

REGULAR MEETING

Monday, August 15, 1932.

7:30 P. M.

The Common Council of the City of Indianapolis met in the Council Chamber at City Hall, in regular session, Monday, August 15, 1932, following a public hearing at 7:30 p. m. by the Committee on Public Safety, on General Ordinance No. 70, 1932, President Ernest C. Ropkey took the chair.

The Clerk called the roll.

Present: Ernest C. Ropkey, President, and seven members, viz: Fred C. Gardner, James A. Houck, C. A. Hildebrand, Chas. C. Morgan, Maurice E. Tennant, Leo F. Welch, Clarence I. Wheatley.

Absent: George A. Henry.

On motion of Mr. Welch, seconded by Mr. Houck, the reading of the Journal for the previous meeting was dispensed with.

COMMUNICATIONS FROM THE MAYOR

August 5, 1932.

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

Gentlemen:

I have this day approved with my signature, and delivered to Henry O. Goett, City Clerk, the following ordinances:

GENERAL ORDINANCE NO. 63, 1932

AN ORDINANCE transferring moneys from certain funds and re-appropriating the same to other numbered funds, and fixing a time when the same shall take effect.

GENERAL ORDINANCE NO. 64, 1932

AN ORDINANCE transferring certain moneys from a certain numbered fund, and reappropriating the same to another numbered fund, and fixing a time when the same shall take effect.

GENERAL ORDINANCE NO. 65, 1932

AN ORDINANCE ratifying and approving a contract entered into between the City of Indianapolis, by and through its Board of Public Safety, with the approval of its Mayor, and Indiana Inspection Bureau, and fixing a time when the same shall take effect.

GENERAL ORDINANCE NO. 66, 1932

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 No. 31, 1931, as amended by General Ordinance No. 58, 1931, and fixing a time when the same shall take effect.

GENERAL ORDINANCE NO. 73, 1932

AN ORDINANCE amending sub-section (b) of section 30 of General Ordinance No. 96, 1928, as amended by General Ordinance No. 31, 1931, as amended by General Ordinance No. 68, 1931, as amended by General Ordinance No. 82, 1931, as amended by General Ordinance No. 110, 1931, and as amended by General Ordinance No. 54, 1932, and fixing a time when the same shall take effect.

APPROPRIATION ORDINANCE NO. 13, 1932

AN ORDINANCE appropriating and transferring certain moneys out of the general fund of the Department of Public Parks to certain numbered funds of said department and fixing a time when the same shall take effect.

Yours very truly,

R. H. SULLIVAN,
Mayor.

COMMUNICATIONS FROM CITY OFFICIALS

August 8, 1932.

*Mr. Henry Goett,
City Clerk.*

Dear Sir:

I am handing you herewith ordinance providing for the ratification of a certain lease by the Board of Public Works of the City of Indianapolis to American Airways, Inc., for space and privileges at the Municipal Airport, which kindly present to the Common Council at the next meeting with the recommendation of the Board of Public Works that the same be passed.

Yours very truly,

ERNEST F. FRICK,
Secretary, Board of Public Works.

August 15, 1932.

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

Gentlemen:

Attached please find copies of General Ordinance No. 75, 1932, transferring certain sums from certain funds and reappropriating and reapportioning the same to certain other funds of the City of Indianapolis.

I respectfully recommend the passage of this ordinance

Yours very truly,

WM. L. ELDER,
City Controller.

August 3, 1932.

*Mr. Wm. L. Elder,
City Controller.*

Dear Sir:

Upon the recommendation of the Superintendent of the Municipal Airport, the Board of Public Works respectfully requests that you

cause to be prepared an ordinance transferring the following sums in the Airport Budget:

- \$50.00 from No. 24, Printing and Advertising into No. 38, General Supplies.
- 150.00 from No. 36, Office Supplies into No. 25, Repairs.
- 50.00 from No. 41, Building Material to No. 38, General Supplies.
- 15.00 from No. 55, Subscriptions and Dues, to No. 25, Repairs.
- 50.00 from No. 44, General Materials to No. 45, Repair Parts.
- 25.00 from No. 42, Sewer Material into No. 45, Repair Parts.

and present the same to the Common Council at the next meeting, with the recommendation of the Board of Public Works that the same be passed.

