000.00) from

the proceeds of the sale of certain Municipal Airport Development Bonds to pay the cost of construction, remodeling and improving the Weir Cook Airport, and the building of an additional building to be used by the Civil Aeronautics Administration at said airport and for the acquisition of additional grounds and land for the Airport and all expenses necessary and incidental thereto together with all expenses necessary and incidental to the issuance of said bonds and including engineering and architects costs, not provided for in existing budgets and levies, and fixing a time when the same shall take effect.

SPECIAL ORDINANCE NO. 4, 1945.

AN ORDINANCE authorizing the sale, alienation and conveyance of certain land of the City of Indianapolis, and fixing a time when the same shall take effect.

SPECIAL ORDINANCE NO. 5, 1945.

AN ORDINANCE authorizing the sale, alienation and conveyance of certain land of the City of Indianapolis, and fixing a time when the same shall take effect.

Respectfully,

ROBERT H. TYNDALL,

Mayor

COMMUNICATIONS FROM CITY OFFICIALS

May 14, 1945.

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

Gentlemen:

In Re: Appropriation Ordinances Nos. 39-43, 1945, inclusive

I beg leave to report that pursuant to the laws of the State of Indiana, I caused "Notice to Taxpayers" to be inserted in the following newspapers, to-wit:

A. O. Nos. 39, 40, 41, 42, 43, 1945—Friday, May 11th, 1945—The Indianapolis Commercial and The Marion County Mail

that taxpayers would have the right to be heard on the above ordinances at the meeting of the Common Council to be held May 21, 1945 and by posting copies of said notices in the City Hall, Court House, and Police Station in the City of Indianapolis, which notices remained posted for ten days or more prior to date of hearing.

Sincerely,

FRANK J. NOLL, JR.,  
City Clerk

May 17, 1945.

The Common Council  
City of Indianapolis  
City Hall, Indianapolis, Indiana.

Gentlemen:

Pursuant to the directions of your body, the Board of Public Works and Sanitation prepared a select list of engineers, any of whom, in the opinion of this Board, was capable of rendering an efficient and complete engineering report to the City on the subject outlined in a letter of Mayor Robert H. Tyndall dated March 31, 1945. The engineers selected were as follows:

Greeley & Hansen  
6 N. Michigan Avenue  
Chicago, Illinois

Havens & Emerson  
Leader Building  
Cleveland, 14, Ohio

Metcalf & Eddy  
Statler Building  
Boston 16, Mass.

Russell B. Moore Co.  
1456 N. Delaware St.  
Indianapolis 2, Ind.

Malcolm Pirnie  
25 West 43rd Street  
New York 18, N. Y.

Whitman & Requardt  
1304 St. Paul St.  
Baltimore 2, Md.

In addition to the above list, other engineers requested hearings of the Board and in some instances, engineers were recommended to the Board for consideration. In all cases the engineers were given the opportunity to fully outline their experience and background for the consideration of our body. In addition to the above list, the Board conferred with, or received communications from, the following engineers:

Alvord, Burdick & Howson  
Chicago, Ill.

Chas. Cole & Son  
South Bend, Ind.

Consoer, Townsend & Associates  
Chicago, Ill.

Burns & McDonnell  
Kansas City, Mo.

Henry B. Steeg & Associates  
Indianapolis, Ind.

Under date of May 9, 1945 the firm of Greeley & Hansen informed the Board by letter that they were "not in position to submit a proposal."

Under date of April 21, 1945, Havens & Emerson wrote our Board, expressing their appreciation of our invitation and stating that they had to "respectfully decline your invitation to submit a proposal."

Metcalf & Eddy acknowledged our invitation with thanks and advised the Board that they expected one member of their firm to be "passing through Indianapolis sometime within the period." To date, no further word has been heard from this firm.

Mr. Malcolm Pirnie, in his letter of April 19, advised that "no one of the associate engineers in this office can be spared at this time

to aid you in arranging for the engineering services required." Mr. Pirnie also indicated that the amount of money estimated for the work would not be sufficient for his remuneration.

Burns & McDonnell, in a letter dated April 15, 1945, stated they were "so loaded up with engineering work" that they were unable to take on "any more engineering work."

Henry B. Steeg & Associates conferred with the Board and respectfully declined to submit a proposal.

Alvord, Burdick & Howson submitted a proposal dated April 28, 1945, that did not cover the requirements called for. Their proposal for the work in the sum of \$9,500.00 definitely indicated they were not familiar with the problem at hand and were evidently proposing only partial studies of the proposed project.

Consoer, Townsend & Associates proposed by letter dated April 24, 1945, to conduct their survey on a cost-plus-fixed-fee basis. The fee alone for this service was stated as \$35,000. In the opinion of the Board the actual costs of the engineering work added to the fee would exceed substantially the amount of monies estimated by the Board as the outside costs.

Chas. W. Coie conferred with the Board and under date of May 3, 1945, submitted a proposal. This proposal was not comprehensive and not in accord with the requirements of the Mayor's letter and was accordingly not considered.

Mr. Requardt, of the firm of Whitman & Requardt, appeared before the Board and discussed the survey in detail. This firm later submitted a proposal in keeping with the requirements of the Mayor's letter. Their fee was the sum of \$78,000.00.

The partners of the Russell B. Moore Company appeared before the Board and discussed the project in detail. Under the date of May 16, 1945, this firm submitted a proposal in comprehensive form and in compliance with the requirements of the Mayor's letter. In addition to these requirements, they offered several items of service that we believe would materially enhance the value of the report. In addition, in their letter of transmittal to the Board, this firm indicated that due credit would be given on the cost of any supplemental engineering work for the engineering services performed under the terms of this proposed contract.

The Board requested information from Purdue University which was provided by the University under their letter of May 10, 1945, signed by A. A. Potter, Dean of Engineering. The general advice contained in Dean Potter's letter was given careful consideration. We were informed, however, as follows: "Since my own specialty is in the field of power, I am unable to advise about the program outlined by the Mayor in his memorandum of April 13, 1945."

After careful consideration of all the proposals, the Board of Public Works and Sanitation has selected the firm of Russell B. Moore Co., Indianapolis, Indiana, as the Consulting Engineer on the work of the Sewer Survey and Report, subject to the necessary appropriation being made by the City Council.

All proposals and communications from the several engineers are on file at the office of the Board of Public Works.

Respectfully submitted,

WALTER E. HEMPHILL,  
Acting President of Board of  
Public Works and Sanitation.

May 21, 1945.

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

Gentlemen:

Attached are copies of Appropriation Ordinance No. 44, 1945, appropriating the sum of \$1,700.00 from the anticipated, estimated, unappropriated 1945 balance of the City General Fund to the Department of Public Works, Municipal Garage, Fund No. 22, Heat, Light & Power.

I respectfully recommend passage of this ordinance.

Yours very truly,

ROY E. HICKMAN,  
City Controller

May 21, 1945]

City of Indianapolis, Ind.

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May 21, 1945.

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

Gentlemen:

Attached are copies of Appropriation Ordinance No. 45, 1945, appropriating the sum of \$6,266.28 from the anticipated, estimated, unappropriated 1945 balance of the City General Fund to the Street Commissioner for the purchase of a sewer eductir.

I respectfully recommend passage of this ordinance.

Yours very truly,

ROY E. HICKMAN,

City Controller

May 21, 1945.

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

Gentlemen:

Attached are copies of Appropriation Ordinance No. 46, 1945, appropriating the sum of \$15,598.90 from the anticipated, estimated, unappropriated 1945 balance of the City General Fund to the Department of Public Works, Administration, Fund No. 22, Heat, Light and Power.

I respectfully recommend passage of this ordinance.

Yours very truly,

ROY E. HICKMAN,

City Controller

May 21, 1945.

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

Gentlemen:

Attached are copies of Appropriation Ordinance No. 47, 1945, reappropriating the sum of \$5,000.00 in the Department of Public Parks.

I respectfully recommend passage of this ordinance.

Yours very truly,

ROY E. HICKMAN,  
City Controller

May 21, 1945.

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

Gentlemen:

Submitted herewith is General Ordinance No. 34, 1945, prohibiting parking at all times in the following locations;

“On the south side of West Washington Street beginning at a point 136 feet west of the west curb line of Tibbs Avenue and extending west a distance of 65 feet;

On the south side of West Washington Street beginning at the east curb line of Tibbs Avenue and extending a distance of 112 feet”

and we respectfully recommend the passage of this ordinance.

Respectfully submitted,

BOARD OF PUBLIC SAFETY,  
WM. H. REMY, President



May 21, 1945.

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

Gentlemen:

Submitted herewith is General Ordinance No. 35, 1945, establishing a restricted parking zone for state owned vehicles only in the location,

“The south side of West Ohio Street between Capitol and Senate Avenues”

and we respectfully recommend the passage of this ordinance.

Respectfully submitted,

BOARD OF PUBLIC SAFETY,

WM. H. REMY, President

May 21, 1945.

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

Gentlemen:

Submitted herewith is General Ordinance No. 36, 1945, establishing two 25 foot “loading zones” as follows:

“25 foot ‘loading zone’ on the east side of North Alabama Street, starting at a point 16 feet south of the south curb line of East Court Street and extending south for a distance of 25 feet.”

“25 foot ‘loading zone’ on the west side of Delaware Street, starting at a point 136 feet south of the south curb line of East Washington Street and extending south a distance of 25 feet.”

