

REGULAR MEETING

The Common Council of the City of Indianapolis met in the Council Chamber, Monday evening, May 5, 1924, at 7:30 o'clock in regular session, President Walter W. Wise in the chair.

Present, the Hon. Walter W. Wise, President of the Common Council, and six members, viz.: Messrs. Benrd, Bramblett, Clauer, Claycombe, King and Ray.

Absent, Messrs. Buchanan and Thompson.

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

COMMUNICATIONS FROM THE MAYOR.

May 3, 1924.

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

Gentlemen—I have today approved, signed and delivered to John W. Rhodehamel, City Clerk, the following ordinances:

GENERAL ORDINANCE NO. 23, 1924, an ordinance ratifying, confirming and approving a certain contract made and entered into on the 15th. day of February, 1924, by and between the City of Indianapolis by and through its Board of Public Works with the approval of its Mayor, party of the first part, and the Standard Oil Company of Indiana, a corporation organized and existing under and by virtue of the laws of the State of Indiana, party of the second part, whereby the party of the first part agrees to buy through the party of the second part, certain petroleum products as the party of the first part may need for the use at Indianapolis, Indiana, and declaring a time when the same shall take effect.

GENERAL ORDINANCE NO. 24, 1924, an ordinance authorizing the alienation and conveyance of the following described real estate situated in Marion County, State of Indiana, to-wit: Parts of lots 25, 26 and 27 of Blake and Ray's subdivision of outlots 146 and 148, said real estate belonging to the City of Indianapolis for public and governmental purposes and no longer needed for said purposes, requests the Judge of the Circuit Court to appoint appraisers for such property, and fixing the time when the same shall take effect.

GENERAL ORDINANCE NO. 26, 1924, an ordinance to amend General Ordinance No. 114, 1922, entitled "An Ordinance dividing the City of Indianapolis into districts for the purpose of regulating and restricting the location of trades, callings, industries, commercial enterprises and the locations of buildings designed for specific uses, of classifying regulating and determining the area of front, rear and side yards and other open spaces about buildings; of regulating

and determining the use of land and lot areas within such city; of creating a board of zoning appeals; defining certain terms used in said Ordinance; providing a penalty for its violation and designating the time when the same shall take effect," and fixing the time when the same shall take effect.

GENERAL ORDINANCE NO. 32, 1924, an ordinance to license the use of billard and pool tables where a fee is charged.

GENERAL ORDINANCE NO. 33, 1924, an ordinance authorizing the sale of two hundred eighty (280) bonds of One Thousand (\$1,000.00) Dollars each of the City of Indianapolis payable from the General Revenue and funds of said city or from the sinking fund of said city or as may be required by law for the purpose of purpose of procuring money to be used for the purpose of, to construct a connecting corridor, a detention ward, to dig wells to furnish the water supply for the City Hospital, for the completion of the third and fourth floors of the nurses home and for general repairs of and remodeling the old hospital building, and for the equipping the same; providing for legal notice, providing for the time and manner of advertising sales of bonds and all receipts of bids for the same, together with the mode of terms of sale, appropriating the proceeds of said sale of bonds to the Department of Health and Charities of said city and fixing the time when the same shall take effect.

GENERAL ORDINANCE NO. 38, 1924, an ordinance amending section 4 of General Ordinance No. 64, 1921, the same being an ordinance pertaining to the maintenance and construction of privy-vaults and waterclosets within the City of Indianapolis, providing a time when the provisions of said ordinance No. 64, 1921, shall be complied with, fixing a time when this ordinance shall take effect.

GENERAL ORDINANCE NO. 40, 1924, an ordinance to amend General Ordinance No. 156, 1923, an ordinance regulating vehicle traffic in the City of Indianapolis, Indiana.

APPROPRIATION ORDINANCE NO. 4, 1924, an ordinance appropriating the sum of Twenty Three Hundred (\$2300.00) Dollars to a fund in the Building Department under the Department of Public Safety to be known as the "Automobile and Transportation Fund" and declaring a time when the same shall take effect.