Yours very truly,

/s/ ERNEST F. FRICK,
Secretary, Board of Public Works.

August 2, 1932.

Mr. Wm. L. Elder,
City Controller,
City of Indianapolis.

Dear Sir:

Inasmuch as one fund in the Weights and Measures budget is depleted, we respectfully request an ordinance prepared and presented to the Common Council asking for the following transfer of funds:

Transfer Seventy-five (\$75.00) Dollars from Fund No. 33—Garage and Motor and reappropriate same to Fund No. 36—Office Supplies, Weights and Measures Department.

Respectfully submitted,

BOARD OF PUBLIC SAFETY,
By: /s/ WALTER O. LEWIS,
Executive Secretary.

August 12, 1932.

Mr. Wm. L. Elder,
City Controller,
City Hall.

Dear Sir:

Upon the recommendation of the City Street Commissioner, the

August 15, 1932]

CITY OF INDIANAPOLIS, IND.

405

Board of Public Works respectfully requests that you cause to be prepared an ordinance transferring the following funds, to wit:

From No. 21, Communication and Transportation	\$125.00
From No. 25, Repairs	100.00
From No. 54, Rents and Taxes	25.00
	<hr/>
	\$250.00

in the total sum of \$250.00, all to be transferred into Fund No. 45, Repair Parts, and present the same to the Common Council at the next meeting with the recommendation of the Board of Public Works that the same be passed.

Yours very truly,

/s/ ERNEST F. FRICK,
Secretary, Board of Public Works.

August 12, 1932.

Mr. Wm. L. Elder,
City Controller,
City Hall,
Indianapolis, Indiana.

Dear Sir:

Upon the recommendation of the Superintendent of the Municipal Garage, the Board of Public Works respectfully requests that you cause to be prepared an ordinance transferring the sum of \$1200.00 from Fund No. 33, Municipal Garage, to Fund No. 12, Municipal Garage, and present the same to the Common Council at the next meeting with the recommendation of the Board of Public Works that the same be passed.

Yours very truly,

/s/ ERNEST F. FRICK,
Secretary, Board of Public Works.

July 19, 1932.

Hon. President and Members of the
Common Council,
City of Indianapolis.

Gentlemen:

The attached petition of business men on Monument Circle and

its approaches for an amendment to the Traffic Ordinance to permit parking on the Circle and its four approaches is hereby referred to the Common Council. Donald S. Morris, member of the Board of Public Safety, wishes to go on record as opposed to the amendment.

Very truly yours,

BOARD OF PUBLIC SAFETY,
WALTER O. LEWIS,
Executive Secretary.

May 11, 1932.

*To the Hon. President and Members of
The Board of Public Safety of the
City of Indianapolis,
Indianapolis, Indiana.*

Gentlemen:

We, the undersigned, property owners and merchants, located on Monument Circle and the four approaches thereto, for the length of one block in each direction, respectfully petition your honorable board to recommend that the Council of the City of Indianapolis amend the present traffic rules so as to allow and permit flat-to-curb parking on the outer rim of the Circle and on both sides of the four approaches thereto—namely

Circle to Washington Street on Meridian Street
Circle to Pennsylvania Street on Market Street
Circle to Ohio Street on Meridian Street
Circle to Illinois Street on Market Street,

for the allotted time of one hour, it being understood that no safety zone location in the area described be abolished or disturbed.

Respectfully,

MERCHANTS AND PROPERTY OWNERS
SIGNATURES OMITTED

INDIANAPOLIS CHAMBER OF COMMERCE,

July 7, 1932.