We respectfully recommend the passage of this ordinance.

Respectfully submitted,

BOARD OF PUBLIC SAFETY,

WM. H. REMY, President

May 21, 1945.

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

Gentlemen:

Submitted herewith is General Ordinance No. 37, 1945, establishing a 25 foot "loading zone" as follows:

"25 foot 'loading zone' on the east side of Alabama Street starting at a point 24 feet north of the north curb line of Court Street and extending 25 feet north."

We respectfully recommend the passage of this ordinance.

Respectfully submitted,

BOARD OF PUBLIC SAFETY,

WM. H. REMY, President

May 21, 1945.

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

Gentlemen:

Attached please find copies of proposed General Ordinance No. 38, 1945, ratifying, confirming and approving a certain lease agreement made and entered into May 1, 1945 by and between the City of Indianapolis, acting by and through the Board of Public Works and

Sanitation, with the approval of the Mayor, and the Chicago and Southern Airlines, Inc., for the use of facilities at Weir Cook Airport by the Chicago and Southern Airlines, Inc., and fixing a time when the same shall take effect.

The Board of Public Works and Sanitation respectfully recommends the passage of this ordinance.

Very truly yours,

BOARD OF PUBLIC WORKS AND SANITATION,

OTTO T. FERGER, Executive Secretary

May 21, 1945.

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

Gentlemen:

Submitted herewith is Special Ordinance No. 6, 1945, approving and favoring the improvement, operation and maintenance of all airports and landing fields, now or hereafter owned by the City of Indianapolis, as provided for under the provisions of a certain Act of the General Assembly of Indiana, commonly known as the Airport Act of 1945; and repealing any ordinance in conflict therewith.

I respectfully recommend the passage of this ordinance.

Very truly yours,

ROBERT H. TYNDALL,  
Mayor

## MISCELLANEOUS COMMUNICATIONS

May 17, 1945.

The Common Council  
City of Indianapolis  
City Hall  
Indianapolis 4, Indiana.

Gentlemen:

In regard to the meeting held last Monday night pursuant to your call and at which Mr. Harry Claffey gave such a clear cut picture of the gasoline money situation relative to Marion County and the City of Indianapolis, I wish to confirm the statements which I made in behalf of the Marion County Council.

1. The evidence shows that both the County and the City have been "short-changed" on gas-funds;

2. There is no excuse for the delay which has occurred in attempting to correct this situation;

3. A plan for definite action should be worked out without further delay;

4. The Marion County Council will cooperate with your honorable body in what ever action is necessary and if funds are needed will appropriate its share of any agreed expense;

5. We are ready to appoint a committee of County Council members to cooperate and act in unison with a like committee from the Common Council. Our Committee would have full authority to act for and in behalf of the County Council.

The Common Council is certainly to be recommended for its action in attempting to bring matter to a head.

Very truly yours,

MARION COUNTY COUNCIL,

ADDISON J. PERRY, President

At this time those present were given an opportunity to be heard on Appropriation Ordinances Nos. 20, 21, 30, 39, 40, 41, 42, 43, 1945 and General Ordinances Nos. 11, 21, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 1945.

Mr. Dauss asked for recess. The motion was seconded by Mr. Jordan, and the Council recessed at 8:15 P. M.

The Council reconvened at 9:05 P. M., with the same members present as before.

## COMMITTEE REPORTS

Indianapolis, Ind., May 21, 1945.

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. 20, 1945, entitled

AN ORDINANCE appropriating the sum of Fifteen Thousand (\$15,000.00) Dollars from the anticipated, estimated and unappropriated 1945 balance of the General Fund, to Fund No. 26-B, Other Contractual, Sewer Survey, Administration, Department of Public Works,

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

HERMAN E. BOWERS, Chairman  
EDWARD R. KEALING  
R. C. DAUSS  
LUCIAN B. MERIWETHER  
A. ROSS MANLY

Indianapolis, Ind., May 21, 1945.

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. 21, 1945, entitled

AN ORDINANCE appropriating the sum of Thirty Thousand (\$30,000.00) Dollars from the anticipated, estimated and unappropriated 1945 balance of the General Fund, to the Department of Public Works, Administration, Fund No. 26-A, Sewer Survey Fund,

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

HERMAN E. BOWERS, Chairman  
EDWARD R. KEALING  
R. C. DAUSS  
LUCIAN B. MERIWETHER  
A. ROSS MANLY

Indianapolis, Ind., May 21, 1945.

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

Gentlemen:

We, your Committee on Public Safety, to whom was referred Appropriation Ordinance No. 30, 1945, entitled

AN ORDINANCE abolishing certain items under Fund No. 11, Police Radio Division, transferring certain other items and monies in the same fund, to Fund No. 11, Police Department; creating a new Captain of Radio under Fund No. 11, Police Radio Division, and transferring, reappropriating and reallocating the money required for his salary from money now held under one of the items hereby abolished,

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

R. C. DAUSS, Chairman  
EDWARD R. KEALING  
HERMAN E. BOWERS  
CARSON C. JORDAN

Indianapolis, Ind., May 21, 1945.

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

Gentlemen:

We, your Committee on Public Health, to whom was referred Appropriation Ordinance No. 39, 1945, entitled

AN ORDINANCE appropriating the total sum of Two Hundred Fifteen (\$215.00) Dollars from the anticipated, estimated and unappropriated 1945 balance, Public Health and Hospitals, to certain designated funds in the same Department,

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

LUCIAN B. MERIWETHER, Chairman  
EDWARD R. KEALING  
A. ROSS MANLY

Indianapolis, Ind., May 21, 1945.

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

Gentlemen:

We, your Committee on Public Health, to whom was referred Appropriation Ordinance No. 40, 1945, entitled

AN ORDINANCE transferring and reappropriating the sum of Nine Hundred Dollars (\$900.00) from a designated fund in the City

Hospital Division to another designated item and fund in the same Division and Department for the purpose of employing an architect,

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

LUCIAN B. MERIWETHER, Chairman  
EDWARD R. KEALING  
A. ROSS MANLY

Indianapolis, Ind., May 21, 1945.

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

Gentlemen:

We, your Committee on Public Safety, to whom was referred Appropriation Ordinance No. 41, 1945, entitled

AN ORDINANCE creating a continuing Fund to be designated as "Building Demolition, Repair and Contingent Fund," commonly known as Senate Bill No. 128; and appropriating thereto the sum of Five Thousand Dollars (\$5,000.00) from the anticipated, estimated and unappropriated 1945 balance of the General Fund,

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

R. C. DAUSS, Chairman  
EDWARD R. KEALING  
HERMAN E. BOWERS  
CARSON C. JORDAN

Indianapolis, Ind., May 21, 1945.

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. 42, 1945, entitled

AN ORDINANCE transferring and reappropriating the sum of (\$2,187.50) Two Thousand One Hundred Eighty-Seven Dollars Fifty Cents from a certain item and fund in the Garbage Reduction Plant, to a certain item in the same fund, Division and Department, for the purpose of creating a new position of Assistant Manager,

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

HERMAN E. BOWERS, Chairman  
EDWARD R. KEALING  
R. C. DAUSS  
LUCIAN B. MERIWETHER  
A. ROSS MANLY

Indianapolis, Ind., May 21, 1945.

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

Gentlemen:

We, your Committee on Public Works, to whom was referred Appropriation Ordinance No. 43, 1945, entitled

AN ORDINANCE to increase salaries and create new jobs in the Engineering Department Division, Department of Public Works,

beg leave to report that we have had said ordinance under consideration, and recommend that the same be amended on second reading and ordered engrossed.

EDWARD R. KEALING, Chairman  
HERMAN E. BOWERS  
R. C. DAUSS  
WM. A. BROWN  
CARSON C. JORDAN

Indianapolis, Ind., May 21, 1945.

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

Gentlemen:

We, your Committee on Public Safety, to whom was referred  
General Ordinance No. 11, 1945, entitled

AN ORDINANCE concerning licensing of taxicab drivers,

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

R. C. DAUSS, Chairman  
EDWARD R. KEALING  
HERMAN E. BOWERS  
OTTO H. WORLEY  
CARSON C. JORDAN

Indianapolis, Ind., May 21, 1945.

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

Gentlemen:

We, your Committee on City Welfare, to whom was referred  
General Ordinance No. 21, 1945, entitled

AN ORDINANCE regulating construction, repair, remodeling and  
change of tenants, of buildings in the City, providing a penalty  
for violation,

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

CARSON C. JORDAN, Chairman  
WM. A. BROWN  
A. ROSS MANLY  
LUCIAN B. MERIWETHER  
HERMAN E. BOWERS

Indianapolis, Ind., May 21, 1945.

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

Gentlemen:

We, your Committee on City Welfare, to whom was referred  
General Ordinance No. 24, 1945, entitled

AN ORDINANCE amending Section 54 of Article VIII of General  
Ordinance No. 96, 1928, as amended,

be gleave to report that we have had said ordinance under consider-  
ation, and recommend that the same be passed.

CARSON C. JORDAN, Chairman  
A. ROSS MANLY  
LUCIAN B. MERIWETHER  
HERMAN E. BOWERS

Indianapolis, Ind., May 21, 1945.

