

REGULAR MEETING.

COUNCIL CHAMBER, CITY OF INDIANAPOLIS, IND.

MONDAY, February 3, 1913.

The Common Council of the City of Indianapolis met in the Council Chamber, Monday evening, February 3, 1913, at 7:30 o'clock, in regular session, President Charles F. Copeland in the chair.

Present: The Hon. Charles F. Copeland, President of the Common Council, and 7 members, viz: Messrs. Johnson, McCarthy, Denny, Owen, Stilz, Blumberg and Troy.

Absent, 1, viz.: Mr. Rubens.

Mr. Stilz moved that the reading of the Journal be dispensed with. Carried.

COMMUNICATIONS FROM THE MAYOR.

EXECUTIVE DEPARTMENT,
CITY OF INDIANAPOLIS.
INDIANAPOLIS, IND., January 25, 1913.

To the President and Members of the Common Council, City:

GENTLEMEN: I return herewith without my approval General Ordinance No. 71, 1912. I believe that the ordinance which this ordinance

seeks to repeal should be strengthened instead of repealed and I expect to submit to your honorable body an amendment providing children under the age of 14 may not attend any place of amusement unless accompanied by an adult to look after their welfare. When this amendment is submitted I trust it may receive favorable action for it is certainly the duty of every city official to safeguard the children where parents appear unwilling to do their duty.

Very truly yours,

S. L. SHANK,
Mayor City of Indianapolis.

Mr. Owen moved that General Ordinance No. 71, 1912, be passed over the Mayor's veto.

The roll was called and General Ordinance No. 71, 1912, was passed over the veto of the Mayor by the following vote:

Ayes, 6 viz.: Messrs. McCarthy, Owen, Stiltz, Blumberg, Troy and President Charles F. Copeland.

Noes, 2, viz.: Messrs. Johnson and Denny.

REPORTS FROM CITY OFFICERS.

From City Controller:

DEPARTMENT OF FINANCE,
OFFICE OF CITY CONTROLLER.
INDIANAPOLIS, IND., February 3, 1913.

To the President and Members of the Common Council:

GENTLEMEN: I submit herewith a communication from the City Clerk requesting me to recommend an appropriation of \$300.00 to a fund known as "Indexing Council Proceedings."

I submit herewith an ordinance providing for the transfer of \$300.00 from a fund known as "Miscellaneous Expense of City Offices" to a fund known as "Indexing Council Proceedings", and recommend its passage.

Respectfully submitted,

HARRY R. WALLACE,
City Controller.

CITY OF INDIANAPOLIS,
OFFICE OF THE CITY CLERK,
INDIANAPOLIS, IND., January 28, 1913.

Harry R. Wallace, City Controller, City Hall, City:

DEAR SIR: No provision has been made by statute for indexing the proceedings of the Common Council of the City of Indianapolis, and the same are practically worthless without an index, and by reason of the present Charter provisions which require the Common Council to elect its presiding officer and reorganize on the first Monday in January of each year, and the further fact that the accumulation of Council proceedings during each year render their use by the several executive departments and other public officials almost impossible without an index, and a public necessity exists for same it becomes necessary to have the same indexed each year.

You are therefore requested to please recommend an appropriation of \$300 by the Common Council to the credit of the Finance Department, for a fund for "Indexing Council Proceedings."

Yours respectfully,

EDWARD A. RAMSAY,
City Clerk.

From Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD,
INDIANAPOLIS, IND., February 3, 1913.

To the Honorable Common Council, City of Indianapolis:

GENTLEMEN: We are submitting to you for your consideration and action thereon, an ordinance ratifying and approving the execution of a lease by the Merchants Building Company to the City of Indianapolis of the fire and police tower erected on the real estate of the Merchants Building Company, being Lot 6 in Square 65 in the City of Indianapolis.

Yours truly,

C. A. SCHRADER,
CHARLES L. HUTCHINSON,
Board of Public Works.

From Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD,
INDIANAPOLIS, IND., February 3, 1913.

To the Honorable Common Council, City of Indianapolis:

GENTLEMEN: We herewith submit to you for your consideration and action thereon, ordinance granting to the Indianapolis Gas Company the right to lay and maintain switch track across Langsdale Avenue.

Yours truly,

C. A. SCHRADER,
CHARLES L. HUTCHINSON,
Board of Public Works.

REPORTS FROM STANDING COMMITTEES.