*To the Honorable President and
Members of the Board of Safety
of the City of Indianapolis,
Indianapolis, Indiana.*

Gentlemen:

It would seem in view of the petition of property owners and merchants on the Circle and the four approaches thereto for one block in each direction that your favorable action on the petition would be helpful to their business interests. The economic situation suggests that this relief would be especially welcome at this time.

Very respectfully yours,

LOUIS J. BORINSTEIN,
President.

Mr. Wheatley asked for a recess. The motion was made and seconded by Mr. Welch, and the Council recessed at 7:55 p. m.

The Council reconvened from its recess at 8:15 p. m. with the same members present as before.

COMMITTEE REPORTS

Indianapolis, Ind., August 15, 1932.

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

Gentlemen:

We, your Committee on Public Parks, to whom was referred General Ordinance No. 70, 1932, entitled Amending General Ordinance 114, 1922, Zoning for residence—Washington Street between Richwein and Traub, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

F. C. GARDNER, Chairman.
C. A. HILDEBRAND.
C. I. WHEATLEY.
J. A. HOUCK.

Indianapolis, Ind., August 15, 1932.

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. 71, 1932, entitled Transfer of Funds—Public Safety, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

J. A. HOUCK, Chairman.
C. A. HILDEBRAND.
LEO F. WELCH.
FRED C. GARDNER.
MAURICE E. TENNANT.

Indianapolis, Ind., August 15, 1932.

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. 74, 1932, entitled Transfer of Funds—City Departments, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

J. A. HOUCK, Chairman.
C. A. HILDEBRAND.
LEO F. WELCH.
FRED C. GARDNER.
MAURICE E. TENNANT.

Indianapolis, Ind., August 15, 1932.

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. 14, 1932, entitled Appropriating and trans-

ferring \$59,000 Gasoline Tax Fund to Street Commissioner Department, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

J. A. HOUCK, Chairman.
C. A. HILDEBRAND.
LEO F. WELCH.
FRED C. GARDNER.
MAURICE E. TENNANT.

Indianapolis, Ind., August 15, 1932.

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 Special Ordinance No. 4, 1932, entitled Changing Street name—Stadium Drive, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

C. I. WHEATLEY, Chairman.
J. A. HOUCK.
C. A. HILDEBRAND.
FRED C. GARDNER.

INTRODUCTION OF GENERAL ORDINANCES

By City Controller:

GENERAL ORDINANCE NO. 75, 1932

AN ORDINANCE transferring certain sums from certain funds and reappropriating and reapportioning the same to certain other funds of the City of Indianapolis, and fixing a time when the same shall take effect.

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

Section 1. That the sum of Fifty Dollars (\$50.00) now in Department of Public Works—Municipal Airport Fund No. 24—Printing and Advertising, and the sum of Fifty Dollars (\$50.00) now in Department of Public Works—Municipal Airport Fund No. 41—Building Materials, be and the same are hereby transferred therefrom

and reappropriated in the total sum of One Hundred Dollars (\$100.00) to Department of Public Works—Municipal Airport Fund No. 38—General Supplies.

Section 2. That the sum of One Hundred Fifty Dollars (\$150.00) now in Department of Public Works—Municipal Airport Fund No. 36—Office Supplies, and the sum of Fifteen Dollars (\$15.00) now in Department of Public Works—Municipal Airport Fund No. 55—Subscriptions and Dues, be and the same are hereby transferred therefrom and reappropriated in the total sum of One Hundred Sixty-five Dollars (\$165.00) to Department of Public Works—Municipal Airport Fund No. 25—Repairs.

Section 3. That the sum of Fifty Dollars (\$50.00) now in Department of Public Works—Municipal Airport Fund No. 44—General Materials, and the sum of Twenty-five Dollars (\$25.00) now in Department of Public Works—Municipal Airport Fund No. 42—Sewer Materials, be and the same are hereby transferred therefrom and reappropriated in the total sum of Seventy-five Dollars (\$75.00) to Department of Public Works—Municipal Airport Fund No. 45—Repair Parts.