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

Gentlemen:

We, your Committee on Finance, to whom was referred General  
Ordinance No. 25, 1945, entitled

AN ORDINANCE authorizing the Board of Public Safety to purchase  
certain materials and supplies to be paid for out of funds here-  
tofore appropriated,

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

HERMAN E. BOWERS, Chairman  
EDWARD R. KEALING  
R. C. DAUSS  
LUCIAN B. MERIWETHER  
A. ROSS MANLY

Indianapolis, Ind., May 21, 1945.

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

Gentlemen:

We, your Committee on Public Works, to whom was referred General Ordinance No. 26, 1945, entitled

AN ORDINANCE authorizing Board of Public Works and Sanitation to contract for the repair and reconditioning of the steam heating systems of the City Hall, Tomlinson Hall, City Market and Municipal Garage,

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

EDWARD R. KEALING, Chairman  
HERMAN E. BOWERS  
R. C. DAUSS  
CARSON C. JORDAN

Indianapolis, Ind., May 21, 1945.

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. 27, 1945, entitled

AN ORDINANCE prohibiting and regulating traffic on a certain designated part of Indiana Avenue,

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

CARSON C. JORDAN  
R. C. DAUSS  
HERMAN E. BOWERS  
A. ROSS MANLY

Indianapolis, Ind., May 21, 1945.

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

Gentlemen:

We, your Committee on Public Safety, to whom was referred  
General Ordinance No. 28, 1945, entitled

AN ORDINANCE establishing a certain passenger and/or loading  
zone 22nd and Yandes Sts.,

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

R. C. DAUSS, Chairman  
EDWARD R. KEALING  
HERMAN E. BOWERS  
CARSON C. JORDAN

Indianapolis, Ind., May 21, 1945.

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

Gentlemen:

We, your Committee on Law & Judiciary, to whom was referred  
General Ordinance No. 29, 1945, entitled

AN ORDINANCE providing for flat-to-the-curb parking on both  
sides of E. Market St. between Delaware and Alabama Sts.,

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

HERMAN E. BOWERS  
EDWARD R. KEALING  
LUCIAN B. MERIWETHER

Indianapolis, Ind., May 21, 1945.

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

Gentlemen:

We, your Committee on Public Safety, to whom was referred  
General Ordinance No. 30, 1945, entitled

AN ORDINANCE regulating and permitting parking on certain parts  
of certain streets, which parking was heretofore prohibited and  
repealing all ordinances or parts of ordinances in conflict here-  
with,

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

R. C. DAUSS, Chairman  
EDWARD R. KEALING  
HERMAN E. BOWERS  
CARSON C. JORDAN

Indianapolis, Ind., May 21, 1945.

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

Gentlemen:

We, your Committee on Law & Judiciary, to whom was referred  
General Ordinance No. 31, 1945, entitled

AN ORDINANCE providing for free birth and death certificates for  
the purpose of establishing veterans' birth and/or death,

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

HERMAN E. BOWERS  
EDWARD R. KEALING  
LUCIAN B. MERIWETHER

Indianapolis, Ind., May 21, 1945.

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

Gentlemen:

We, your Committee on Public Safety, to whom was referred  
General Ordinance No. 32, 1945, entitled

AN ORDINANCE establishing bus and trolley stop zones within the  
congested district of Indianapolis,

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

R. C. DAUSS, Chairman  
EDWARD R. KEALING  
HERMAN E. BOWERS  
CARSON C. JORDAN

Indianapolis, Ind., May 21, 1945.

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

Gentlemen:

We, your Committee on Finance, to whom was referred General  
Ordinance No. 33, 1945, entitled

AN ORDINANCE ratifying and approving a certain lease contract  
by and between the City of Indianapolis by and through its  
Board of Public Works and Sanitation, with the approval of  
its Mayor and the United States of America, Civil Aeronautics  
Administration, entered into the 11th day of April, 1945,

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

HERMAN E. BOWERS, Chairman  
EDWARD R. KEALING  
R. C. DAUSS  
LUCIAN B. MERIWETHER  
A. ROSS MANLY

## INTRODUCTION OF APPROPRIATION ORDINANCES

By the City Controller:

## APPROPRIATION ORDINANCE NO. 44, 1945

AN ORDINANCE appropriating the sum of One Thousand Seven Hundred Dollars (\$1,700.00) from the anticipated, estimated and unappropriated 1945 balance of the General Fund of the City of Indianapolis to Fund No. 22, Heat, Light and Power, Municipal Garage, Department of Public Works; And Fixing a time when the same shall take effect.

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

Section 1. That the sum of One Thousand Seven Hundred Dollars (\$1,700.00) be and the same is hereby appropriated from the anticipated, estimated and unappropriated 1945 balance of the General Fund of the City of Indianapolis to Fund No. 22, Heat, Light and Power, Municipal Garage, Department of Public Works.

Section 2. This Ordinance shall be in full force and effect when its passage, approval by the Mayor, and compliance with all law pertaining thereto.

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

By the City Controller:

## APPROPRIATION ORDINANCE NO. 45, 1945

AN ORDINANCE appropriating the sum of Six Thousand Two Hundred Sixty-Six Dollars and Twenty-Eight Cents (\$6,266.28) from the anticipated, estimated and unappropriated 1945 balance of the General Fund of the City of Indianapolis to Fund No. 72, Equipment, Street Commissioner Division, Department of Public Works, for the purchase of one sewer eductor: And fixing a time when the same shall take effect.

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

Section 1. That the sum of Six Thousand, Two Hundred Sixty-



Six Dollars and Twenty-Eight Cents (\$6,266.28) be and the same is hereby appropriated from the anticipated, estimated and unappropriated 1945 balance of the General Fund of the City of Indianapolis to Fund No. 72, Equipment, Street Commissioner Division, Department of Public Works, for the purchase of one sewer eductor.

Section 2. This Ordinance shall be in full force and effect upon its passage, approval by the Mayor, and compliance with all law pertaining thereto.

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

By the City Controller:

APPROPRIATION ORDINANCE NO. 46, 1945

AN ORDINANCE appropriating the sum of Fifteen Thousand Five Hundred Ninety-Eight Dollars and Ninety Cents (\$15,598.90) from the anticipated, estimated and unappropriated 1945 balance of the General Fund of the City of Indianapolis to Fund No. 22, Heat, Light and Power, Administration, Department of Public Works; and fixing a time when the same shall take effect.

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

Section 1. That the sum of Fifteen Thousand Five Hundred Ninety-Eight Dollars and Ninety Cents (\$15,598.90) be and the same is hereby appropriated from the anticipated, estimated and unappropriated 1945 balance of the General Fund of the City of Indianapolis to Fund No. 22, Heat, Light and Power, Administration, Department of Public Works of said City.

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

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

By the City Controller:

## APPROPRIATION ORDINANCE NO. 47, 1945

AN ORDINANCE transferring, reappropriating and reallocating the sum of Five Thousand (\$5,000.00) Dollars from certain items under Fund No. 11, Salaries and Wages, Regular, Department of Public Parks to another item and fund in the same department; and fixing a time when the shall take effect.

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

Section 1. That the total sum of Five Thousand (\$5,000.00) Dollars now held in the following items under Fund No. 11, Salaries and Wages, Regular, Department of Public Parks, in the respective amounts indicated, to-wit:

## Division of Planning and Construction

1 Park Planner @ \$3,840.00 -----	\$3,840.00
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## Division of Recreation

1 Asst. Superintendent @ \$3,840.00 -----	\$1,600.00
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-----	\$5,000.00
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be and the same is hereby transferred, reappropriated and reallocated to Fund No. 32, Fuel, in the same Department.

Section 2. This Ordinance shall be in full force and effect upon its passage, approval by the Mayor, and compliance with all law pertaining thereto.

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

## INTRODUCTION OF GENERAL ORDINANCES

By the Board of Public Safety:

## GENERAL ORDINANCE NO. 34, 1945

AN ORDINANCE prohibiting parking on certain parts of certain streets in the City of Indianapolis; Providing a penalty for violation thereof; 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 it shall be unlawful for the operator of any vehicle to park the same, or suffer, permit or allow the same to be parked at any time upon certain parts of certain streets in the City of Indianapolis, described as follows:

“On the South Side of West Washington Street beginning at a point 136 feet west of the west curb line of Tibbs Avenue and extending west a distance of 65 feet;  
On the South Side of West Washington Street beginning at the east curb line of Tibbs Avenue and extending east a distance of 112 feet.”

Section 2. Any person violating any provision of this Ordinance shall upon conviction, be fined in any sum not exceeding Three Hundred (\$300.00) Dollars, to which may be added imprisonment not exceeding One Hundred Eighty (180) days.

Section 3. This Ordinance shall be in full force and effect upon its passage, approval by the Mayor, and publication according to law.

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

By the Board of Public Safety:

GENERAL ORDINANCE NO. 35, 1945

AN ORDINANCE establishing a restricted parking zone on a certain part of West Ohio Street in the City of Indianapolis; providing a penalty for violation thereof; 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 hereinafter designated part of West Ohio Street in the City of Indianapolis be and the same is hereby established as a restricted parking zone for state owned vehicles only and shall be used only for the parking of state owned vehicles—such zone being bounded and described as follows, to-wit:

The south side of West Ohio Street between Capitol and Senate Avenues.

