

REGULAR MEETING

COUNCIL CHAMBER, CITY OF INDIANAPOLIS, IND.

Monday, November 1, 1920.

The Commomn Council of the City of Indianapolis met in the Council Chamber, Monday evening, November 1, 1920, at 7:30 o'clock in regular session, President G. G. Schmidt in the chair.

Present: The Hon. G. G. Schmidt, President of the Common Council, and six (6) members, viz.: Messrs. Brown, Carnefix, Furniss, Kirsch, Miller and Peake.

Absent: Messrs. Pettijohn and Willson.

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

COMMUNICATION FROM THE MAYOR.

October 23, 1920.

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

Gentlemen—I have this day signed and delivered to George O. Hutsell, City Clerk, the following ordinances:

Appropriation Ordinance No. 20—Appropriating money to the Department of Public Works for the purpose of paying the amount of the increase in the award of damages to Nellie G. Cole, made by the Marion Circuit Court of Marion County, Indiana, in the appeal taken by said Nellie G. Cole for the award of damages made to her real estate by the Board of Public Works on account of the opening of Forty-ninth Street from Pennsylvania Street to Illinois Street.

General Ordinance No. 74—Transferring certain sums from certain departments under the Department of Public Works, City of Indianapolis, transferring to and reappropriating the same to certain other funds under said department and declaring a time when the same shall take effect.

General Ordinance No. 77—Transferring the sum of \$750.00 from the Sprinkling Department Equipment and Supplies Fund, of the Department of Public Works, to the Sprinkling Department Salaries Fund, of the Department of Public Works; and transferring the sum of \$1,000.00 from the Sprinkling Department Equipment and Supplies Fund, of the Department of Public Works, to the City Yard Department Salary Fund, of the Department of Public Works.

General Ordinance No. 82—Ordering the Board of Public Works of the City of Indianapolis, Indiana, to improve Delaware Street from the north property line of Sixteenth Street to the south property line of Nineteenth Street, by widening and resurfacing the roadway under and by virtue of Improvement Resolution No. 9664 of the Board of Public Works.

General Ordinance No. 85—Ordering the Board of Public Works of the City of Indianapolis, Indiana, to improve Merrill Street from the west property line of Meridian Street (north) to the west property line of Senate Avenue (north), under and by virtue of Improvement Resolution No. 9699 of the Board of Public Works.

General Ordinance No. 89—Switch contract. Approving a certain contract granting the C., C., C. & St. L. Railway the right to lay and maintain a sidetrack or switch over and across Biddle Street, in the City of Indianapolis.

Yours very truly,
CHARLES W. JEWETT,
Mayor.

REPORTS FROM CITY OFFICERS.

From the Board of Public Works:

October 21, 1920.

Mr. Geo. O. Hutshell, City Clerk.

Dear Sir—I am submitting herewith a Switch Contract for transmission to the Common Council granting the Gale Construction Company the right to lay and maintain a sidetrack or switch in and across alley running north and south between Twenty-first and Twenty-second Streets and Gale Street and Avondale Place.

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

October 30, 1920.

Mr. Geo. O. Hutshell, City Clerk, City of Indianapolis.

Dear Sir—I am enclosing herewith a Switch Contract to the Central Veneer Works, for transmission to the Common Council for their next regular meeting.

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

October 27, 1920.

To the Board of Public Works.

Gentlemen—With return of the attached petition for Switch Contract for a crossing on Keystone Avenue and the first alley east of

Keystone Avenue, north of the Belt Railroad, would recommend that said petition be granted and contract approved.

Yours truly,

F. C. LINGENFELTER,
City Civil Engineer.

Approved October 29, 1920.

GEO. LEMAUX,
THOMAS A. RILEY,
Board of Public Works.

REPORTS FROM STANDING COMMITTEES.

From the committee on Finance :

November 1, 1920.

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. 91, 1920, entitled An Ordinance Fixing the Salary of the Executive Secretary of the Board of Public Safety, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

W. B. PEAKE, *Chairman.*
LEE J. KIRSCH,
SUMNER A. FURNISS.

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

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

By the Board of Public Works :

SWITCH CONTRACT.

General Ordinance No. 94, 1920. An ordinance approving a certain contract granting The Gale Construction Company the right to lay and maintain a sidetrack or switch from a point 20 feet west of Avondale Place, extending thence northwestwardly 312 feet and across the alley running north and south between Gale Street and Avondale Place and between Twenty-first and Twenty-second Streets, according to blue print attached, in the City of Indianapolis, Indiana.

Whereas, heretofore, to-wit: on the _____ day of _____, 1920, The Gale Construction Company filed his petition before the Board of Public Works of the City of Indianapolis, as follows :

PETITION.

To the Board of Public Works, City of Indianapolis.