Section 4. That the sum of Seventy-five Dollars (\$75.00) now in Department of Public Safety—Weights and Measures Fund No. 33—Garage and Motor, be and the same is hereby transferred therefrom and reappropriated to Department of Public Safety—Weights and Measures Fund No. 36—Office Supplies.

Section 5. That the following sums in the following funds of the Department of Public Works, City Street Commissioner Department, to-wit: Fund No. 21—Communication and Transportation One Hundred Twenty-five Dollars (\$125.00), Fund No. 25—Repairs One Hundred Dollars (\$100.00), Fund 54—Rents and Taxes Twenty-five Dollars (\$25.00), be and the same are hereby transferred therefrom and reappropriated in the total sum of Two Hundred Fifty Dollars (\$250.00) to Department of Public Works, City Street Commissioner Fund No. 45—Repair Parts.

Section 6. That the sum of Twelve Hundred Dollars (\$1200.00) now in Department of Public Works, Municipal Garage, Fund No. 33—Garage and Motor, be and the same is hereby transferred therefrom and reappropriated to Department of Public Works, Municipal Garage Fund No. 12—Salaries and Wages Temporary.

Section 7. This ordinance shall be in full force and effect from and after its passage and publication according to law.

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

By Board of Works:

GENERAL ORDINANCE NO. 76, 1932

AN ORDINANCE ratifying, confirming and approving a certain contract and agreement made and entered into by and between the City of Indianapolis, by and through its Board of Public Works and the superintendent of its Municipal Airport with the approval of its mayor, and American Airways, Inc., a corporation having its principal office in the City of New York, leasing to said corporation space in the administration building and hangar and the right to use the flying field, all roadways, alleyways and passageways for ingress and egress; the right to use its own trucks, tractors and other facilities for the purpose of moving and servicing airplanes at the municipal airport of said city for a period of five (5) years with the privilege of extending said lease under provisions set out in the contract hereinafter set forth, at a rental of One Dollar (\$1.00) per square foot per annum for space used in administration building; Thirty Cents (30c) per square foot per annum for space used in the hangar; Thirty Cents (30c) per square foot per annum for space used in the shop and of Five Dollars (\$5.00) per night for each tri-motored airplane stored in the hangar, in no event to exceed Seventy-five Dollars (\$75.00) for any one such airplane per month; Three Dollars (\$3.00) per night for each single engine airplane, in no event to exceed Fifty Dollars (\$50.00) maximum for storage in said hangar of any one such airplane per month; Two Cents (2c) per gallon of gasoline purchased by the corporation for use in its airplanes on the first five thousand (5,000) gallons of gasoline or fraction thereof sold; one and one-half cent (1½c) per gallon on the next five thousand (5,000) gallons of gasoline or fraction thereof so sold and one cent (1c) per gallon on the excess above ten thousand (10,000) gallons of gasoline so sold, with the further reservations and stipulations as set forth in said contract, and fixing a time when the same shall take effect.

WHEREAS, on the 8th day of August, 1932, the City of Indianapolis by and through its Board of Public Works and the superintendent of its Municipal Airport and with the approval of the mayor of said city and in full compliance of law duly entered into a certain contract and agreement in writing, which contract and

agreement is attached hereto and made a part hereof and for the purpose of identification is marked "Exhibit A," and

WHEREAS, to be valid and enforceable this contract must be approved by the common council of the City of Indianapolis,

NOW, THEREFORE,

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

Section 1. That in consideration of the premises mentioned in said contract, the same be and is hereby in all things ratified, confirmed and approved in accordance with the terms and conditions thereof.