From the Committee on Public Works:

INDIANAPOLIS, IND., February 3, 1913.

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. 1, 1913, being "An ordinance ordering the Board of Public Works of the City of Indianapolis, Indiana, to improve Twenty-first street from the east property line of Talbott avenue to the west property line of Central avenue, with wooden block, asphalt, bituminous concrete, or brick pavement, under Improvement Resolution No. 6969, adopted by the Board of Public Works on the 15th day of November, 1912," beg leave to report that we have had said ordinance under consideration and would recommend that the same do not pass.

Respectfully submitted,

FRED C. OWEN,
FRANK E. MCCARTHY.

INDIANAPOLIS, IND., February 3, 1913.

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. 1, 1913, being "An ordinance ordering the Board of Public Works of the City of Indianapolis, Indiana, to improve Twenty-first street from the east property line of Talbott avenue to the west property line of Central avenue, with wooden block, asphalt, bituminous concrete, or brick pavement, under Improvement Resolution No. 6969, adopted by the Board of Public Works on the 15th day of November, 1912," beg leave to report that we have had said ordinance under consideration and would recommend that the same do pass.

Respectfully submitted,

JOHN BLUMBERG,
CHARLES B. STILZ.

Mr. Owen moved that the report of the committee recommending that the ordinance do not pass be concurred in, which motion failed to carry by the following vote:

Ayes, 4 viz.: Messrs. McCarthy, Denny, Owen and Troy.

Noes, 4, viz.: Messrs. Johnson, Stilz, Blumberg and President Charles F. Copeland.

Mr. Stilz moved that the report of the committee favoring the passage of the ordinance be concurred in, which motion failed to carry by the following vote:

Ayes, 4, viz.: Messrs. Johnson, Stilz, Blumberg and President Charles F. Copeland.

Noes, 4, viz.: Messrs. McCarthy, Denny, Owen and Troy.

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

By City Controller:

General Ordinance No. 4—1913: An ordinance providing for the transfer of \$300.00 from a certain fund to a certain fund in and for the use of the Department of Finance and fixing a time when the same shall take effect.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the sum of Three Hundred (\$300.00) Dollars, be and the same is hereby transferred from a fund known as "Miscellaneous Expense of City Offices" to a fund to be known as "Indexing Council Proceedings."

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

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

By Board of Public Works:

General Ordinance No. 5—1913: An ordinance ratifying and approving the execution of a lease by the Merchants Building Company to the City of Indianapolis, of the fire and police tower erected on the real estate of the Merchants Building Company, being lot six (6) in square sixty-five (65) in the City of Indianapolis.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the following lease executed by the Board

of Public Works of the City of Indianapolis, and the Merchants Building Company of the City of Indianapolis,

THE MERCHANTS BUILDING CO.

INDIANAPOLIS, IND., May 29, 1912.

Board of Public Safety, Indianapolis, Ind.:

GENTLEMEN: We propose to erect on our building on the corner of Washington and Meridian streets, a fire tower, as per sketch submitted, this to include the wiring and heat radiation similar to the light and heat furnished our other tenants, but as the heat may not be sufficient for your wants, we will install what is known as combination steam and gas radiators in place of the regular radiators, and will connect the radiators to the gas pipes in our building, so that in case the steam heat furnished by our building is not sufficient, the temperature of the room can be brought up by means of the gas radiator.

The City, however, will have to take care of the charge for gas consumed in this manner, and will also have to pay for the electric light current used, together with the renewals of lamps.

The height of the tower prohibits us from furnishing water in this space, consequently if water is needed in the tower, it must be furnished by the City.

We will furnish elevator transportation to the 16th floor of our building between the hours of 6:00 a. m. and 8:00 p. m. Temporary elevator service, however, will be in force all night.

We are willing to build the above structure as outlined, and will lease the same to the City of Indianapolis under above mentioned condition, for a period of ten years at \$1,500.00 per year.

If the above is satisfactory and accepted, we will prepare lease for the above mentioned space at once.

Awaiting your early reply, we are,

Yours truly,

(Signed) J. P. FRENZEL, Jr.,

Secretary.

This proposition accepted this 3d day of June, 1912.

(Signed) C. A. SCHRADER,

CHARLES L. HUTCHINSON,

E. J. O'REILLY,

Board of Public Works.