Section 2. Any person violating this ordinance shall, upon conviction, be fined in any sum not exceeding Twenty-Five (\$25.00) Dollars, to which may be added imprisonment not exceeding Ten (10) days.

Section 3. This Ordinance shall be in full force and effect upon its passage, approval by the Mayor, and publication according to law.

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

By the Board of Public Safety:

#### GENERAL ORDINANCE NO. 36, 1945

AN ORDINANCE establishing certain passenger and/or loading zones in the City of Indianapolis, pursuant to the provisions of Section 26 of General Ordinance No. 96-1928, as amended by General Ordinance 31-1931, as amended by General Ordinance 58-1931; 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 public streets in the City of Indianapolis, 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 section 26 of General Ordinance No. 96-1928, as amended, relative to the establishment of passenger and/or loading zones at the places hereinafter set out, and the Board of Public Safety having caused investigation to be made thereof and having recommended thereof according to law—the following passenger and/or loading zones by and the same are hereby established, to-wit:

“25 foot ‘loading zone’ on the east side of North Alabama Street, starting at a point 16 feet south of the south curb line of East Court Street and extending south for a distance of 25 feet.”

“25 foot ‘loading zone’ on the west side of Delaware Street starting at a point 136 feet south of the south curb line of East Washington Street and extending south a distance of 25 feet.”

Section 2. This Ordinance shall be in full force and effect upon its passage and approval by the Mayor.

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

By the Board of Public Safety:

GENERAL ORDINANCE NO. 37, 1945

AN ORDINANCE establishing a certain passenger and/or loading zone in the City of Indianapolis, pursuant to the provisions of Section 26 of General Ordinance No. 96-1928, as amended by General Ordinance No. 31-1931, as amended by General Ordinance No. 58-1931; 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 a certain street in the City of Indianapolis with ingress and egress for passengers, materials and merchandise coming to or going from such premises, such owners having complied with all provisions of law concerning same, and the Board of Public Safety having caused investigation to be made thereof and having recommended its establishment, the following passenger and/or loading zone be and the same is hereby established in the City of Indianapolis, to-wit:

“25 foot ‘loading zone’ on the east side of Alabama Street starting at a point 24 feet north of the north curb line of Court Street and extending 25 feet north.”

Section 2. This Ordinance shall be in full force and effect upon its passage and approval by the Mayor.

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

By the Board of Public Works and Sanitation:

## GENERAL ORDINANCE NO. 38, 1945

AN ORDINANCE ratifying, confirming and approving a certain lease agreement made and entered into on the 1st day of May, 1945, by and between the City of Indianapolis, acting by and through its Board of Public Works and Sanitation, with approval of its Mayor, as Lessor, and Chicago and Southern Airlines, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, with its principal place of business at Municipal Airport, Memphis 2, Tennessee, as Lessee, wherein the City of Indianapolis has demised and leased to said corporation certain premises and facilities, rights, licenses and privileges, and in connection with the property and improvement of Lessor, known as the Weir Cook Airport, which are more particularly described and set out in said lease; and upon the terms, conditions and provisions provided in said lease; and fixing a time when the same shall take effect.

WHEREAS, heretofore, to-wit: on the 1st day of May, 1945, the City of Indianapolis, by and through its Board of Public Works and Sanitation, with the approval of its Mayor, entered into a certain lease agreement with the Chicago and Southern Airlines, Inc., which said lease agreement is in the following words and figures, to-wit:

## AGREEMENT

This Agreement of Lease made this 1st day of May, 1945, by and between the City of Indianapolis, a municipal corporation of Marion County, State of Indiana, (hereinafter referred to as "Lessor"), acting by and through its Board of Public Works and Sanitation, with the approval of its Mayor, and

## CHICAGO &amp; SOUTHERN AIRLINES, INC.

a corporation organized and existing under and by virtue of the laws of the State of Delaware, (hereinafter referred to as "Lessee"), with its principal place of business at Municipal Airport, Memphis 2, Tennessee.

## WITNESSETH:

WHEREAS, the Lessor is the owner and operator of Weir Cook Airport, in Marion County, Indiana; and

WHEREAS, Lessee is engaged in the business of transporting persons, property and mail by air, and Lessor desires to lease and grant, and Lessee desires to hire and obtain, certain premises and facilities on said Airport, together with certain rights, licenses and privileges thereon;

NOW, THEREFORE, the parties hereto, for and in consideration of rents, covenants and agreements contained herein, agree as follows:

#### ARTICLE I—PREMISES

Lessor does hereby demise and let unto Lessee, and Lessee does hereby hire and take from Lessor, the following premises and facilities, rights, licenses and privileges on and in connection with the property and improvements of Lessor known as the Weir Cook Airport, as more particularly hereinafter set forth:

(A) Use of Airport. The use (in common with other duly authorized users) of said Airport and appurtenances, together with all facilities, improvements, equipment and services which have been or may hereafter be provided at or in connection with said Airport from time to time, subject to rules and regulations as provided in Article VIII herein, which use shall include:

(1) The operation of a transportation system by aircraft for the carriage of persons, property, freight, express and mail (hereinafter referred to as "air Transportation"), including all activities reasonably necessary to such operation.

(2) The repairing, maintaining, conditioning, servicing, parking or storage of aircraft or other equipment owned or operated by Lessee; provided, however, that this paragraph shall not be construed to require Lessor to make available hangar space.

(3) The training at the Airport of personnel actually in the employ of or to be employed by Lessee, and the testing of aircraft and equipment owned or operated by Lessee: it being understood that such training and testing shall be incident to the use of the Airport in the operation by Lessee of its air transportation system.

(4) The right from time to time, but not as a regular course of business, to sell and dispose of Lessee's aircraft, en-

gines, accessories, and other equipment or supplies, gasoline, oil lubricants, or other fuel, insofar as same may be incidental to Lessee's operation of an air transportation system, but not otherwise, it being expressly understood and agreed that this subsection shall not be construed as authorizing the conduct of a separate business by Lessee, provided, however, that Lessee shall not sell or dispose of gasoline or other fuel except in emergencies where fuel of the type required is not available from the fuel concessionaire at the airport.

(5) The servicing by Lessee, or by its suppliers, of aircraft or other equipment owned or operated by Lessee by truck or otherwise, with gasoline, oil, greases and any other fuel or other supplies required by Lessee.

(6) The landing, taking off, parking, loading and unloading of aircraft or other equipment owned or operated by Lessee.

(7) The right to load and unload persons, property, freight and express and mail at said Airport by such motor vehicles or other means of conveyance as Lessee may desire or require in the operation of its air transportation system, with the right to designate the particular carrier, or carriers, who shall or may transport Lessee's passengers and cargo to and from the Airport.

(8) The right to install and operate a reasonable number of identifying signs on the leased premises, the general type, design and location of such signs to be subject to the written approval of the Board of Public Works and Sanitation.

(9) The right to install, maintain and operate at the expense of the Lessee, such radio, communications, meteorological and aerial navigation equipment and facilities in, on and about the premises herein leased at said Airport as may be necessary or convenient, in the opinion of the Lessee, for its operations; provided, that the location of such equipment and facilities as might interfere with full and proper use of the Airport shall be subject to approval by the Board of Public Works and Sanitation.

(10) In the event that Lessor shall provide, at the written request of Lessee, additional airport facilities of a type or types not now provided or operated by Lessor at said Airport Lessee agrees to pay a fair proportionate share of the cost of



operation and maintenance of such facilities, such share to be determined by agreement of the parties prior to installation of such facilities.

(B) Space in Administration Building. The exclusive use of about-----square feet of space in the Administration Building, as the same is more particularly set forth and shown on the floor plan attached hereto as a part of Exhibit A, for use of Lessee in connection with or incidental to its operation of an air transportation system, such use to include the sale of tickets, accident insurance, manifesting of passengers and cargo, handling of mail, baggage and cargo, and the operation of a general traffic, operations, meteorological and communications office.

(C) Public Space in Administration Building. The use by Lessee, its employees, passengers, guests, patrons and invitees in common, however, with others, of all public spaces, in said Administration Building, as outlined in red in Exhibit A, and all additional public space which may hereafter be made available in said Administration Building or any additions thereto, including its lobby, waiting room, hallways, rest rooms, room for flight personnel and other public and passenger conveniences.

(D) Parking Space. The use by Lessee and its employees, in common only with other air transport operators who may be lessees of space at the Airport and their employees, of an adequate vehicular parking space, to be designated by Lessor, located as near as possible to the Administration Building, without charge to Lessee or its employees. The use by Lessee and its passengers (including persons calling for and delivering passengers), in common only with the other air transport operators who may be lessees of space at the Airport and their passengers, of an adequate parking space as near as possible to said Administration Building, without charge to Lessee or to said passengers.

Provided, however, that such parking spaces shall be limited to the extent of grounds and space available to Lessor for such purposes; and, provided, further that Lessor shall not be required, except in its own discretion, to furnish parking police or attendants or other police protection for such parking spaces.

(E) Right of Access, Ingress and Egress. The full and unre-

stricted access and ingress to and egress from the premises at the Airport, herein leased and licensed, for Lessee, its employees, passengers, guests, patrons, invitees, suppliers of materials and furnishers of service, its or their aircraft, equipment, vehicles, machinery and other property, without charge to Lessee, or to said persons or property.

