

REGULAR MEETING.

COUNCIL CHAMBER, CITY OF INDIANAPOLIS, IND.

Monday, April 7, 1919.

The Common Council of the City of Indianapolis met in the Council Chamber, Monday evening, April 7, 1919, at 7:30 o'clock, in regular session, President Wm. B. Peake in the chair.

Present: The Hon. Wm. B. Peake, President of the Common Council, and eight (8) members, viz.: Messrs. Brown, Carnefix, Furniss, Kirsch, Miller, Pettijohn, Schmidt and Willson.

Mr. Miller moved that the reading of the journal be dispensed with. Carried.

COMMUNICATIONS FROM THE MAYOR.

March 25, 1919.

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

Gentlemen: I have signed and delivered to George O. Hutsell, City Clerk, the following ordinances: General Ordinance No. 10, Appropriation Ordinance No. 10, Appropriation Ordinance No. 11 and Appropriation Ordinance No. 12.

Yours very truly,

CHARLES W. JEWETT.

REPORTS FROM CITY OFFICERS.

From City Controller:

April 7, 1919.

To the Honorable President and Members of the Common Council.

Gentlemen: I hand you herewith a communication from the Board of Public Works, requesting passage of an ordinance appropriating the sum of Sixteen Hundred (\$1600.00) Dollars to pay the expenses incurred by the City in the employment of various local counsels in the Morgan Circuit Court, the Johnson Circuit Court, the Shelby Circuit Court and the Putnam Circuit Court, of Indiana, in twenty-nine cases filed against the City of Indianapolis.

I submit you also ordinance calling for above appropriation and recommend its passage.

Very truly yours,

ROBT. H. BRYSON,
City Controller.

April 7, 1919.

Mr. Robert H. Bryson, City Controller, City.

Dear Sir: I am submitting herewith for your approval and transmission to the Common Council an ordinance appropriating the sum of \$1600.00 to pay the expenses incurred by the City in the employment of various local counsels in the Morgan Circuit Court, the Johnson Circuit Court, the Shelby Circuit Court, and the Putnam Circuit Court of Indiana, in the twenty-nine cases filed against the City of Indianapolis and others and fixing a time when the same shall take effect.

Yours truly,

W. F. CLEARY,
Clerk, Board of Public Works.

April 5, 1919.

To the Honorable President and Members of the Common Council.

Gentlemen: I hand you herewith an ordinance, for the appropriation of \$225.00 to the Department of Finance for Memorial Day expenses, and recommend its passage.

Yours very truly,

ROBT. H. BRYSON,
City Controller.

April 7, 1919.

To the Honorable President and Members of the Common Council.

Gentlemen: I hand you herewith a communication from the Department of Public Purchase requesting the appropriation of certain money and also the transfer of certain sums from the Department of Finance to the Department of Public Purchase.

I submit you also an ordinance herewith calling for above and recommend its passage.

Yours very truly,

ROBT. H. BRYSON,
City Controller.

April 7, 1919.

Mr. Robt. H. Bryson, City Controller, City.

Dear Sir: I enclose herewith an ordinance transferring certain funds from the Department of Finance to the Department of Public Purchase and making additional appropriations. The funds transferred were for

the purpose of taking care of the expense of the City Purchasing Agency and additional appropriation is to cover the requirements of the law just passed by the Legislature. Will you please transmit this to the City Council with your approval?

Yours very truly,
DEPARTMENT OF PUBLIC PURCHASE.
D. S. Ritter, City Purchasing Agent.

From Board of Public Works :

April 3, 1919.

Mr. Wm. B. Peake, President, Common Council, City.

Dear Sir: I am submitting herewith petition of John R. C. Boyer for permission to lay a switch across Winter Avenue in a line about ninety feet north of Bloyd Avenue, which the Board of Public Works has approved, requesting such action as your body may deem advisable.

Yours truly,
W. F. CLEARY,
Clerk, Board of Public Works.

April 7, 1919.

Mr. George O. Hutsell, City Clerk, City.

Dear Sir: I am submitting herewith for transmission to the Common Council an ordinance approving contract for the rental of mules for the year 1919.

Yours truly,
W. F. CLEARY,
Clerk, Board of Public Works.

April 7, 1919.

Mr. George O. Hutsell, City Clerk, City.

Dear Sir: I am referring to you for transmission to the Common Council an ordinance ratifying contract between the Board of Works and Indiana Parrett Tractor Company for the purchase of Tractors for the sum of \$5,469.00.

Yours truly,
W. F. CLEARY,
Clerk, Board of Public Works.

April 7, 1919.

Mr. George O. Hutsell, City Clerk, City.

Dear Sir: I am referring to you for transmission to the Common Council an ordinance ratifying contract between the Board of Works and the Service Truck Sales Company for the purchase of Street Flush-

ers and a transfer of the amount of the contract (\$14,150.00) from the Street Cleaning Department Salaries to the Street Cleaning Department Maintenance fund.

Yours truly,

W. F. CLEARY,
Clerk, Board of Public Works.

April 7, 1919.

Mr. George O. Hutsell, City Clerk, City.

Dear Sir: I am referring to you for transmission to the Common Council an ordinance ratifying contract between the Board of Works and L. H. Colvin for the purchase of Pressure Oilers and a transfer of the amount of the contract (\$14,530.00) from the Street Sprinkling fund to of the Street Commissioner's Department.

Yours truly,

W. F. CLEARY,
Clerk, Board of Public Works.

April 7, 1919.

Mr. George O. Hutsell, City Clerk, City.

Dear Sir: I am referring to you for transmission to the Common Council an ordinance ratifying contract between the Board of Works and Fisher Auto Company for the purchase of two Gravel Trucks for the sum of \$11,904.70.

Yours truly,

W. F. CLEARY,
Clerk, Board of Public Works.

April 7, 1919.

Mr. George O. Hutsell, City Clerk, City.

Dear Sir: I am submitting herewith an ordinance appropriating the sum of \$42.13 to the Department of Public Works so that it may reimburse Mr. D. S. Ritter and Mr. L. W. Carnefix for the actual expenses which they incurred in inspection of street oilers and flushers.

When this ordinance was presented to the Controller he declined to recommend the same because the State Board of Accounts would not pass the paid check. Mr. Ritter states that he consulted Mr. Whittaker, the local examiner of that Board, before he incurred the expense and at one P. M. on April 7th consulted Mr. Hendren, the chief of that Board, and was authorized to proceed in the regular manner.

Yours truly,

W. F. CLEARY,
Clerk, Board of Public Works.

REPORTS FROM STANDING COMMITTEES.