This Indenture Witnesseth, That Merchants Building Company, a corporation organized and existing under the laws of the State of Indiana, of the County of Marion and State of Indiana, has this day demised and leased to The City of Indianapolis of Marion County, in the State of Indiana, the following premises in the City of Indianapolis, Marion County, State of Indiana, to-wit: Upper room in tower built above the roof of the Merchants Bank Building, being located on Lot Six (6) in Square Sixty-five (65) in said City at the southeast corner of Meridian and Washington streets, and agrees to furnish as a part of said demised premises, heat, but lessor shall not be liable for any stoppage of either of said services caused by riot, strike, or unavoidable accident, or for stoppage for needful repairs, or improvements, provided lessor uses reasonable diligence to resume such service, to have and to hold for the term of ten years from the first day of January, 1913, said lease to terminate on the 31st day of December, 1922, and the said lessee agrees to pay as rent for said premises, the sum of Fifteen Hundred (\$1,500.00) Dollars per annum in gold coin of the United States of the present standard value, all payable in equal monthly install-

ments in advance on the first day of each current month of the tenancy, at The Merchants National Bank in Indianapolis, Indiana, or such place as the lessor may elect, without relief from valuation or appraisal laws, and with reasonable attorney's fees.

THE CONDITIONS OF THIS LEASE ARE:

1. That the premises are to be used and occupied by said lessee for offices and for Fire Watchman, and for no other purpose; that no stove or other apparatus for heating than those furnished by the lessor are to be placed in the premises herein described; that no ashes or waste of any kind is to be thrown in closets or halls or allowed to accumulate on the premises; that the premises are not to be sub-leased or occupied by other persons or for other purposes than herein expressed, or this lease assigned without the written consent of the lessor, and the party to whom this lease may be assigned shall take the same subject to all its conditions and provisions as herein expressed; and in case said lessor shall consent to the assignment of said lease or subletting of said premises, the same shall in no way release or relieve the lessee herein from lessee's liability to pay the rent provided for in this lease and to perform the other conditions herein agreed to be performed by the lessee; that no nails are to be driven into the walls or signs painted or placed on or in said building without the written consent of the lessor, and subject to approval of the Manager of the building, and no waste shall be committed or damages done to the premises, and no lewd or immoral practices are to be allowed thereon, or unlawful business transacted.

2. That lessee will, at lessee's expense, keep said premises in good repair and tenable condition during said term, replacing at lessee's expense any and all broken glass in or about said premises with glass of the same size and quality and replace signs thereon.

3. That lessor may or may not make alterations, or repairs, or inspection of said premises at its option, but it does not agree to repair or keep in repair the said premises, and said lessee covenants and agrees that said lessor may enter upon said premises, and make such repairs or alterations as said lessor shall elect to do, but said lessor shall not be chargeable with the cost of any repairs, alterations or improvements which it does not order, or make, or agree in writing to pay, and all other repairs, alterations or improvements are to be paid by the lessee, the consent to make such repairs, alterations or improvements having been first obtained from the lessor.

4. That lessee will not use nor permit upon said premises anything that will increase the rate of insurance nor anything that may be dangerous to life or limb, will not in any manner deface the said building or any part thereof, nor overload the floors of said premises, nor permit any objectionable noise or odor to escape or be emitted from said premises, or do, or permit anything to be done thereon in any way tending to create a nuisance, or disturb any other tenant in said building, or occupants of neighboring property, or to injure the reputation of the building; and lessee agrees to comply with all the laws of the United States and of Indiana and all legal health and police regulations of the State of Indiana and the ordinances of the City of Indianapolis respecting said premises, and will not use said premises for lodging or sleeping purposes, or for any illegal purpose.

5. That said lessor shall not be liable or responsible for any act or injury to any person or persons or property that may arise from said premises, or that may occur during the occupancy, under this lease, from any cause whatsoever, whether such damage be caused by the act or neglect of other tenants, occupants or janitors of said building or of any other person, and said lessee hereby agrees to keep and save said

lessor, its successors and assigns harmless by reason of any injury, accident or damage to either person or property of any one whomsoever occurring on said premises during the continuance of this lease, and save said lessor, its successors or assigns, harmless and indemnify said lessor from all loss or damage by reason of any costs or expense arising therefrom caused by any negligence of said lessee, and in the event lessor shall be put to any expense on account of any acts of omission or commission or neglect of the lessee or lessee's employes, or by reason of any injury sustained thereby, or by reason of any suit charging the same, said lessee agrees to compensate and repay said lessor therefor.