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

"EXHIBIT A"

THIS AGREEMENT, made and entered into this 8th day of August, 1932, by and between the CITY OF INDIANAPOLIS, by and through its Board of Public Works and the Superintendent of its Municipal Airport, with the approval of its Mayor, (hereinafter called the "Owner"), party of the first part, and AMERICAN AIRWAYS, INC., a corporation having its principal office in the City of New York, (hereinafter called the "Tenant"), party of the second part,

WITNESSETH

PARAGRAPH 1 That the Owner for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved, and contained on the part of the Tenant to be paid, kept and performed, does hereby demise and lease to the Tenant, and the Tenant does hereby hire and take from the Owner the following property situated in the City of Indianapolis, County of Marion, State of Indiana, to-wit:

1. Space in the administration building of the Owner at its Municipal Airport. This space to be determined upon from time to time by the Operations and Traffic Departments of the Tenant, as found necessary by the Tenant to carry on its operations, except as hereinafter limited.
2. Space in the hangar of the Owner at its said Municipal Airport. This space to be determined upon from time to

time by the Operations Department of the Tenant, as it may find necessary for their operations.

3. The non-exclusive right to use the flying field and its facilities at said Municipal Airport for any and all purposes incident to the transportation by air of passengers, mail, express or other cargo.
4. The non-exclusive use of all roadways, alleyways, passageways, etc., necessary for ingress and egress between the public highways and to and from the flying field and all its facilities, and to and from the hangar and other quarters used or occupied by the Tenant.
5. The right of the Tenant to use at the Airport its own trucks, tractors, and other vehicles for the purpose of moving and servicing its own airplanes and incidental purposes, and to install, maintain and operate gasoline and/or oil storage tanks and servicing equipment.

All of said property so demised and leased and permitted shall be used and occupied by the Tenant, subject, however, to all rules and regulations governing said Municipal Airport now in force or which may hereafter be adopted by said CITY OF INDIANAPOLIS, including the right of the owner to modify said space and change the location thereof, and the decision of said Owner shall be final and without appeal; such space presently used is shown on attached blue print.

PARAGRAPH 2

TO HAVE AND TO HOLD said demised premises, subject to the agreements, conditions, covenants and terms herein contained and subject also to all rules and regulations governing said airport now in force or which may hereinafter be adopted by said CITY OF INDIANAPOLIS, for and during the whole term of five (5) years from date, and in the event Tenant shall erect a hangar as provided in Paragraph 7 hereof, then in that event this lease shall be for a period of twenty (20) years from date, with an option to renew the same for ten (10) years additional by Tenant, unless sooner terminated as herein provided, at the rentals hereinafter set forth, all of said rentals to be accounted for monthly and to be paid at the office of the City Controller of the CITY OF INDIANAPOLIS in the City Hall, on or before the 10th day of the month immediately following the month for which they are charged. Upon the erection of such hangar, the Tenant may cancel its lease for office and hangar space.

PARAGRAPH 3

IT IS MUTUALLY COVENANTED and agreed between the parties hereto that this agreement is made upon the foregoing and upon the following agreements, conditions, covenants and terms, to-wit:

1. The Owner guarantees and represents that it owns, with power to lease, the Municipal Airport situated in Indianapolis, Indiana, (as shown on Schedule "A"), consisting of approximately nine hundred and forty-seven (947) acres, and containing the property herein described.

2. If the Owner shall not have the power to execute this lease for the term herein provided, or of any extension of such term, then this lease shall not thereby be void, but shall be deemed to be for a term from year to year, or for such other fixed period as shall be legal, and this clause shall thereupon supersede any other term of years herein prescribed.

3. That in the event the Tenant shall need additional space either in the administration building or hangars of the Owner for the conducting of its operations, the Owner agrees to supply the same on demand, if any such space be available, at the same rental per square foot as herein provided.

4. The Tenant shall pay to the Owner the following rentals:

- (a). One Dollar (\$1.00) per square foot per annum for the number of square feet to be used or occupied by the Tenant in the administration building of the Owner situated on said airport.
- (b) Thirty Cents (\$0.30) per square foot per annum for the number of square feet to be used or occupied by the Tenant in the hangar of the Owner situated on said airport.
- (c) Thirty Cents (\$0.30) per square foot per annum for the number of square feet to be used or occupied by the Tenant in the shop of the Owner situated on said airport. The number of square feet so occupied or used in the shop of the Owner situated on said airport to be limited to four hundred (400) square feet.
- (d) Five Dollars (\$5.00) per night for each trimotored airplane stored by the Tenant in the Owner's hangar, but in no event to exceed Seventy-five Dollars (\$75.00) for any one airplane per month; single engine Three Dollars

(\$3.00) per night, but in no event to exceed Fifty Dollars (\$50.00) maximum for any one such airplane per month.