Gentlemen—The Gale Construction Company, the undersigned petitioner, hereby requests the Board of Public Works of the City of Indianapolis, Indiana, to authorize and permit said petitioners to lay and maintain a railroad sidetrack or switch in and across the following part of the alley running north and south between Twenty-first and Twenty-second Streets, and Gale Street and Avondale Place, in said City of Indianapolis, more particularly described as follows, to-wit:

Beginning at a point twenty (20) feet west of Avondale Place, on the ground of the Indianapolis Union Railway Company on the eastward main track, thence running northwestward a distance of one hundred twenty-two (122) feet to said alley, thence across said alley a distance of eighteen (18) feet, thence northwestwardly across Lots Thirty-three (33), Thirty-two (32), Thirty-one (31) and Thirty (30) to a point near the northwest corner of Lot Thirty (30) a distance of one hundred ninety (190) feet, total distance of said sidetrack or switch three hundred twelve (312) feet.

Said sidetrack or switch will run from the main eastbound line of the Indianapolis Union Railway Company a distance of three hundred twelve (312) feet to and across a parcel of ground on the east side of Gale Street, north of Twenty-first Street, which is described as Lots Thirty (30), Thirty-one (31) and Thirty-two (32), which said ground is owned and occupied by your petitioner, and that the only ground between the lots owned by petitioner and the starting point of said sidetrack is owned by the Indianapolis Union Railway Company, all of which is shown by a plat filed herewith and attached hereto.

Authority to lay said sidetrack or switch requested is necessary in order to furnish shipping facilities for the business conducted by your petitioner on the above described lots, and the right to lay and maintain said track or switch shall be an easement which shall attach to and run with the above described parcel of land owned by petitioner.

Wherefore, your petitioner requests that the foregoing petition be granted by the Board of Public Works.

GALE CONSTRUCTION COMPANY.
ALBERT E. GLIDDEN,
E. J. SHOBRIDGE,
WESLEY J. SHOBRIDGE.

Now, Therefore, This agreement, made and entered into this _____ day of _____, 1920, by and between The Gale Construction Company of the City of Indianapolis, County of Marion, State of Indiana, party of the first part, and the City of Indianapolis, by and through its Board of Public Works, party of the second part.

Witnesseth: That the party of the first part, being desirous of securing a right of way for a sidetrack or switch from, in and across the following part of the alley running north and south between Twenty-first and Twenty-second Streets, and Gale Street and Avondale Place, in the City of Indianapolis, which is more specifically described as follows: Beginning at a point twenty (20) feet west of Avondale Place, on the ground of the Indianapolis Union Railway Company on the eastward main track, thence running northwestward a distance of one hundred twenty-two (122) feet to said alley, thence across said alley a distance of eighteen (18) feet, thence northwestwardly across Lots Thirty-three (33), Thirty-two (32), Thirty-one (31) and Thirty (30) to a point near the northwest corner of Lot Thirty (30), a distance of one hundred ninety (190) feet, total distance of said sidetrack or switch three hundred twelve (312) feet, the center line of said switch crosses the east line of said alley at a point one hundred twenty-three (123) feet north of Twenty-first Street, and the center line of said switch crosses the west line of said alley at a point one hundred thirty-one (131) feet north of Twenty-first Street, 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 _____ 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 _____, in the City of Indianapolis, all as shown by the drawing attached hereto, filed herewith, and for greater certainty marked "Exhibit A."

This contract to be void unless said track or switch is laid within one year.

In Witness Whereof, We have hereunto set our hands, this 20th day of October, 1920.

GALE CONSTRUCTION COMPANY,
ALBERT E. GLIDDEN,
E. J. SHOORBRIDGE,
WESLEY J. SHOORBRIDGE,

Party of the First Part.

Witness:

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.

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

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

By the Board of Public Works:

SWITCH CONTRACT.

General Ordinance No. 95, 1920. An ordinance approving a certain contract granting the Central Veneer Company of Indianapolis, Indiana, the right to lay and maintain a sidetrack or switch from its present sidetrack extending across Keystone Avenue and the first alley east of said Keystone Avenue, according to blue print attached, in the City of Indianapolis, Indiana.

Whereas, heretofore, to-wit: on the — day of October, 1920, the Central Veneer Company of Indianapolis, Indiana, 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 respectfully petitions for permission to lay and maintain a switch or sidetrack from its present switch across Keystone Avenue and the first alley east of Keystone Avenue, as per blue print attached and description given below.

Very respectfully,

CENTRAL VENEER COMPANY,
Per HERMAN J. BARNARD,

Vice-President.

Now, Therefore, This agreement, made and entered into this 19th day of October, 1920, by and between the Central Veneer Company of the City of Indianapolis, County of Marion, State of Indiana, party of the first part, and the City of Indianapolis, by and through its Board of Public Works, party of the second part.