APPROPRIATION ORDINANCE NO. 7, 1924, appropriating the sum of Four Hundred Eighty (\$480.00) Dollars to the salary fund of the Department of Buildings under the Department of Public Safety, and declaring a time when the same shall take effect.

SPECIAL ORDINANCE NO. 6, 1924, an ordinance changing the name of certain streets and parts of streets in the City of Indianapolis, Indiana, and fixing the time when the same shall take effect.

Very truly yours,
LEW SHANK,
Mayor.

REPORTS FROM CITY OFFICERS.

From the City Controller:

May 5, 1924.

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

Gentlemen—At the request of the Board of Public Works I am submitting to you a communication from the Board of Public Works, and also one from the Street Commissioner requesting the passage of an ordinance transferring the sum of \$830.00 from the Fountains and Wells Department Maintenance and Supplies Fund in the Street Commissioner's Office in the Department of Public Works, to a fund to be created and known as "The Fountain and Wells Repairs Fund" in the Street Commissioner's Office in the Department of Public Works and re-appropriating the same to the latter fund.

I respectfully recommend the passage of this ordinance.

Yours truly,

JOS. L. HOGUE,
City Controller.

May 5, 1924.

Mr. Joseph L. Hogue,
City Controller,
City of Indianapolis.

Dear Sir—At the request of the Board of Public Works I herewith submit to you an ordinance transferring the sum of \$830.00 from the Fountain and Wells Department Maintenance and Supplies Fund in the Street Commissioner's office of the Department of Public Works to a fund to be created and known as "The Fountain and Well Repairs Fund" in the Street Commissioner's office in the Department of Public Works and re-appropriating the same to the latter fund.

Also at the request of the Board of Public Works I am submitting herewith a communication from the Street Commissioner and ask that you submit the ordinance to the Common Council for passage with your approval.

Respectfully,

ELMER WILLIAMS,
Clerk Board of Public Works.

April 26, 1924.

Honorable Board of Public Works,
City of Indianapolis.

Gentlemen—Moneys to the amount of \$830.00 appropriated to the Fountain and Wells Department Maintenance and Supplies, should (by recommendation of Accountants) be reappropriated and said fund be named "Fountain and Wells Repairs."

The undersigned respectfully petitions your Honorable Board to have ordinance prepared transferring said \$830.00 from Fountain and Wells Department Maintenance and Supplies to Fountain and Wells Repair Fund.

Respectfully yours,

MARTIN J. HYLAND,
Street Commissioner.

Approved: W. H. Freeman
M. J. Spencer

Board of Public Works.

From the Board of Public Works:

May 5, 1924.

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

Gentlemen—At the request of the Board of Public Works I am submitting to you for passage an ordinance fixing the compensation of certain employees of the City of Indianapolis, and declaring a time when the same shall take effect.

I am also enclosing a communication from the Street Commissioner.

Yours truly,

ELMER WILLIAMS,
Clerk Board of Public Works.

April 21, 1924.

Honorable Board of Public Works,
City of Indianapolis.

In Re-Carpentars Wage Scale:

Our former letter referring to the new wage adjustment was based upon wrong information. We therefore submit herewith corrected wage scale as follows:

Painters	\$1.05 per hour
Carpenters	1.05 per hour
Foreman	1.15 per hour

The above scale holds good until July 1, 1924, after which date the wages for carpenters and carpenter foreman will advance 10 cents per hour, painters scale remaining the same.

Thus, after July 1, 1924, the scale for carpenters and carpenter foreman will be:

Carpenters	\$1.10 per hour
Foreman	1.20 per hour

Your approval and the proper order to the legal department for the preparation of an ordinance embodying the above are respectfully solicited.

Respectfully yours,

MARTIN J. HYLAND,
Street Commissioner.

Approved: W. H. Freeman
M. J. Spencer
Board of Public Works.

May 5, 1924.

