

REGULAR MEETING.

COUNCIL CHAMBER, CITY OF INDIANAPOLIS, IND.
MONDAY, June 19, 1905.

The Common Council of the City of Indianapolis, met in the Council Chamber, Monday evening, June 19, 1905, at 7:45 o'clock, in regular session, President James H. Billingsley in the chair.

The Clerk called the roll:

Present: The Hon. James H. Billingsley, President of the Common Council, and 15 members, viz.: Messrs. Crall, Davis, Eppert, Fishback, Gasper, Hofmann, Moriarity, Rhodes, Shea, Storm, Sullivan, Uhl, Wahl, Wolsiffer, Wright.

Absent, 5, viz.: Messrs. Cooper, Cottey, Krause, Linus, Murray.

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

COMMUNICATIONS FROM THE MAYOR.

INDIANAPOLIS, IND., June 7, 1905.

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

Gentlemen: I herewith return to you with my signature and approval Appropriation Ordinances Numbered 14, 15, 16 and 17, 1905, and General Ordinances Numbered 41, 43 and 46, 1905.

Respectfully,

JOHN W. HOLTZMAN,
Mayor.

Which was read.

INDIANAPOLIS, IND., June 12, 1905.

To the President and Members of the Common Council:

Gentlemen: I herewith return to you with my signature and approval General Ordinance No. 35, 1905.

Respectfully,

JOHN W. HOLTZMAN,
Mayor.

Which was read.

COMMUNICATIONS FROM CITY OFFICERS.

From the City Controller:

INDIANAPOLIS, IND., June 19, 1905.

To the President and Members of the Common Council:

Gentlemen: I submit herewith letter from the Board of Health recommending additional appropriations for the City Hospital as follows:

| | |
|----------------------|---------|
| Fuel | \$3,000 |
| Nurses | 1,500 |
| Flower Mission | 2,000 |

Also letter from Superintendent Martin in explanation of the request. I recommend the appropriations and inclose ordinance covering them.

Respectfully,

J. P. DUNN,
City Controller.

INDIANAPOLIS, IND., May 8, 1905.

Mr. Jacob P. Dunn, Controller:

Dear Sir: I have been instructed by the Commissioners of the Department of Public Health and Charities to request you to submit to the Honorable Council an ordinance appropriating three thousand dollars (\$3,000.00) into the Fuel fund of the City Hospital, fifteen hundred dollars (\$1,500.00) into the Nursing fund of the City Hospital and two thousand dollars (\$2,000.00) into the Flower Mission fund of the City Hospital.

Very respectfully,

Signed, T. VICTOR KEENE,
Secretary Board of Health.

INDIANAPOLIS, IND., June 15, 1905.

Mr. Jacob P. Dunn, City Controller City Indianapolis, City:

Dear Sir: In compliance with your request I herewith send an explanation of the additional appropriation recommended for the City Hospital.

I refer you to the last annual report, in which reasons in full particulars are given.

The following recommendations are made:

| | |
|----------------------|------------|
| Fuel fund | \$3,000.00 |
| Nurses fund | 1,500.00 |
| Flower Mission | 2,000.00 |

Totals\$6,500.00

The expense for fuel last year was \$7,607.87, which does not include the use of the natural gas supplied during January, February and March, free of cost to the hospital.

The natural gas which was discontinued April 1, 1904, supplied fuel sufficient to compensate for at least one-half the fuel consumed during the same months of this year.

For the accuracy of this statement, I respectfully and urgently refer you to the comparative coal and gas statement in the annual report.

The anticipated expense for 1905 was \$8,000.00, amount appropriated was \$5,000.00.

The maintenance of the Training School last year necessitated an expense of \$3,499.98. The amount appropriated this year is \$2,500.00, with a balance of \$903.13.

Ten graduates each receiving \$50.00, with current expenditures equaling last year's, emphasizes the urgent need of the additional appropriation.

The 1904 appropriation for the Flower Mission Pavilion amounted to \$4,000.00, \$3,998.00 of which was expended.

This year's appropriation is \$2,000.00, with a present balance of 52 cents.

The full capacity of twenty-four beds at the pavilion has been taxed. The average expense for maintenance has been \$350.00 per month.

The comparative statement of 1903 and 1904, presented to the Mayor gives proof of the economy exercised in the Hospital management.

Yours respectfully,

PAUL F. MARTIN, M. D.,
Superintendent Indianapolis City Hospital.

Which was read.

From the City Controller:

INDIANAPOLIS, IND., June 19, 1905.

To the President and Members of the Common Council:

Gentlemen: I submit herewith letter of the Board of Public Works requesting an appropriation of \$600 to the account of "Street Openings and Vacations," which explains itself. I recommend the appropriation and inclose ordinance for that purpose.

Respectfully,

J. P. DUNN,
City Controller.

INDIANAPOLIS, IND., June 19, 1905.

Mr. J. P. Dunn, Controller, City of Indianapolis:

Dear Sir: We hereby respectfully request you to recommend to the City Council the appropriation of the sum of six hundred dollars (\$600) from the funds not heretofore appropriated, for the use of this department, under the provisions for "Street Openings and Vacations."

This request is made necessary on account of the award of damages in favor of Lucinda Barckdall on account of the vacation of a street and alley in out-lot five (5), west of White river, according to the provisions of Declaratory Resolutions 15 and 16, 1903.

In order that you may be advised fully as to the history of this transaction, we desire to say that these resolutions were adopted on the 27th of February, 1903 and were taken under advisement upon the day of hearing. No further action was taken until the 9th of October, 1903, when the waiver of the Indianapolis Traction and Terminal Co. was approved by the Board of Public Works, and the vacation proceedings completed on the payment by the Traction and Terminal Company of the sum of seventy-five dollars (\$75.00), charged as benefits to the City of Indianapolis because of the vacation. The record of the proceedings does not show that the Barckdall property, abutting on the street on the west end, was ever considered.