- (e) As additional rental for the rights and privileges in the lease provided, the Tenant will pay to the Owner Two Cents (\$0.02) per gallon on the first 5,000 gallons of gasoline sold, used or delivered in each month by the Tenant to its own or its subsidiary companies' aircraft at said airport; One and One-half Cents (\$0.01½) per gallon on the next additional 5,000 gallons of gasoline or fraction thereof so sold, used, or delivered in each month; and One Cent (\$0.01) per gallon on the excess above 10,000 gallons of gasoline so sold, used or delivered in each month; such charge to be not less for any calendar month than a minimum of One Hundred Dollars (\$100.00).

Provided, that Owner may elect to charge, in lieu of the foregoing basis for the additional rental hereinabove provided, and the Tenant agrees to pay upon notice to it in writing of the exercise of such option by the Owner, as such additional rental hereunder, the sum of One Hundred Dollars (\$100.00) per month minimum charge for months during which the number of scheduled daily landings of Tenant's airplanes at said airport shall be six (6) or fewer such scheduled landings. In the event that there are more than six (6) scheduled landings daily and fewer than twelve (12) scheduled landings daily, the price for the first five (5) additional landings shall be Fifteen Dollars (\$15.00) per month for each such additional scheduled landing, and One Hundred and Seventy-five Dollars (\$175.00) per month for twelve (12) scheduled daily landings; provided, however, in the event there are more than twelve (12) scheduled landings daily, the price for each additional scheduled daily landing in excess of twelve (12) shall be Ten Dollars (\$10.00) per month for each such additional scheduled landing.

5. The Owner covenants and agrees to maintain, at all times, the airport landing field and each and every attendant facility in proper condition for the reasonably safe conduct of the Tenant's use and operations, comparable to standard uses of similar airports.

6. The Tenant shall have the right to erect boundary lights, obstruction lights and BBT lights or similar flood lights upon any portion of the airport, provided, however, that before doing

so, the Tenant shall first submit to the Owner plans and specifications therefor and obtain the approval of the Board of Public Works thereon, and the work of erecting said equipment shall also be subject to the approval of said Board. Said equipment to be operated and maintained by the Tenant.

7. The Tenant shall have the right to install and maintain upon the airport and the leased premises such radio installation equipment and fixtures as the lessee may from time to time find necessary for the safe control of operation of its aircraft, it being the understanding of the parties that the lessee shall not install upon the airport any poles or other fixtures in locations to render hazardous the operation of aircraft to and from the said airport. All of the above to be to the approval of the Board of Public Works as to installation, operation and maintenance.

8. The Owner grants and gives to the Tenant the right and option to be exercised at any time during the term of this lease or any renewal thereof, to construct upon the said airport as hereinafter provided, such building or buildings and aviation facilities as the Tenant may require for the operation and development of its air transport business and in connection therewith and for the purpose of constructing the same thereon, to have and to hold as part of the leased premises herein, a plot or parcel of land upon the said airport of dimensions 200' x 300' approximately, and at a location upon the said airport suitable and convenient for the Tenant's said operations and to be agreed upon by the parties hereto. That before any hangar or other building is erected upon the said plot or parcel of land, the plans and specifications therefor and the location thereof must first be approved by the Board of Public Works of the City of Indianapolis, and the work of erecting and constructing such hangar or other building shall at all times be subject to the approval of said Board.