From the Committee on Finance:

Indianapolis, Ind., April 7, 1919.

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 General Ordinance No. 11, 1919, entitled An ordinance fixing the salary of the Court Matron of the City Court of Indianapolis, appropriating the sum of Five Hundred Fifty-two Dollars to the salary fund of the City Court under the Department of Finance, and declaring a time when the same shall take effect, beg leave to report that we have had said ordinance under consideration, and recommend that the same be amended as follows: By striking out of the title in lines 2 and 3 thereof the following words, "Five Hundred Fifty-two Dollars," and inserting in lieu thereof the following, "Two Hundred Dollars;" by striking out in lines 2 and 3 of Section 1 the following words: "One Hundred Twenty-one Dollars," and inserting in lieu thereof the following, "Ninety-one Dollars and Sixty-six Cents;" by striking out in line 3 of Section 2 the following words: "Five Hundred and Fifty-two Dollars," and inserting in lieu thereof the following, "Two Hundred Dollars," and that as so amended the same be passed.

LOUIS W. CARNEFIX
S. A. FURNISS
G. G. SCHMIDT
O. B. PETTIJOHN
RUSSELL WILLSON.

Mr. Carnefix moved that the report of the committee be concurred in. Carried.

From the Committee on Finance:

Indianapolis, Ind., April 7, 1919.

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 General Ordinance No. 12, 1919, entitled An ordinance fixing the salary of laborers in the Street Cleaning Department and the Street Commissioner's Department and of Harness Makers in the Street Cleaning Department and fixing a time when same shall take effect, beg leave to

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

LOUIS W. CARNEFIX
S. A. FURNISS
G. G. SCHMIDT
O. B. PETTIJOHN
RUSSELL WILLSON.

Mr. Carnefix moved that the report of the committee be concurred in. Carried.

From the Committee on Finance:

Indianapolis, Ind., April 7, 1919.

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 General Ordinance No. 13, 1919, entitled An ordinance authorizing the employment of two women matrons and two men attendants at the Comfort Station at the corner of Washington Street and Kentucky Ave. in the City of Indianapolis, appropriating a certain sum of money for salaries and maintenance of the same and declaring a time when the same shall take effect, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

LOUIS W. CARNEFIX
S. A. FURNISS
G. G. SCHMIDT
O. B. PETTIJOHN
RUSSELL WILLSON.

Mr. Carnefix moved that the report of the committee be concurred in. Carried.

INTRODUCTION OF APPROPRIATION ORDINANCES.

By City Controller:

Appropriation Ordinance No. 13, 1919.

An Ordinance, appropriating to the Department of Law the sum of Sixteen Hundred Dollars (\$1600.00) to pay the expenses incurred by the city in the employment of various local counsels in the Morgan Circuit Court, the Johnson Circuit Court, the Shelby Circuit Court, and the Putnam Circuit Court of Indiana, in the twenty-nine cases filed against the city of Indianapolis and others and fixing a time when same shall take effect.

Section 1. *Be it ordained by the Common Council of the City of Indianapolis, Indiana,* That the sum of Sixteen Hundred Dollars (\$1600.00) is hereby appropriated to the Department of Law for the purpose of paying the expenses incurred by the city in the employment of various local counsels in the Morgan Circuit Court, in the Johnson Circuit Court, the Shelby Circuit Court and the Putnam Circuit Court in twenty-nine cases that were filed against the City and others for damages, which cases were filed and pending prior to January 1, 1919.

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

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

By City Controller:

Appropriation Ordinance No. 14, 1919.

An Ordinance appropriating \$225.00 to the Department of Finance for Memorial Day expenses and fixing a time when the same shall take effect.

Section 1. *Be it Ordained by the Common Council of the City of Indianapolis, Indiana,* That there be and hereby is appropriated to the Department of Finance the sum of Two Hundred Twenty-five (\$225.00) Dollars for Memorial Day expenses. Said sum to be expended by said department on vouchers or orders from the committee of the General Memorial Association of Indianapolis or the chairman thereof.

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

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

By City Controller:

Appropriation Ordinance No. 15, 1919.

An Ordinance, appropriating the sum of Two Thousand Eight Hundred Ninety-three Dollars and Sixty-three Cents (\$2,893.63) to the Department of Public Purchase for salaries of said department, and transferring to said fund the further sum of Seven Thousand Two Hundred Fifty-four Dollars and Eighty-nine cents (\$7,254.89) from the fund appropriated to the Department of Finance for salaries of Purchasing Agency in General Ordinance No. 27, 1918, and transferring Four Hundred Dollars (\$400.00) from the fund appropriated to the Department of Finance for "blank books, printing and incidentals," and also trans-

ferring Four Hundred Dollars (\$400.00) from the fund appropriated to the Department of Finance for "Miscellaneous Expense of City Officials" to the Department of Public Purchase.

Section 1. *Be it Ordained by the Common Council of the City of Indianapolis, Indiana,* That there be and is hereby appropriated out of the funds of the City of Indianapolis, not otherwise appropriated, the sum of Two Thousand Eight Hundred Ninety-three Dollars and Sixty-three Cents (\$2,893.63), for the purpose of paying the salaries of the Department of Public Purchase for the year 1919, under An Act entitled, "An Act Creating an Executive Department of Public Purchase in every city of the first class defining its duties and powers, and declaring an emergency"; approved on the_____day of March, 1919; said fund to be known as "Salary Fund for Department of Public Purchase." The further sum of Seven Thousand Two Hundred Fifty-four Dollars and Eighty-nine Cents (\$7,254.89), is hereby transferred to said "Salary Fund for Department of Public Purchase", from the fund appropriated to the Department of Finance for Salaries Purchasing Agency, by Appropriation Ordinance No. 27, 1918, and the same is hereby reappropriated to and for the use of the Department of Public Purchase in its said fund.

Sec. 2. That the sum of Four Hundred Dollars (\$400.00) is hereby transferred from the "blank book, printing and incidental fund" appropriated to the Department of Finance, to the Department of Public Purchase, and the same is hereby reappropriated to the Department of Public Purchase for "Miscellaneous Expense, Printing, Stationery and Supplies."

Sec. 3. That the sum of Four Hundred Dollars (\$400.00) is hereby transferred from the "Miscellaneous Expense of City Officials" fund appropriated to the Department of Finance, to the Department of Public Purchase, and the same is hereby reappropriated to the Department of Public Purchase for "Miscellaneous Expense, Printing, Stationery and Supplies."

Sec. 4. This ordinance shall take effect and be in full force from and after its passage.