When this board assumed its duties, it was immediately confronted

with the claim of Lucinda Barckdall for damages on account of this vacation. The Board declined to act, for the reason that the proceedings had been terminated by its predecessor. Thereupon the remonstrator appealed to the Superior Court, which, after eighteen months of litigation, issued a writ of mandate against this Board, requiring that Lucinda Barckdall be given the right to remonstrate, and inferentially sustaining her claim for damages. In accordance with the purpose of this writ, the Board appointed George Wolf, John R. Welch and Michael F. Gill to appraise the damages due to Lucinda Barckdall because of the vacation of this street and alley, and they appraised the damages at six hundred dollars (\$600), in which this Board has concurred.

It had been the purpose of the remonstrator, whose lot is four hundred feet deep, with no other outlet except this street, to build four double houses thereon, which is not possible at the present time.

For these reasons, the Board requests that the appropriation be recommended.

M. A. DOWNING,
JACOB WOESSNER,
DAVID WALLACE,
Board of Public Works.

Which was read.

From the City Controller:

INDIANAPOLIS, IND., June 19, 1905.

To the President and Members of the Common Council:

Gentlemen: I submit herewith letter from the Board of Public Safety requesting the transfer of \$1,000 from the account of "Fire Force Pay-Roll" to that of "Repairs to Apparatus." I recommend the transfer and inclose ordinance for that purpose.

Respectfully,

J. P. DUNN,
City Controller.

ESTIMATES.

| | |
|--|--------------|
| Appropriation for one year, Fire Force Pay-Roll..... | \$214,824.00 |
| Appropriation for six months, Fire Force Pay-Roll..... | 107,412.00 |
| Amount disbursement for six months (June estimated)..... | \$104,016.00 |
| Excess balance, June 30th..... | \$3,396.00 |

INDIANAPOLIS, IND., June 15, 1905.

Mr. J. P. Dunn, City Controller:

Dear Sir: The Board of Public Safety wishes you to recommend to the Common Council the transfer of \$1,000.00 from the Fire Force Pay-Roll fund to Repairs to Apparatus accounts.

We find that when the outstanding contracts are paid, the balance in Repairs to Apparatus fund will not be sufficient to meet the necessary repairs for the balance of the year.

Respectfully,

E. C. McLAUGHLIN,
Secretary.

Which was read.

From the City Controller:

INDIANAPOLIS, IND., June 19, 1905.

To the President and Members of the Common Council:

Gentlemen: I submit herewith letter from the Board of Public Safety asking an additional appropriation of \$562.50 for special police service during the Turner Fest. I recommend the appropriation and inclose ordinance for that purpose.

Respectfully,

J. P. DUNN,
City Controller.

INDIANAPOLIS, IND., June 19, 1905.

Mr. J. P. Dunn, City Controller:

Dear Sir: The Board of Public Safety respectfully requests you to recommend to the Common Council the appropriation of \$562.50, the amount required to pay salaries for 45 special policemen, 5 days at \$2.50 per day, specials to serve during the North American Turner meet.

Respectfully,

E. C. McLAUGHLIN,
Secretary.

Which was read.

From the City Controller:

INDIANAPOLIS, IND., June 19, 1905.

To the President and Members of the Common Council:

Gentlemen: I enclose herewith letter from the Board of Public Works requesting an appropriation of \$2,000 for appraisement of the plant of the Consumers Gas Trust Company. I recommend the appropriation and inclose an ordinance for that purpose.

Respectfully,

J. P. DUNN,
City Controller.

INDIANAPOLIS, IND., June 7, 1905.

Jacob P. Dunn, Esq., City Controller, Indianapolis, Ind.:

Dear Sir: We hereby request that you recommend the Common Council to appropriate the sum of \$2,000.00, out of moneys not heretofore appropriated for the use of the Department of Public Works in paying the expenses of a person or persons to be selected to appraise the value of the plant of the Consumers Gas Trust Company, said appointment and expenditure to be in conformance with the ordinance concerning natural gas, approved June 27, 1887.

Respectfully submitted,

M. A. DOWNING,
JACOB WOESSNER,
Board of Public Works,

Which was read.

From the City Controller:

INDIANAPOLIS, IND., June 19, 1905.

To the President and Members of the Common Council:

Gentlemen: Referring to your resolution of June 16, as to the establishment of free public baths, I beg to call to your attention that the proposed action is entirely new, so far as any official administrative consideration is concerned, and that the appropriation proposed is inadequate to the proposed action. The former bath proposal, which was agreed to by your committee and representatives of the executive departments, contemplated merely the provision by the city of certain bath facilities, which were to be taken charge of and operated by an organization of public-spirited gentlemen, without further cost to the city, a small charge being made for bathing, to cover expenses. Your resolution calls for an ordinance "for the purpose of providing free bath houses for public use," but asks only that an appropriation be recommended for "the purchase of proper sites and construction of proper buildings." Necessarily, the provision of "free baths" involves their maintenance by the city, and requires provision for their supervision by some one of the six administrative departments created by law for the city government. Provision will have to be made for additional city employes, and for their salaries, as well as for furnishing the bath houses.

The city charter plainly provides that the initiative in any movement of this character is in the administrative department given control of that special class of work. In this case, the control is divided. The Board of Works has exclusive control of the purchase of lands and construction of buildings. The Park Board has exclusive control of the parks. The Board of Health would naturally control sanitary arrangements, such as the management of public baths. If I should undertake to prepare an ordinance covering this subject, it would be a plain usurpation of the legal powers of these boards, and, if you should pass such an ordinance without their recommendation, it would be equally so. At the same time, I am sure that any of the administrative departments would be glad to confer with any or all the members of the council as to this or any other measure desired, and endeavor to reach some satisfactory conclusion.

