

for the improvement of sidewalk in West Washington street against real estate in the name of the State of Indiana, the sum of Two Hundred Seventy-nine Dollars and Thirty-seven Cents (\$279.37), and the sum of Seventy-five Dollars and Ninety-nine Cents (\$75.99), and also, the sum of One Hundred Fifty-eight Dollars and Thirteen Cents (\$158.13), which amounts were appropriated to the City of Indianapolis by the General Assembly of the State of Indiana, at its session in 1919; therefore, that there be and the same is hereby appropriated to the Department of Public Works the sum of Five Hundred Thirteen Dollars and Forty-nine Cents (\$513.49) for the purpose of paying to Abel Brothers said assessments for the improvement of sidewalk in West Washington street against real estate standing in the name of the State of Indiana.

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

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

By City Controller:

APPROPRIATION ORDINANCE NO. 20, 1919.

An ordinance appropriating the sum of \$650.00 to the Department of Public Works as an additional appropriation to the Fund for Salaries of the Board of Public Works and Office Force, and fixing a time when the same shall take effect.

Section 1. Be it ordained by the Common Council of the City of Indianapolis, State of Indiana, that whereas Appropriation Ordinance No. 27, the year 1918, providing for the expenses of the year 1919, did not include any appropriation to the Board of Public Works to pay the salary of a record clerk which is now authorized by ordinance and the services of such clerk are now needed, therefore, the sum of Six Hundred Fifty Dollars (\$650.00) be and the same is hereby appropriated to the use of the Board of Public Works as an addition to its fund for "Salaries Board of Public Works and Office Force."

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

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

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

By Board of Public Works:

SWITCH CONTRACT.

General Ordinance No. 25, 1919, an ordinance approving a certain contract granting G. & J. Tire Company of Indiana the right to lay and maintain a sidetrack or switch, according to blueprint attached, in the City of Indianapolis, Indiana.

Whereas, heretofore, to-wit: on the 30th day of April, 1919, G. & J. Tire Company of Indiana filed its 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 hereby respectfully petitions for authority to lay a sidetrack and switch across East street and across Cook street, just north of and connecting with the tracks of the C., C., C. & St. L. Ry. Co. tracks immediately north of Louisiana street.

G. & J. TIRE COMPANY OF INDIANA,

W. B. HARDING, *President.*

Now, therefore, This agreement made and entered into this----- day of-----191--, by and between G. & J. Tire Company of Indiana, of the City of Indianapolis, County of Marion, State of Indiana, party of the first part, and the City of Indianapolis, by and through its Board of Public Works, party of the second part.

Witnesseth: That the party of the first part, being desirous of securing a right-of-way for a sidetrack or switch from across East street and Cook street, just north of Louisiana street, in the city of Indianapolis, which is more specifically described as follows:

Switch Across East Street.—Center line thereof to be located ten (10) feet north of the northwest corner of Louisiana and East streets on the west side of East street, continuing easterly across East street ninety-one (91) feet to the east line of East street, said center line at this point being eight (8) feet north of the northeast corner of Louisiana and East streets.

Switch Across Cook Street.—The center line of track to cross west line of Cook street eight (8) feet north of the northwest corner of Louisiana and Cook streets, thence continuing thirty (30) feet across Cook street in an easterly direction to the east line of Cook street, the center line of track at this point being located eight (8) feet north of the northeast corner of Louisiana and Cook streets, hereby covenants and fully binds itself, its successors, legal representatives and assigns, that, in consideration of the grant of the privileges and authority herein given, it 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 ----- 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 tracks 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 anyone 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 East street and Cook street, just north of Louisiana street, in the City of Indianapolis, all as shown by the drawing attached hereto, filed herewith and for greater certainty marked "Exhibit A." Unless said sidetrack or switch is constructed within one year from the date hereof, this contract shall be null and void.

In witness whereof, We have hereunto set our hands this 30th day of April, 1919.

G. & J. TIRE CO. OF INDIANA,
W. B. HARDING,
President, Party of the First Part.

Witness: LEO M. RAPPAPORT.

CITY OF INDIANAPOLIS.
By GEO. LEMAUX, *President.*
MARK H. MILLER,
THOMAS A. RILEY,

Board of Public Works, Party of the Second Part.

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

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

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:

SWITCH CONTRACT.

General Ordinance No. 26, 1919, an ordinance approving a certain contract granting John R. C. Boyer the right to lay and maintain a sidetrack or switch, according to blueprint 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 the Board of Public Works, City of Indianapolis:

Gentlemen—The undersigned owner of lots 1, 2 and 3, in Parker & Hanway's Subdivision of A. E. & 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 sidetrack 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 sidetrack 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 sidetrack across Winter avenue would be 85.4 feet north of the southwest corner of said lot 22, thence due west across Winter avenue 50 feet, so that the center of said sidetrack across the east line of lot 64 would be 94 feet north of the southeast corner of said lot 1. A blueprint 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 & Hanway's Subdivision of A. E. & 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 Floyd 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 sidetrack shall consist of a single track of standard gauge, 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 blueprint of said proposed sidetrack shown in red ink is attached hereto.

This contract shall become null and void unless the switch herein provided for shall be installed within one year from date of contract.

Signed: JOHN R. C. BOYER.

By GEORGE L. DENNY,

Attorney in Fact,

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 anyone 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.*

GEORGE LEMAUX,

THOMAS A. RILEY,

Board of Public Works, Part of the Second Part.

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

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

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

Which was read a first time.

Mr. Willson moved that the rules be suspended and General Ordinance No. 26, 1919, be placed upon its passage.

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

Ayes, 8, viz.: Messrs. Carnefix, Furniss, Kirsch, Miller, Pettijohn, Schmidt, Willson and President Wm. B. Peake.

Mr. Willson called for General Ordinance No. 26, 1919, for second reading. It was read a second time.

Mr. Willson moved that General Ordinance No. 26, 1919, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 26, 1919, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Carnefix, Furniss, Kirsch, Miller, Pettijohn, Schmidt, Willson and President Wm. B. Peake.

By Mr. Kirsch:

GENERAL ORDINANCE NO. 27, 1919.

An Ordinance authorizing and providing for the employment of Carpenters by the Board of Public Works of the City of Indianapolis, fixing their salaries, repealing all conflicting ordinances, and fixing a time when same shall take effect.

Section 1. Be it ordained by the Common Council of the City of Indianapolis that the salaries of Journeymen Carpenters shall be placed at \$6.00 per day and the salary of the foreman shall be \$6.40 per day.

Sec. 2. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Sec. 3. That this ordinance shall take effect May 1, 1919.

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

By Board of Public Works :

GENERAL ORDINANCE NO. 28, 1919.

An Ordinance Fixing the Salaries of Blacksmiths and Blacksmiths' Helpers in the Street Cleaning Department, and fixing a time when the same shall take effect.

Section 1. Be it ordained by the Common Council of the City of Indianapolis, State of Indiana, that the compensation of two blacksmiths in the Street Cleaning Department is hereby fixed at the rate of Four Dollars (\$4.00) per day, and that the compensation of two blacksmiths' helpers in the Street Cleaning Department be hereby fixed at the rate of Three Dollars and Fifty Cents (\$3.50) per day.

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.

On motion of Mr. Miller the Common Council at 8:30 o'clock p. m. adjourned.

J. B. Peake
President.

Attest :

L. A. Seal
City Clerk.