

REGULAR MEETING

November 21, 1932.

7:30 P. M

The Common Council of the City of Indianapolis met in the Council Chamber at City Hall, Monday, November 21, 1932, at 7:30 p. m., in regular session. President Ernest C. Ropkey in the chair.

The Clerk called the roll.

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

Absent: C. A. Hildebrand.

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

COMMUNICATIONS FROM THE MAYOR

November 12, 1932.

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

Gentlemen:

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

GENERAL ORDINANCE NO. 78, 1932

(AMENDED)

AN ORDINANCE amending Sub-section (b) of Section 30 of General Ordinance No. 96, 1928, as amended by General Ordinance No. 31, 1931, as amended by General Ordinance No. 68, 1931, as amended by General Ordinance No. 82, 1931, as amended by General Ordinance No. 110, 1931, as amended by General Ordinance No. 54, 1932, and as amended by General Ordinance No. 73, 1932; and also amending Section 44 of General Ordinance No. 96, 1928, as amended by General Ordinance No. 31, 1931, as amended by General Ordinance No. 81, 1931, as amended

by General Ordinance No. 21, 1932, and as amended by General Ordinance No. 35, 1932, and also amending Section 45 of General Ordinance No. 96, 1928, and fixing a time when the same shall take effect.

GENERAL ORDINANCE NO. 90, 1932

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

Respectfully,

R. H. SULLIVAN,
Mayor.

COMMUNICATIONS FROM CITY OFFICIALS

November 21, 1932.

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

Gentlemen:

Attached please find copy of a letter from Mayor Reginald H. Sullivan recommending the expenditure of the sum of Two Hundred and Sixteen (\$216.00) Dollars from the Mayor's Contingent Fund, being Item No. 26 in the City Controller's budget, for payment of supplies rendered by the K. L. M. Process Company as indicated in said letter.

I hereby approve the proposed expenditure from funds now on hand therefor, and attach herewith a proper resolution to be adopted by the Common Council authorizing the proposed expenditure, and I recommend the passage of this resolution under suspension of the rules, so that the money may be available for immediate payment.

Very truly yours,

WM. L. ELDER,
City Controller

November 21, 1932.

*Honorable William L. Elder,
City Controller,
Indianapolis, Indiana.*

Dear Sir:

During the year 1931 the City, acting through its Mayor and heads of some of its departments, decided to cooperate with the Indianapolis Chamber of Commerce and several other civic and philanthropic organizations of the city in compiling certain census tracts pertaining to the City of Indianapolis. These census tracts were designed to contain certain valuable information pertaining to the various phases of the city government and the public welfare of its citizens, including, among other things, information pertaining to health conditions in the various sections of the city. It was agreed at the time by responsible officials of the city and others interested in the preparation of the above mentioned tracts that the city would bear the expense of the supplies necessary for preparing the said tracts and the other cooperating agencies would bear the expense of gathering and compiling the information. The information was compiled and the tracts printed, and a sufficient number of them furnished to the city.

The cost of the necessary supplies for the publication of the above mentioned tracts was \$216.00, represented by two invoices from the K. L. M. Process Company of New York, one for \$25.00 covering paper and the other for \$191.00 covering paper, binders and stamping of books. Duly verified copies of invoices for these supplies have been presented to the City of Indianapolis and demand made for payment.

No specific provision was made for the payment of the obligation, and I have determined that a contingency has arisen requiring the expenditure of the sum of \$216.00 for the payment of said two invoices from the fund known as "Reserve for Contingencies" listed as "Other Contractual" under No. 26 in the budget of the Department of Finance for the year 1932. I am informed that all other bills have been paid by the Chamber of Commerce and other agencies.

I hereby request that you give your approval to such expenditure, provided sufficient funds are on hand therefor, and that you notify the Common Council in writing of your approval thereof.

Very truly yours,

R. H. SULLIVAN,
Mayor.

November 21, 1932.

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

Gentlemen:

Attached please find copies of General Ordinance No. 94, 1932, transferring certain sums from certain numbered funds and reappropriating the same to other designated funds as follows:

One Thousand (\$1,000.00) Dollars now in Fire Department Fund No. 26—Other Contractual—transferred to Fire Department Fund No. 41—Building.

Two Hundred Twenty-five (\$225.00) Dollars now in Fire Department Fund No. 72—Equipment—transferred to Fire Department Fund No. 26—Other Contractual.

I respectfully recommend the passage of this ordinance.

