

REGULAR MEETING

Monday, July 1, 1940
7:30 P. M.

The Common Council of the City of Indianapolis met in the Council Chamber at the City Hall, Monday, July 1, 1940, at 7:30 P. M. in regular session. President Joseph G. Wood in the chair.

The Clerk called the roll.

Present: Ollie A. Bach, Harmon A. Campbell, Albert O. Deluse, Dr. Walter E. Hemphill, Ralph F. Moore, F. B. Ransom, President Joseph G. Wood.

The reading of the Journal for the previous meeting was dispensed with on motion of Mr. Bach, seconded by Mr. Moore.

COMMUNICATIONS FROM THE MAYOR

June 19, 1940.

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 Mr. John M. Layton, City Clerk, the following ordinances:

APPROPRIATION ORDINANCE No. 6, 1940

AN ORDINANCE of the City of Indianapolis, Indiana, appropriating the sum of Two Hundred Fifty Thousand Dollars (\$250,000) from the proceeds of the sale of certain bonds designated as "City of Indianapolis Public Bonds of 1940," and fixing a time when the same shall take effect.

GENERAL ORDINANCE No. 37, 1940

- AN ORDINANCE regulating the parking of vehicles on certain streets in the City of Indianapolis, providing a penalty for the violation thereof, and fixing a time when the same shall take effect.

GENERAL ORDINANCE No. 48, 1940

- AN ORDINANCE prohibiting parking on certain parts of certain streets in the City of Indianapolis, providing a penalty for the violation thereof; and fixing a time when the same shall take effect.

GENERAL ORDINANCE No. 49, 1940

- AN ORDINANCE approving an order of the Board of Public Safety of the City of Indianapolis to establish a taxicab stand on North New Jersey Street in said city, which order was adopted pursuant to Section 9, of General Ordinance No. 87, 1935, as amended; and fixing a time when the same shall take effect.

GENERAL ORDINANCE NO. 50, 1940

- AN ORDINANCE authorizing the City of Indianapolis, to make a temporary loan in the year 1940, in the sum of Fifteen Thousand Dollars (\$15,000) for the use of the Board of Health of said city, in anticipation of and payable out of the current taxes of said Board of Health actually levied for the Tuberculosis Fund of said board and in the course of collection for the fiscal year in which said loan is made payable; providing for the interest to be charged therefor; providing for legal notice and the time when said loan shall mature; and fixing a time when the same shall take effect.

GENERAL ORDINANCE NO. 51, 1940

- AN ORDINANCE authorizing the city controller of the City of Indianapolis to make a temporary loan in the sum of Sixty Thousand Dollars (\$60,000) for the use of the Board of Trustees of the Firemen's Pension Fund of said city, in anticipation of and payable out of the current taxes of the Firemen's Pension Fund actually levied for said fund and in the course of collection for the fiscal year in which said loan is made payable; and fixing a time when the same shall take effect.

GENERAL ORDINANCE NO. 52, 1940

AN ORDINANCE authorizing the city controller of the City of Indianapolis to make a temporary loan in the sum of Seven Hundred Fifty Thousand Dollars (\$750,000) in anticipation of current taxes of the City of Indianapolis actually levied and in the course of collection for the fiscal year in which said loan is made payable; providing for the interest to be charged therefor; providing for legal notice and the time when said loan shall mature; and fixing a time when the same shall take effect.

GENERAL ORDINANCE NO. 53, 1940

AN ORDINANCE authorizing the city controller of the City of Indianapolis to make a temporary loan in the year 1940 in the sum of One Hundred Twenty-five Thousand Dollars (\$125,000) for the use of the Board of Health of said city, in anticipation of and payable out of current taxes of said Board of Health actually levied for general Board of Health purposes and in the course of collection for the fiscal year in which said loan is made payable; providing for the interest to be charged therefor; providing legal notice and the time said loan shall mature; and fixing a time when the same shall take effect.