6. That no representations except such as are endorsed hereon have been made to lessee respecting the condition of said premises; the taking possession of said premises by lessee shall be conclusive evidence as against lessee that said premises were in good and satisfactory condition when possession of the same was so taken, and lessee shall at the termination of this lease, by lapse of time or otherwise, return said premises to lessor in as good condition as when received, loss by fire and ordinary wear and tear excepted.

7. That in case lessee shall vacate said premises, during the life of this lease, the lessor may, at its option, relet said premises for such rent and upon such terms as lessor may see fit, and if a sufficient sum shall not be thus realized monthly, after paying the expenses of such reletting and collecting the rent accruing from such reletting to satisfy the monthly rent above provided to be paid by this lessee, then the lessee will pay and satisfy such deficiency, monthly.

8. That lessor may enter said premises at all proper and reasonable hours for the purpose of viewing the same, making repairs, or exhibiting the same to any person or persons.

9. That no safe, chest, or other article of furniture weighing in excess of ——— pounds shall be placed in the rooms, and lessee agrees to turn off the water at washstands and in waterclosets as soon as through using the same; to be economical in the consumption of water and not to throw anything in washstands, urinals or closets that will clog the pipes; and failing to comply with this condition, the lessor may collect reasonable additional rent or discontinue water; and the lessee agrees to observe all regulations for said building and its use, which are printed on the back hereof or which may from time to time be adopted by the lessor, and the failure to observe any such regulation shall be deemed a violation of the provisions of this lease and shall forthwith terminate the same at the option of the lessor and entitle lessor to immediate possession of the premises; that all plumbing, electric light or power fixtures and all pipes or conduits to be placed upon said premises shall be installed only subject to the ordinances of the City of Indianapolis and the approval of the Manager or Superintendent of said building; that lessee shall pay all electric light or electric power bills, or for gas used by lessee, and in case lessee shall not pay same when due, lessor may pay the same and the amount so paid shall be so much additional rent due and payable forthwith to lessor.

10. That lessee will pay lessor double rent as liquidated damages for the time lessee shall retain possession of the premises or any part thereof after the termination of this lease, whether by lapse of time or otherwise, but the provisions of this clause shall not operate as waiver by lessor of any right of re-entry hereinbefore provided; nor shall any waiver by the lessor of its right to terminate this lease for breach of covenant affect its right to terminate this lease for any later breach of the same or another covenant.

11. That if said building shall be destroyed by fire or otherwise rendered untenable, lessor shall have 365 days in which to repair and

restore the same without terminating this lease, but the rental shall be abated for such time as the premises shall be untenable.

12. That at the expiration of this lease, or on failure to pay rent when the same is due, time being the essence of this contract, or if the leasehold interest shall be levied on under execution, or the lessee shall be declared bankrupt or insolvent according to law, or if assignment of its property shall be made for the benefit of creditors, or a receiver or assignee shall be appointed for said lessee, then in any of said cases the lessor may, without notice to lessee or any other person, terminate this lease, and upon termination of said lease, lessee will at once surrender possession of said premises to lessor, and said lessor may take possession of said premises without notice and expel the occupant thereof without in any wise being a trespasser, and lessee waives any demand for fulfillment of the conditions or covenants of this lease, or demand for possession of the premises, and in case of the failure of said lessor to take possession of the premises at the time aforesaid, the lessor shall not be estopped from afterwards asserting said rights; and the occupation of said premises by lessee after the expiration of this lease or a forfeiture thereof, shall not give lessee any right as a tenant, but lessee may be expelled at any time without notice, and lessee hereby agrees to pay reasonable attorney's fees, court costs, and any expense which lessor may incur in enforcing the conditions of this contract.

13. That it is agreed that this lease does not grant any rights to light and air over property, except public streets and alleys adjoining the land on which said building is situated. Lessor having installed electric light wiring and heat radiation for said room as per contract of said lessor, and lessee dated May 29th, 1912, and accepted June 3, 1912, a copy of which is hereto attached and made a part hereof under Exhibit A, the lessee now agrees to pay for all gas consumed and electric light current used and renewals for electric lamps.

This lease shall not be in force and effect until ratified, confirmed and authorized by the Common Council of the City of Indianapolis.