Yours very truly,

WM. L. ELDER,
City Controller.

November 12, 1932.

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

Dear Sir:

Please have an ordinance prepared transferring One Thousand (\$1,000.00) Dollars from Fire Department Fund No. 26 to Fire Department Fund No. 41. This to comply with our letter of October 25th.

Very truly yours,

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

November 18, 1932.

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

Dear Sir:

Please amend Section 3 of Ordinance No. 92 transferring \$600.00 from Fire Department Fund No. 72 to Fire Department Fund No. 26 by increasing the amount to \$825.00. This is made necessary by reason of an additional and unexpected claim in the installation of heating plant at Engine House No. 17.

Very truly yours,

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

November 16, 1932.

Mr. Henry Goett,
City Clerk.

Dear Sir:

I am handing you herewith copies of a proposed ordinance ratifying an agreement between the City of Indianapolis by its Board of Public Works and Transcontinental & Western Air, Inc., lease at the Municipal Airport, with the request that you present the same to the Common Council at the next meeting with the recommendation of the Board of Public Works that the same be passed.

Yours very truly,

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

November 19th, 1932.

Honorable Henry O. Goett,
City Clerk,
35 S. Alabama Street,
Indianapolis, Indiana.

Dear Mr. Goett:

I am enclosing herewith fifteen (15) copies of an ordinance to

be introduced at the next Council meeting, Monday evening, November 21st, 1932, by myself.

With kindest personal regards, I am,

Yours sincerely,

CHAS. C. MORGAN,

City Councilman.

At this time Mr. Hildebrand entered the Council Chamber and was counted present.

Mr. Wheatley asked for a recess. The motion was made and seconded by Mr. Morgan, and the Council recessed at 7:40 p. m.

The Council reconvened from its recess at 8:25 p. m., with the same members present as before.

COMMITTEE REPORTS

Indianapolis, Ind., November 21, 1932.

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

Gentlemen:

We, your Committee on Public Welfare, to whom was referred Special Ordinance No. 5, 1932, entitled Changing Street Name—Ashland from 23rd to 28th Street—Forest Manor from 26th to 28th Street, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed as amended.

C. I. WHEATLEY, Chairman.

J. A. HOUCK.

C. A. HILDEBRAND.

GEO. A. HENRY,

F. C. GARDNER,

Indianapolis, Ind., November 21, 1932.

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

Gentlemen:

We, your Committee on Public Safety, to whom was referred Gen-

eral Ordinance No. 93, 1932, entitled Regulation of fumigation and use of fumigants, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed as amended.

MAURICE E. TENNANT, Chairman.
F. C. GARDNER.
LEO F. WELCH.
CHAS. C. MORGAN.
C. I. WHEATLEY.

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES

By City Controller:

GENERAL ORDINANCE NO. 94, 1932

AN ORDINANCE transferring certain sums from certain numbered funds and reappropriating the same to other designated funds and fixing a time when the same shall take effect.

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

Section 1. That the sum of One Thousand Dollars (\$1,000.00) now in the Department of Public Safety, Fire Department Fund No. 26 Other Contractual, be and the same is hereby transferred therefrom and reappropriated to Department of Public Safety, Fire Department Fund No. 41 Building.

Section 2. That the sum of Two Hundred Twenty-five Dollars (\$225.00) now in Department of Public Safety, Fire Department Fund No. 72 Equipment, be and the same is hereby transferred therefrom and reappropriated to Department of Public Safety, Fire Department Fund No. 26 Other Contractual.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval by the Mayor and publication according to law.

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

By Board of Works:

GENERAL ORDINANCE NO. 95, 1932

AN ORDINANCE ratifying, confirming and approving a certain contract and agreement made and entered into by and between the City of Indianapolis by and through its Board of Public Works and its Mayor and Transcontinental and Western Air, Incorporated, a Delaware Corporation, having its principal office at 100 West 10th Street, Wilmington, Delaware, leasing to said corporation space in the administration building and the hangar, and the right to use the flying field and all roadways, alleyways, passageways for ingress and egress, and the right to use its own trucks, tractors and other vehicles for the purpose of moving and servicing airplanes, at the municipal airport of said city, for a period of ten (10) years, with further provisions, reservations and stipulations as set forth in said contract, and fixing a time when the same shall take effect.