GENERAL ORDINANCE NO. 54, 1940

AN ORDINANCE authorizing the City of Indianapolis to make a temporary loan in the year 1940 in the sum of Twenty Thousand Dollars (\$20,000) for the use of the Board of Health of said city, in anticipation of and payable out of the current taxes of the Board of Health actually levied for the School Health Fund of said board and in the course of collection for the fiscal year in which said loan is made payable; providing for the interest to be charged therefor; providing legal notice and the time when said loan shall mature; and fixing a time when the same shall take effect.

GENERAL ORDINANCE NO. 56, 1940

AN ORDINANCE abolishing a certain taxicab stand in the City of Indianapolis as designated, established and approved by General Ordinance No. 36-1940; and fixing a time when the same shall take effect.

Respectfully,

REGINALD H. SULLIVAN,
Mayor.

June 21, 1940.

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
Mr. John M. Layton, City Clerk, the following resolutions:

RESOLUTION No. 2, 1940

A RESOLUTION authorizing and empowering Reginald H. Sullivan,
Mayor of the City of Indianapolis, to assign certain registered
bonds, held by the City of Indianapolis as trustee under the
last wills and testaments of Susan W. Butler and Margaret
Butler Snow, in exchange for certain treasury notes, and fixing
an effective date.

RESOLUTION No. 3, 1940

A RESOLUTION authorizing and empowering Reginald H. Sullivan,
Mayor of the City of Indianapolis, to assign certain registered
bonds, held by the City of Indianapolis as trustee under the
last wills and testaments of Susan W. Butler and Margaret
Butler Snow, for redemption; and fixing a time when the same
shall take effect.

Respectfully,

R. H. SULLIVAN,
Mayor.

COMMUNICATIONS FROM CITY OFFICIALS

June 29, 1940.

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

Gentlemen:

Submitted herewith is General Ordinance No. 60, 1940, estab-
lishing a 36 foot "loading zone" in front of 39 West Vermont Street,
said premises being occupied by the L. B. Price Mercantile Co., and
we respectfully recommend its passage.

Respectfully submitted,

BOARD OF PUBLIC SAFETY,
By L. J. Keach,
President.

June 29, 1940.

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

Gentlemen:

Submitted herewith is General Ordinance No. 61, 1940, establishing a taxicab stand on the west side of Marcy Lane, starting from a point thirty (30) feet south of the south curb line of East 46th Street and extending south to a point one hundred (100) feet south of the south curb line of East 46th Street—a 4 cab stand.

We respectfully recommend the passage of this ordinance.

Respectfully submitted,

BOARD OF PUBLIC SAFETY,

By L. J. Keach,
President.

July 1, 1940.

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

Gentlemen:

Attached please find 20 copies of General Ordinance No. 62, 1940, approving a certain lease between the city of Indianapolis and the Roscoe Turner Aeronautical Corporation. The Board of Public Works and Sanitation has spent quite some time in the preparation of this lease and feel that the completion of the plans as proposed therein will go a long way toward advancing aviation in Indianapolis, and they most heartily recommend the approval of this lease.

Very truly yours,

BOARD OF PUBLIC WORKS & SANITATION,

M. H. Walpole,
Executive Secretary.

Mr. Ransom made a motion that the Council recess. The motion was seconded by Mr. Deluse and the Council recessed at 7:40 P. M.

The Council reconvened at 10:30 P. M. with the same members present as before.

COMMITTEE REPORTS

Indianapolis, Ind., July 1, 1940.

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
General Ordinance No. 91, 1940, entitled:

AN ORDINANCE defining certain terms; prohibiting the
sale of adulterated, misbranded, or ungraded milk or
milk products; providing for the issuance of licenses
and fees to be charged therefor; providing for the
grading of milk and the inspection of dairy farms
and milk plants; providing for the labeling and pla-
carding of milk and milk products; prohibiting the
sale of all milk or milk products to certain persons
after May 16, 1940, except grade "A" pasteurized
milk; providing for certain duties of the health of-
ficer of Indianapolis; providing for the repeal of
certain ordinances and all ordinances in conflict
herewith; providing for certain penalties;

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

OLLIE A. BACH, Chairman
ALBERT O. DELUSE
WALTER E. HEMPHIL
HARMON A. CAMPBELL

Indianapolis, Ind., July 1, 1940.