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

By Board of Public Works:

Appropriation Ordinance No. 16, 1919.

An Ordinance, appropriating the sum of Forty-two Dollars and Thirteen Cents (\$42.13) to the Department of Public Works, and fixing a time when the same shall take effect.

Section 1. *Be it Ordained by the Common Council of the City of Indianapolis*, That the sum of Forty-two Dollars and Thirteen Cents (\$42.13), be and the same is hereby appropriated to and for the use of the Department of Public Works to defray the expenses incurred by Dwight S. Ritter, to pay the expenses of Louis W. Carnefix, member of the Common Council, and Dwight S. Ritter, Purchasing Agent, in a trip at the request of said Board of Public Works, to Chicago, Illinois, and South Bend, Indiana, on March 25, 26, 1919, for the purpose of inspecting street oilers and flushers for said Board of Public Works.

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

Mr. Miller moved that the rules be suspended and Appropriation Ordinance No. 16, 1918, be placed upon its passage.

The roll was called and the motion to suspend the rules failed to carry by the following vote:

Ayes, 4, viz.: Messrs. Miller, Pettijohn, Schmidt and President Wm. B. Peake.

Noes, 5, viz.: Messrs. Brown, Carnefix, Furniss, Kirsch and Willson.

President Peake referred Appropriation Ordinance No. 16, 1919, to the Committee on Finance.

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

By Board of Public Works:

SWITCH CONTRACT

General Ordinance No. 14, 1919.

An Ordinance approving a certain contract granting John R. C. Boyer the right to lay and maintain a sidetrack or switch according to blue print attached, in the City of Indianapolis, Indiana.

Whereas, Heretofore, to-wit: on the 2d day of April, 1919, John R. C. Boyer filed his petition before the Board of Public Works of the City of Indianapolis, as follows:

PETITION

To Board of Public Works, City of Indianapolis.

Gentlemen: The undersigned owner of Lots 1, 2 and 3 in Parker and Hanway's Subdivision of A. E. and I. Fletcher's Addition to the City of

Indianapolis, Marion County, Indiana, would respectfully show that he is also the owner of Lot 22 in said Subdivision; that he has leased said Lot 22 to the Boyer Oil Manufacturing Company, which operates a plant for the extraction of vegetable oils; in connection therewith has leased the land to the North of Lot 22 owned by the Indianapolis Union Railway Company and the side-track thereon; that he now proposes to erect a refinery building on said Lots 1, 2 and 3 and to lease a portion of Lot 64 to the North of said Lots 1, 2 and 3, all provided that he can secure extension of the said track on Lot 23 West of the West end of said side-track as now constructed, across Winter Avenue and then West on Lot 64 a distance of 121 feet, more or less, which proposed extension is necessary in connection with the proposed refinery building on said Lots 1, 2 and 3. The center of the proposed single side-track across Winter Avenue would be 85.4 feet North to the Southwest corner of said Lot 22, thence due West across Winter Avenue 50 feet, so that the center of said side-track across the East line of Lot 64 would be 94 feet North of the Southeast corner of said Lot 1. A blue-print of the proposed extension across Winter Avenue in red ink is attached hereto and made a part hereof.

Your petitioner respectfully requests permission to lay and maintain said extension.

JOHN R. C. BOYER.

Now, Therefore, This agreement made and entered into this 2d day of April, 1919, by and between John R. C. Boyer, of the City of Cranford, State of New Jersey, party of the first part, and the City of Indianapolis, by and through its Board of Public Works, party of the second part.

Witnesseth: That the party of the first part, being desirous of securing a right of way for a sidetrack or switch from the west property line of Lot 23 in Parker and Hanway's Subdivision of A. E. and I. Fletcher's Oak Hill Suburb to the City of Indianapolis, Indiana, thence west across Winter Avenue in a line about 90 feet north of Bloyd Avenue to the east property line of Lot 64 in said Addition, in the City of Indianapolis, which is more specifically described as follows: Said proposed side-track shall consist of a single track of standard guage to be laid due east and west across Winter Avenue. A point in the center of said track at the east line of Winter Avenue shall be eighty-five and four-tenths (85.4) feet north of the southwest corner of Lot 22 in said Subdivision and a point in the center of said track at the west line of Winter Avenue shall be ninety-four (94) feet north of the Southeast corner of Lot 1. A blue-print of said proposed side-track shown in red ink is attached hereto; hereby covenants and fully binds himself, his successors, legal representatives and assigns, that, in consideration of

the grant of the privileges and authority herein given, he will lay, construct and maintain said track upon the terms and conditions hereinafter set forth, to-wit:

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

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

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

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

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

(6) The said party of the first part herein binds himself to hold said party of the second part and said city harmless from any and all claims for damages growing out of the existence, maintenance or use of said track, and to pay any judgment, with costs, that may on that account

be rendered against the said party or said city, and also to pay all necessary expenses that may be incurred by said city in defending against any such claims.

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

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

In Witness Whereof, We have hereunto set our hands this 2d day of April, 1919.

JOHN R. C. BOYER,

Party of the First Part.

Witness: George L. Denny.

CITY OF INDIANAPOLIS,

By Schuyler A. Haas, President; Geo. Lemaux, Thomas A. Riley,
Board of Public Works, Party of the Second Part.

April 2, 1919.

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

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

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

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

By Board of Public Works:

General Ordinance No. 15, 1919.

An Ordinance, ratifying, confirming and approving the contract entered into on the 31st day of March, 1919, between the City of Indian-

apolis, by and through its Board of Public Works and Winings and Carriger, a partnership composed of Greeley Winings and T. M. Carriger, of Indianapolis, Indiana, for renting of certain mules for city use, 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. *Whereas*, heretofore, to-wit, on the 31st day of March, 1919, the City of Indianapolis, by and through its Board of Public Works, entered into a certain contract with Winings and Carriger, a partnership composed of Greeley Winings and T. M. Carriger, which contract is in words and figures as follows, to-wit:

CONTRACT

This Agreement, Made and entered into this 31st day of March, 1919, by and between the City of Indianapolis, Marion County, State of Indiana, by and through its Board of Public Works, party of the first part, hereinafter designated as "City", and Winings and Carriger, a partnership composed of Greeley Winings and T. M. Carriger, of Indianapolis, Indiana, party of the second part, hereinafter designated as "contractor", witnesseth,

That Whereas, Said Board of Public Works did on the _____ day of _____, 1919, adopt Resolution No. 234, containing complete drawings and specifications for contract for the renting of mules for the city's use, for the year 1919, and caused a notice to be published for two weeks, once each week in The Indianapolis Commercial, a newspaper of general circulation, published in such city, informing the public and contractors of the general nature of the contract to be let, and the fact that drawings and specifications were on file in the office of said Board and calling for sealed proposals, until ten o'clock A. M. on the 21st day of March, 1919, said day being not earlier than ten days after said publications, and

Whereas, Among various sealed proposals received was a proposal from said contractor in due form to rent mules to said city as required by said resolution and specifications, for the sum of One Dollar and Twenty-five Cents (\$1.25) per day for each mule, which the board found was a satisfactory bid, and the lowest and best bid received, and therefore awarded said contract to the party of the second part, the contractor herein.