WHEREAS, heretofore on the 16th day of November, 1932, the City of Indianapolis by and through its Board of Public Works and with the approval of the Mayor of said city and in full compliance of law duly entered into a certain contract and agreement in writing, which contract and agreement is attached hereto and made a part hereof and for the purpose of identification is marked "Exhibit A"; and

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

NOW, THEREFORE,

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

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

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

"EXHIBIT A"

THIS AGREEMENT, made and entered into this 16th day of November, 1932, by and between the CITY OF INDIANAPOLIS, by and through its Board of Public Works and the Superintendent of its Municipal Airport, with the approval of its Mayor (hereinafter

called the "Owner"), party of the first part, and TRANSCONTINENTAL & WESTERN AIR, INC., a Delaware corporation, with principal office at 100 West Tenth Street, City of Wilmington, County of New Castle and State of Delaware (hereinafter called the "Tenant"), party of the second part,

WITNESSETH

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

1. Space in the administration building of the Owner at its Municipal Airport. This space to be determined upon from time to time by the Operations and Traffic Departments of the Tenant, as found necessary by the Tenant to carry on its operations, except as hereinafter limited.
2. Space in the hangar of the Owner at its said Municipal Airport. This space to be determined upon from time to time by the Operations Department of the Tenant, as it may find necessary for their operations.
3. The non-exclusive right to use the flying field and its facilities at said Municipal Airport for any and all purposes incident to the transportation by air of passengers, mail, express or other cargo.
4. The non-exclusive use of all roadways, alleyways, passages, etc., necessary for ingress and egress between the public highways and to and from the flying field and all its facilities, and to and from the hangar and other quarters used or occupied by the Tenant.
5. The right of the Tenant to use at the Airport its own trucks, tractors, and other vehicles for the purpose of moving and servicing its own airplanes and incidental purposes, and to install, maintain and operate gasoline and/or oil storage tanks and servicing equipment.

All of said property so demised and leased and permitted shall be used and occupied by the Tenant, subject, however, to all rules and regulations governing said Municipal Airport now in force or which may hereafter be adopted by said CITY OF INDIANAPOLIS, includ-

ing the right of the owner to modify said space and change the location thereof, and the decision of said Owner shall be final and without appeal; such space presently used is shown on attached blue print.

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

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

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

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

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

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

- (a) One Dollar (\$1.00) per square foot per annum for the number of square feet to be used or occupied by the Tenant in the administration building of the Owner situated on said airport.
- (b) Thirty Cents (\$0.30) per square foot per annum for the number of square feet to be used or occupied by the Tenant in the hangar of the Owner situated on said airport.
- (c) Thirty Cents (\$0.30) per square foot per annum for the number of square feet to be used or occupied by the Tenant in the shop of the Owner situated on said airport. The number of square feet so occupied or used in the shop of the Owner situated on said airport to be limited to four hundred (400) square feet.
- (d) Five Dollars (\$5.00) per night for each tri-motored airplane stored by the Tenant in the Owner's hangar, but in no event to exceed Seventy-five Dollars (\$75.00) for any one airplane per month; single engine Three Dollars (\$3.00) per night, but in no event to exceed Fifty Dollars (\$50.00) maximum for any one such airplane per month.
- (e) As additional rental for the rights and privileges in the lease provided, the Tenant will pay to the Owner Two Cents (\$0.02) per gallon on the first 5,000 gallons of gasoline sold, used or delivered in each month by the Tenant to its own or its subsidiary companies' aircraft at said airport; One and one-half Cents (\$0.01½) per gallon on the next additional 5,000 gallons of gasoline or fraction thereof so sold, used, or delivered in each month; and One Cent (\$0.01) per gallon on the excess above 10,000 gallons of gasoline so sold, used or delivered in each month; such charge to be not less for any calendar month than a minimum of One Hundred Dollars (\$100.00).

Provided, that Owner may elect to charge, in lieu of the foregoing basis for the additional rental hereinabove provided, and the Tenant agrees to pay upon notice to it in writing of the exercise of such option by the Owner, as such additional rental hereunder the sum of One Hundred Dollars (\$100.00) per month minimum charge for months

during which the number of scheduled landings of Tenant's airplanes at said airport shall be six (6) or fewer scheduled landings. In the event that there are more than six (6) scheduled landings daily and fewer than twelve (12) scheduled landings daily, the price for the first five (5) additional landings shall be Fifteen Dollars (\$15.00) for each additional scheduled landing per month, and One Hundred and Seventy-five Dollars (\$175.00) per month for twelve (12) scheduled landings daily; provided, however, in the event there are more than twelve (12) scheduled landings daily, the price for each additional scheduled landing in excess of twelve (12) scheduled landings daily shall be Ten Dollars (\$10.00) for each scheduled landing, per month.