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

Gentlemen:

We, your Committee on Parks, to whom was referred Gen-
eral Ordinance No. 45, 1940, entitled:

AN ORDINANCE ratifying, confirming and approving
the contract entered into on the 23rd day of May,
1940, by and between the Indianapolis Power

and Light Company, a corporation, and the City of Indianapolis, Indiana, by and through its Board of Park Commissioners, with the approval of its mayor, for lighting all boulevards, parkways, bridges and all other public properties under the supervision and control of the Board of Park Commissioners, and for the furnishing of electric energy for all purposes as demanded by the needs of the Department of Public Parks;

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

F. B. RANSOM
HARMON A. CAMPBELL
RALPH F. MOORE

Indianapolis, Ind., July 1, 1940.

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. 47, 1940, entitled:

AN ORDINANCE to amend F-709 of Section 865, known as the Indianapolis Building Code of 1925, of General Ordinance No. 121, 1925, as amended;

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

ALBERT O. DELUSE, Chairman
F. B. RANSOM
HARMON A. CAMPBELL
RALPH F. MOORE

Indianapolis, Ind., July 1, 1940.

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. 55, 1940, entitled:

AN ORDINANCE regulating the parking of vehicles upon certain streets of the City of Indianapolis, providing a penalty for violation thereof;

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

ALBERT O. DELUSE, Chairman
F. B. RANSOM
HARMON A. CAMPBELL
RALPH F. MOORE

Indianapolis, Ind., July 1, 1940.

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. 57, 1940, entitled:

AN ORDINANCE to amend Section 59 of General Ordinance No. 121, 1925, as amended and known as Municipal Code of Indianapolis, 1925;

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

ALBERT O. DELUSE, Chairman
F. B. RANSOM
HARMON A. CAMPBELL
RALPH F. MOORE

Indianapolis, Ind., July 1, 1940.

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. 58, 1940, entitled:

AN ORDINANCE approving an order of the Board of Public Safety of the City of Indianapolis to establish certain taxicab stands in said city, which order was

adopted June 4, 1940, pursuant to Section 9 of
General Ordinance No. 87, 1935, as amended;

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

ALBERT O. DELUSE, Chairman
F. B. RANSOM
HARMON A. CAMPBELL
RALPH F. MOORE

Indianapolis, Ind., July 1, 1940.

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. 59, 1940, entitled:

AN ORDINANCE to amend sub-section (a) of Section 30
of General Ordinance No. 96, 1928, as amended;

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

ALBERT O. DELUSE, Chairman
F. B. RANSOM
HARMON A. CAMPBELL
RALPH F. MOORE

Indianapolis, Ind., July 1, 1940.

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
Resolution No. 1, 1940, entitled:

A RESOLUTION approving, confirming and ratifying a
certain permit granted by the Board of Public Works
and Sanitation of the City of Indianapolis by its writ-
ten order entered on the 10th day of May, 1940, to
Indianapolis Railways, Incorporated, under and pur-
suant to the provisions of the agreement entered into

by the City of Indianapolis and Indianapolis Railways, Incorporated, dated May 25, 1936, as amended and approved by General Ordinance No. 40, 1936;

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

F. B. RANSOM, Chairman
ALBERT O. DELUSE
WALTER E. HEMPHILL
HARMON A. CAMPBELL

INTRODUCTION OF GENERAL ORDINANCES

By the Board of Public Safety:

GENERAL ORDINANCE No. 60, 1940

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 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 by General Ordinance No. 31, 1931, as amended by General Ordinance No. 58, 1931, relative to the establishment of passenger and/or loading zones, at the place hereinafter set out, and the Board of Public Safety having caused investigation to be made thereof and having recommended the establishment, pursuant to the terms of the aforesaid ordinance, the following passenger and/or loading zone be and the same is hereby established in the City of Indianapolis, to-wit:

A 36 foot zone in front of 39 West Vermont Street, said premises being occupied by the L. B. Price Mercantile Co.