Now Therefore, It is hereby agreed by and between the parties hereto that:

First: The parties hereto hereby agree to all of the terms, stipulations and specifications contained in said notice and specifications, and hereby make the same a part of this contract, which notice and specifications read as follows:

DEPARTMENT OF PUBLIC WORKS, CITY OF INDIANAPOLIS,
INDIANA—NOTICE

Sealed proposals for renting to the City of Indianapolis, mules for use in the Street Cleaning Department, will be received by the Board of Public Works of the City of Indianapolis until 10 o'clock A. M. March 21, 1919, at which hour the bids will be publicly opened and read.

Each proposal shall be endorsed "bid for mules" and shall bear the name of the bidder and date of its presentation.

All bids shall be filed with the Clerk of the Board of Public Works on or before the day and hour mentioned above and stated in the advertisement; and no proposal presented after this time will be accepted.

The price must be stated in words and figures.

Each bidder is required to deposit with his bid a certified check on a reputable bank doing business in the City of Indianapolis, for an amount not less than Five Hundred (\$500.00) Dollars. In case no bid is accepted, this check will be returned to the bidder; but if one of the bids is accepted, and the bidder shall refuse or neglect to enter into a contract with the City of Indianapolis within five (5) days from the time he shall have been notified of the acceptance of the same, said check shall be forfeited to the City of Indianapolis as ascertained and liquidated damages for failure so to do.

Persons, firms or corporations submitting proposals, shall show to the satisfaction of the Board of Public Works that they are able to furnish the number of mules required in the accompanying specifications promptly and on demand of the Board of Public Works. Otherwise their bids will not be considered.

Bids will be received on forty (40) or more mules to be fifteen (15) hands in height, and which shall weigh not less than fourteen hundred (1400) pounds.

No mule shall be under four (4) years old nor over ten (10) years.

All mules must be sound, city broke, and fit for the work to be done, and shall pass the inspection of the Superintendent of the Street Cleaning Department and the City Veterinary Surgeon. A record of the condition of each mule shall be made, the mule numbered and described, and the condition certified to by both the Superintendent of the Street Cleaning Department and the City Veterinary Surgeon. These descriptions shall be kept in a record book and the entry as made must be certified to as correct by the contractor before the mules shall be accepted.

The above number of mules (forty) as described to be sixteen hands in height shall be delivered to the City Barns, newly shod, on or before April 15, 1919. The mules will be used continuously for one month and the Board will renew the contract from month to month on the

same price; the Board by an order designating the number of mules to be furnished during the month. Whenever the Board of Public Works shall not require a certain number of mules, the Board shall notify the contractor, in writing, giving the contractor five (5) days in which to take away the mules. On failure of the contractor to take away the mules within the specified time, the Board of Public Works will deduct One (\$1.00) Dollar per day for each mule, from any moneys due the contractor, for failure to remove such mules after the time stipulated in the notice.

The City agrees to feed, shoe and care for all mules rented and shall also be responsible for damages to any mules which are disabled, crippled or killed by carelessness of employees of the Street Cleaning Department during the existence of the contract, but shall not be responsible for mules disabled, crippled or killed on account of any other causes or on account of fire. The amount of damages shall be decided by two disinterested parties, one chosen by the City and the other by the Contractor furnishing the mules and if they are unable to agree they shall call in a third party to act as referee. Any claim for damages against the City on account of damages done due to carelessness of the employees or on account of death due to such carelessness must be filed with the Board of Public Works within forty-eight (48) hours after the damage or death occurs.

The City will pay full time for all mules furnished except when the contractor is notified of the incapability of the mules, in which case the contractor will replace said mules at once by mules of like height and weight. In case the contractor should fail to replace mules within twenty-four (24) hours after receiving written notice, the Board will deduct Five (\$5.00) Dollars per day for each mule until the mules are replaced.

All mules delivered by the contractor shall be in good condition and suitable for the work of the Street Cleaning Department.

No charge shall be made for Sundays and other legal holidays unless the mules are worked, in which case the contractor shall be notified of the number so used. A Sunday or legal holiday will be construed to be a period of twenty-four (24) hours ending 6 p. m. on the day of the Sunday or holiday.

Sealed proposals shall state a price per day for each mule furnished in accordance with the foregoing specifications, stipulations and conditions.

The contractor must carry insurance on all mules furnished the City of Indianapolis.

The contractor shall maintain an office in the City of Indianapolis where notices may be delivered. Notices delivered to said office shall

be deemed to be of the same force and effect as if served on the contractor in person.

Adopted this the 10th day of March, 1919.

(Signed) SCHUYLER A. HAAS
 GEORGE LEMAUX
 THOMAS A. RILEY

Board of Public Works.

Second: That said contractor hereby covenants and agrees to rent to the City of Indianapolis for use in the Street Cleaning Department, forty or more mules, at the option of the city, to be at least fifteen hands high, and weighing at least fourteen hundred pounds each, no mule to be under four years of age nor more than ten years of age, for which the city agrees upon the faithful performance of all the conditions set out in this contract, to be performed by the contractor, to pay to said contractor the sum of One Dollar and Twenty-five Cents (\$1.25) per day for each mule furnished in accordance with this contract, and said specifications herein set out and agreed to. It is agreed that the payment shall be made on the 10th day of each month for all mules furnished during the preceding calendar month.

Third: That said contractor is to execute a bond to the City of Indianapolis in the penal sum of Five Thousand Dollars (\$5,000.00) with surety to be approved by said Board of Works conditioned upon the faithful performance of this contract by said contractor.

Fourth: This contract on the part of the city is made subject to the approval of the common council of said city.

In Witness Whereof, Said parties hereto set their hands this----- day of March, 1919.

CITY OF INDIANAPOLIS.

By-----

Contractor.

 Board of Public Works.