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

6. The Tenant shall have the right to erect boundary lights, obstruction lights and BBT lights or similar flood lights upon any portion of the airport, provided, however, that before doing so, the Tenant shall first submit to the Owner plans and specifications therefor and obtain the approval of the Board of Public Works thereon, and the work of erecting said equipment shall also be subject to the approval of said Board. Said equipment to be operated and maintained by the Tenant.

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

8. The Owner grants and gives to the Tenant the right and option to be exercised at any time during the term of this lease or any renewal thereof, to construct upon the said airport as hereinafter provided, such building or buildings and aviation facilities as the Tenant may require for the operation and development of its air transport business and in connection therewith and for the purpose

of constructing the same thereon, to have and to hold as part of the leased premises herein, a plot or parcel of land upon the said airport of dimensions 200 feet by 300 feet approximately, and at a location upon the said airport suitable and convenient for the Tenant's said operations and to be agreed upon by the parties hereto. That before any hangar or other building is erected upon the said plot or parcel of land, the plans and specifications therefor and the location thereof must first be approved by the Board of Public Works of the City of Indianapolis, and the work of erecting and constructing such hangar or other building shall at all times be subject to the approval of said Board.

And the parties hereto agree that upon the approval by the said Board of Public Works of the plans and specifications covering the construction and location of the first of any building or buildings proposed to be erected by the Tenant as herein provided, the term of this lease shall be construed thereby to have been extended for a period or term ending twenty (20) years from the date of this lease, with an option to renew the same for a further period or term of ten (10) years as provided in Paragraph 2 of this lease. But unless the Tenant shall have within the term and/or extension of this lease substantially completed upon the said plot or parcel of land, a hangar or other building pursuant to plans and specifications approved by the said Board of Public Works, then the Owner reserves the right to cancel and terminate the option above referred to as fully and to the same extent as if the same had not been provided herein.

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

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

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

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

13. In the event that the airport and/or landing field and/or facilities thereof are damaged or destroyed in whole or in part by fire, earthquake or other act of the elements or any causes not attributable to the Tenant, so as to prevent, interrupt or interfere with the conduct of the Tenant's business, the Owner agrees, to the best of its ability and the extent of its facilities to repair and restore the same at its expense, without delay. During the period of such repair or restoration work, a proportionate reduction shall be made in the amounts payable to the Owner by the Tenant for the use of said airport and its facilities, including the Owner's hangar and administration building, based upon the duration and extent of such interruption or interference with the conduct of the Tenant's business. If the Owner neglects or fails to proceed promptly with the repair or restoration work aforesaid, the Tenant may treat this lease as breached by the Owner, and upon sixty (60) days notice in writing to the Owner, cancel the same in whole or in part.

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

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

16. The execution and delivery hereof shall operate as a cancellation in all respects of the lease, dated August 31, 1931, between the parties hereto, so that the same shall be null and void and of no further force and effect.

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

IN WITNESS WHEREOF, the parties have set their hands this 16th day of November, 1932.

CITY OF INDIANAPOLIS.

By E. KIRK MCKINNEY,
LOUIS C. BRANDT,
C. O. BRITTON,

Its Board of Public Works.

APPROVED:

R. H. SULLIVAN,
Mayor.

CHAS. E. COX, JR.,
Superintendent of its
Municipal Airport.

TRANSCONTINENTAL & WESTERN AIR, INC.,
By RICHARD W. ROBBINS,
President.

ATTEST:

W. J. BARRY,
Secretary,

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

By Mr. Morgan:

GENERAL ORDINANCE NO. 96, 1932

AN ORDINANCE amending Section 4 of General Ordinance No. 28, 1931 (as amended), an ordinance entitled "AN ORDINANCE concerning taxicabs, providing for the regulation and licensing of the same, providing penalties for the violation thereof, repealing all ordinances in conflict therewith, and fixing a time when the same shall take effect."