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

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

By the Board of Public Safety:

GENERAL ORDINANCE No. 61, 1940

AN ORDINANCE approving an order of the Board of Public Safety of the City of Indianapolis to establish a taxicab stand on Marcy Lane in said city, pursuant to Section 9 of General Ordinance No. 87, 1935, as amended; and fixing a time when the same shall take effect.

WHEREAS, the Board of Public Safety of the City of Indianapolis, on June 18, 1940, adopted an order to establish a taxicab stand on Marcy Lane in said city, as hereinafter described, pursuant to Section 9 of General Ordinance No. 87, 1935, as amended;

NOW, THEREFORE,

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

Section 1. That the said order of the said Board of Public Safety of the City of Indianapolis, dated June 18, 1940, shall be and it is hereby approved so as to establish a taxicab stand on Marcy Lane for the number of cabs as hereinafter designated and situated as follows, to-wit:

- (a) On the west side of Marcy Lane, starting from a point thirty (30) feet south of the south curb line of East 46th Street and extending south to a point one hundred (100) feet south of the south curb line of East 46th Street—4 cab stand.

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

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

Mr. Deluse made a motion that the rules be suspended to permit the introduction of General Ordinance No. 62,

1940. The motion was seconded by Mr. Ransom and passed by the following roll call vote:

Ayes, 7, viz: Mr. Bach, Mr. Campbell, Mr. Deluse, Dr. Hemphill, Mr. Moore, Mr. Ransom, President Joseph G. Wood.

By the Board of Public Works and Sanitation:

GENERAL ORDINANCE No. 62, 1940

AN ORDINANCE ratifying, confirming and approving a certain lease agreement made and entered into on the 1st day of July, 1940, by and between the City of Indianapolis, by and through its Board of Public Works and Sanitation, with the approval of its Mayor, as Lessor, and the Roscoe Turner Aeronautical Corporation, a corporation having its principal office at the Municipal Airport in Marion County, Indiana, as Lessee, wherein the City of Indianapolis has demised and leased to said corporation approximately three (3) acres of land at the Indianapolis Municipal Airport 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 July, 1940, 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 Roscoe Turner Aeronautical Corporation, which said lease agreement is in the following words and figures, to-wit:

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 1940, by and between the City of Indianapolis, a municipal corporation of Marion County, Indiana, by and through its Board of Public Works and Sanitation, with the approval of its Mayor, hereinafter sometimes called the "Lessor," party of the first part, and the Roscoe Turner Aeronautical Corporation, a corporation organized and existing under and by virtue of the laws of the State of Indiana, with its principal place of business located in Marion County, Indiana, hereinafter sometimes called the "Lessee," party of the second part, WITNESSETH:

Paragraph 1. That the lessor, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and contained on the part of the lessee to be paid, kept and performed, does hereby demise and lease to the lessee, and the lessee does hereby rent and take from the lessor the following described real estate situated in Marion County, State of Indiana, to-wit:

All that tract or parcel of land, consisting of approximately three (3) acres, more or less, located at the lessor's Municipal Airport and Landing Field, in Marion County, Indiana, the exact dimensions and location of said tract or parcel of land being more particularly designated, shown and described upon the attached Plat which is marked Exhibit "A," is hereby referred to and by this reference is made a part hereof, the same being identified by the signatures of the parties hereto.

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 hereafter be adopted by said City of Indianapolis, or a branch or agency of the United States Government, for and during the term certain of twenty (20) years from the effective date hereof, and in the event the lessee shall erect a hangar, as provided in Paragraph 5 hereof, then in that event the lessee shall have the right and option, if notice of the exercise of such right and option be given in writing to the lessor by the lessee at least ninety (90) days before the expiration of said twenty (20) year term, to an extension of ten (10) years from and after the expiration of said original term of twenty (20) years, and to a further and additional extension of ten (10) years, if similar notice as hereinabove provided of the exercise of such right and option be given to the lessor by the lessee before the expiration of said first additional term of ten (10) years, unless sooner terminated as herein provided, at the rentals hereinafter set forth governing said original term of twenty (20) years.