I would, therefore, suggest that your honorable body appoint a committee to represent it, which shall take the matter up with the various administrative boards, and, if a satisfactory conclusion is reached, the proper legal initiative can be made, and the city attorney can be called upon to prepare any ordinances necessary for carrying it into effect. As to the phase appertaining to the Finance Department, I must admit that I am not sufficiently familiar with the cost of public baths to have any very definite idea of their expense; but, from what information I have, I would suppose your proposal would involve an annual expenditure as large or larger than the original investment suggested.

Respectfully submitted,

J. P. DUNN,
City Controller.

Which was read.

From the Board of Public Works:

INDIANAPOLIS, IND., June 19, 1905.

To the President and Members of the Common Council:

Gentlemen: We herewith transmit to you for your consideration and action an ordinance approving a certain contract made and entered

into by the City of Indianapolis, by and through its Board of Public Works and the Peoples' Light and Heat Company, this 19th day of June, 1905.

Respectfully submitted,
M. A. DOWNING,
JACOB WOESSNER,
DAVID WALLACE,
Board of Public Works.

Which was read.

REPORTS FROM STANDING COMMITTEES.

From the Committee on Contracts and Franchises:

INDIANAPOLIS, IND., June 19, 1905.

To the President and Members of the Common Council:

Your Committee, to whom was referred General Ordinance No. 42, 1905, have had same under consideration and submit the following report:

This Committee is confident that they voice the sentiment of this Council in saying that they favor the elevation of railway tracks if done in an equitable way, but it is not the sense of this Committee that the elevation should be done at the expense and inconvenience of the property owners in the locality affected by this contract which accompanies this ordinance. This Committee finds that all streets and alleys are vacated by this contract between Morris street and Raymond street, and from Raymond street to the city limits, a distance of about two miles; and all that territory lying south of Morris street and north of Raymond street, and west of the proposed Indianapolis Southern Railroad, is absolutely cut off, no crossings to the east and White River on the west, eliminating all possibilities of a bridge across White River between Morris street and Raymond street, an improvement which that part of the city west of White River and between the two streets above named will shortly be in need of.

We would suggest that the Board of Public Works provide some means whereby this locality west of the Indianapolis Southern Railroad and between Morris street and Raymond street, may be provided with an outlet.

We would recommend that the people and property owners of this section of the city be given a hearing before said Board in order that there may be provided some means of relief for the people that will necessarily be isolated by the carrying out of this contract.

By the terms of this contract all communication is cut off between Senate avenue and Missouri street from South to Merrill street, a distance of two squares, closing Henry street and two alleys completely.

The number of tracks across South street is not limited; there can be two or more. This Committee is of the opinion that there should be some restrictions as to the number of tracks across this street as it is one of the principal thoroughfares of the South Side.

This Committee also finds that a number of property owners have not been able up to this time to make equitable settlements for their property, the purchase of which was proposed by said Indianapolis Southern Railroad.

We feel that these are matters of vital importance to the people who own homes in this locality. Many of these homes and properties while of limited value, are as dear to these people as the homes of the wealthy who may have been more fortunate; and this Committee feels that it is

not just to ratify this contract until these matters have been largely adjusted.

We would, therefore, recommend that this contract be returned to the Board of Public Works for their consideration.

Respectfully submitted,

J. H. CRALL.
 J. L. GASPER,
 FRED W. EPPERT,
 CHAS. G. DAVIS.
 ANDREW H. WAHL,
 JAMES D. MORIARITY.

Which was read.

Mr. Crall moved that the report of the Committee be adopted.
 Carried.

INTRODUCTION OF APPROPRIATION ORDINANCES.

By the City Controller:

Appropriation Ordinance No. 20—1905: An ordinance appropriating \$6,500 to the Department of Public Health and Charities.

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That there be and is hereby appropriated to the Department of Public Health and Charities, the following amounts in the accounts of the City Hospital, to-wit:

| | |
|---------------------------|---------|
| For "fuel" | \$3,000 |
| For "nurses" | 1,500 |
| For "Flower Mission"..... | 2,000 |
| | \$6,500 |

Sec. 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 the City Controller:

Appropriation Ordinance No. 21—1905: An ordinance appropriating \$600 to the Department of Public Works for "Street Openings and Vacations."

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That there be and is hereby appropriated to and for the use of the Department of Public Works the sum of \$600 for "Street Openings and Vacations."

Sec. 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 the City Controller:

Appropriation Ordinance No. 22—1905: An ordinance appropriating \$562.50 to the Board of Public Safety for special police service.

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That there be and is hereby appropriated to and for the use of the Department of Public Works the sum of \$562.50 for special police service during the Turner Fest.

Sec. 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 the City Controller:

Appropriation Ordinance No. 23—1905: An ordinance appropriating \$2,000 to the Department of Public Works for the appraisalment of the plant of the Consumers' Gas Trust Company.

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That there be and is hereby appropriated the sum of \$2,000 to and for the use of the Department of Public Works, for the appraisalment of the plant of the Consumers' Gas Trust Company.

Sec. 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.

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.**By Board of Public Works:**

General Ordinance No. 51—1905: An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 19th day of June, 1905, between the City of Indianapolis, by and through its Board of Public Works and the Peoples' Light and Heat Company, viz.:

Contract by and between the City of Indianapolis, party of the first part, and the Peoples' Light and Heat Company, party of the second part.