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

Section 1. That section 4 of General Ordinance No. 28, 1931, (as amended), pertaining to taxicab license fees, which reads:

"Sec. 4. ISSUANCE OF LICENSES. Whenever such licensee shall file such application with the City Controller of the City of Indianapolis, the City Controller shall, thereupon, issue a license to such applicant, to operate such taxicab, or

taxicabs, on the streets of the City of Indianapolis, subject to the provisions of this ordinance and to all amendments thereto, upon the payment of a license fee of Thirty Dollars (\$30.00) a year for each taxicab to be operated under the terms and conditions of such license, and upon the filing of a liability contract of insurance providing for indemnification as hereinafter provided in Section.....hereof. All licenses issued on or after August 1st of each year hereafter the fee therefor shall be Fifteen Dollars (\$15.00). All licenses shall expire on December 31st of each year." Be amended to read: "Sec. 4. ISSUANCE OF LICENSES. Whenever such licensee shall file such application with the City Controller of the City of Indianapolis, the City Controller shall, thereupon, issue a license to such applicant, to operate such taxicab, or taxicabs, on the streets of the City of Indianapolis, subject to the provisions of this ordinance and to all amendments thereto, upon the payment of a license fee of one hundred dollars (\$100.00) a year for one and the first taxicab, and thirty dollars (\$30.00) a year for each taxicab thereafter, to be operated under the terms and conditions of such license, and upon the filing of a liability contract of insurance providing for indemnification as hereinafter provided in Sections Nos. 26, 27 and 28 hereof. All licenses issued on or after August 1st of each year hereafter, the fee therefor shall be one-half ($\frac{1}{2}$) of the aforesaid amounts. All licenses shall expire on December 31st of each year."

Section 2. This ordinance shall take effect from and after its passage and publication according to law.

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

By City Controller:

SPECIAL ORDINANCE NO. 6, 1932

AN ORDINANCE authorizing the sale, alienation and conveyance of real estate and interests therein by the City of Indianapolis and by the Board of Public Works thereof, and fixing a time when the same shall take effect, and repealing all ordinances in conflict herewith.

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

Section 1. The City of Indianapolis, by its Mayor and by its

Board of Public Works, is hereby authorized to sell, alienate, grant and convey by warranty deed for cash, at public or private sale, for not less than appraised value, which value is to be hereafter determined by appraisers appointed by the Judge of the Circuit Court of Marion County, Indiana, as required by law, the following described real estate in the City of Indianapolis, Marion County, Indiana, to-wit:

PARCEL "A"

Beginning at a point in the west line of Lot 241 of Kappes and Naltner's South Meridian Street Addition, said point being twenty-five (25) feet in a southerly direction from the northwest corner of said Lot 241 when measured along said west line; thence in a southerly direction with said west line one hundred nine and three-tenths (109.3) feet, more or less, to a point in a line parallel with and fifty (50) feet north of the center line, produced eastwardly, of the bridge of The Indianapolis Union Railway Company over White River; thence in a westerly direction eight hundred and five-tenths (800.5) feet, more or less, with said line parallel with and fifty (50) feet north of said center line of bridge produced eastwardly, to a point, the last mentioned point being one hundred thirty-four (134) feet from "Line A" when measured in an easterly direction at right angles thereto, said "Line A" being described in Declaratory Resolution 13258 adopted by the Board of Public Works of the City of Indianapolis, February 2nd, 1927, and recorded January 9th, 1930, in the Recorder's Office of Marion County, Indiana, in Town Lot Record 855 at Page 148; thence in a northerly direction, with a line parallel with and one hundred thirty-four (134) feet east of said "Line A," ninety-five and five-tenths (95.5) feet to a point; thence in an easterly direction eight hundred twenty-four and seven-tenths (824.7) feet, more or less, to the place of beginning, containing an area of one and ninety-hundredths (1.90) acres, more or less.

PARCEL "B"

Beginning at the point of intersection of the west line of Lot 241 Kappes and Naltner's South Meridian Street Addition and a line parallel with and fifty (50) feet south of the center line, produced eastwardly, of the bridge of the Indianapolis Union Railway Company over White River; thence in a southerly direction with said west line forty-five (45) feet, more or less, to a point in the original north right-of-way line of the railroad of The Belt Railroad and Stock Yards Company