IT IS UNDERSTOOD AND AGREED by the lessor and lessee that the agreements and covenants herein shall extend to and shall bind and inure to the benefit not only of the lessor and of the lessee but also of their respective heirs, executors, administrators, successors and assigns.

IN TESTIMONY WHEREOF the lessor has caused its corporate name to be hereunto subscribed by its President, O. N. Frenzel and its corporate seal to be hereunto affixed and duly attested by its Secretary, J. P. Frenzel, Jr., and lessee has caused its corporate name by its Board of Public Works to be hereunto subscribed by C. A. Schrader and Charles L. Hutchinson, all this the (3rd) Third day of February, 1913.

Attest: Executed in duplicate.

J. P. FRENZEL, Jr., *Secretary.*

LESSOR: MERCHANTS BUILDING COMPANY.

By O. N. FRENZEL, *President.*

LESSEE: FOR THE CITY OF INDIANAPOLIS, INDIANA.

(Signed) C. A. SCHRADER,

CHARLES L. HUTCHINSON,
Board of Public Works.

be and the same is hereby authorized and ratified and confirmed, and all of the acts of the Board of Public Works with reference thereto are now expressly confirmed.

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

By Board of Public Works:

General Ordinance No. 6—1913: An ordinance approving a certain contract granting Indianapolis Gas Company the right to lay and maintain a sidetrack or switch across Langsdale Avenue according to blue print attached, in the City of Indianapolis, Indiana.

WHEREAS, heretofore, to-wit: on the 31st day of January, 1913, The Indianapolis Gas Company filed his petition before the Board of Public Works of the City of Indianapolis, as follows:

PETITION.

To the Board of Public Works, City of Indianapolis:

GENTLEMEN: We herewith petition your honorable body for permission to construct a railroad switch across Langsdale Avenue, as described in detail below, for the purpose of obtaining railroad facilities on our property situated on the south side of Langsdale Avenue.

Now, THEREFORE, This agreement, made and entered into this 3rd day of February, 1913, by and between The Indianapolis Gas Company, of the City of Indianapolis, County of Marion, State of Indiana, party of the first part, and the City of Indianapolis, by and through its Board of Public Works, party of the second part.

WITNESSETH: That the party of the first part, being desirous of securing a right of way for a sidetrack or switch from their plant on the north side of Langsdale Avenue to their property situated on the south side of Langsdale Avenue in the City of Indianapolis, which is more specifically described as follows: Said track to cross the northwest corner of Langsdale Avenue; Langsdale Avenue ending at the east Right of Way line of the C., C., C. & St. L. Ry. Co.'s old Chicago Division main track as now located and constructed. Center line of proposed said track to cross the said eastern Right of Way line and into Langsdale Avenue, 17.00 feet, measured from the intersection of the south boundary line of Langsdale Avenue with the eastern said Right of Way line, in a northwesterly direction and along the said eastern Right of Way line, crossing Langsdale Avenue in a northwestwardly direction for a distance of 33.00 feet; said center line of proposed said track intersecting the north boundary line of Langsdale Avenue 12.5 feet measured in an eastwardly direction along the said north boundary line of Langsdale Avenue from the intersection of said north boundary line with the said eastern Right of Way line of the C., C., C. & St. L. Ry. Co.

The attached print is hereby declared to be a principal part of this description hereby covenants and fully binds himself, his successors, legal representatives and assigns, that, in consideration of the grant of the privileges and authority herein given, he will lay, construct and maintain said track upon the term and conditions hereinafter set forth to-wit:

(1) They shall be so laid, improved and kept in repair as to be safe for persons on foot, in vehicles or otherwise, and shall, at all times, be subject to the orders of the Board of Public Works of the City of Indianapolis.

(2) Said track and switch shall be laid upon such grade as shall be established by said Board, and shall be put down under its supervision and to its satisfaction and approval. Said track shall be raised or lowered to conform to any grade which may, from time to time, be hereafter established, whenever so ordered, in writing, by said Board, and shall be made to conform in all respects with any ordinance

passed by the Common Council or with any resolution or resolutions made by said Board, for the elevation or depression of said tracks.

(3) The crossing where said track intersects Langsdale Avenue shall, at all times, be kept improved and in repair and free from obstructions or defects of any kind. No car or cars shall be permitted to obstruct such crossing or to be thereon except for such time as may be absolutely necessary in moving them back and forth, and they shall be at no time stopped or detained thereon in such manner as to obstruct public travel.