This agreement made this 19th day of June, 1905, by and between the City of Indianapolis, by and through its Board of Public Works, party of the first part, and the Peoples' Light and Heat Company, a corporation under the laws of the State of Indiana, party of the second part. Witnesseth:

That the party of the first part does hereby grant unto the party of the second part, its successors and assigns, subject to any laws and ordinances now in force or hereafter enacted or put in force as police regulations, authority and permission to use the streets, alleys and public places of and within the City of Indianapolis as bounded at any time during the life of this grant, for the purpose of distributing and supplying hot water, steam and electricity, or either thereof, for heat, light and power, or either thereof, by means of pipes, conduits, wires and appurtenances underground, and poles, wires and appurtenances overhead,

or either or any thereof, which grant is and shall be upon the following terms and conditions, that is to say:

First. The stations for generating or creating heat, power or light, or for distributing may be established and maintained by the second party upon ground owned or leased by it at suitable points in said city; and all buildings, structures, machinery and appliances shall conform to the fire and building ordinances of said city, and shall be at all times subject to inspection and all reasonable regulations of the Common Council.

Second. Whenever the second party shall desire to construct from any of these stations appliances for the distribution of heat, power, or light, as aforesaid, through the territory to be supplied by such stations respectively, it shall prepare and place on file in the office of the Board of Public Works of said city, maps, plans and specifications of such proposed construction, which specifications shall include all excavations and all underground and overhead apparatus and all appliances of every kind and description, showing the exact location of all poles, pipes, conduits, ducts and other appliances, the height above or the depth below the surface of the street, and, in general, where and how such work is to be done, and shall conform in all respects to the provisions of this contract and any ordinances of the Common Council relating to public safety and health; which maps, plans and specifications shall be approved without delay by the said Board of Public Works, and a permit for cutting into the streets, alleys and public places issued to said party of the second part, before such work shall be begun. Alleys instead of streets shall be used whenever practicable. And all poles and wires wherever erected in the construction of said plant, shall be so placed as to interfere as little as possible with other public uses of the streets, alleys or other grounds, or with public or private interests or conveniences, and so as not to cause the destruction of trees upon public or private grounds.

The Board of Public Works shall have power to designate at what point in the street, alley or public place, shown upon such maps, plans and specifications, the trenches, conduits, poles or appliances used by said second party in the distribution of heat, light or power shall be located. In case of a dispute between any property owner and said second party as to the location of any of the appliances aforesaid, the decision of the Board of Public Works as to such location shall be final. And there shall be placed under ground all wires, cables, conduits, ducts and appurtenances for the distribution of heat, power or light, as aforesaid, in all the territory bounded on the North by the north side of North street, on the South by the south side of South street, on the East by the east side of East street, and on the West by the west side of West street, except such aerial poles, cables and wires as the Board of Public Works shall give its expressed permission to be allowed in such territory for local distribution.

Third. Upon filing any such maps, plans and specifications, and their approval as aforesaid, said party of the second part may make the specified excavations and lay the specified pipes, conduits, wires and other appliances underground, and, in those parts of the city outside of the territory bounded on the North by the north side of North street, on the South by the south side of South street, on the East by the east side of East street, and on the West by the west side of West street, may erect and construct the specified poles, wires and overhead appliances, all with suitable and safe connections and appurtenances to constitute an entire plant which said second party may thereafter maintain, repair, improve, extend, add to and operate during the life of this grant, subject to its terms and conditions.

And the right is hereby reserved by the Board of Public Works to order any change or changes made from time to time, in any part of

said company's plant located in the streets, alleys, avenues and public places when in the way of any public improvement of said city and to change the location of individual posts and guy stubs when necessitated by any private convenience within the judgment of the Board of Public Works, all such changes to be made by said company without expense to said city: *Provided*, When posts and guy stubs have once been located with the approval of said Board any change of location thereafter ordered by said Board because necessitated by private convenience, shall be made either at the cost of said company or of the person desiring and requesting such change as the Board may determine at the time of ordering the change, and when the change is to be made at the cost of the person desiring or requesting the same, such person shall pay to said company the cost thereof, the same to be estimated and determined by the Board in its order before such change shall be required to be made. In case the said company shall neglect or refuse to obey such orders of the Board of Public Works the said Board is hereby authorized to perform such work and charge the cost thereof to said company and may deduct the same from any moneys due or which may become due to said company.

Fourth. It is agreed by the parties hereto that by fixing herein the present area within which the conduits, ducts and wires of said plant shall be placed underground the right of the Common Council to hereafter extend the limits of such underground district or exercise any of the police powers of said city shall not be in any wise restricted or abridged.

Fifth. It is also agreed that all the underground wires, conduits, pipes, ducts and appliances used in the construction of said plant shall be placed at such depth that the top and all parts thereof shall not be less than two feet below the surface of the street, alley or public place wherein they are located, and shall be so located and constructed as not to interfere with or disturb existing surface or underground structures, conduits, pipes or other property belonging to other corporations, companies or persons, or sewers or sewer connections; nothing contained herein shall preclude the said city from prosecuting or authorizing any future public work of any character, but in the prosecution of any public work or improvement hereafter the said Board shall have the right, if it deems the same necessary, to require the temporary removal of any wire, pipe, conduit, duct or appliance, authorized by this contract to be laid, and the same shall be removed or necessary changes made therein by the said second party so as to conform according to the terms of this contract with the established grade of any street, alley or public place so ordered to be improved, on the order and requirement of the said Board, and in case of a failure on the part of the said second party to comply with any such order or requirement, then the said Board may make such removal or change and the necessary cost thereof shall be paid by said second party to the City Controller upon proper demand being made therefor.