#### ARTICLE II—TERM

Lessee shall have and hold said premises, facilities, rights, licenses and privileges set forth in paragraphs (A) to (E), inclusive of Article I, for a term of Ten (10) years, commencing on the 1st day of May, 1945, and terminating at the end of the 30th day of April, 1955, unless sooner terminated as hereinafter provided.

#### ARTICLE III—RIGHT TO LEASE PROPERTY

Lessor represents that it has the right to lease said property together with all facilities, rights, licenses and privileges herein granted, and has full power and authority to enter into this lease in respect thereof.

#### ARTICLES IV—CHARGES, FEES OR TAXES

Lessor agrees that no charges, fees, licenses, excise or operating taxes, or tolls, other than herein expressly provided, shall be charged or collected by it from Lessee or any other person, including suppliers of materials or furnishers of services, for the privilege of transporting, loading, unloading, or handling persons, property or mail to, from, into or on said Airport in connection with Lessee's business.

#### ARTICLE V

##### RIGHT TO PURCHASE SUPPLIES AND MATERIALS

Lessee shall have the full right of purchasing at said Airport or elsewhere, its requirements of gasoline, fuel, lubricating oil, grease, food and other passenger supplies, and any other materials and supplies from any person or company of its choice, and no charges, fees, taxes, or tolls of any kind, except as herein expressly set forth, shall be charged by Lessor, directly or indirectly, against Lessee or its suppliers for the privilege of using, storing, withdrawing, handling, consuming or transporting the same to, from or on said Airport.

**ARTICLE VI—LESSEE'S STORAGE FACILITIES**

Lessee may at its own cost and expense erect, install, and maintain on said Airport such adequate storage facilities, excluding hangers, shops and freight sheds as it may determine to be necessary for us in connection with its air transportation operations for gasoline, oil, greases, and any other fuel, and for other supplies and equipment, at convenient locations, whether underground or on the surface, as may be mutually agreed upon by and between Lessor and Lessee, together with the necessary pipes, pumps, motors, filters, racks, housing and other appurtenances incidental to the use thereof. No restrictions shall be placed upon the Lessee as to the architects, builders or contractors who shall be employed by it in connection with the erection of any such storage facility.

Any such storage facility erected or installed by the Lessee pursuant to this Article shall not become a part of the land on, or in, which it is erected, but shall be and remain the property of Lessee.

**ARTICLE VII—MAINTENANCE AND OPERATION OF AIRPORT**

Lessor agrees to maintain and operate said Airport so as to entitle it to an approved rating by the C.A.A., equivalent to or higher than the one which it now holds, in respect to all operations of Lessee now or hereafter approved by said C.A.A.

It is expressly understood and agreed that the Lessor will keep the public space in the Administration Building in good repair and will provide and supply water heat (such heating during cold weather to be sufficient to keep the building at a reasonable temperature) for the entire building. The Lessor will also provide adequate electric light for the public space in the said building, but the Lessee will pay for its own electric bulbs or additional fixtures in the exclusive office space occupied by Lessee. The Lessor will furnish janitors and other cleaners necessary to keep the Airport and the public spaces in the Administration Building clean, neat, orderly, sanitary and presentable, together with such personnel as may be necessary to facilitate the use of the Airport and Administration Building and the appurtenances, facilities and services as aforesaid by anyone hereunder entitled to use the same; provided, however, that Lessee shall furnish its own janitor service in respect to the office space exclusively occupied by it, and in addition thereto shall pay for any electric current used by it in the operation of its equip-

ment, pumping facilities, office space, and all other electric current used exclusively by Lessee.

#### ARTICLE VIII—RULES AND REGULATIONS

Lessee covenants and agrees to observe and obey all reasonable rules and regulations (not in conflict with the provisions hereof) which may from time to time during the term hereof be promulgated by Lessor, or any of its agencies, for operation of said Airport.

#### ARTICLE IX

##### DAMAGE OR DESTRUCTION OF ADMINISTRATION BUILDING

If any property, part or all of which is leased to Lessee, shall be partially damaged by fire or other casualty, but not rendered untenable, the same shall be repaired with due diligence by the Lessor at its own cost and expense; if the damage shall be so extensive as to render the premises untenable, but capable of being repaired in sixty (60) days, the same shall be repaired with due diligence by the Lessor at its own cost and expense, and the rent payable hereunder shall be proportionately paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be in order; and in case such property is completely destroyed by fire or other casualty, or so damaged as to remain untenable for more than sixty (60) days, at the option of the Lessee either; (1) said premises shall be repaired or reconstructed with due diligence by the Lessor at its own cost and expense and the rent payable therefor shall be proportionately paid up to the time of such damage or destruction and shall thenceforth cease until such time as the premises shall be put in order; provided, however, that the rent provided herein shall continue and be paid by Lessee on any usable portion of said property, covered by this Lease, which has not been damaged by fire or other casualty and the rent on such portion of said property to be proportionately paid; or (2) within ninety (90) days after the time of such damage or destruction and before the said premises shall be put in order and before contract for repair or reconstruction thereof has been signed, the Lessee shall give the Lessor notice of its intention to cancel this lease, or the portion thereof relating to such property, in which case this lease, in its entirety, or the portion thereof relating to such property shall forthwith cease and determine; provided, however, that this lease shall not be cancelled in its entirety by reason of

damage by fire or other casualty unless the property covered by this lease shall be damaged to such an extent that none of such property is useable by Lessee, but may be cancelled in part upon that portion of said property which has been so damaged to an extent which renders it unusable by Lessee.

#### ARTICLE X—CANCELLATION BY LESSOR

In the event that Lessee shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and the Lessee is thereafter adjudicated bankrupt pursuant to such proceedings, or that the court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act, or that a receiver of Lessee's assets shall be appointed, or that Lessee shall be divested of, or be prevented by any final action of any Federal or State Authority from conducting and operating its transportation system for the carriage of persons, property and mail by aircraft at the Airport, or that Lessee shall fail to perform, keep and observe any of the terms, covenants and conditions herein contained on the part of the Lessee to be performed, kept or observed, the Lessor may give the Lessee notice to correct such condition or cure such default; and if any such condition or default shall continue for sixty (60) days after the receipt of such notice by the Lessee, the Lessor may, after the lapse of said sixty (60) day period and prior to the correction of or curing of such condition or default, terminate this lease by a twenty (20) day written notice; and the term hereby demised shall thereupon cease and expire at the end of such twenty (20) days, in the same manner and to the same effect as if it were the expiration of the original term.

The acceptance of rental by the Lessor for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee, shall not be deemed a waiver of any right on the part of the Lessor to cancel this lease for such default.

No waiver of default by Lessor of any of the terms, covenants or conditions hereof to be performed, kept and observed by Lessee shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee.

#### ARTICLE XI—CANCELLATION BY LESSEE

Lessee, in addition to any right of cancellation or any other

rights herein given to Lessee, may cancel this lease in its entirety and terminate all or any of its obligations hereunder at any time, by thirty (30) days written notice upon or after the happening of any one of the following events:

- (A) The failure or refusal of the Civil Aeronautics Authority to continue the right of Lessee to operate into and from said Airport.
  - (B) The termination of Lessee's obligation or right (imposed by contract or otherwise) to the Federal Government for the carriage of United States air mail to, from or through Indianapolis, Indiana.
  - (C) The failure or refusal by the Post Office Department, or any other competent governmental authority, to designate the said Airport as the terminal point for Indianapolis, Indiana, for the receiving and dispatching of United States air mail; or the withdrawal of such designation by such governmental agencies.
  - (D) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of said Airport or any part thereof for airport purposes, and the remaining in force of such injunction for a period of at least ninety (90) days.
  - (E) The breach by Lessor of any of the covenants and agreements herein contained and the failure of Lessor to remedy such breach for a period of ninety (90) days after receipt of written notice of the existence of such breach.
  - (F) The inability of Lessee to use said premises and facilities continuing for a longer period than sixty (60) days, whether due to any law or order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of Lessee, or due to war, sabotage, earthquake, or other casualty which is not a result of the negligent acts or negligent omissions of Lessee or its employees.
  - (G) Any action of the Civil Aeronautics Authority refusing to permit Lessee to operate into, from or through said Airport such aircraft as Lessee may reasonably desire to operate provided all such aircraft have been approved by the Civil Aeronautics Authority.
- No Waiver of Default by Lessee of any of the terms, covenants or conditions hereof to be performed, kept

observed by Lessor shall be construed to be or act as a waiver by Lessee of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessor.

#### ARTICLE XII—OPTION TO LEASE ADDITIONAL SPACE

The Lessee shall have the right and option at any time, and from time to time during the term hereof, to lease any additional space at the Airport not necessary to Lessor's operation of the Airport and at the time not leased to others, whether such space is adjacent to the space leased hereunder or otherwise, upon such terms and conditions as may be agreed upon at such time by Lessor and Lessee.

#### ARTICLE XIII

#### COVENANT NOT TO GRANT MORE FAVORABLE TERMS

Lessor covenants and agrees not to enter into any lease, contract or agreement with any other scheduled air transport operator, with respect to the Airport, containing more favorable terms than this lease or to grant any other scheduled air transport operator, rights, privileges or concessions with respect to the said Airport, which are not accorded to the Lessee hereunder unless the same terms, rights, privileges and concessions are concurrently made available to the Lessee.