(4) Said party of the first part agrees, upon the written order of said Board, made for any good cause affecting the interest of the City or the public welfare, to take up and remove said track, and upon said party's failure so to do, upon such notification in writing, of ten (10) days, to promptly pay the cost of having the same done, and the party of the first part hereby releases all claims for damages whatsoever that may arise by reason of such removal; and in removing said track or causing the same to be done, said Board shall in no wise become a trespasser.

(5) The party of the first part agrees to pave between said track to the entire satisfaction of the second party, and in case said tracks shall be or become out of repair or in need of being reconstructed, or become in any way defective (of which fact the said Board shall be the exclusive judge), it shall be the duty of the said party of the first part to promptly repair or remove same, failing in which, after notification in writing of ten (10) days, said Board shall do or cause the same to be done at the expense of the said party of the first part, and for which expense and cost the said party of the first part shall be liable.

(6) The said party of the first part herein binds himself to hold said party of the second part and said city harmless from any and all claims for damages growing out of the existence, maintenance or use of said track, and to pay any judgment, with costs, that may on that account be rendered against the said party or said city, and also to pay all necessary expenses that may be incurred by said city in defending against any such claims.

(7) Any violations of any of the provisions of this instrument by said party of the first part, or by any one for it or at its instance or with its permission, shall operate as an immediate and absolute forfeiture of the privileges and authority given or granted by this contract, provided, however, that the same may be terminated by said Board, as hereinbefore set forth.

Said party of the second part by virtue of the provisions of an act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and in consideration of the things hereinbefore set forth and upon the terms and provisions stipulated, hereby gives, grants and duly vests said party of the first part the right, privilege and authority to lay and maintain an additional sidetrack or switch across Langsdale Avenue in the City of Indianapolis, all as shown by the drawing attached hereto, filed herewith and for greater certainty marked "Exhibit A."

IN WITNESS WHEREOF, We have hereunto set our hands this 3rd day of February, 1913.

INDIANAPOLIS GAS COMPANY,

CARL H. GRAF, *Vice-President*,

Party of the First Part.

CITY OF INDIANAPOLIS,

By C. A. SCHRADER, *President*,

CHARLES L. HUTCHINSON,

Board of Public Works,

Party of the Second Part.

AND, WHEREAS, Said contract has been submitted by the Board of Public Works to the Common Council of the City of Indianapolis, for its consideration and action, now, therefore,

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, that such contract above set forth be, and the same is hereby in all things confirmed and approved.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

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

By Mr. Blumberg:

General Ordinance No. 7—1913: An ordinance providing for the appointment of a second assistant clerk in the Controller's Office and fixing the compensation.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That there shall be employed in the City Controller's Office a second assistant clerk, who shall be appointed by the City Controller, and who shall receive as compensation the sum of One Thousand (\$1,000.00) Dollars per year, payable in the same manner as other salaries of city officers are paid.

SECTION 2. Whereas an emergency exists for the immediate taking effect of this ordinance, the same shall be in force immediately from and after its passage.

Which was read a first time and referred to the Committee on Law and Judiciary.

By Mr. McCarthy:

General Ordinance No. 8—1913: An ordinance fixing the salaries of certain employes in the Department of Public Safety and fixing a time when the same shall take effect.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the following employes in the Department of Public Safety shall receive for their services the following compensation, to-wit:

The Secretary to the Superintendent of Police shall receive a salary at the rate of thirteen hundred and twenty dollars (\$1,320.00) per annum.

The Bertillion Clerk shall receive a salary at the rate of thirteen hundred and twenty dollars (\$1,320.00) per annum.

The police officer assigned to the Board of Childrens' Guardians shall receive a salary at the rate of six hundred and sixty dollars (\$660.00) per annum.

The Matrons at Police Station, three in number, shall each receive a salary at the rate of eighty-five dollars (\$85.00) per month.

The Gamewell operators at Police Station shall each receive a salary at the rate of three dollars (\$3.00) per day.

The Engineers at Police Station shall each receive a salary at the rate of three dollars (\$3.00) per day.

The Janitors at Police Station shall each receive a salary at the rate of fifty-five dollars (\$55.00) per month.