Witnesseth: That the party of the first part, being desirous of securing a right of way for a sidetrack or switch from its present switch extending across Keystone Avenue and the first alley east of said Keystone Avenue, in the City of Indianapolis, which is more specifically described as follows: Beginning at a point where the center line of the present switch or sidetrack of the Central Veneer Company intersects the west line of Keystone Avenue, the same being 106.5 feet north from a point where the west line of Keystone Avenue intersects the north line of Bloyd Avenue; thence in an easterly direction 331 feet across Keystone Avenue and the first alley east of said Keystone Avenue to the west line of Hazel Street, 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 Keystone Avenue and the first alley east of Keystone 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 Keystone Avenue and the first alley east of Keystone Avenue, in the City of Indianapolis, all as shown by the drawing attached hereto, filed herewith and for greater certainty marked "Exhibit A." Said contract shall be void if said work is not completed within one year.

In Witness Whereof, We have hereunto set our hands this _____ day of October, 1920.

CENTRAL VENEER COMPANY,
Per HERMAN J. BARNARD, V.-Pres.,
Party of the First Part.

Witness:

CITY OF INDIANAPOLIS,

By GEO. LEMAUX, *President*,
 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.

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

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

By Mr. Brown:

GENERAL ORDINANCE NO. 96, 1920.

An Ordinance amending Section 2 of General Ordinance No. 124, 1919, and declaring 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 2 of General Ordinance No. 124, 1919, be and the same is hereby amended to read as follows: Section 2. That Subdivision B of Section 5 of General Ordinance No. 76, 1919, be and the same is hereby amended to read as follows: Section 5. For the Department of Public Works. (b) For the City Civil Engineer's Force: The City Civil Engineer, thirty-five hundred dollars per year. The City Civil Engineer for track elevation, in addition to the above regular salary, four thousand dollars per year. (The City Civil Engineer may employ at his own expense an assistant civil engineer for the work of said track elevation.) The First Assistant City Civil Engineer, two thousand two hundred eighty dollars per year. The Second and Third Assistant City Civil Engineers, two thousand dollars per year each. The Fourth Assistant City Civil Engineer, eighteen hundred dollars per year. Each Transit Man, sixteen hundred twenty dollars per year. Each Leveler, not to exceed twelve hundred dollars per year. The Chief Draftsman, eighteen hundred dollars per year. Each Draftsman, Class "A," fifteen hundred dollars per year. Each Draftsman, Class "B," twelve hundred dollars per year. Each Draftsman, Class "C," ten hundred and eighty dollars per year. Each Rodman, ten hundred and eighty dollars per year. Each Chairman, ten hundred and eighty dollars per year. The Chief Clerk, sixteen hundred and twenty dollars per year. Each Assistant Clerk, twelve hundred

dollars per year. Stenographic Clerks, twelve hundred dollars per year each. Stenographers, ten hundred and eighty dollars per year each. The Chief Inspector, two thousand dollars per year. Each Assistant Chief Inspector, eighteen hundred dollars per year. Each Inspector, Class "A," thirteen hundred twenty dollars per year. Each Inspector, Class "B," fifteen hundred dollars per year. The Engineering Chemist, twenty-four hundred dollars per year. The Assistant Engineering Chemist, fifteen hundred dollars per year. Each Inspector and Assistant in Laboratory, Class "A," twelve hundred dollars per year. Each Inspector and Assistant in Laboratory, Class "B," ten hundred and twenty dollars per year.

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

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

ORDINANCE ON SECOND READING.

Mr. Peake called for General Ordinance No. 91, 1920, for second reading. It was read a second time.

Mr. Peake moved that General Ordinance No. 91, 1920, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 96, 1920, was read a third time and passed by the following vote:

Ayes, 7, viz.: Messrs. Brown, Carnefix, Furniss, Kirsch, Miller, Peake and President G. G. Schmidt.

On motion of Mr. Carnefix further consideration of General Ordinance No. 84, 1920, was made a special order of business for the first regular meeting in February, 1921.

By Mr. Carnefix:

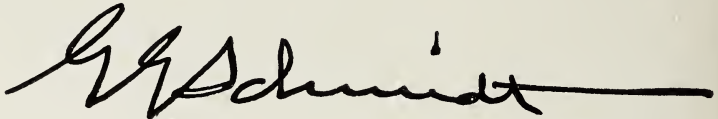
Indianapolis, Indiana, Nov. 1, 1920.

Mr. President:

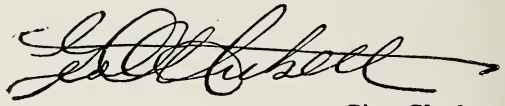
I move that the President appoint a committee to assist the Board of Public Works and the Street Car Company in relieving traffic congestion in the downtown district. Carried.

President Schmidt stated that he would appoint this committee at the next session of the Common Council.

On motion of Mr. Furniss the Common Council at 8:40 o'clock P. M. adjourned.


President.

Attest:


City Clerk.