#### ARTICLE XIV—QUIET ENJOYMENT

Lessor agrees that, on payment of the rent and performance of the covenants and agreements on the part of the Lessee to be performed hereunder, Lessee shall peaceably have and enjoy the leased premises and all the rights and privileges of said Airport, its appurtenances and facilities, as provided in this lease.

#### ARTICLE XV—SURRENDER OF POSSESSION

Lessee agrees to yield and deliver to Lessor possession of the premises exclusively leased herein at the termination of this lease, by expiration or otherwise, or of any renewal or extension hereof, in good condition in accordance with its with its express obligations hereunder, except for reasonable wear and tear, fire or other casualty, Lessee shall have the right at any time during said term, or any renewal or extension thereof, or within thirty (30) days after such termi-

nation, to remove all fixtures and equipment and any other personal property installed or placed by it at its expense, in, on or about the premises herein leased without restriction whatsoever; subject, however, to any valid lien which Lessor may have thereon for unpaid rents or fees, provided, that Lessee shall tender reasonable compensation to owners of any property rightfully on the premises which may be substantially injured or destroyed by such removal; provided, that Lessee, in the removal of any such property, shall not in any unreasonable way interfere with the operation of the Airport.

#### ARTICLE XVI—AIRPORT RESPONSIBILITY

The Lessee, under the terms of this agreement, will not be in control or possession of said Airport (except as to the parts thereof leased exclusively to Lessee), and Lessee does not assume responsibility for the conduct or operation of the said Airport or for the physical or other conditions of the same, not due to Lessee's own negligent acts or negligent omissions.

#### ARTICLE XVII—INSURANCE

Lessee now has and expects to maintain throughout the life of this agreement commercial liability insurance or self-insurance in the following minimum amounts: \$40,000.00 per person; \$100,000.00 per accident; \$50,000.00 property.

#### ARTICLE XVIII—CIVIL AERONAUTICS AUTHORITY

Whenever the term "Civil Aeronautics Authority," (C.A.A.) is used in this lease, it shall be construed as referring to the Civil Aeronautics Authority created by the Federal Government under the Civil Aeronautics Act of 1938, or to such other agency or agencies of the Federal Government having from time to time similar jurisdiction over the Lessee or its business.

#### ARTICLE XIX—ASSIGNMENT OF LEASE

Lessee shall not at any time assign this lease or any part thereof, without the consent in writing of Lessor; provided, however, that Lessee may assign this lease upon written notice to Lessor without such consent to any corporation with which Lessee may merge or consolidate or which may succeed to the business assets or any substantial part thereof of the Lessee.



ARTICLE XX—NOTICES

Notices to the Lessor provided for herein shall be sufficient if sent by registered mail, postage prepaid to the Board of Public Works and Sanitation of the City of Indianapolis, Indiana, with copy to Superintendent of Airport, and notices to the Lessee, if sent by registered mail, postage prepaid, addressed to the Lessee, at, Municipal Airport, Memphis 2, Tennessee, or to such other respective address as the parties may designate in writing from time to time.

ARTICLE XXI—RENTALS AND FEES

For-----square feet of floor space, as provided in paragraph B of Article I hereof, and used exclusively by Lessee in Administration Building, Lessee shall pay to Lessor the following rental:

- (a) \$2.00 per sq. foot on the ground floor.
- (b) \$1.50 per sq. foot for areas on second floor.
- (c) 50c per sq. foot for shop space.

From and after the date hereof, and until March 31, 1949, Lessee shall pay to Lessor a fee each calendar month with respect to each of Lessee's scheduled trip arrivals at said Airport, as follows:

- (1) For each of the first two scheduled trip arrivals, per month -----\$100.00
- (2) For each of the new scheduled trip arrivals, per month -----\$ 75.00
- (3) For each of the next six scheduled trip arrivals, per month -----\$ 50.00
- (4) For each additional scheduled trip arrival, per month -----\$ 25.00

From April 1, 1949, to the day of termination of this lease, Lessee shall pay to Lessor a fee each calendar month with respect to each of Lessee's scheduled trip, arrivals at said airport as follows:

- (1) For each of the first two scheduled trip arrivals, per month -----\$110.00
- (2) For each of the next two scheduled trip arrivals, per month -----\$ 82.50
- (3) For each of the next six scheduled trip arrivals, per month -----\$ 55.00

- (4) For each additional scheduled trip  
 arrival, per month -----\$ 27.50

The time table of the Lessee in effect for each current month shall be the sole basis for determining the number of such scheduled trip arrivals during such month and no account shall be taken of schedule changes made during the month, the actual number of trip arrivals or aircraft landings occurring during the month, flight cancellations, extra section flown (not regularly operated as sections of regular schedules), courtesy, test, inspection or nonrevenue flights. The number of trips shown on the face of the time table as scheduled to arrive at said Airport shall be the number of trips for which the monthly payment shall be made, without regard to the number of days on which trips are scheduled to arrive, provided, however, that any schedule regularly operated by Lessee in two (2) or more sections shall be paid for by Lessee as if each of the sections regularly operated were a separate schedule.

For example: If on the face of the time table in effect for a particular month, only two trips are shown as scheduled to arrive at said Airport, one daily and one daily except Sundays, the payment to be made for that entire month would be One Hundred (\$100.00 Dollars for each of the two said scheduled trip arrivals, or a total of Two Hundred (\$200.00) Dollars.

The foregoing shall be applicable to all scheduled trip arrivals on which aircraft having licensed standard gross weights of 30,000 pounds each, or less, are scheduled to be operated. With respect to any scheduled trip arrival on which aircraft having a gross weight of more than 30,000 pounds each are scheduled by the Lessee to be operated, the monthly fee for that scheduled trip arrival shall be increased by One (\$1.00) Dollar for each 1,000 pounds of such excess weight (500 pounds or any larger part of 1,000 pounds to be counted as if a whole 1,000 pounds, and any smaller part to be disregarded). The excess payment is to be computed on the basis of one aircraft.

The term "licensed standard gross weight" for any transport aircraft as used herein shall be the standard gross weight of such aircraft as determined by the Civil Aeronautics Authority.

The fees provided in this article shall become due and shall

be payable on the 15th day of the month next succeeding that during which such fees may have accrued.

No fees or rentals provided in this article shall be considered past due in any event until ten (10) days after receipt by Lessee of Lessor's written billing therefor.

It is understood that, except for the rentals, charge and fees set forth above, there shall be no rentals, fees, licenses, or other charges, or excise taxes, and no tolls payable by the Lessee to the Lessor for the use of any of the premises, facilities, rights, licenses and privileges granted hereunder, except as otherwise provided in subparagraph 10 of paragraph (A) of Article I and in Article XII of this lease .

#### ARTICLE XXII—HEADINGS

The article and paragraph heading are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this lease.

#### ARTICLE XXIII—INVALID PROVISION

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, or otherwise appears to be invalid, the invalidity of any such covenant, conditions or provision shall in no way affect any other covenant, condition herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the Lessor or the Lessee in their respective rights and obligations contained in the valid covenants, conditions or provisions of this lease. This Agreement shall not be in force and effect until the same shall have been executed by a duly authorized officer of Lessee and has been ratified, confirmed and approved by the Common Council of the City of Indianapolis.

#### ARTICLE XXIV—PERSONAL LIABILITY

Nothing herein contained shall create any personal liability against the Mayor or any member of the Board of Public Works and Sanitation nor against any officers of the Lessee.

IN WITNESS WHEREOF, the parties hereto have executed these presents, as of the day and year first above written.

CITY OF INDIANAPOLIS,

(Signed) By SHERLIE A. DEMING, President

(Signed) WALTER E. HEMPHILL,

ATTEST: (Signed) JOSEPH B. WADE,

(Signed) GIDEON W. BLAIN,

OTTO T. FERGER (Signed) Its Board of Public Works  
Its Executive Secretary and Sanitation.

APPROVED:  
ROBERT H. TYNDALL (Signed)  
Its Mayor

ATTEST: CHICAGO AND SOUTHERN AIR LINES, INC.

By H. R. BOLANDER, JR., (Signed)  
Vice President THE LESSEE

ERMA MURRAY (Signed)  
Asst. Secretary

WHEREAS, said lease agreement has been submitted by said Board of Public Works and Sanitation of said City of Indianapolis, after its execution by the parties thereto, and approval of the same by the Mayor, to the Common Council of said City of Indianapolis for its action thereon; NOW THEREFORE,

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

Section 1. That the foregoing lease agreement made and entered into on the 1st day of May, 1945, by and between the City of Indianapolis, by and through its Board of Public Works and Sanitation and approved by the Mayor, and the Chicago and Southern Air Lines, Inc., in consideration of the premises mentioned in said lease

agreement, be and the same is hereby in all things ratified, confirmed and approved in accordance with the terms, conditions and provisions thereof.

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

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

## INTRODUCTION OF SPECIAL ORDINANCES

By Mayor Tyndall:

### SPECIAL ORDINANCE NO. 6, 1945.

AN ORDINANCE approving and favoring the improvement, operation and maintenance of all airports and landing fields, now or hereafter owned by the City of Indianapolis, as provided for under the provisions of a certain Act of the General Assembly of Indiana, commonly known as the Indiana Airport Act of 1945; Repealing any ordinances in conflict therewith, and fixing a time when the same shall take effect.