Paragraph 3. In addition to the demise of said land the lessor grants to the lessee the rights and privileges incidental to the reasonable use, occupation and enjoyment thereto appertaining, including those rights and privileges hereinafter set forth and described, to-wit:

(a) The right and privilege to conduct upon the Municipal Airport and Landing Field of the city and upon said demised premises, the following business and activities: to repair and overhaul airplanes and airplane engines; to buy gasoline, aviation motor fuels, oils and aviation engine lubricants and greases for its own consumption; to buy and sell airplanes, engines, airplane parts and airplane accessories, including radios, tires, instruments, and the like; to house and store airplanes in lessee's own hangar to be constructed as hereinafter provided; to operate a school for flying and ground training under applicable governmental rules and regulations and in connection therewith to house (but not to board) in lessee's own hangar students attending such school and instructors, assistants and helpers employed in connection with the operation of said school; to engage in aerial advertising and photography; to operate airplanes, carry passengers for hire, carry passengers for air tours and pleasure trips and to arrange and conduct chartered trips in aircraft using said municipal airport as a terminal; to erect upon said demised premises a hangar, and to install such machinery and equipment as is necessary or desirable in carrying on the business and activities aforesaid; Provided, however, that beginning ten (10) years from the effective date hereof, the lessee shall pay to the lessor such commissions upon the retail price of such gasoline, aviation motor fuels, oils and aviation engine lubricants and greases so bought by lessee for its own consumption as the contract entered into by and between the City of Indianapolis and the Central Aeronautical Corporation under date of June 21, 1938, and extended by said city under date of November 10, 1939, now requires said Central Aeronautical Corporation to pay; Provided, further, however, that if any competitor of the lessee or any person permitted to sell gasoline, aviation motor fuels, oils and aviation engine lubricants and greases at or upon said Airport, is granted rates of commission by the lessor, lower or more favorable than those hereinabove prescribed to be paid by said lessee, said lessee shall be required to pay only such commissions as such competitor or seller having the lowest and most favorable rates of commission is required to pay.

(b) The right to use the flying field at said Municipal Airport for any and all purposes as expressed in the foregoing paragraph.

(c) The use of all roadways, alleyways, passageways, etc., necessary for ingress and egress between the public highways and to and from the flying field and its facilities, and to and from the hangar to be constructed and occupied by lessee.

(d) The right to operate and use lessee's trucks and automobiles upon said Municipal Airport, all in accordance, however, with the Rules and Regulations of said Airport and Landing Field.

(e) The right to erect or cause to be erected various beacons, lights, etc., all in accordance with the Rules and Regulations of said Airport and Landing Field, and subject further to all rules and regulations of any branches or agencies of the United States Government governing aviation and the use of the air.

(f) The right to install or cause to be installed any or all necessary radio equipment not in conflict with the Rules and Regulations of said Airport and Landing Field or other governmental agency of the Federal Government with respect to radio, television and the like.

Paragraph 4. As and for rent for said demised tract or parcel of land on said Municipal Airport, and as consideration for all rights and privileges herein granted by the lessor to the lessee, the said lessee promises and agrees to pay to the lessor the sum of Twelve Dollars (\$12.00) per year, said sum to become due and payable in equal installments monthly in advance on or before the 10th day of each month, payable at the office of the City Controller of the City of Indianapolis, during each year this lease shall be in effect.