Sixth. It is also agreed that all the work of the construction or repair of that part of the second party's plant that is located in any of the streets, alleys or public places of said city shall be under and subject to the supervision of inspectors to be appointed by the said Board of Public Works, the said inspectors to be appointed and begin the inspection and supervision of said work or repair as soon as the said second party shall have completed the excavations therefor, and all the necessary expenses for the employment of all such inspectors shall be paid by the said party of the second part to the City Controller on demand. The Board of Public Works of said city shall at all times have the right to inspect, superintend and control the construction of the conduits, man-holes and other appurtenances which may be constructed as part of said plant; and the right is hereby reserved to said Board to order any

change made from time to time for city purposes; all such changes to be made by the said second party without expense to said city. In case the said party of the second part shall neglect or refuse to obey any instructions of said Board with respect to any alteration to be made, the said Board is authorized to make the same, and to collect the cost thereof from the said party of the second part.

Seventh. The said company, party of the second part, agrees and binds itself that in the construction or repair of said plant it will not at any time open or encumber more of any street, alley or public place than may be necessary to enable it to perform the work of laying its pipes, wires, cables, conduits, conductors and other appurtenances, with proper economy and efficiency, and that no opening of or encumbrance to any of such streets, alleys or public places shall be permitted to remain or continue for a longer period than may be necessary within the judgment of the Board of Public Works; and that it will properly and effectually guard all such openings and encumbrances with such barriers and lights as will prevent the happening of accidents or injuries by reason thereof. The said company, party of the second part, also agrees and binds itself to hold the City of Indianapolis harmless as against any and all damages done by it to the streets, alleys, avenues and public places within such city, in the building and construction of its said plant underground or aerial; that it will restore all streets, alleys, avenues and public places to the same condition after the completion of its work as they were before being cut into or used by it, the said company, all such streets, alleys, avenues and public places to be repaved with the same material with which they were paved before being disturbed by it, or with such material and in such manner as shall be satisfactory to said Board of Public Works; that it will at all times make any and all repairs which may be necessary to any of the streets, alleys, avenues or public places, by reason of the same having been dug into or disturbed in the construction or repair of said plant; that it will not in such construction or repair, dig, cut into or remove material from the surface or underneath the surface of any such street, alley, avenue or public place, without having first prepared and filed with the Board of Public Works maps, plans and specifications, as herein provided, and obtained the consent of the said Board; that it will pay all damages for personal or other injuries that may result from or grow out of any work that may be done by or for it in such construction or repair, or in the operation of its plant; that it will indemnify and save said city harmless from any and all liability or expense growing out of or resulting from the construction or repair or operation of any part of its said plant; that it will, upon the demand of the City Controller of said city, pay any damages which may have accrued to said city, and any and all judgments which may have been obtained and rendered against such city on account and by reason of the construction or repair or operation of said plant, or the occupancy by it of any of the streets, alleys or public places in said city; that if the said city shall become involved in any action or suit, on account of any act or omission of the said second party in the construction or operation of its said plant, it will, upon notice from said city or its proper officers, appear and defend such action or suit without expense to the said city; and that it will also protect and save said City of Indianapolis harmless as against any and all suits which may be brought by any person or corporation for the infringement of any patent which may be alleged against such corporation, either in the course of the construction or operation of the said plant or system.

Eighth. In the equipment of the stations of the party of the second part, it shall employ the most modern and effective appliances and methods for the consumption and suppression of the smoke from its furnaces or other heating apparatus, as provided by any valid ordinance of the City of Indianapolis in force during the life of this franchise, and

in the distribution of electricity for light or power, the most modern and effective equipment and appliances shall be used to prevent damage therefrom.

Ninth. It is agreed that said company upon proper written application therefor shall furnish and supply electric current for light for incandescent electric lighting and connect its hot water or steam mains and pipes and wires with any service pipes and wires for the supply of such light or heat, including hot water boiler service, to any citizen upon or along the several streets, alleys, avenues or public places where said company's wires, mains and pipes extend or may be extended, such applicant conforming to such reasonable rules of said company concerning the supply, use of, and payment for such services as said company shall from time to time adopt; but all such rules and regulations shall be subject to the approval of the Board of Public Works before they shall be deemed binding upon consumers. Said company shall make no charge in supplying electric current for incandescent lighting, or for "renewals," including lamps, carbons and fuses, except when actually supplied, and the charge for such renewals shall not exceed cost with ten (10) per cent. added.

Said company shall furnish meters for the measurement of the electric current supplied and used in such service without cost to the consumer. And in rendering accounts or bills for current, the same shall include such statements of the readings of the meter as may enable the consumer, if he chooses to do so, to verify the correctness of the account from the meter readings: *Provided*, That the foregoing shall not be held to require said company to furnish, place or maintain electrical apparatus, wires or connections upon the premises to be supplied, other than meters and the wires or conductors of said company necessary to conduct such current onto or into the premises to be supplied. And, *Provided further*, Nothing herein shall be held or construed as preventing said company, upon application or request from any consumer of electric current from entering into a contract with such consumer for the supply of electric current or light at a lower rate than the maximum rate permitted to be charged under this franchise and providing in such contract in consideration for such lower rate for the payment to the consumer of an agreed sum per month or other period whether the quantity of current actually supplied and used at the contract rate would amount to such agreed sum or not, or on such application or request from contracting with the consumer for the supply of electrical current upon such other basis and terms as may be mutually agreed upon.

Tenth. In the construction of any mains or pipes along or in the streets, alleys and public places of said city for the supply of hot water and steam said second party shall provide mains and pipes of such size and capacity as will afford and furnish a sufficient supply of hot water or steam for heat to all people residing along the streets, alleys, avenues and public places where such mains and pipes are constructed, who may at any time desire such service.

Eleventh. That said party of the second part shall have the right to tap or connect with any sewer in any street, alley or public place occupied by any of the pipes, casings or appliances of the party of the second part for the purpose of draining such pipes, casing and appliances, and the trenches in which they are laid, provided plans and specifications showing where and how such tapping or connection shall be made have been first filed with and approved by the Board of Public Works and a permit issued therefor, all of which work shall be done under the supervision of inspectors appointed by said Board as provided in section six (6) of this contract.

