

MONDAY EVENING, OCTOBER 22, 1923.

At 7:30 p. m. o'clock, Monday, October 22, 1923, President King called the Council to order.

The Clerk called the roll.

Present: The Hon. John E. King, President of the Common Council, and six members, viz.: Messrs. Bernd, Bramblett, Buchanan, Clauer, Thompson and Wise.

Absent: Messrs. Claycombe and Ray.

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

By the Board of Public Works:

GENERAL ORDINANCE NO. 136, 1923

AN ORDINANCE ratifying, confirming and approving a certain contract made and entered into on the 22nd day of October, 1923, between the City of Indianapolis, by and through its Board of Public Works with the approval of its Mayor, and the Hoosier Roofing Company of the City of Indianapolis, Indiana, for the repair of the roof of the City Hall Building of the City of Indianapolis for the sum of Ten Thousand Sixty-eight (\$10,068.00) Dollars, and declaring a time when the same shall take effect.

WHEREAS, heretofore on the 22nd day of October, 1923, the City of Indianapolis by and through its Board of Public Works with the approval of its Mayor, entered into a certain contract and agreement with the Hoosier Roofing Company of the City of Indianapolis, Indiana, for the repair of the roof of the City Hall Building of the City of Indianapolis, Indiana, which contract is in the words and figures as follows, to-wit:

CONTRACT

This agreement made and entered into this 22nd day of October, 1923, by and between the Hoosier Roofing Company of the City of Indianapolis, County of Marion, and State of Indiana, party of the first part, and the City of Indianapolis, County of Marion and State of Indiana, by and through its Board of Public Works with the approval of its Mayor, party of the second part, under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporation" approved March 5th, 1905, and all amendatory and supplementary acts thereof:

WITNESSETH, that the party of the first part covenants and agrees to remove the present copper roof from the City Hall Building of the City of Indianapolis and furnish and apply a Johnson-

Manville Standard Asbestos Built-Up roof laid in accordance with their specifications for a class "A" roof and furnish and install new gutters, skylights and sheet metal work, all to be done in accordance with the specifications prepared by Mr. Frank Hunter, architect, and Resolution No. 262, and said party of the first part covenants and agrees to cover the entire ends of skylights and ventilators, which are at present time covered with stucco, with sixteen (16) ounce copper.

Said party of the second part agrees to pay for said labor and material the sum of Ten Thousand Sixty-eight (\$10,068.00) Dollars to be paid as follows: On the 10th of each month 85% of the labor and material furnished during preceeding calender month to be paid in compliance with architect's certificate, and balance of 15% to be paid when work is completed, inspected and approved by Frank Hunter, architect, and acceptance of the same by the Board of Public Works.

The first party hereto further expressly covenants and agrees that in the prosecution of said work all proper skill and care will be exercised; that said party of the first part will properly and fully guard and protect all dangerous places, and will use all due and proper precaution to prevent injury to any property, person or persons, what or whomsoever; that in the event of any injury or damage resulting from the work as it progresses after ten (10) days' notice in writing of any defective condition or resulting from any matter or thing connected therewith or arising therefrom to any person or property it will pay and liquidate the same at its own expense and assume the liability therefor; and in the event of any claim or claims being made or of any action or actions being brought against the city by reason or on account of or growing out of said work or its construction or any defects therein or any condition or thing connected therewith, whether such claim or claims, action or actions, arise during the progress of the work the said party of the first part hereto will, at its own expense, defend the same and will pay any just recovering therein, and will in all respects fully indemnify and save harmless said city, its officers, agents and representatives therein from all costs, expense, payment or just recovery in connection with such claim or claims, action or actions. And it is further expressly understood and agreed and made a condition hereto that any judgment rendered against said city as aforesaid when notice of the pendency of such action shall have been given to said party of the first part hereto, shall be conclusive against said party of the first part and against the surety on the first party's bond as to the amount, liability and other things pertaining thereto.

It is further agreed by and between said parties that the acceptance of the work provided for in this contract or the payment therefor shall not constitute a waiver on the part of the city of any of the provisions of the contract nor shall it release said party of the first part or the sureties on its bonds for the faithful performance thereof, nor shall the acceptance be prima facie evidence of the performance of any provisions of such contract except to the extent of entitling the said party of the first part to recover the contract price therefor.

Said work shall be completed according to the terms of the contract on or before the 30th day of January, 1924, unless said time be extended in writing by the Board of Public Works of said city.

Any extension or extensions of time granted shall in no way effect the duties, liabilities or obligations or the said party of the first part or its sureties.

The party of the first part guarantees its said work and material for a period of three (3) years against and defects of material or workmanship and agrees to take care of all leaks and any other defects that may appear within said period of time without any expense to the City of Indianapolis.

Said party of the first part further contracts and agrees to pay any and all moneys due to any contractor or any person or persons furnishing any material whatever, for said work and to pay in full any laborers employed for any work done in the prosecution of the work under this contract.

It is further provided and stipulated that the party of the first part shall give to the residents of said city and county preference in the employment of all labor necessary in the performance of this contract and failing to do so shall forfeit to said city the sum of Ten (\$10.00) Dollars for each failure to observe this stipulation.

The party of the first part here agrees upon demand by the Board of Public Works to execute and deliver to the Board a bond in such penalty as required by such Board, conditions upon the completion and execution of this contract according to the specifications herein adopted and made a part of this contract.

Of each of the conditions and stipulations of this contract, including all and singular the provisions of the specifications and blue prints aforesaid, the undersigned each for itself binds itself, its successors and assigns.