Sec. 2. That the foregoing contract and agreement made and entered into on the 31st day of March, 1919, by and between the City of Indianapolis, by and through its Board of Public Works and Winings and Carriger, a partnership composed of Greeley Winings and T. M. Carriger, be and the same is in all things ratified, confirmed and approved in accordance with the terms, conditions and provisions thereof. The cost incurred by the City under this contract, to be paid out of the funds heretofore appropriated to the Board of Public Works for its Street Cleaning Department.

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

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

By Board of Public Safety:

General Ordinance No. 16, 1919.

An Ordinance concerning roof coverings and repairing the same of all buildings or structures, their construction, providing for certain tests, fixing penalties for the violation thereof and fixing the time when same shall take effect.

Section 1. *Be it Ordained by the Common Council of the City of Indianapolis, Indiana*, That all buildings within the City of Indianapolis, except as hereinafter provided, shall have roof coverings of approved standard materials, such as brick, concrete, tile, slate, highest grade of tin, asbestos shingles, built-up roofing felt with gravel or slag surface, built-up asbestos roofing or other roofing of like grade which ranks as Class A or B under test specifications as provided in Section 12 of this ordinance; provided, however, that this section shall not apply to the following buildings:

(a) Dwellings.

(b) Frame buildings.

(c) All buildings not exceeding two stories or 30 feet in height and 2500 square feet in area, and not used as a factory, warehouse, or for mercantile purposes, provided that said building is not located within the territory known as the fire limits.

Sec. 2. The quality of roofing for all dwellings and other buildings exempted in Section 1 of this ordinance, may be therein specified for buildings not exempted, or if not, it shall be of grade not lower than Class C under the specifications of Section 12 of this ordinance.

Sec. 3. For the purpose of this ordinance, roofings are divided into three classes as follows:

Class A roofing must be so designed and constructed that it will withstand the Flame Exposure and Radiation Tests, provided for in Section 12 of this ordinance, at five and forty-mile air currents and the Burning Brand Test at five-mile air currents for at least sixty minutes, and the Burning Brand Test at forty-mile air currents for at least thirty minutes, without spread of fire from the area directly exposed and without sustained ignition of the roof deck. To be so designed and constructed that it will withstand all of the fire tests throughout their duration without glowing or flaming part being carried off by the air currents.

Class B roofings must be so designed and constructed that they will withstand the Flame Exposure and Radiation Tests provided for in Section 12 of this ordinance, at five and forty-mile air currents and the

Burning Brand Test at five-mile air currents for at least thirty minutes and the Burning Brand Test at forty-mile air currents for at least fifteen minutes, without spread of fire in excess of one-half square foot per minute from the area directly exposed and without sustained ignition of the roof deck. To be so designed and constructed that they will withstand all of the fire tests throughout their duration without glowing or flaming parts being carried off by the air currents.

Class C roofings must be so designed and constructed that they will withstand all of the fire tests provided for in Section 12 of this ordinance, for at least five minutes without the spread of fire in excess of five square feet per minute from the area directly exposed, and without sustained ignition of the roof deck. To be so designed and constructed that they will withstand all of the fire tests throughout their duration without glowing or flaming parts of size being carried off by the air currents.

Sec. 4. A layer of deadening felt at least 1/16-inch thick shall be placed between metal roofing and the supporting woodwork.

Sec. 5. The wooden planking and sheathing shall not in any case be extended across the side or party walls.

Sec. 6. Any roof having a pitch over 60 degrees, placed on any building over 40 feet high, except towers or church spires, shall be constructed of iron or steel frames filled with fireproof material not less than 3½ inches thick and shall be covered with approved roofing.

Sec. 7. All counter flashings shall be of metal properly incorporated with the roofing material.

Sec. 8. The top and sides of dormer windows shall be protected the same as the roof, or with other material having equivalent fire resistive properties.

Sec. 9. No existing roof shall be repaired or renewed without permission or permit issued by Commissioner of Buildings. No existing wooden shingle roof if damaged more than ten per cent. in area shall be repaired with other than approved roofing, and if damaged more than twenty per cent. in area, the entire roof must be replaced with material specified in Section 1 or 2.

Sec. 10. The Commissioner of Buildings shall have power to condemn and have removed any wood shingle roof that in his opinion is in such deteriorized condition as to be excessively inflammable.

Sec. 11. Not later than ten (10) years from the date of the taking effect of this ordinance, any and all roofs covered in whole or in part with wood shingles or other combustible material, shall be replaced with roof coverings required of such buildings if constructed new under the provisions of this ordinance.

Sec. 12. All roofing material must withstand the following tests for approval under the requirements of this ordinance:

(a) For the purpose of making tests a standard deck must be made according to the following specifications: 8 feet long by 7 feet wide made of kiln-dried white pine boards 8" wide and $\frac{7}{8}$ " in thickness free from large or loose knots, sap wood or dry rot. Boards to be dressed on one side and two edges and laid across a 7-foot dimension of the deck with rough side up and spaced $\frac{1}{4}$ " and nailed to four 2 x 4-inch yellow pine battens on the under side of the deck. Two of the battens are located along the under edge and two 21 inches from these edges. The surface of the deck to be made as true and even as possible.

(b) Samples of Roof Coverings: Tests samples in which are prepared roofing containing bituminous materials are used must be selected from stock between the thirtieth (30th) and sixtieth (60th) day after the roofing is manufactured. These samples must be stored for thirty days in freely circulating dry air at temperatures not less than 50 degrees nor more than 85 degrees Fahr. before they are tested.

(c) Flame Exposure Tests: Two standard tests are subjected to the standard flame exposure tests in which the upper surface of the roof covering under investigation is subjected to the direct application of a gas flame over an area of approximately 6 sq. ft. One sample is tested while being subjected to air currents having temperatures between 50 and 65 degrees F. and a velocity of approximately 5 miles per hour. The other sample is tested under the same conditions except that the air currents are approximately 40 miles per hour.

(d) Radiation Tests: The standard test samples are subjected to the standard radiation tests in which the upper surface of the roof covering under investigation is subjected to radiant heat from a steel plate, 12 in. distant heated to a temperature of 1200 degrees Fahr. One sample is tested while being subjected to air currents having temperatures between 50 and 65 degrees Fahr. and a velocity of approximately 55 miles per hour. The other sample is tested under the same general conditions except that the air currents are approximately 40 miles per hour.