(The Indianapolis Union Railway Company, Lessee), as described in Deed from N. McCarty to the Union Railroad, Transfer and Stock Yard Company recorded in the Recorder's Office of Marion County, Indiana, in Deed Land Record Number 3 on Page 188; thence in a westerly direction with said original north right-of-way line three hundred seventy-two and five-tenths (372.5) feet to a point; thence continuing in a westerly direction four hundred one and nine-tenths (401.9) feet, more or less, to a point, the last mentioned point being one hundred thirty-four (134) feet from "Line A" when measured in an easterly direction at right angles thereto, said "Line A" being described in Declaratory Resolution 13258 adopted by the Board of Public Works of the City of Indianapolis February 2nd, 1927, and recorded January 9th, 1930, in the Recorder's Office of Marion County, Indiana, in Town Lot Record 855 at Page 148, said last named point also being one hundred seventy (170) feet south of the said center line of the bridge over White River when measured along a line parallel with and distant one hundred thirty-four (134) feet east of said "Line A"; thence in a northerly direction with a line parallel to and located one hundred thirty-four (134) feet east of said "Line A" one hundred nineteen and eight-tenths (119.8) feet, more or less, to a point in the said line parallel with and fifty (50) feet south of said center line of bridge; thence in an easterly direction with the said line parallel with and fifty (50) feet south of said center line of bridge seven hundred eighty-one and nine-tenths (781.9) feet, more or less, to the place of beginning, containing an area of one and seventy-four hundredths (1.74) acres, more or less.

PARCEL "C"

Beginning at the point of intersection of the west line of Lot 241 of Kappes and Naltner's South Meridian Street Addition and a line parallel with and fifty (50) feet north of the center line, produced eastwardly, of the bridge of The Indianapolis Union Railway Company over White River; thence in a southerly direction with the said west line one hundred and six-tenths (100.6) feet, more or less, to a point in a line parallel with and fifty (50) feet south of the said center line of bridge produced eastwardly; thence in a westerly direction seven hundred eighty-one and nine-tenths (781.9) feet, more or less, with the said line parallel with and fifty (50) feet south of said center line of bridge, produced eastwardly, to a point, the last mentioned point being one hundred thirty-four (134) feet

from "Line A" when measured in an easterly direction at right angles thereto, said "Line A" being described in Declaratory Resolution 13258 adopted by the Board of Public Works of the City of Indianapolis, February 2nd, 1927, and recorded January 9th, 1930, in the Recorder's Office of Marion County, Indiana, in Town Lot Record 855 at Page 148; thence in a northerly direction with a line parallel with and one hundred thirty-four (134) feet east of said "Line A" one hundred and four-tenths (100.4) feet to a point in a line parallel with and fifty (50) feet north of said center line of bridge produced eastwardly; thence in an easterly direction eight hundred and five-tenths (800.5) feet, more or less, with said line parallel with and fifty (50) feet north of said center line of bridge produced eastwardly to the place of beginning, containing an area of one and eighty-two hundredths (1.82) acres, more or less.

Section 2. The City of Indianapolis, by its Mayor and by its Board of Public Works, is hereby authorized to sell alienate, grant and convey by warranty deed for cash, at public or private sale, for not less than the appraised value, which value is to be hereafter determined by appraisers appointed by the judge of the Circuit Court of Marion County, Indiana, as required by law, a perpetual easement to Best Railroad & Stock Yards Company, for it and/or its lessee, lessees, successors and assigns, to maintain and operate a railroad and a bridge, together with such other structures and bridges, and for such other purposes, as may be necessary or advisable for the operation of the railroad business, over, upon and across the following described real estate in the City of Indianapolis, Marion County, Indiana, to-wit:

PARCEL "D"

Beginning at the point of intersection of the east shoulder line of the proposed East Drive of the White River Flood Protection Project, said point being one hundred thirty-four (134) feet from "LINE A" measured at right angles thereto, said "LINE A" being described in Declaratory Resolution No. 13258 adopted by the Board of Public Works of the City of Indianapolis, February 2nd, 1927, and recorded January 9, 1930, in the Recorder's Office of Marion County, Indiana, in Town Lot Deed Record No. 855, at Page 148, and a line parallel with and Fifty (50) feet south of the center line of the bridge of The Indianapolis Union Railway Company as now constructed;