Paragraph 5. IT IS MUTUALLY COVENANTED AND AGREED between the parties hereto that this agreement is made upon the foregoing and upon the following agreements, covenants, conditions and terms, to-wit:

(1) The lessee expressly agrees to erect, or cause to be erected, a hangar building upon said demised tract or parcel of land, all in accordance with the plans and specifications submitted to the lessor, which said plans and specifications are dated as of the 1st day of July, 1940, have been prepared by the Byrne Doors, Inc., have been approved by the City Civil Engineer and the Board of Public Works and Sanitation of the City of Indianapolis, under date of July 1, 1940, and which plans and specifications have been marked Exhibit "B," are on file in the office of the City Civil Engineer of the City of Indianapolis, and by this reference are hereby made a part hereof.

(2) The lessee further agrees that the construction of said hangar shall be commenced by actual construction thereof within sixty (60) days from and after the effective date hereof; that said hangar will be fully completed within the period of one hundred and eighty (180) days from and after the date of commencement of construction of said hangar; provided, however, that this provision relative to such completion of said hangar shall be of no force or effect if the completion of said hangar shall be delayed by strikes, damage by the elements, acts of God or delays occasioned by a declaration of war, or other delays beyond the control of said lessee.

(3) The lessee further agrees to procure and to maintain its own water supply at its own expense and not depend upon the lessor's existing water supply.

(4) The lessee further agrees to procure, install, furnish and maintain at its own expense its own sanitary system and not depend upon the sanitary system now in operation at said Airport, it being agreed that the lessee shall furnish its own septic tank with adequate absorption beds and other necessary sanitary facilities in conjunction therewith.

(5) The lessee further agrees to keep at its own expense said hangar insured against loss by fire, windstorm and hail, both during construction and at all times while this lease is in effect, in reputable insurance companies acceptable to the lessor, and in an amount of at least eighty per cent (80%) of the replacement value, less depreciation, of said hangar building, the beneficiaries of said policies to be the Roscoe Turner Aeronautical Corporation and the City of Indianapolis, as their interests may appear. Copies of such insurance policies shall be furnished to and approved by said lessor.

(6) The lessee expressly agrees to indemnify and save harmless the City of Indianapolis, its officials, agents and employees, (it being agreed that the officials who have executed this agreement have acted in their official capacities only, and that in executing the same, said officials assume no personal liability), from any and all claims, demands, actions or causes of action for damages growing out of the use or occupancy of said demised premises by said lessee, without contributory negligence on the part of the lessor, and to pay any judgment and costs that may on that account be rendered against said lessor, and also to pay all necessary expenses that may be incurred by said lessor in defending any such claims after receipt of previous notice in writing, such notice to be given by registered mail.

(7) The lessee agrees to heat its hangar at its own expense and by no other means than oil or gas, unless approved in writing by the lessor.

(8) The lessee further agrees to erect and to maintain said hangar at its own expense, and to keep said hangar in tenantable repair at all times while this lease is in effect; and the lessee further agrees, and notice is hereby given to all to whom it may concern, that it will erect, or cause to be erected, said hangar building and to pay in full the costs of all labor and materials, and that it will not suffer or permit any mechanic's lien to be put or remain against the hangar, its appurtenances, or the title of the real estate, the fee simple title of which real estate shall at all times remain in the City of Indianapolis.

(9) There shall be no sale nor dispensing upon said demised premises of any food or beverages without the express written consent and authority of said lessor.

(10) In the event the lessee's proposed hangar building or any part thereof is damaged or destroyed in whole or in part by fire, flood, earthquake or other acts of God, war, or strikes, the lessee agrees to repair and restore said hangar and facilities at its own expense. In the event the lessee shall fail or refuse to fulfill its obligations as in this paragraph provided, then in such an event, any and all insurance policies, insuring said building, and the proceeds therefrom, shall immediately become payable to the City of Indianapolis.

(11) The lessee further agrees to assume and to pay all Federal, State and local taxes which may be assessed against it or against said improvements to be erected upon the real estate of the lessor.

Paragraph 6. It is further mutually agreed by the parties hereto as follows, to-wit:

(a) That the lessee, at its own expense, shall cause to be issued an insurance policy and keep the same in force during the term of this contract, insuring the City of Indianapolis in a sum not less than Fifty Thousand Dollars (\$50,000) against all loss, damages and expenses growing out of the negligent conduct of said lessee or any of its agents or employees, a copy of such insurance policy to be furnished to and approved by said lessor.