(e) Burning Brand Tests: Samples are subjected to burning brand tests in which the upper surface of the roof covering under investigation is subjected to direct application of a glowing brand 36 inches square; one sample being tested while subjected to air currents having temperatures between 50 and 65 degrees Fahr. and a velocity of approximately 5 miles per hour, and the other sample tested under the same conditions except that the air currents are approximately 40 miles per hour. The glowing brand shall be made of at least ten strips of seasoned hard maple 2 inches square by 3 feet long formed into a frame or grid with a $1\frac{3}{4}$ -in. space between strips. The complete grid shall be thoroughly ignited and burning before application to the roof sample, which latter shall extend on one side at least 18 inches beyond the edge of the grid.

Sec. 13. It shall be unlawful for any person, firm or corporation to store, handle, or maintain any roof covering material in the City of Indianapolis, for the purpose of sale or placing same on the roofs of any building in the City of Indianapolis, which does not comply with the requirements of this ordinance.

Sec. 14. Penalties: Any person, firm or corporation who shall violate any provision of this ordinance shall, upon conviction thereof, be fined in any sum not less than ten (\$10.00) dollars nor more than one hundred (\$100.00) dollars for each offense to which may be added imprisonment not exceeding ninety (90) days.

Sec. 15. This ordinance shall be in force and effect from and after its passage and publication as required by law.

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

By Mr. Carnefix:

General Ordinance No. 17, 1919.

An Ordinance fixing compensation for certain appointees and employees under the City Judge, amending clause (c) of Section 982 of General Ordinance No. 12, 1917, appropriating \$100.00 to the salary fund of the City Judge under the Department of Finance; repealing parts of ordinance conflicting herewith and providing a time for the taking effect of this ordinance.

Be it Ordained by the Common Council of the City of Indianapolis, Indiana,

Section 1. That clause (c) of Section 982 of General Ordinance No. 12, 1917, be, and is hereby amended, as follows:

The City Judge.—Thirty-five hundred dollars per year.

The Bailiff of the City Court, who shall be a member of the police force—Eleven hundred eighty-four dollars per year.

The Stenographer to the City Judge—\$91.66 per month.

Sec. 2. That there be and is hereby appropriated the additional sum of one hundred (\$100.00) dollars, for the year 1919, to the salary fund of the City Judge, under the Department of Finance.

Sec. 3. That all ordinances and parts of ordinances in conflict herewith are hereby repealed from and after the date of the taking effect of this ordinance.

Sec. 4. This ordinance shall be in full force and effect from and after its passage.

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

By Board of Public Safety:

General Ordinance No. 18, 1919.

An Ordinance, abolishing the position of Inspector of Police and the salary thereof, of the Police Department, and designating 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 position of Inspector of Police of the Indianapolis Police Department, and the salary thereof, is hereby abolished.

Sec. 2. All ordinances or parts of ordinances in conflict herewith, are hereby repealed.

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

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

By Board of Public Works:

General Ordinance No. 19, 1919.

An Ordinance, ratifying, confirming and approving a certain contract made and entered into on the seventh day of April, 1919, between the City of Indianapolis, by and through its Board of Public Works, and the Indiana Parrett Tractor Company, whereby said City is authorized to purchase from said Indiana Parrett Tractor Company four Model H, three speed Parrett tractors and equipment for the sum of Five Thousand Four Hundred Sixty-nine Dollars (\$5,469.00), designating the fund out of which the same shall be paid, and fixing a time when the same shall take effect.

Be it Ordained by the Common Council of the City of Indianapolis,

Section 1. Whereas, on the seventh day of April, 1919, the City of Indianapolis, by and through its Board of Public Works, entered into a certain contract and agreement with the Indiana Parrett Tractor Company, which contract is in words and figures as follows, to-wit:

CONTRACT

This contract, made and entered into this the 7th day of April, 1919, by and between the City of Indianapolis, State of Indiana, acting by and through its Board of Public Works, party of the first part, and the Indiana Parrett Tractor Company of Indianapolis, Indiana, party of the second part, witnesseth:

That the party of the second part hereby agrees to sell, furnish and deliver to the party of the first part four Model H, three-speed Parrett tractors, with enclosed gears, with roller bearings manufactured by the

Parrett Tractor Company of Chicago Heights, Illinois, all of which are to be furnished and delivered in accordance with the proposal and specifications attached thereto, submitted to said Board of Public Works by the party of the second part on the 28th day of March, 1919, which proposal and specifications attached thereto are by reference made a part of this contract the same as if actually copied and included herein, subject to the following terms and conditions:

First: All of said tractors to be delivered in Indianapolis, set up, ready for use, within two days after the approval of this contract.

Second: For and in consideration of which said tractors, the party of the first part agrees to pay the party of the second part the sum of One Thousand Three Hundred Fifty-six Dollars (\$1,356.00) for each tractor, making a total sum of Five Thousand Four Hundred and Twenty-four Dollars (\$5,424.00) for the four tractors, and the additional sum of Forty-five Dollars (\$45.00) to cover cost of delivery to the City of Indianapolis, which is to be made by the party of the second part; said payment to be made on the 10th day of May, 1919, provided the tractors are then delivered and accepted by the party of the first part.

Third: The party of the second part, agrees to furnish to the party of the first part, the warranty and guaranty from the Parrett Tractor Company of Chicago Heights, Illinois, as to the material and workmanship of said tractors.

Fourth: This contract on the part of said City is made subject to the approval of the Common Council of said City.

In Testimony Whereof, said parties have hereunto set their hands this 7th day of April, 1919.

CITY OF INDIANAPOLIS,

By Geo. Lemaux, Mark H. Miller, Thomas A. Riley, Board of
Public Works, Party of the First Part.

IND. PARRETT TRACTOR CO., By O. S. Gerio,

Party of the Second Part.

Sec. 2. That the foregoing contract made and entered into on the 7th day of April, 1919, between the City of Indianapolis, by and through the Board of Public Works, and said Indiana Parrett Tractor Company, be and the same is hereby in all things ratified, confirmed and approved, in accordance with the terms, provisions and conditions thereof.

Sec. 3. That the Board of Public Works and the Department of Finance of said City, is hereby authorized to use Five Thousand Four Hundred Sixty-nine Dollars (\$5,469.00) of the appropriation of Twenty-nine Thousand Three Hundred Fourteen Dollars and Forty Cents (\$29,314.40) made for "Equipment and Supplies, Unimproved Street Department" in Appropriation Ordinance No. 27, 1918, to pay the amount due under said contract.

Sec. 4. This ordinance shall be in full force from and after its passage.

General Ordinance No. 20, 1919.