And the parties hereto agree that upon the approval by the said Board of Public Works of the plans and specifications covering the construction and location of the first of any building or buildings proposed to be erected by the Tenant as herein provided, the term of this lease shall be construed thereby to have been extended for a period or term ending twenty (20) years from the date of this lease, with an option to renew the same for a further period or term of ten (10) years as provided in Paragraph 2 of this lease. But unless the Tenant shall have within the term and/or extension of this lease sub-

stantially completed upon the said plot or parcel of land, a hangar or other building pursuant to plans and specifications approved by the said Board of Public Works, then the Owner reserves the right to cancel and terminate the option above referred to as fully and to the same extent as if the same had not been provided herein.

9. The Tenant shall not be liable to the Owner for the use of said airport and landing field and the facilities thereof, for any sums or amounts except as specifically or expressly stated herein.

10. The Owner covenants and agrees that if it makes any arrangements by lease or otherwise with any competitor of the Company for the use of its airport or facilities during the term of this lease on more favorable terms than those accorded the Tenant herein, such terms shall be offered to Tenant upon its request.

11. The Tenant agrees to take good care of any and all premises exclusively occupied by it under the terms of this lease and upon the surrender thereof to deliver the same to the Owner in substantially the same condition as when received, ordinary wear and tear, damage by the elements or acts of God excepted.

12. In the event that the air mail activities in which the Tenant is engaged, or is to become engaged, be terminated, removed or transferred by Federal action, the Tenant shall have the right to cancel this lease and the term hereby granted, at any time, by giving the Owner sixty (60) days notice in writing.

13. In the event that the airport and/or landing field and/or facilities thereof are damaged or destroyed in whole or in part by fire, earthquake or other act of the elements or any causes not attributable to the Tenant, so as to prevent, interrupt or interfere with the conduct of the Tenant's business, the Owner agrees, to the best of its ability and the extent of its facilities to repair and restore the same at its expense, without delay. During the period of such repair or restoration work, a proportionate reduction shall be made in the amounts payable to the Owner by the Tenant for the use of said airport and its facilities, including the Owner's hangar and administration building, based upon the duration and extent of such interruption or interference with the conduct of the Tenant's business. If the Owner neglects or fails to proceed promptly with the

repair or restoration work aforesaid, the Tenant may treat this lease as breached by the Owner, and upon sixty (60) days notice in writing to the Owner, cancel the same in whole or in part.

14. Any notice required to be given hereunder by the Tenant to the Owner shall be sufficient if given to the Executive Secretary of the Board of Public Works of the City of Indianapolis, at his office in the City Hall.

15. The Tenant further agrees to indemnify and hold harmless said City of Indianapolis from any and all claims for damages growing out of the use and occupancy of said premises by said Tenant, without contributory negligence on the part of the Owner, and to pay any judgment, and costs, that may on that account be rendered against said City, and also to pay all necessary expenses that may be incurred by said City in defending against any such claims.

THIS LEASE shall not be in force and effect until the same has been approved by the Common Council of the City of Indianapolis.

IN WITNESS WHEREOF, the parties hereto have set their hands this 8th day of August, 1932.

CITY OF INDIANAPOLIS.

By E. KIRK McKINNEY,

LOUIS C. BRANDT,

C. O. BRITTON,

Its Board of Public Works.

APPROVED:

R. H. SULLIVAN,

Mayor.

CHAS. E. COX, JR.,

Superintendent of its
Municipal Airport.

ATTEST:

HAROLD KONDOLY,

Secretary,

AMERICAN AIRWAYS, INC.

By JOHN F. O'RYAN,

Vice-President.

STATE OF INDIANA,
COUNTY OF M̄ARION, SS

Before, me, a Notary Public in and for said county, personally appeared the above named E. Kirk McKinney, Louis C. Brandt, C. O. Britton, Chas. E. Cox, Jr., and R. H. Sullivan, who acknowledged that they did sign the foregoing instrument, that they are the members of the Board of Public Works, Superintendent of the Municipal Airport and Mayor, respectively, of the City of Indianapolis, that they know the seal of the said City and that the seal attached to the foregoing instrument is the seal of the said City of Indianapolis, and that the said seal was affixed to the foregoing agreement by duly authorized authority.