(b) If the lessee shall fail to pay said rent when the same becomes due, or if lessee fails to perform any other of the covenants, terms and conditions of this lease agreement, then in such an event, the lessor shall have the right and option, after lessee shall remain in default for a period of ninety (90) days after receiving from said lessor sixty (60) days written notice of such default or of any such breach of this contract, to declare this lease terminated and cancelled, and lessor, or its duly authorized representatives, may enter upon and take possession of the premises herein demised, including said proposed hangar building, without in any wise being a trespasser. Non-exercise of such rights and powers shall not be deemed a waiver thereof on the part of the lessor. Such entry by the lessor upon the lessee's improvements shall entitle the lessor to full and complete ownership of the title thereto.

(c) It is mutually agreed between the parties hereto that upon the expiration of this lease, either by expiration of time or by the termination and cancellation of the same by reason of a breach of any of the terms and conditions hereof, as herein provided, the title to any and all improvements then situated on and upon the lessor's real estate shall be and become the property of lessor as sole owner thereof.

(d) This lease shall be dated as of the 1st day of July, 1940, but the same shall not be in force or effect until the same has been ratified, confirmed and approved by an Ordinance enacted by the Common Council of the City of Indianapolis, and until such ordinance has been approved by the Mayor, at which time and on said date this lease shall be in force and effect.

IN WITNESS WHEREOF,, the parties hereto have set their hands and seals, in triplicate, each copy of which shall be considered an original, at Indianapolis, Indiana, the 1st day of July, 1940.

CITY OF INDIANAPOLIS

By (s) Louis C. Brandt,
President

(s) M. E. Tennant
(s) Leo F. Welch
(s) C. O. Britton

As Its
Board of Public Works and Sanitation
Party of the First Part

Approved:

(s) R. H. Sullivan
As Its Mayor

Attest:

(s) John M. Layton
As Its City Clerk

(SEAL)

ROSCOE TURNER AERONAUTICAL CORPORATION
By (s) Roscoe Turner
President
Party of the Second Part

Attest:

(s) Marian Allyne
Secretary

(SEAL)

STATE OF INDIANA }
COUNTY OF MARION } SS:

Before me, the undersigned, a notary public in and for said county and state, personally appeared Louis C. Brandt, Charles O. Britton, M. E. Tennant, and Leo F. Welch, members of the Board of Public Works and Sanitation of the City of Indianapolis, who, as such members and in their official capacities, acknowledged to me the execution of the foregoing lease agreement, this 1st day of July, 1940.

(s) RUBY LAYMON,
Notary Public

My commission expires
12-11-43

STATE OF INDIANA }
COUNTY OF MARION } SS:

Before me, the undersigned, a notary public in and for said county and state, personally appeared Reginald H. Sullivan and John M. Layton, the Mayor and City Clerk, respectively, of the City of Indianapolis, who, as such officials and in their official capacities

as such officers, acknowledged to me the execution of the foregoing lease agreement, this 1st day of July, 1940.

(s) ANNA F. HAMMERBECK,
Notary Public.

My commission expires
4-15-42

STATE OF INDIANA }
COUNTY OF MARION } SS:

Before me, the undersigned, a notary public in and for said county and state, personally appeared Roscoe Turner and Marian Allyne, the President and Assistant Secretary, respectively, of the Roscoe Turner Aeronautical Corporation, a corporation, who, as such officers and for and on behalf of said corporation, acknowledged to me the execution of the foregoing lease agreement in the name of said corporation, pursuant to authority granted to them by its Board of Directors, this 1st day of July, 1940.

(s) RUBY LAYMON,
Notary Public.

My commission expires
12-11-43

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 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 July, 1940, by and between the City of Indianapolis, by and through its Board of Public Works and Sanitation, and approved by the Mayor, and the Roscoe Turner Aeronautical Corporation, in consideration of the premises mentioned in said lease agreement, the same be and 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 the first time and referred to the Committee on Public Works.