An Ordinance, ratifying, confirming and approving a certain contract made and entered into on the 7th day of April, 1919, by and between the City of Indianapolis, by and through its Board of Public Works and Service Truck Sales Company, whereby said City is authorized to purchase from said Service Truck Sales Company two service trucks, equipped with Studebaker Flushing outfit, for the sum of Fourteen Thousand, One Hundred Fifty Dollars (\$14,150.00), transferring and reappropriating Fourteen Thousand, One Hundred Fifty Dollars (\$14,150.00) from one fund to another, and fixing a time when the same shall take effect.

Be it Ordained by the Common Council of the City of Indianapolis.

Section 1. Whereas, Heretofore, to-wit: on the 7th day of April, 1919, the City of Indianapolis, by and through its Board of Public Works, entered into a certain contract with the Service Truck Sales Company, which contract is in words and figures, as follows, to-wit:

CONTRACT

This contract, made and entered into this the 7th day of April, 1919, by and between the City of Indianapolis, State of Indiana, acting by and through its Board of Public Works, party of the first part, and the Service Truck Sales Company, party of the second part, witnesseth:

That the party of the second part hereby agrees to sell, furnish and deliver to the party of the first part two model 300, five ton service trucks, equipped with 1200 gallon Studebaker flushing outfit, manufactured by the Service Motor Truck Company of Wabash, Indiana, all of which are to be furnished and delivered in accordance with the proposal and specifications attached thereto, submitted to said Board of Public Works by the party of the second part on the 28th day of March, 1919, which proposal and specifications attached thereto are by reference made a part of this contract the same as if actually copied and included herein, subject to the following terms and conditions:

1st: All of said trucks, apparatus and equipment to be delivered f. o. b cars Indianapolis, Indiana, or at any place in the City of Indianapolis, set up, ready to operate, that the City may direct, on or before May 10, 1919,

2nd: For and in consideration of which trucks and equipment the party of the first part agrees to pay to the party of the second part the sum of Fourteen Thousand One Hundred and Fifty Dollars (\$14,150.00), on or before the first day of June, 1919, provided said trucks and equipment have then been delivered to, and accepted by said City.

3rd: The party of the second part, agrees to furnish to the party of the first part, warranty and guaranty from the Service Motor Truck Company, of Wabash, Indiana, as to the material and workmanship of said trucks and equipment.

4th: This contract on the part of said City is made subject to the approval of the Common Council of said City.

In Testimony Whereof, said parties have hereunto set their hands this the 7th day of April, 1919.

CITY OF INDIANAPOLIS,

By Geo. Lemaux, Mark H. Miller, Thomas A. Riley, Board of
Public Works, Party of the First Part.

SERVICE TRUCK SALES CO., E. M. Reynolds, Sec'y.,
Party of the Second Part.

Sec. 2. That the foregoing contract made and entered into on the 7th day of April, 1919, between the City of Indianapolis, by and through the Board of Public Works, and said Service Truck Sales Company, be and the same is hereby in all things ratified, confirmed and approved, in accordance with the terms, provisions and conditions thereof.

Sec. 3. That the sum of Fourteen Thousand One Hundred Fifty Dollars is hereby transferred from the fund known as "Street Cleaning Department, Salaries", to the fund known as "Street Cleaning Department, Maintenance" of the Department of Public Works for the year 1919, as shown by Appropriation Ordinance No. 27, 1918, and re-appropriated to said Street Cleaning Department Maintenance Fund of the Department of Public Works, and the Department of Public Works and Finance are hereby authorized to use the same to pay the purchase price of said contract.

Sec. 4. This ordinance shall be in full force from and after its passage.

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

By Board of Public Works:

General Ordinance No. 21, 1919.

An Ordinance, ratifying, confirming and approving a certain contract made and entered into on the 7th day of April, 1919, by and between the City of Indianapolis, by and through its Board of Public Works, and L. H. Colvin, whereby said City is authorized to purchase from said L. H. Colvin two combination White oil distributors and equipment for the sum of Fourteen Thousand Five Hundred and Thirty Dollars (\$14,530.00), transferring and reappropriating Fourteen Thousand Five Hun-

dred and Thirty Dollars (\$14,530.00) from one fund to another, and fixing the time when the same shall take effect.

Be it Ordained by the Common Council of the City of Indianapolis

Section 1. Whereas, on the seventh day of April, 1919, the City of Indianapolis, by and through its Board of Public Works, entered into a certain contract and agreement with L. H. Colvin which contract is in words and figures as follows, to-wit:

CONTRACT

This contract made and entered into this the 7th day of April, 1919, by and between the City of Indianapolis, State of Indiana, acting by and through its Board of Public Works, party of the first part, and L. H. Colvin, party of the second part, witnesseth:

That the party of the second part hereby agrees to sell, furnish and deliver to the party of the first part, two combination White oil distributors, each 940 gallons capacity net, manufactured by the White Company, of Cleveland, Ohio, all of which are to be furnished and delivered in accordance with the proposal and specifications attached thereto, submitted to said Board of Public Works by the party of the second part on the 28th day of March, 1919, which proposal and specifications attached thereto are by reference made a part of this contract the same as if actually copied and included herein, subject to the following terms and conditions:

1st: All of said equipment to be delivered on or before the 15th day of May, 1919, f. o. b. cars, Indianapolis, Indiana, or anywhere in the City of Indianapolis, set up ready to run, that the party of the first part, may direct.

2nd: For and in consideration of which the party of the first part hereby agrees to pay the party of the second part the sum of Fourteen Thousand Five Hundred and Thirty Dollars (\$14,530.00) on the 2nd day of June, 1919, provided said apparatus and equipment has been delivered to, and accepted by said City at that time.

3rd: The party of the second part agrees to furnish to the party of the first part, the warranty and guaranty from the White Company, of Cleveland, Ohio, as to the material and workmanship of said apparatus and equipment.

5th: This contract on the part of said City is made subject to the approval of the Common Council of said City.

In Testimony Whereof, said parties have hereunto set their hands this the 7th day of April, 1919.

CITY OF INDIANAPOLIS.

By Geo. Lemaux, Mark H. Miller, Thomas A. Riley, Board of Public Works, Party of the First Part.

L. H. COLVIN, Party of the Second Part.

Sec. 2. That the foregoing contract made and entered into on the 7th day of April, 1919, between the City of Indianapolis, by and through the Board of Public Works, and L. H. Colvin, be and the same is hereby in all things ratified, confirmed and approved, in accordance with the terms, provisions and conditions thereof.

Sec. 3. That the sum of Fourteen Thousand Five Hundred and Thirty Dollars (\$14,530.00) is hereby transferred from the Street and Alley Sprinkling Fund of Fifty-two Thousand Five Hundred Dollars (\$52,500.00) appropriated by Appropriation Ordinance No. 10, 1919, to the Department of Public Works, and the same is hereby reappropriated to the Department of Public Works for the purpose of paying the purchase price as provided in the above contract with L. H. Colvin for said oil distributors.