(signed) LOUISE RICH,
Notary Public.

My commission expires
April 10, 1934.

STATE OF NEW YORK
COUNTY OF NEW YORK, SS

On this 28th day of July, 1932, before me personally appeared John F. O'Ryan to me known and by me duly sworn, deposes and says that he resides at Salem Center, in the County of Westchester, State of New York, that he is Vice-President of American Airways, Inc., the corporation described in and which executed the foregoing agreement, that he knows the corporate seal of the said Corporation; that the seal attached to the foregoing agreement is the corporate seal of said corporation and that the said seal was affixed to the foregoing agreement by authority of the Board of Directors of said corporation and with such like authority he executed the same.

(signed) MARGARET F. DAILY,
Notary Public.

My commission expires
March 30, 1938.

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

ORDINANCES ON SECOND READING

Mr. Gardner called for General Ordinance No. 70, 1932, for second reading. It was read a second time.

On motion of Mr. Gardner, seconded by Mr. Houck, General Ordinance No. 70, 1932, was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 70, 1932, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Gardner, Mr. Hildebrand, Mr. Houck, Mr. Morgan, Mr. Tennant, Mr. Welch, Mr. Wheatley, President Ropkey.

Mr. Houck called for General Ordinance No. 71, 1932, for second reading. It was read a second time.

On motion of Mr. Houck, seconded by Mr. Wheatley, General Ordinance No. 71, 1932, was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 71, 1932, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Gardner, Mr. Hildebrand, Mr. Houck, Mr. Morgan, Mr. Tennant, Mr. Welch, Mr. Wheatley, President Ropkey.

Mr. Houck called for General Ordinance No. 74, 1932, for second reading. It was read a second time.

On motion of Mr. Houck, seconded by Mr. Welch, General Ordinance No. 74, 1932, was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 74, 1932, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Gardner, Mr. Hildebrand, Mr. Houck, Mr. Morgan, Mr. Tennant, Mr. Welch, Mr. Wheatley, President Ropkey.

Mr. Houck called for Appropriation Ordinance No. 14, 1932, for second reading. It was read a second time.

On motion of Mr. Houck, seconded by Mr. Welch, Appropriation Ordinance No. 14, 1932, was ordered engrossed, read a third time and placed upon its passage.

Appropriation Ordinance No. 14, 1932, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Gardner, Mr. Hildebrand, Mr. Houck, Mr. Morgan, Mr. Tennant, Mr. Welch, Mr. Wheatley, President Ropkey.

Mr. Wheatley called for Special Ordinance No. 4, 1932, for second reading. It was read a second time.

On motion of Mr. Wheatley, seconded by Mr. Morgan, Special Ordinance No. 4, 1932, was ordered engrossed, read a third time and placed upon its passage.

Special Ordinance No. 4, 1932, was read a third time by the Clerk, and passed by the following roll call vote:

Ayes, 8, viz: Mr. Gardner, Mr. Hildebrand, Mr. Houck, Mr. Morgan, Mr. Tennant, Mr. Welch, Mr. Wheatley, President Ropkey.

MISCELLANEOUS BUSINESS

Mr. Houck announced that the Committee on Finance was not ready to report on General Ordinances Nos. 67 and 68, 1932, and asked for further time for consideration of said ordinances, which was granted.

Mr. Wheatley announced that the Committee on Public Welfare was not ready to report on General Ordinance No. 69, 1932, and asked for further time for consideration of said ordinance, which was granted.

Mr. Tennant announced that the Committee on Public Safety was not ready to report on General Ordinance No. 72, 1932, and asked for further time for consideration of said ordinance, which was granted.

On motion of Mr. Wheatley, seconded by Mr. Morgan, the Common Council adjourned at 8:30 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 15th day of August, 1932, 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.

Ernest C Ropkey

President.

Attest:

Henry O Lott

City Clerk.

(SEAL)