WHEREAS, under the provisions of an Act of the Indiana General Assembly of 1945, commonly known as the Indiana Airport Act of 1945, a new and efficient method of control and operation for Municipal Airports and Landing Fields by a Department of Aviation has been provided for cities favoring same, where a necessity therefor exists; and

WHEREAS, the governing body of the City of Indianapolis favors the adoption of same, and hereby declares a necessity therefore, NOW, THEREFORE,

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

Section 1. That the Common Council of the City of Indianapolis now favors and hereby declares that a necessity exists for, the improvement, operation and maintenance of all Airports and Landing Fields, now or hereafter owned by the City, under the terms and

provisions of an Act of the Indiana General Assembly commonly known as the Indiana Airport Act of 1945.

Section 2. That any and all ordinances in conflict herewith or with any of the terms and provisions of said Indiana Airport Act of 1945 are hereby repealed.

Section 3. This Ordinance shall be in full force and effect upon its passage and approval by the Mayor.

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

#### ORDINANCES ON SECOND READING

Mr. Bowers called for Appropriation Ordinance No. 20, 1945 for second reading. It was read a second time.

Mr. Bowers moved that Appropriation Ordinance No. 20, 1945 be stricken from the files. Which was seconded by Mr. Kealing and carried by the following roll call vote:

Ayes 7, viz: Mr. Bowers, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, President Schumacher.

Mr. Bowers called for Appropriation Ordinance No. 21, 1945 for second reading. It was read a second time.

Mr. Bowers presented the following written motion to amend Appropriation Ordinance No. 21, 1945:

Indianapolis, Ind., May 21, 1945.

Mr. President:

I move that Appropriation Ordinance No. 21, 1945, be amended by striking out words and figures "Thirty Thousand (\$30,000.00) Dollars"

in the first and second line of the title and first and second line of Section I,

and inserting in lieu thereof the following: "Twenty-Five Thousand (\$25,000.00) Dollars"

HERMAN E. BOWERS,  
Councilman

Which was seconded by Mr. Manly and passed by the following roll call vote:

Ayes 7, viz: Mr. Bowers, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, President Schumacher.

On motion of Mr. Bowers, seconded by Mr. Manly, Appropriation Ordinance No. 21, 1945, As Amended, was ordered engrossed, read a third time, and placed upon its passage.

Appropriation Ordinance No. 21, 1945, As Amended, was read a third time by the Clerk and passed by the following roll call vote:

Ayes 7, viz: Mr. Bowers, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, President Schumacher.

Dr. Meriwether called for Appropriation Ordinance No. 39, 1945 for second reading. It was read a second time.

On motion of Dr. Meriwether, seconded by Mr. Kealing, Appropriation Ordinance No. 39, 1945 was ordered engrossed, read a third time, and placed upon its passage.

Appropriation Ordinance No. 39, 1945, was read a third time by the Clerk and passed by the following roll call vote:

Ayes 7, viz: Mr. Bowers, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, President Schumacher.

Dr. Meriwether called for Appropriation Ordinance No. 40, 1945 for second reading. It was read a second time.

On motion of Dr. Meriwether, seconded by Mr. Kealing, Appropriation Ordinance No. 40, 1945, was ordered en-

grossed, read a third time, and placed upon its passage.

Appropriation Ordinance No. 40, 1945 was read a third time by the Clerk and passed by the following roll call vote:

Ayes 7, viz: Mr. Bowers, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, President Schumacher.

Mr. Dauss called for Appropriation Ordinance No. 41, 1945 for second reading. It was read a second time.

On motion of Mr. Dauss, seconded by Mr. Manly, Appropriation Ordinance No. 41, 1945 was ordered engrossed, read a third time, and placed upon its passage.

Appropriation Ordinance No. 41, 1945 was read a third time by the Clerk and passed by the following roll call vote:

Ayes 7, viz: Mr. Bowers, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, President Schumacher.

Mr. Bowers called for Appropriation Ordinance No. 42, 1945 for second reading. It was read a second time.

On motion of Mr. Bowers, seconded by Mr. Kealing, Appropriation Ordinance No. 42, 1945 was ordered engrossed, read a third time, and placed upon its passage.

Appropriation Ordinance No. 42, 1945 was read a third time by the Clerk and passed by the following roll call vote:

Ayes 7, viz: Mr. Bowers, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, President Schumacher.

Mr. Kealing called for Appropriation Ordinance No. 43, 1945 for second reading. It was read a second time.

Mr. Kealing presented the following written motion to amend Appropriation Ordinance No. 43, 1945:



Indianapolis, Ind., May 21, 1945.

Mr. President:

I move that Appropriation Ordinance No. 43, 1945, be amended to read as follows:

APPROPRIATION ORDINANCE NO. 43, 1945, (As Amended)

AN ORDINANCE appropriating, transferring, and reappropriating and reallocating as of June 4, 1945, the total sums of Twelve Thousand Three Hundred and Sixty Dollars (\$12,360.00) (tax levy monies and Eighty-Eight Thousand Five Hundred and Fifty-Nine Dollars and Twenty Cents (\$88,559.20) (gas tax monies) to certain designated items and funds in the Engineering Department Division of the Department of Public Works, under the 1945 Budget as hereby amended to increase salaries and create new jobs; 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 total sums of Ten Thousand Four Hundred and Five Dollars and Forty-Four Cents (\$10,405.44) (Tax Levy), and the total sum of Fifty-Nine Thousand Six Hundred and Sixty-Eight Dollars and Forty-Eight Cents (\$59,668.48) (Gas Tax), now held in the respective amounts as indicated in the following items and funds of the Engineering Department under the Department of Public Works, according to the 1945 Budget Classifications, to-wit:

REDUCE:

No. Fund	Department of Engineering	Tax Levy	Gas Tax
11-1,	Office Division		
1	Detail Draftsman -----	\$ 900.00	
2	Instrument Men -----	900.00	
1	Street Engineer -----		\$1,750.00
2	Detail Draftsmen -----		900.00
1	Chief of Survey Party -----	1,100.00	
1	Instrument Man -----		900.00
	Total 11-1 -----	\$1,1800.00	\$4,650.00

11-2, Bridge Division		
1 Detail Draftsman -----		900.00
		<hr/>
Total 11-2 -----		900.00
11-4, Laboratory		
1 Assistant Testing Engineer 2 -----		3,060.00
		<hr/>
Total 11-4 -----		3,060.00
11-8, Maintenance Division		
1 Supt. of Asphalt Plant -----		227.17
1 Account Clerk 2 -----		160.34
8 Street Repair Foremen -----		912.66
		<hr/>
Total 11-8 -----		1,300.17
		<hr/>
TOTAL Fund 11 -----	\$1,800.00	\$9,910.17
12-2, Maintenance Div.—Bridges		
2 Bridge Stone Mason Helpers @ 86c per hour -----	1,135.20	832.48
1 Bridge Stone Mason, 352 hours @ \$1.60 per hour -----		563.20
1 Bridge Painter @ 89c per hour -----		1,267.36
1 Bridge Painter Helper @ 77c per hour		1,164.24
1 Truck Driver @ 77c per hour -----		1,096.48
3 Bridge Maintenance Laborers @ 71c per hour -----		3,049.84
		<hr/>
Total 12-2 -----	\$1,135.20	\$7,973.60
12-5, Maintenance Division—Sidewalks & Curbs		
2 Truck Drivers @ 77c per hour -----	1,663.20	
2 Cement Finishers @ 83c per hour ----	1,654.19	
8 Street Repair Laborers @ 65c per hr. --	4,152.85	
		<hr/>
Total 12-5 -----	\$7,470.24	
12-8, Maintenance Division—Paved Streets		
3 Asphalt Plant Firemen @ 83c per hr. --		729.57
1 Asphalt Mixing Operator @ 83c per hr. --		278.05
2 Transit Mix Operators @ 83c per hr. --		1,674.94
3 Asphalt Rollermen @ 89c per hr. -----		2,170.71
14 Truck Drivers @ 77c per hr. -----		8,395.98
7 Asphalt Rakers @ 83c per hr. -----		5,028.97

8 Asphalt Tampers @ 77c per hr. -----		5,554.78
4 Asphalt Plant Laborers @ 71c per hr. -		2,717.17
10 Asphalt Laborers @ 71c per hr. -----		6,808.71
8 Street Repair Laborers @ 65c per hr. --		2,975.70
5 Cement Finishers @ 83c per hr. -----		3,917.60
1 Asphalt Plant Drum Fireman @ 83c per hr. -----		403.53
1 Blacksmith @ \$1.00 per hr. -----		1,129.00
		<hr/>
Total 12-8 -----		\$41,784.71
		<hr/>
TOTAL FUND 12 -----	\$ 8,605.44	\$49,758.31
		<hr/>
GRAND TOTAL REDUCTION --	\$10,405.00	\$59,668.48

As well as the additional sum of One Thousand Nine Hundred Fifty-Four Dollars and Fifty-Six Cents (\$1,954.56) from the estimated, anticipated and unappropriated 1945 balance of the general fund of the City of Indianapolis, (making a total of Twelve Thousand Three Hundred Sixty Dollars and no/100 (\$12,360.00) (Tax Levy money) and the additional sum of Twenty-Eight Thousand Eight Hundred Ninety Dollars and Seventy-Two Cents (\$28,890.72) from the estimated, anticipated and unappropriated 1945 balance of the Gas Tax Fund (making a total of Eighty-Eight Thousand Five Hundred Fifty-Nine Dollars and Twenty Cents (\$88,559.20) (Gas Tax money), to be and the same are hereby appropriated, transferred, reappropriated and reallocated as of June 4, 1945, in the respective amounts hereinafter indicated, to the following items and funds, Engineering Department, Department of Public Works, under the 1945 Budget therefor as hereby amended in order to increase wages and create new jobs, to-wit:

**Department of Engineering**

APPROPRIATE TO	New Budget		Addl. Appropriation	
	Tax Levy	Gas Tax	Tax Levy	Gas Tax
Fund No. 12-2, Maintenance Division, Bridges				
1 Bridge Stone Mason Helper, 1200 hrs. @ 90c hr. (1 less) .....	\$ 1,080.00		\$ 55.20-	\$ 832.48-
1 Bridge Stone Mason, 352 hrs. @ \$1.60 hour .....		\$ 563.20		
1 Bridge Painter, 1200 hrs. @ 95c hr.		1,140.00		127.36-
1 Bridge Painter Helper, 1200 hrs.				