Twelfth. Before beginning the work of construction by the party of the second part, it shall execute to the party of the first part, to the approval of its Board of Public Works, a good and sufficient bond in the

sum of twenty-five thousand dollars (\$25,000.00) which bond shall be conditioned for the faithful performance by said company, party of the second part, of each and every stipulation and agreement contained in this contract, and for the carrying out of all the terms and conditions thereof during the entire period and term covered thereby; and the said Board of Public Works shall have the right, at any time during said period, whenever the surety on said bond shall not be deemed ample and satisfactory, or said bond has been impaired by money payments thereon, to require such additional surety thereon as it may deem necessary, and if said company, party of the second part, shall on written demand of such Board, refuse or fail to furnish such additional surety, then its rights under this contract shall cease and the franchise hereby granted be forfeited, such forfeiture to be enforced in any court of competent jurisdiction.

Thirteenth. The territory in which said party of the second part shall operate its first plant is bounded on the North by the center line of Twenty-second street, on the South by the center line of Tenth street, on the West by the center line of Illinois street, and on the East by the center line of College avenue. Additional territory may thereafter be occupied by said party of the second part or the first plant extended to additional territory by the party of the second part filing with the Board of Public Works a plan showing the additional territory which it desires to occupy and the public utility or utilities provided for herein which it desires to furnish within such territory, and upon the approval of such plan by the Board of Public Works endorsed thereon such second party shall be permitted to extend its service for such utility or utilities into said territory, and it shall thereupon as to the furnishing of such utility or utilities within such additional territory be held and bound for the discharge of all obligations herein imposed as to the original territory.

Fourteenth. It is agreed that the rate which the second party may charge for hot water heat supplied by it shall not exceed for any heating season the sum of twenty (20) cents per square foot, and for steam heat it shall not exceed the sum of thirty (30) cents per square foot of radiation installed in any building and covered by the contract of the consumer for heating such building. The amount of radiation herein referred to shall be ascertained by measuring the exterior surface of each section of radiators or pipes used for heating: *Provided, however*, That there shall be no charge for the radiating surface of the supply pipes, the risers connecting the radiators or the return pipes in any house or building. The party of the second part shall be entitled to charge for supplying heat from its hot water pipes to the hot water boilers of consumers the following annual rates: For thirty (30) gallon boilers fourteen dollars (\$14.00); for forty gallon boilers eighteen dollars (\$18.00); for fifty (50) gallon boilers nineteen dollars (\$19.00); for sixty (60) to sixty-three (63) gallon boilers twenty dollars (\$20.00); for eighty (80) to eighty-two (82) gallon boilers twenty-five dollars (\$25.00); for one hundred (100) gallon boilers thirty dollars (\$30.00); and no boilers under thirty (30) gallons shall be heated. The heating season herein referred to shall extend from September 20th to May 20th. The party of the second part may require payments for heating service to be made by its consumers four months in advance, or one-half of the entire charge for the heating season to be paid on the 20th day of September in advance, and the other half on the 20th day of January in advance.

Fifteenth. All applications for new connections for heating and boiler service shall be made on or before the first day of June for service during the next heating season. No person in possession of property already connected with the plant or system of the party of the second part at the beginning of the heating season shall be entitled to

demand service for such season unless he shall contract to take service for the entire heating season. If any house, building, or any part thereof which is separately connected with the plant or system of the party of the second part for heating shall be vacant at the beginning of the heating season and any person shall thereafter move into the same and desire the heating and boiler service for the remainder of the heating season, he shall have a right to receive the same upon signing a contract for the remainder of the heating season which contract shall fix the price for the remainder of the heating season upon the basis of eight per cent. of the entire yearly rate for each of the first two and last two months of the eight months season, and seventeen per cent. of the entire yearly rate for each of the four intervening months, i. e., from November 20th to March 20th; which contract may provide for the payment of such service of not to exceed four months in advance.

Any person moving into any house connected with the plant of the second party on account of which a preceding occupant has made payment in whole or in part for heating and boiler service for the current heating year, shall be entitled to the benefit of such prepayment as against the second party upon producing an assignment of the rights of the party who paid the same.

Sixteenth. The rate to be charged by the second party for incandescent electric lighting shall not exceed ten (10) cents per thousand watts, to be paid as may be required by the second party.

Seventeenth. It is hereby agreed that the heat which the second party hereby agrees to furnish and supply to its consumers whose radiation is sufficient under the rules of the company, shall be sufficient to maintain uniformly a maximum temperature within the room where such radiation is supplied of at least 70 degrees Fahrenheit; and it is agreed that any consumer whose radiation is sufficient, under the regulations of the company, and to whom insufficient heat is supplied to maintain uniformly a maximum temperature within the room where such radiation is supplied, of seventy degrees Fahrenheit, there shall be allowed by such company, from the charges against such consumer, a discount justly proportioned to the loss in temperature below said maximum; *Provided, however*, That there shall be no charge against such consumer for such time during the heating season when such temperature shall fall below fifty-five degrees Fahrenheit; and provided also, that such discounts shall not be required where the company has not been notified in writing of such insufficiency of heat and given an opportunity to discover the cause, and, if due to the company's service, to remedy the same, nor shall it be required where the cause is due to defective radiation or the violation of the company's rules for receiving and distributing the heat, or to defective construction of building, or to any fault of the consumer.

And it is agreed that if the charge against such consumer for such heating service has not been paid in advance, the discount to which he is entitled shall be deducted from such charge; and if the charge has been paid in advance then the amount to which the consumer is entitled by way of discount shall be paid by the party of the second part on demand.