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

Gentlemen—At the request of the Board of Public Works I enclose herewith copies of an ordinance for passage authorizing the alienation and conveyance of the following described real estate in Marion County, State of Indiana, to-wit:

Lot No. 215 in McCarty's Seventh West Side Addition to the City of Indianapolis, located at Drover Street (now known as White River Parkway, West Drive) and River Ave.

Respectfully,

ELMER WILLIAMS,
Clerk Board of Public Works.

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CITY OF INDIANAPOLIS, IND.

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May 5, 1924.

Mr. John W. Rhodehamel,
City Clerk,
City of Indianapolis.

Dear Sir—We submit herewith for transmission to the Common Council, a contract between the Board of Public Works and the Merchants Heat & Light Company for street lighting, City of Indianapolis.

Very truly yours,
ELMER WILLIAMS,
Clerk Board of Public Works.

From the Commission of Buildings:

May 2, 1924.

Walter Wise, President,
Indianapolis Common Council,
City of Indianapolis.

Dear Sir—We herewith hand you fourteen copies of an amendment to the Building Code which covers:

1. The definition of a hotel.
2. The approval of plans.
3. Small garages in the outer fire district, which at present must be made out of heavy construction which works a hardship.
4. Providing for the closing of windows on the property line because they are a hazard from the fire fighting standpoint.
5. Providing that metal ties can be used in certain masonry walls.
6. Providing for complete Blue Prints on practically all construction work.
7. Providing that Blue Prints and Building License be on each job order that our inspectors may be able to check up more closely on the construction work.

This Department recommends this ordinance as it covers points that we have absolutely very little control over at present. This ordinance will increase the efficiency of our Department very extensively.

Very truly yours,
FRANCIS F. HAMILTON,
Commissioner of Buildings.

May 2, 1924.

Walter Wise, President,
Indianapolis Common Council,
City of Indianapolis.

Dear Sir—We herewith hand you fourteen copies of a general ordinance covering a complete code on Concrete Blocks and ask that you transmit the same to the Council.

This Department recommends the passage of this ordinance as it covers numerous points of construction which we are unable to enforce at present due to the lack of law.

Very truly yours,
FRANCIS F. HAMILTON,
Commissioner of Buildings.

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

By the City Controller:

GENERAL ORDINANCE NO. 42, 1924.

AN ORDINANCE transferring the sum of Eight Hundred Thirty (\$830.00) Dollars from the Fountain and Wells Department Maintenance and Supplies Fund in the Street Commissioner's office in the Department of Public Works to a fund to be created and known as "The Fountain and Wells Repair Fund" in the Street Commissioner's office in the Department of Public Works, reappropriating the same to the latter fund 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 the sum of Eight Hundred Thirty (\$830.00) Dollars from the Fountain and Wells Department Maintenance and Supplies Fund in the Street Commissioner's office in the Department of Public Works be and the same is hereby transferred to and reappropriated to the fund herein created and known as "The Fountain and Wells Repairs Fund" in the Street Commissioner's office in the Department of Public Works.

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.

By the Board of Public Works:

GENERAL ORDINANCE NO. 43, 1924.

AN ORDINANCE fixing the compensation of certain employees of the City of Indianapolis, 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 all employees of the City of Indianapolis hereinafter enumerated shall receive the compensation named and fixed in this ordinance for the positions held by each of them respectively as follows, to-wit:

FROM THIS DATE UNTIL JULY 1ST, 1924

Painters, per hour	\$1.05
Carpenters, per hour	\$1.05
Foremen, per hour	\$1.15

AFTER JULY 1ST, 1924

Carpenters, per hour	\$1.10
Foremen, per hour	\$1.20

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.

By the Board of Public Works:

GENERAL ORDINANCE NO. 44, 1924.

AN ORDINANCE ratifying, confirming and approving the contract entered into on the 30th day of April, 1924, between the Merchants Heat & Light Company and the City of Indianapolis, Indiana, by and through its Board of Public Works with the approval of its Mayor, for lighting public streets, places and buildings, and for furnishing electric current for power.