SECTION 2. All ordinances and parts of ordinances in conflict with the provisions of this ordinance is hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

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

By Mr. McCarthy:

General Ordinance No. 9—1913: An ordinance abolishing free lunch in saloons, providing a penalty for the violation thereof and fixing a time when the same shall take effect.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That it shall hereafter be unlawful for any owner, manager or license holder of any saloon, inn or tavern in the City of Indianapolis to permit or allow to be served any free lunch, or to permit any food stuff of whatever nature or description to be placed in any room licensed for the sale of intoxicating liquor or any room adjoining said licensed room where the public generally can help themselves: Provided, this ordinance shall not apply to eating houses in connection with such saloons where such eating places are conducted and licensed as restaurants.

SECTION 2. Any person, firm or corporation violating any of the provisions of this ordinance shall upon conviction be fined in any sum not more than twenty-five dollars (\$25.00).

SECTION 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. This ordinance shall be in full force and effect from and after its passage and publication once each week for two consecutive weeks in the Indianapolis Commercial, a daily newspaper of general circulation printed and published in the City of Indianapolis, Indiana.

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

By Mr. McCarthy:

General Ordinance No. 10—1913: An ordinance prohibiting the use of acetylene or cetalyne gas lights on automobiles or other motor vehicles within the corporate limits of the City of Indianapolis, and regulating the operation and maintaining of automobiles or other

motor vehicles, in or along the streets, alleys or highways of the city of Indianapolis and providing a penalty for a violation thereof and fixing a time when the same shall take effect.

SECTION 1. Be it ordained by the Common Council of the city of Indianapolis, That it shall be unlawful for any person, firm or corporation to maintain, drive or operate, or cause to be operated on any street, alley, avenue or other public highway any automobile or other motor vehicle, between the hours of 4 p. m. and 7 a. m. of any day, when said automobile or other motor vehicle shall use as head lights or tail lights on said vehicle, any light or illumination which is caused by the combustion or ignition of acetylene or cetalyne gas.

SECTION 2. It shall be unlawful for any person, firm or corporation to operate or maintain any automobile or motor vehicle in or along any street, alley, avenue or public highway of the city of Indianapolis, between the hours of 4 p. m. and 7 a. m. of any day with either a head-light or tail light, when such light is augmented or intensified by the use of a reflector attached to said light in any manner whatsoever.

SECTION 3. For the purpose of this ordinance the terms automobile or motor vehicle, as used in this ordinance shall embrace and include and shall mean any vehicle operated by electricity, gasoline, naphtha, steam or kerosene: Provided, however, that it shall not apply to any locomotive, street or trolley car that is being operated on the track or tracks, owned or lawfully used by the person, firm or corporation owning or operating said vehicle.

SECTION 3. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. Any person, firm or corporation violating the provisions of this ordinance shall be deemed guilty of a misdemeanor and shall be fined in any sum not exceeding one hundred (\$100.00) dollars.

SECTION 5. This ordinance shall be in full force and effect after its passage and publication once each week for two consecutive weeks in a daily paper of general circulation in the city of Indianapolis.

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

MISCELLANEOUS BUSINESS.

By Mr. Stilz:

Resolution No. 2—1913:

WHEREAS, On the 22d day of January, 1913, the Board of Public Works, in regular session, granted consent to the Indianapolis Traction and Terminal Company to lay and maintain tracks and switches, with the necessary curves in streets named in a certain petition filed on the above date, for the alleged purpose of providing more efficient street car service,

AND WHEREAS, It is the opinion of this body that the Board of Public

Works has no power under the franchise to grant such petition but that such power rests solely in the Common Council of said city.

Now Therefore, Be it resolved, that the legal department immediately be requested to render to this body its opinion setting forth by what authority said petition was granted without reference to the functions of this body under said franchise.

Which was read.

Mr. Stilz moved that the rules be suspended and Resolution No. 2, 1913, be placed upon its passage.

The roll was called and the motion failed to carry for want of a unanimous vote as follows:

Ayes, 7, viz.: Messrs. Johnson, McCarthy, Denny, Stilz, Blumberg, Troy and President Charles F. Copeland.

Noes, 1, viz.: Mr. Owen.

Resolution No. 2, 1913, was thereupon referred to the Committee on Public Works.

On motion of Mr. Stilz, the Common Council, at 8:55 o'clock p. m., adjourned.

Charles F. Copeland

President.

ATTEST:

Edward A. Ramsay

City Clerk.