thence in a Northerly direction one hundred and four-tenths (100.4) feet with the said east shoulder line to a point in a line parallel with and fifty (50) feet north of said center line of bridge; thence in a Northwesterly direction nine hundred thirteen (913) feet, more or less, with said line parallel with and fifty (50) feet north of said center line of bridge to a point; thence in a northerly direction thirty-three (33) feet with a line at right angles to the last described line to a point in a line parallel with and eighty-three (83) feet north of said center line of bridge; thence in a northwesterly direction thirty-six (36) feet, more or less, with said line parallel with and eighty-three (83) feet north of said center line of bridge to a point in the northeast right-of-way line of the Railroad of the Indianapolis Union Railway Company, said Right-of-way line being the Northeast line of Parcel "B" conveyed to the Indianapolis Union Railway Company by the American Aggregates Corporation by Deed recorded in the Recorder's Office of Marion County, Indiana, in Land Deed Record Number 86 at Page 37; thence in a southerly direction one hundred fifty-one (151) feet, more or less, with said Northeast Right-of-way line to a point in the North Right-of-way line of the Railroad of The Belt Railroad and Stock Yards Company (The Indianapolis Union Railway Company, Lessee), as described in Deed from N. McCarty to the Union Railroad, Transfer and Stock Yard Company recorded in the Recorder's Office of Marion County, Indiana, in Deed Land Record Number 3 on Page 188; thence in a Northwesterly direction two and five-tenths (2.5) feet, more or less, with said North Right-of-way line to a point in the West condemnation line of the said White River Flood Protection Project; thence in a Southerly direction sixteen and five-tenths (16.5) feet, more or less, with the said west condemnation line to a point in a line parallel with and eighty-three (83) feet south of the said center line of bridge; thence in a southeasterly direction twenty-three (23) feet, more or less, with the said line parallel with and eighty-three (83) feet south of said center line of bridge to a point; thence in a northerly direction thirty-three (33) feet with a line at right angles to the last described line to a point in a line parallel with and fifty (50) feet south of said center line of bridge; thence in a southeasterly direction nine hundred twenty-one (921) feet, more or less, with the said line parallel with and fifty (50) feet south of said center line of bridge to the place of beginning, containing an area of two and twenty-two hundredths (2.22) acres, more or less.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

INTRODUCTION OF RESOLUTION

By City Controller:

RESOLUTION NO. 2, 1932

WHEREAS, the Mayor and other responsible officials of the City of Indianapolis, during the year 1931, decided in the interest of the public welfare to cooperate with the Indianapolis Chamber of Commerce and several other civic and philanthropic organizations of the City of Indianapolis in the compilation of census tracts in connection with the preparation of the City Directory for the year 1932, said tracts to contain certain valuable information relative to the various phases of the city government and the welfare of its citizens; and

WHEREAS, it was agreed by the City and the cooperating organizations that the City would pay for the necessary supplies to be used in connection with the compilation of said census tracts, while the cooperating organizations would pay for the costs of collecting and assembling the information to be published in said tracts; and

WHEREAS, the cost of the necessary supplies used in connection with the publication of said tracts amounts to \$216.00 represented by two invoices in that aggregate amount from the K. L. M. Process Company of New York, New York; and

WHEREAS, there is no specific fund provided in the 1932 city budget for the payment of said bill; and

WHEREAS, duly verified invoices for said supplies in the aforesaid amount have been presented to the city and the payment thereof demanded; and

WHEREAS, the said invoices represent a valid, subsisting and legal obligation of the City of Indianapolis; and

WHEREAS, the Mayor of said city has determined that the facts aforesaid present a contingency requiring the expenditure of \$216.00 out of the fund known as "Reserve for Contingencies" listed as Fund No. 26 in the budget of the Department of Finance for the payment of the aforesaid invoices; and

WHEREAS, the City Controller has approved said expenditure from said fund and notified the City Council in writing, giving all pertinent facts pertaining to the contingency and the manner in which it is possible to meet the same; and

WHEREAS, the Common Council now determines that said contingency exists and that the sum of \$216.00 requested as aforesaid should be provided from Fund No. 26 of the budget of the Department of Finance, the same being available for the purpose,

NOW, THEREFORE,

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

Section 1. That the Common Council hereby approves and authorizes the expenditure, during the fiscal year ending December 31, 1932, of the aggregate sum of \$216.00 out of the aforesaid fund No. 26 of the Department of Finance for the purposes specified in the preamble hereof.

Section 2. That this Resolution shall become effective from and after its passage and approval by the Mayor.

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

ORDINANCES ON SECOND READING

Mr. Tennant called for General Ordinance No. 93, 1932, for second reading. It was read a second time.

Mr. Tennant presented the following written motion to amend General Ordinance No. 93, 1932:

Indianapolis, Ind., November 21, 1932.

Mr. President:

I move that General Ordinance No. 93, 1932, be amended by striking out the words "surety company" in line 8 of Section three (3) of

said ordinance and inserting in lieu thereof the word "corporation" and that said ordinance be further amended by adding to Section three (3) thereof the following sentence: "Said bond is to be payable to the City of Indianapolis, and made for the use and benefit of the owner or any party in interest in the property where said licensee performs any service under the provisions of this ordinance, against loss or damage which may arise by reason of work being done in violation of any law of the State of Indiana or ordinance of the City of Indianapolis controlling such work, and for the further use and benefit of any person who shall receive personal injury and of the administrator, executor, legatees and heir-at-law of any person whose death may result, by reason of work being done in violation of any law of the State of Indiana or ordinance of the City of Indianapolis controlling such work."