It is agreed and understood that the City of Indianapolis shall not be bound in any manner by this agreement until the same has been approved by the Common Council of the City of Indianapolis.

In testimony whereof, we, the foregoing named parties, hereunto set our hands in duplicate this 22nd day of October, 1923.

HOOSIER ROOFING COMPANY,

By R. S. Graham, Secy-Treasurer.

Party of the first part.

CITY OF INDIANAPOLIS.

By Charles E. Coffin

W. H. Freeman

M. J. Spencer

Board of Public Works,

Party of the second part.

Approved:

S. L. SHANK, Mayor.

WHEREAS, said contract and agreement has been submitted by said Board of Public Works of the City of Indianapolis to the Common Council of said city for its action thereon,
Now Therefore, Be it Ordained by the Common Council of the City of Indianapolis, Indiana:

Section 1. That the foregoing contract and agreement made and entered into on the 22nd day of October, 1923, by the City of Indianapolis, by and through its Board of Public Works with the approval of its Mayor, and the Hoosier Roofing Company of Indianapolis, Indiana, be and the same is hereby in all things ratified, 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 Works.

INTRODUCTION OF MISCELLANEOUS BUSINESS.

At 8:00 o'clock p. m. a public hearing was held on General Ordinances No. 96, and 123, 1923.

ORDINANCES ON SECOND READING.

Mr. Thompson called for Appropriation Ordinance No. 38, 1923, for second reading. It was read a second time.

Mr. Thompson moved that Appropriation Ordinance No. 38, 1923, be ordered engrossed, read a third time and placed upon its passage. Carried.

Appropriation Ordinance No. 38, 1923, was read a third time and passed by the following vote:

Ayes, 7, viz.: Messrs. Bernd, Bramblett, Buchanan, Clauer, Thompson, Wise and President John E. King.

Mr. Thompson called for General Ordinance No. 111, 1923, for second reading. It was read a second time.

Mr. Thompson moved that General Ordinance No. 111, 1923, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 111, 1923, was read a third time and passed by the following vote:

Ayes, 7, viz.: Messrs. Bernd, Bramblett, Buchanan, Clauer, Thompson, Wise and President John E. King.

Mr. Thompson called for General Ordinance No. 112, 1923, for second reading. It was read a second time.

Mr. Thompson moved that General Ordinance No. 112, 1923, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 112, 1923, was read a third time and passed by the following vote:

Ayes, 7, viz.: Messrs. Bernd, Bramblett, Buchanan, Clauer, Thompson, Wise and President John E. King.

Mr. Thompson called for General Ordinance No. 115, 1923, for second reading. It was read a second time.

Mr. Thompson moved that General Ordinance No. 115, 1923, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 115, 1923, was read a third time and passed by the following vote:

Ayes, 7, viz.: Messrs. Bernd, Bramblett, Buchanan, Clauer, Thompson, Wise and President John E. King.

Mr. Thmopson called for General Ordinance No. 116, 1923, for second reading. It was read a second time.

Mr. Thompson moved that General Ordinance No. 116, 1923, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 116, 1923, was read a third time and passed by the following vote:

Ayes, 7, viz.: Messrs. Bernd, Bramblett, Buchanan, Clauer, Thompson, Wise and President John E. King.

Mr. Thompson called for General Ordinance No. 119, 1923, for second reading. It was read a second time.

Mr. Thompson moved that General Ordinance No. 119, 1923, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 119, 1923, was read a third time and passed by the following vote:

Ayes, 7, viz.: Messrs. Bernd, Bramblett, Buchanan, Clauer, Thompson, Wise and President John E. King.

Mr. Thompson called for General Ordinance No. 124, 1923, for second reading. It was read a second time.

Mr. Thompson moved that General Ordinance No. 124, 1923, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 124, 1923, was read a third time and passed by the following vote:

Ayes, 7, viz.: Messrs. Bernd, Bramblett, Buchanan, Clauer, Thompson, Wise and President John E. King.

Mr. Bernd called for General Ordinance No. 121, 1923, for second reading. It was read a second time.

Mr. Bernd moved that General Ordinance No. 121, 1923, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 121, 1923, was read a third time and failed to pass by the following vote:

Ayes, 1, viz.: Mr. Clauer.

Noes, 6, viz.: Messrs. Bernd, Bramblett, Buchanan, Thompson, Wise and President John E. King.

Mr. Bernd, called for General Ordinance No. 88, 1923, for second reading. It was read a second time.

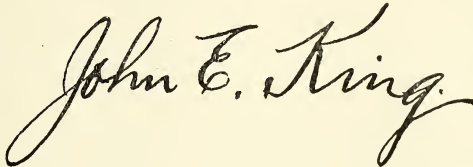
Mr. Bernd moved that General Ordinance No. 88, 1923, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 88, 1923, was read a third time and failed to pass by the following vote:

Ayes, 3, viz.: Messrs. Bernd, Bramblett, and Wise.

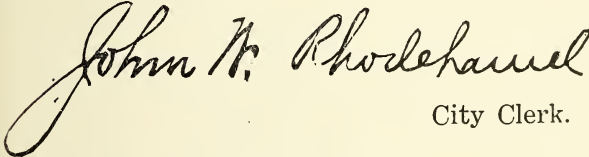
Noes, 4, viz.: Messrs. Buchanan, Clauer, Thompson and President John E. King.

On motion of Mr. Bernd, the Common Council, at 9:30 o'clock p. m., adjourned.



Attest:

President.



City Clerk.