

Provided, that any metered parking lots heretofore or hereafter established by the City of Lebanon, Indiana are also included within the provisions of this ordinance and are part of said metered parking zone whether within or without the boundaries thereof.

Section 2: That all other provisions of said above entitled ordinance shall remain unchanged.

Section 3: That this ordinance shall take effect from and after its passage by the Common Council, approval by the Mayor and publication according to law.

Passed by the Common Council and approved by me this 10th day of June, 1957.

(Signed) Max Edwards
Mayor

Attest: (Signed) R. H. Kincaid
Clerk-Treasurer

See Minute Book Pgs 522-523

ABC634

STATE OF INDIANA : IN THE BOONE CIRCUIT COURT
 : SS:
COUNTY OF BOONE APRIL TERM, 1957

LAWRENCE B. WILLIAMS,
JAY G. WILLIAMS, d/b/a
WILLIAMS BROS. CONSTRUCTION CO.,
P.W. MIDDLETON CO., INC.,
a Corporation,
vs
CITY OF LEBANON, INDIANA
ALLIED BUILDERS, INC.

CAUSE NO. 20521 *Filed - Judgment*

DECREE OF JUDGMENT

Comes now the parties, Lawrence B. Williams and Jay G. Williams d/b/a/ Williams Bros. Construction Co., and P.W. Middleton Co., Inc., a corporation, in person and by their attorneys, Kincaid & Goodwin.

And comes now the defendant, City of Lebanon, Indiana, by its attorney, Wendell Iddings, and Allied Builders, Inc., a corporation, individually, and this cause is now submitted to the court for trial, finding and decree.

And the court having heard the evidence in this matter and being advised in the premises by the parties and the counsel for the respective parties finds that the plaintiffs are entitled to recover upon their complaint as follows:

That the Williams Bros. Construction Co. and P.W. Middleton Co., Inc., plaintiffs herein are entitled to recover upon their complaint as against the City of Lebanon, Indiana but not against the defendant, Allied Builders, Inc.

The Court finds that the Williams Bros. Construction Co. is entitled to recover of and from the defendant, City of Lebanon, Indiana, the sum of 2988.00.

The Court further finds that the plaintiff, P.W. Middleton Co., Inc., is entitled to recover of and from the defendant, City of Lebanon, Indiana, the sum of \$261.00.

The court further finds that both of said plaintiffs are not entitled to recover interest on said amounts as against the City of Lebanon, Indiana.

The Court further finds that Allied Builders, Inc., has no real interest in this matter and that judgment should be had in their behalf on their answer filed herein.

WHEREFORE, IT IS, HEREBY ORDERED, ADJUDGED AND DECREED THAT the plaintiffs, Lawrence B. Williams and Jay G. Williams, d/b/a Williams Bros. Construction Co., shall recover of and from the defendant, City of Lebanon, Indiana the sum of \$2988.00 and judgment is hereby entered accordingly.

It is further ordered, adjudged and decreed that the plaintiff, P.W. Middleton, Co., Inc., a corporation, shall recover of and from the defendant, City of Lebanon, Indiana the sum of \$261.00 and judgment is hereby entered accordingly.

It is further ordered, adjudged and decreed that the plaintiffs shall recover nothing as against the defendant, Allied Builders, Inc.

It is further ordered, adjudged and decreed that costs in this action shall be taxed against the City of Lebanon in the sum of \$14.40.

Read and signed in open court this 31th. day of April, 1957.

(Signed) Charles F. Thompson
JUDGE OF THE BOONE CIRCUIT COURT

Resolution No. 15

RESOLUTION OF BOARD OF PUBLIC WORKS
AND SAFETY OF CITY OF LEBANON.

Filed - Sewage Project

After due examination of the bids for the construction of improvements and additions to Lebanon Sewage Works of the City of Lebanon, which bids were received June 18, 1957 by this Board, the Board now finds that Boam Construction Company, of Livonia, Michigan, submitted the lowest and best bid for Contract "A" of the Plans and Specifications, in the amount of \$439,831.80, and C & C Construction Company, Inc., of Fort Wayne, Indiana submitted the lowest and best bid for Contract "B" of said Plans and Specifications, in the amount of \$639,980.00, and it is therefore, resolved that said Boam Construction Company be awarded the contract for the construction of Contract "A" under the Plans and Specifications, in the amount of \$439,831.80, and that C & C Construction Company, Inc., be awarded the contract for the construction of Contract "B" under said Plans and Specification, in the amount of \$639,980.00, and that such contracts are hereby awarded subject to the sale of