Eighteenth. It is further agreed, that in consideration of the privileges herein granted by the first party, the second party will pay annually, at the close of the fiscal year of the party of the second part, to the party of the first part, the sum of five (5) per centum of the gross receipts derived by the party of the second part from the furnishing of hot water and steam heating and incandescent electric lighting and any public electric lighting under contract with the City of Indianapolis under the provisions of this contract. And it is agreed that the party of the second part shall, at the close of said fiscal year, render to the first party a full statement of such gross receipts, verified by the proper

officer of said company. In the event that doubt shall arise as to the accuracy of any such statements, it is agreed that the Controller of said city shall have access to and privilege of examining the books of the said party of the second part, and determining therefrom the amount of such gross receipts, and the sum by him ascertained shall constitute the basis for said per centum charge.

Nineteenth. It is further agreed that as part consideration for this grant and as a condition precedent to the exercise of any rights thereunder by said second party, the said second party shall acquire by purchase and surrender or cause to be surrendered the franchise contract or license agreement between the City of Indianapolis and the Home Heating and Lighting Company made between the Home Heating and Lighting Company and the said city September 14, 1900, and approved October 5, 1900; and said second party shall acquire from said Home Heating and Lighting Company its present plant and equipment as a basis for the beginning of operations under this franchise: *Provided, however,* That the owner or occupant of any and all houses or buildings now connected with the plant of the said Home Heating and Lighting Company for hot water heating shall be entitled upon the payment of the rate herein provided for to have such heat supplied by the party of the second part to the heating apparatus and equipment as now installed, if the radiation is sufficient, so long as there are no changes in the condition or construction of the premises which would materially affect the efficiency of the equipment already installed to heat such premises.

Twentieth. All rights, privileges and concessions herein granted to the said company, party of the second part, are expressly limited to a period of twenty-five (25) years from the date of ratification of this contract by the Common Council of said city, which limitation of time is hereby declared to be one of the chief considerations for the grants herein contained. And all rights hereby granted shall end and determine at the expiration of said period.

To the end that at the expiration of the said period for which said grant is made there may no doubts exist as to the respective rights of the parties hereto, it is agreed:

(a) If, at any time, not less than three (3) months nor more than six (6) months before the expiration of said term, a new franchise and right to occupy the streets, alleys, avenues and public places of said city, and to supply hot water, steam and electricity, or either thereof, for heat, light and power, or either thereof, by means of pipes, conduits, wires and appurtenances overhead, or either or any thereof, shall not have been granted to said company, its successors or assigns by the proper officers of said city, then the said city shall have the option to become the purchaser and owner of all the tangible property of said company, by the payment to the corporation then owning the same the fair cash value of such tangible property as constituting an operating plant and system, and in case the said city, through its proper officers, and the said corporation, are unable to agree as to the fair cash value, as aforesaid, of such property, the same shall be determined by a committee of three arbitrators, one of whom shall be chosen by the Mayor of said city, one by the said corporation owner, and the third by the two chosen as above, said third member of said committee to be a disinterested and reputable expert electrical and mechanical engineer, not residing in the State of Indiana, and not, at the time of his selection, in the employment of either of the parties to said contract, and the finding of the majority of such committee as to such value shall be binding on both the said city and the said corporation, and the said city shall be bound to pay and the said corporation shall be bound to receive the said amount as the purchase price of said property: *Provided,* That nothing herein contained shall be so construed as that the said city shall be

compelled to purchase said tangible property, or any part thereof, unless, by its officers, it shall elect to have the cash value thereof, as aforesaid, appraised as hereinabove provided, and the Common Council of said city shall, at the proper time, have made the necessary appropriation for such purpose.

If said committee of arbitration is selected and act as above, the charges of such committee for services shall be borne equally by the corporation owner and said city.

(b) If within three months of the expiration of said period of twenty-five years, this contract and the franchise hereby granted shall not have been renewed or extended by a new contract ratified by ordinance, and if said city shall not have exercised its optional right to purchase the tangible property of said corporation, the said city shall have the right through its proper officers to enter into a contract with, and grant a franchise to, another company or corporation to operate said property upon such terms as may be fixed by such contract for a period commencing on the date of the expiration of the franchise herein granted, and such company or corporation to which such new franchise may be granted, may become the owner of said tangible property and have the right to operate the same upon the payment by it, to the company, party of the second part, or to whomsoever may then be the owner of such property, the fair cash value thereof as an operating plant and system, and if said company or corporation to which such new franchise is granted, and the corporation owning such property shall be unable to agree as to the fair cash value of said property, as aforesaid, then, the same shall be determined by a committee of three arbitrators, to be chosen, one by each of the said corporations and the third by the two so chosen by the parties, said third member to be a disinterested and reputable expert electrical and mechanical engineer, not residing in the State of Indiana, and not, at the time of his selection, in the employment of either of said companies or corporations, and the decision of such committee, or a majority thereof, shall be final and binding on all parties. The expense of such committee, including their compensation, shall be equally borne, one-half by each of said two companies or corporations.