ORDINANCES ON SECOND READING

Mr. Bach called for second reading of General Ordinance No. 45, 1940. It was read a second time.

On motion of Mr. Bach, seconded by Mr. Moore, General Ordinance No. 45, 1940, was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 45, 1940, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 7, viz: Mr. Bach, Mr. Campbell, Mr. Deluse, Dr. Hemphill, Mr. Moore, Mr. Ransom, President Wood.

Mr. Deluse called for second reading of General Ordinance No. 55, 1940. It was read a second time.

On motion of Mr. Deluse, seconded by Mr. Moore, General Ordinance No. 55, 1940, was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 55, 1940, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 7, viz: Mr. Bach, Mr. Campbell, Mr. Deluse, Dr. Hemphill, Mr. Moore, Mr. Ransom, President Wood.

Mr. Deluse called for second reading of General Ordinance No. 57, 1940. It was read a second time.

Mr. Bach presented the following written motion to amend General Ordinance No. 57, 1940:

July 1, 1940

To the Honorable President
and Members of the Common Council.

Mr. President:

I move to amend General Ordinance No. 57, 1940, by inserting the word "poultry" after the word "hogs" and before the words "or any other animals" where they appear in line 4 of Section 59 under Section 1 of the printed copy.

Respectfully submitted,

OLLIE A. BACH,

Councilman.

The motion was seconded by Mr. Campbell and passed by the following roll call vote:

Ayes, 7, viz: Mr. Bach, Mr. Campbell, Mr. Deluse, Dr. Hemphill, Mr. Moore, Mr. Ransom, President Wood.

On motion of Mr. Deluse, seconded by Mr. Ransom, General Ordinance No. 57, 1940, as amended, was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 57, 1940, as amended, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 7, viz: Mr. Bach, Mr. Campbell, Mr. Deluse, Dr. Hemphill, Mr. Moore, Mr. Ransom, President Wood.

Mr. Deluse called for second reading of General Ordinance No. 58, 1940. It was read a second time.

On motion of Mr. Deluse, seconded by Mr. Moore, General Ordinance No. 58, 1940, was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 58, 1940, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 7, viz: Mr. Bach, Mr. Campbell, Mr. Deluse, Dr. Hemphill, Mr. Moore, Mr. Ransom, President Wood.

Mr. Deluse called for second reading of General Ordinance No. 59, 1940. It was read a second time.

On motion of Mr. Deluse, seconded by Mr. Ransom, General Ordinance No. 59, 1940, was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 59, 1940, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 6, viz: Mr. Bach, Mr. Campbell, Mr. Deluse, Mr. Moore, Mr. Ransom, President Wood.

Noes, 1, viz: Dr. Hemphill.

MISCELLANEOUS BUSINESS

Dr. Hemphill presented the following written motion:

July 1, 1940

Mr. President:

I move that information concerning the amount of money owed by the New York Central and St. Louis Railroad and the Lake Erie & Western Railroad for track elevation completed in 1925, be furnished the Indianapolis Common Council within thirty days, and a statement be furnished to the Common Council of any settlement through court or other action. Also whether or not any settlement has been made on the Belt Railroad bridge over White River north of Raymond Street.

DR. WALTER E. HEMPHILL,

Councilman.

The motion was seconded by Mr. Moore and passed by the following roll call vote:

Ayes, 7, viz: Mr. Bach, Mr. Campbell, Mr. Deluse, Dr. Hemphill, Mr. Moore, Mr. Ransom, President Wood.

General Ordinance No. 91, 1939, General Ordinance No. 47, 1940, and Resolution No. 1, 1940, were held for further consideration by the committees to which they were referred.

On motion of Mr. Deluse, seconded by Mr. Moore, the Common Council adjourned at 10:45 P. M.

We hereby certify that the above and foregoing is a full, true and complete record of the proceedings of the Common Council of the City of Indianapolis, held on the 1st day of July, 1940, 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.



(SEAL.)

City Clerk.