MAURICE E. TENNANT,
Councilman.

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

Ayes, 9, viz: Mr. Gardner, Mr. Henry, Mr. Hildebrand, Mr. Houck, Mr. Morgan, Mr. Tennant, Mr. Welch, Mr. Wheatley, President Ropkey.

On motion of Mr. Tennant, seconded by Mr. Morgan, General Ordinance No. 93, 1932, as amended, was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 93, 1932, as amended, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 9, viz: Mr. Gardner, Mr. Henry, Mr. Hildebrand, Mr. Houck, Mr. Morgan, Mr. Tennant, Mr. Welch, Mr. Wheatley, President Ropkey.

Mr. Wheatley called for Special Ordinance No. 5, 1932, for second reading. It was read a second time.

Mr. Wheatley presented the following written motion to amend Special Ordinance No. 5, 1932:

Indianapolis, Ind., November 21, 1932.

Mr. President:

I move that Special Ordinance No. 5, 1932, be amended by strik-

ing out the words "23rd" in line 2 of Section 1 of said ordinance and by inserting in lieu thereof the words "Massachusetts Avenue"; and by striking out Section 2 in its entirety, and by re-numbering Section 3 as Section 2.

C. I. WHEATLEY,
Councilman.

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

Ayes, 9, viz: Mr. Gardner, Mr. Henry, Mr. Hildebrand, Mr. Houck, Mr. Morgan, Mr. Tennant, Mr. Welch, Mr. Wheatley, President Ropkey.

On motion of Mr. Wheatley, seconded by Mr. Morgan, Special Ordinance No. 5, 1932, as amended, was ordered engrossed, read a third time and placed upon its passage.

Special Ordinance No. 5, 1932, as amended, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 9, viz: Mr. Gardner, Mr. Henry, Mr. Hildebrand, Mr. Houck, Mr. Morgan, Mr. Tennant, Mr. Welch, Mr. Wheatley, President Ropkey.

Mr. Houck asked for suspension of rules for further consideration and passage of Resolution No. 2, 1932. The motion was seconded by Mr. Morgan and passed by the following roll call vote:

Ayes, 9, viz: Mr. Gardner, Mr. Henry, Mr. Hildebrand, Mr. Houck, Mr. Morgan, Mr. Tennant, Mr. Welch, Mr. Wheatley, President Ropkey.

The rules were suspended and the Council reverted to a previous order of business.

COMMITTEE REPORT

Indianapolis, Ind., November 21, 1932.

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

Gentlemen:

We, your Committee on Finance, to whom was referred Resolution

No. 2, 1932, entitled \$216.00 from Mayor's Contingent Fund to K. L. M. Process Company, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed under suspension of the rules.

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

ORDINANCES ON SECOND READING

Mr. Houck called for Resolution No. 2, 1932, for second reading. It was read a second time.

On motion of Mr. Houck, seconded by Mr. Wheatley, Resolution No. 2, 1932, was ordered engrossed, read a third time and placed upon its passage.

Resolution No. 2, 1932, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 9, viz: Mr. Gardner, Mr. Henry, Mr. Hildebrand, Mr. Houck, Mr. Morgan, Mr. Tennant, Mr. Welch, Mr. Wheatley, President Ropkey.

MISCELLANEOUS BUSINESS

Mr. Houck announced that the Committee on Finance was not ready to report on General Ordinances Nos. 91 and 92, 1932, and asked for further time for consideration of said ordinances, which was granted.

Mr. Tennant announced that the Committee on Public Safety was not ready to report on General Ordinance No. 84, 1932, and asked for further time for consideration of said ordinance, which was granted.

On motion of Mr. Wheatley, seconded by Mr. Henry, the Common Council adjourned at 8:45 p. m.

We hereby certify that the above and foregoing is a full, true and complete record of the proceedings of the Common Council of the

City of Indianapolis, held on the 21st day of November, 1932, at
7:30 p. m.

IN WITNESS WHEREOF, We have hereunto subscribed our signatures
and caused the seal of the City of Indianapolis to be affixed.

Ernest C Ropkey

President.

Attest:

Henry O Goett

City Clerk.

(SEAL)