(c) If, at the expiration of said term of twenty-five years, the City of Indianapolis shall not have become the owner of said plant and system, and if the tangible property constituting said plant and system shall not have been sold and delivered to any other company or corporation having a franchise and the right, by a contract with the city, to operate the same, and if this franchise shall not have been renewed or extended as hereinbefore provided, then the said city shall, through its proper officers, proceed to offer by public advertisement, a new franchise for the operation of said plant and system for a term of years, which franchise shall be awarded to the bidder who, being solvent and responsible, offers the most favorable terms for the city and its citizens, and who will bind himself, themselves or itself, as the case may be, to take the tangible property constituting said plant and system, and pay to the corporation then owning the same the fair cash value thereof, as an operating plant, and if the parties cannot agree as to the fair cash value of said property, as aforesaid, then the same shall be determined by a committee of three arbitrators to be chosen, one by each of said corporations and the third by the two so chosen by the parties; said third member to be a disinterested and reputable electrical and mechanical engineer, not residing in the State of Indiana, and not at the time of his appointment, in the employment of either of said companies or corporations, and the decisions of such committee, or a majority thereof, shall be final and binding on the said parties. The expense of such committee, including compensation, shall be equally borne, one-half by each of

said two companies or corporations. If, at the expiration of this franchise the same shall not have been extended, or said property disposed of as provided for herein, it is expressly understood and agreed that said company, party of the second part, shall not have the right to tear up any street or alley occupied by it for the purpose of taking up any of the underground property belonging to said second party.

Twenty-first. To each of the terms, conditions, provisions, stipulations and requirements of this contract, the City of Indianapolis, by and through its Board of Public Works, party of the first part herein, and the said Peoples' Light and Heat Company, party of the second part herein, by its duly authorized officers and representatives, do fully agree to bind themselves, their successors and assigns.

In Testimony Whereof, We have hereunto set our hands and seals this the 19th day of June, 1905.

Executed in triplicate.

THE PEOPLES' LIGHT AND HEAT CO.,

By S. E. Rauh, President,
John F. Wild, Secretary.
Party of the second part.

CITY OF INDIANAPOLIS,

By M. A. DOWNING,
JACOB WOESSNER,
DAVID WALLACE,
Board of Public Works,
City of Indianapolis, Ind.,
Party of the first part.

Approved:

JOHN W. HOLTZMAN, Mayor.

And Whereas, Said contract and agreement has been submitted by the Board of Public Works of the City of Indianapolis to the Common Council of said City for its action thereon, therefore,

Section 1. Be it ordained by the Common Council of the City of Indianapolis, That the foregoing contract and agreement made and entered into on the 19th day of June, 1905, by the City of Indianapolis, by, and through its Board of Public Works, with the Peoples' Light and Heat Company, be, and the same is, hereby in all things ratified, confirmed and approved, and the said Peoples' Light and Heat Company is granted all rights, privileges and franchises as in said contract and agreement set forth in accordance with the terms, conditions and provisions thereof.

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

By the City Controller:

General Ordinance No. 52—1905: An ordinance for the transfer of certain funds heretofore appropriated to the Department of Public Safety.

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That there be and is hereby transferred to the account of "Repairs to Apparatus," from the account of "Fire Force Pay-Roll," of the funds heretofore appropriated to the Department of Public Safety, the sum of \$1,000.

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

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

By Mr. Fishback:

General Ordinance No. 53—1905: An ordinance amending Section 5 of an ordinance entitled "An ordinance regulating and licensing retail dealers in the City of Indianapolis, or outside the city, but within four miles of the corporate limits thereof; providing a penalty and fixing a time when the same shall take effect;" approved May 11, 1904.

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That Section 5 of an ordinance entitled, "An ordinance regulating and licensing retail dealers in the City of Indianapolis, or outside the city, but within four miles of the corporate limits thereof; providing a penalty and fixing a time when the same shall take effect;" approved May 11, 1904, be amended so as to read as follows:

Sec. 5. No license shall be granted under this ordinance for a shorter or longer period than one year and such license shall not be transferable; and every person holding such license and engaged in the retail of intoxicating liquors, as aforesaid, shall post or hang said license in the room where said business is conducted in plain and unobstructed view of persons therein and shall keep the same so posted or hung during the term of said license.

Sec. 2. This ordinance shall be in force from and after its passage and publication once each week for two consecutive weeks in the Indianapolis Sentinel a daily newspaper of general circulation printed and published in said city.

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

MISCELLANEOUS BUSINESS.

Mr. Shea moved that the President appoint a committee of five to confer with the Official Boards and City Officers relative to free baths in accordance with the communication from the City Controller. Carried.

The Chair then appointed the following: Messrs. Crall, Davis Hofmann, Shea and Wolsiffer.

Mr. Fishback presented the following resolution:

Resolution No. 4—1905:

Whereas, It was reported in a daily paper of this city within the past few days that a donkey used in a performance given at the English Opera House balked when they tried to lead him down to the alley entrance and they were compelled to use force to make him use said entrance; and

Whereas, There is an ordinance pending before this Council known

as General Ordinance No. 11, 1905, in the hands of the Committee on Public Property and Improvements that is intended to do away with all alley entrances to places of public amusement, compelling all entrances to front on a main street; therefore, be it

Resolved, That it is the sense of this Council that it is wrong to compel the men and women of refinement but of moderate means who patronize the gallery of English's Opera House, to use an alley entrance that even a donkey uses under protest; and be it further

Resolved, That the Committee on Public Property and Improvements be asked to bring in a favorable report on General Ordinance No. 11, 1905, at the next regular meeting of the Council so that the changes that common decency demand can be made before the opening of the fall theatrical season.

Which was read.

Mr. Fishback moved that the resolution be adopted.

The Clerk called the roll:

Ayes, 5, viz.: Messrs. Fishback, Shea, Storm, Uhl and Wahl.

Noes, 12, viz.: Messrs. Crall, Davis, Eppert, Gasper, Hofmann, Linus, Moriarity, Rhodes, Sullivan, Wolsiffer, Wright and President James H. Billingsley.

The Chair thereupon declared the motion lost.

ORDINANCES ON SECOND READING.

Mr. Uhl moved that Appropriation Ordinance No. 18, 1905, be taken from the Finance Committee and placed upon second reading, which motion was declared lost.

On motion of Mr. Crall the Common Council, at 8:14 o'clock, P. M., adjourned.

ATTEST:

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President.

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City Clerk.