@ 85c hour .....	1,020.00	144.24-
1 Truck Driver, 1200 hrs. @ 85c hr.	1,020.00	76.48-
4 Bridge Maintenance Laborers (1 new), 1200 hrs. @ 75c hr. ....	3,600.00	550.16
	<hr/>	<hr/>
Total 12-2 .....	\$ 1,080.00	\$ 7,343.20 \$ 55.20- \$ 630.40-
<b>12-5, Maintenance Division-Sidewalks &amp; Curbs</b>		
2 Truck Drivers, 2400 hrs. @ 85c hr.	2,040.00	376.80
2 Cement Finishers, 2400 hrs. @ 85c hour .....	2,040.00	385.81
8 Street Repair Laborers, 9600 hrs. @ 75c hour .....	7,200.00	3,047.15
	<hr/>	<hr/>
Total 12-5 .....	11,280.00	3,809.76
<b>12-8, Maintenance Division-Paved Sts.</b>		
3 Asphalt Plant Firemen @ 85c hr., 5040 hours .....	4,284.00	3,554.43
1 Asphalt Mixing Operator 1680 hrs. @ 90c hour .....	1,512.00	1,233.95
2 Transit Mix Operators @ 85c hr., 2400 hours .....	2,040.00	365.06
3 Asphalt Rollermen @ 90c hr., 3600 hours .....	3,240.00	1,069.29
14 Truck Drivers @ 85c hr., 16,800 hours .....	14,280.00	5,884.02
7 Asphalt Rakers @ 85c hr., 8400 hrs.	7,140.00	2,111.03
8 Asphalt Tampers @ 85c hr., 9600 hours .....	8,160.00	2,605.22
4 Asphalt Plant Laborers @ 75c hr., 4800 hours .....	3,600.00	882.83
20 Asphalt Laborers (10 new) @ 75c hour, 24,000 hours .....	18,000.00	11,191.29
16 Street Repair Laborers @ 75c hour, 19,200 hours .....	14,400.00	11,424.30
2 Cement Finishers (3 less) @ 85c hour, 2,400 hours .....	2,040.00	1,877.60-
1 Asphalt Plant Drum Fireman @ 85c hour, 1,200 hours .....	1,020.00	616.47
1 Blacksmith @ \$1.25 hr., 1200 hrs.	1,500.00	371.00
Total 12 8 .....	81,216.00	39,431.29
	<hr/>	<hr/>

Totals .....	\$12,360.00	88,559.20	\$3,754.56	\$38,800.89
NET ADDITIONAL APPROPRIATION AFTER APPLYING AMOUNTS RE- DUCED FROM FUNDS NO. 11 .....			\$1,954.56	\$28,890.72

Section 2. This Ordinance shall be in full force and effect upon its passage, approval by the Mayor, and compliance with all law pertaining thereto.

EDWARD R. KEALING,  
Councilman.

Which was seconded by Mr. Dauss and passed by the following roll call vote:

Ayes 7, viz: Mr. Bowers, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, President Schumacher.

On motion of Mr. Kealing, seconded by Mr. Dauss, Appropriation Ordinance No. 43, 1945, As Amended, was ordered engrossed.

Mr. Jordan called for General Ordinance No. 24, 1945 for second reading. It was read a second time.

On motion of Mr. Jordan, seconded by Mr. Dauss, General Ordinance No. 24, 1945, was ordered engrossed. read a third time, and placed upon its passage.

General Ordinance No. 24, 1945 was read a third time by the Clerk and passed by the following roll call vote:

Ayes 7, viz: Mr. Bowers, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, President Schumacher.

Mr. Bowers called for General Ordinance No. 25, 1945 for second reading. It was read a second time.

On motion of Mr. Bowers, seconded by Mr. Kealing, General Ordinance No. 25, 1945 was ordered engrossed, read a third time, and placed upon its passage.

General Ordinance No. 25, 1945, was read a third time by the Clerk and passed by the following roll call vote:

Ayes 7, viz: Mr. Bowers, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, President Schumacher.

Mr. Kealing called for General Ordinance No. 26, 1945 for second reading. It was read a second time.

On motion of Mr. Kealing, seconded by Mr. Bowers, General Ordinance No. 26, 1945 was ordered engrossed, read a third time, and placed upon its passage.

General Ordinance No. 26, 1945 was read a third time by the Clerk and passed by the following roll call vote:

Ayes 7, viz: Mr. Bowers, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, President Schumacher.

Mr. Dauss called for General Ordinance No. 27, 1945 for second reading. It was read a second time.

On motion of Mr. Dauss, seconded by Mr. Manly, General Ordinance No. 27, 1945 was ordered engrossed, read a third time, and placed upon its passage.

General Ordinance No. 27, 1945 was read a third time by the Clerk and passed by the following roll call vote:

Ayes 7, viz: Mr. Bowers, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, President Schumacher.

Mr. Dauss called for General Ordinance No. 28, 1945 for second reading. It was read a second time.

On motion of Mr. Dauss, seconded by Mr. Kealing, General Ordinance No. 28, 1945 was ordered engrossed, read a third time, and placed upon its passage.

General Ordinance No. 28, 1945 was read a third time by the Clerk and passed by the following roll call vote:

Ayes 7, viz: Mr. Bowers, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, President Schumacher.

Mr. Dauss called for General Ordinance No. 30, 1945 for second reading. It was read a second time.

On motion of Mr. Dauss, seconded by Mr. Manly, General Ordinance No. 30, 1945, was ordered engrossed, read a third time, and placed upon its passage.

General Ordinance No. 30, 1945, was read a third time by the Clerk and passed by the following roll call vote:

Ayes 7, viz: Mr. Bowers, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, President Schumacher.

Mr. Jordan called for General Ordinance No. 31, 1945 for second reading. It was read a second time.

On motion of Mr. Jordan, seconded by Mr. Manly, General Ordinance No. 31, 1945, was ordered engrossed, read a third time, and placed upon its passage.

General Ordinance No. 31, 1945 was read a third time by the Clerk and passed by the following roll call vote:

Ayes 7, viz: Mr. Bowers, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, President Schumacher.

Mr. Bowers called for General Ordinance No. 33, 1945 for second reading. It was read a second time.

On motion of Mr. Bowers, seconded by Mr. Dauss, General Ordinance No. 33, 1945 was ordered engrossed, read a third time, and placed upon its passage.

General Ordinance No. 33, 1945, was read a third time by the Clerk and passed by the following roll call vote:

Ayes 7, viz: Mr. Bowers, Mr. Dauss, Mr. Jordan, Mr. Kealing, Mr. Manly, Dr. Meriwether, President Schumacher.

## MISCELLANEOUS BUSINESS

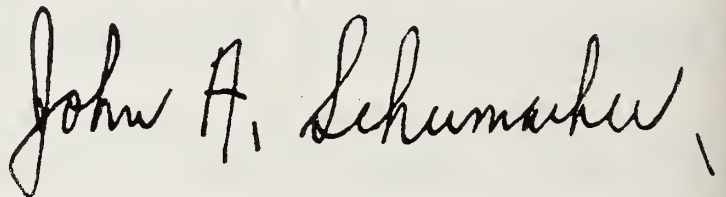
President Schumacher appointed Mr. Kealing, Mr. Manly and Mr. Brown as a committee to represent the City Council to meet with representatives of the County Council and other county officials regarding procurement or more equitable distribution of gas tax to Marion County and the City of Indianapolis.

On motion of Mr. Kealing, seconded by Mr. Bowers, the Common Council adjourned at 9:30 P. M.

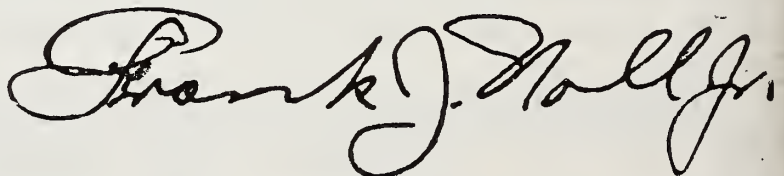
We hereby certify that the above and foregoing is a full, true and complete record of the proceedings of the Common Council of the City of Indianapolis, held on the 21st day of May, 1945, at 7:30 P. M.

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

ATTEST:



President



City Clerk

(SEAL)