Sec. 4. This ordinance shall be in full force from and after its passage.

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

By Board of Public Works :

General Ordinance No. 22, 1919.

An Ordinance, ratifying, confirming and approving a certain contract made and entered into on the 7th day of April, 1919, by and between the City of Indianapolis, by and through its Board of Public Works, and the Fisher Automobile Company, whereby said City is authorized to purchase from said Fisher Automobile Company two five-ton model E Packard chasses, 2 No. 8200 Driver's cab (curtains front and side), 2 Model H. H. 2 All Steel round corner body with Model D Horizontal Hydraulic Hoist, 2 five-ton Packard Power take off transmissions, for the sum of Eleven Thousand Nine Hundred Four Dollars and Seventy Cents (\$11,904.70), designating the fund out of which the same shall be paid, and fixing a time when the same shall take effect.

Be it Ordained by the Common Council of the City of Indianapolis,

Section 1. Whereas, on the seventh day of April, 1919, the City of Indianapolis, by and through its Board of Public Works, entered into a certain contract and agreement with the Fisher Automobile Company, which contract is in words and figures as follows, to-wit:

CONTRACT

This contract, made and entered into this the 7th day of April, 1919, by and between the City of Indianapolis, State of Indiana, acting by and through its Board of Public Works, party of the first part, and the Fisher Automobile Company, party of the second part, witnesseth:

That the party of the second part hereby agrees to sell, furnish and deliver to the party of the first part two 5-ton model E Packard chassis, two No. 8200 Driver's Cab (curtains front and side), 2 Model H. H. 2 All Steel round corner body with Model D Horizontal Hydraulic Hoist, two 5-ton Packard Power Take Off Transmissions, manufactured by the Packard Motor Car Company of Detroit, Michigan, all of which are to be furnished and delivered in accordance with the proposal and specifications attached thereto, submitted to said Board of Public Works by the party of the second part on the 25th day of March, 1919, which proposal and specifications attached thereto are by reference made a part of this contract the same as if actually copied and included herein, subject to the following terms and conditions:

1st: All of said equipment to be delivered, set up, ready to run, in Indianapolis, on or before April 25th, 1919, it being agreed that the party of the second part is hereby permitted to drive said trucks and equipment from factory to Indianapolis, at its expense and risk.

2nd: For and in consideration of said trucks and equipment, the party of the first part hereby agrees to pay the party of the second part the sum of Eleven Thousand Nine Hundred Four Dollars and Seventy Cents (\$11,904.70), on or before the 2nd day of June, 1919, provided all of said apparatus and equipment has been delivered to, and accepted by said City at that time.

3rd: The party of the second part, agrees to furnish to the party of the first part, warranty and guaranty from the Packard Motor Car Company of Detroit, Michigan, as to the material and workmanship of said trucks and equipment.

4th: This contract on the part of the said City is made subject to the approval of the Common Council of said City.

In Testimony Whereof, said parties have hereunto set their hands this the 7th day of April, 1919.

CITY OF INDIANAPOLIS.

By Geo. Lemaux, Mark H. Miller, Thomas A. Riley, Board of
Public Works, Party of the First Part.

FISHER AUTOMOBILE CO., F. Ellis Hunter, Sec.
Party of the Second Part.

Sec. 2. That the foregoing contract made and entered into on the 7th day of April, 1919, between the City of Indianapolis, by and through the Board of Public Works, and said Fisher Automobile Company, be and the same is hereby in all things ratified, confirmed and approved, in accordance with the terms, provisions and conditions thereof.

Sec. 3. That the Board of Public Works and the Department of Finance of said City, is hereby authorized to use Eleven Thousand Nine Hundred Four Dollars and Seventy Cents (\$11,904.70) of the appropria-

tion of Twenty-nine Thousand Three Hundred Fourteen Dollars and Forty Cents (\$29,314.40) made for "Equipment and Supplies, Unimproved Street Department" in Appropriation Ordinance No. 27, 1918, to pay the amount due under said contract.

Sec. 4. This ordinance shall be in full force from and after its passage.

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

ORDINANCES ON SECOND READING.

Mr. Carnefix called for General Ordinance No. 11, 1919, for second reading. It was read a second time.

Mr. Carnefix moved that General Ordinance No. 11, 1919, be amended as recommended by the Committee. Carried.

Mr. Carnefix moved that General Ordinance No. 11, 1919, be ordered engrossed, as amended, read a third time and placed upon its passage. Carried.

General Ordinance No. 11, 1919, was read a third time and passed by the following vote:

Ayes, 9, viz.: Messrs. Brown, Carnefix, Furniss, Kirsch, Miller, Pettijohn, Schmidt, Willson and President Wm. B. Peake.

Mr. Carnefix called for General Ordinance No. 12, 1919, for second reading. It was read a second time.

Mr. Carnefix moved that General Ordinance No. 12, 1919, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 12, 1919, was read a third time and passed by the following vote:

Ayes, 9, viz.: Messrs. Brown, Carnefix, Furniss, Kirsch, Miller, Pettijohn, Schmidt, Willson and President Wm. B. Peake.

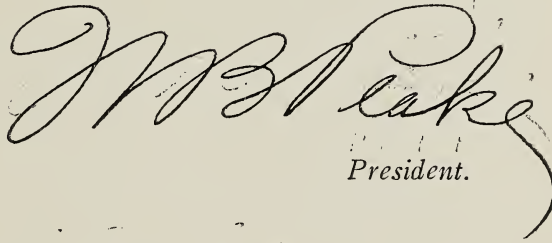
Mr. Carnefix called for General Ordinance No. 13, 1919, for second reading. It was read a second time.

Mr. Carnefix moved that General Ordinance No. 13, 1919, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 13, 1919, was read a third time and passed by the following vote:

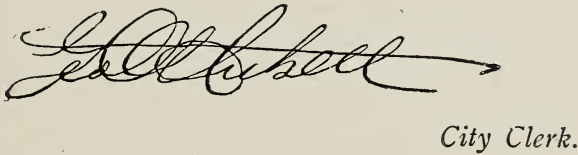
Ayes, 9, viz.: Messrs. Brown, Carnefix, Furniss, Kirsch, Miller, Pettijohn, Schmidt, Willson and President Wm. B. Peake.

On motion of Mr. Willson the Common Council at 9:55 o'clock p. m. adjourned.



W. B. Peake
President.

Attest:



[Signature]
City Clerk.