WHEREAS, heretofore, to-wit: on the 30th day of April, 1924, the City of Indianapolis by and through its Board of Public Works, with the approval of its Mayor, entered into the following contract and agreement with the Merchants Heat & Light Company, to-wit:

CITY OF INDIANAPOLIS—BOARD OF PUBLIC WORKS—
DEPARTMENT OF ENGINEERING
SPECIFICATIONS FOR STREET LIGHTING

1. Notice to Contractors.
2. Form of Agreement.
3. Form of Proposal.
4. Detail Specifications.
5. Specifications for Street Signs.
6. Plans No. A—144, B—145, C—146, D-147 for light standards.
7. Plan No. 150 for Street Signs.

Approved March 19, 1924.

J. L. ELLIOTT,
City Civil Engineer.

Approved....., 1924.

CHARLES E. COFFIN
W. H. FREEMAN
M. J. SPENCER
Board of Public Works.

NOTICE TO CONTRACTORS

1. Sealed proposals for the lighting of streets, avenues, alleys, subways, squares, bridges and public places with electric lamps and furnishing current for incandescent lights and power for certain public buildings in the City of Indianapolis will be received by the Board of Public Works of the City of Indianapolis at their office in the City Hall until 2 o'clock p. m. of April 18th, 1924, at which place and hour they will publicly be opened and read. The bids will then be submitted to the City Civil Engineer for computation and examination. Upon receipt of his report as to the rates of the different bids, the Board will proceed without unnecessary delay to award the contract for the work on the lowest and best responsible bid.

RIGHT TO REJECT BIDS

2. The Board expressly reserves the right to reject any or all bids.

FORMS

3. All bids, also the bond, filed by those to whom the contract may be awarded, must be made upon the blank forms provided therefor by the Board of Public Works.

SIGNATURES AND AFFIDAVIT

4. Each bid must be signed in ink by the person or authorized officer or member of the firm or corporation making the bid. The affidavit of non-collusion must be made upon blank form provided therefor by the Board of Public Works. This affidavit must be made by the bidder or some officer or member of the firm or corporation making the bid, and if made by a member of the firm or corporation, must show that the affidavit is made on behalf of the bidder.

FILING BIDS

5. 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. No proposal presented after this time will be accepted and permission will not be given to withdraw, modify, explain or correct any figures or signature or description in any such bid, certified check or affidavit.

PRICES

6. The prices must be stated in figures and must be so distinctly expressed that there can be no doubt as to the meaning of the same. Illegible figures will invalidate the proposal. Bidders must divide their bids into the prices as called for on the "Proposal Sheet" furnished by the Board of Public Works. Alternate bids not called for on the Proposal Sheet will not be considered by the Board.

CERTIFIED CHECK

7. Each bidder shall file with his proposal or bid a certified check on any solvent bank of the City of Indianapolis for the sum of Twenty-five Thousand Dollars (\$25,000.00), payable to the order of the Board of Public Works of the City of Indianapolis, Indiana. No bid will be considered unless accompanied by such check. Such check submitted with bid shall be so delivered to the Board of Public Works with an agreement between the Board of Public Works on behalf of the City of Indianapolis and the bidder that in case the said bidder, to whom a contract is awarded in accordance with the accompanying specifications, executes said contract and files a bond as required by said specifications with a surety approved by the Board of Public Works, then said check shall be returned to the bidder, but if the party to whom the contract is awarded fails to enter into contract with the City of Indianapolis, through the Board of Public Works, within a period of ten (10) days after the final award by the Board of Public Works, then, in such case, the said check shall pass to and become the property of the City of Indianapolis, Indiana, as agreed and liquidated damages for failure of said party to execute and consummate the contract awarded. Certified checks of unsuccessful bidders shall be returned to them immediately upon awarding the contract to the party who shall make the successful bid or upon the rejection of all bids.

CONTRACT AND BOND

8. The successful bidder, at the time of signing the contract, copy of which is attached, will be required to furnish a bond in the sum of One Hundred Thousand (\$100,000.00) Dollars with surety to the approval and satisfaction of the Board of Public Works of the City of Indianapolis, conditioned that the said bidder shall perform said contract according to the terms therein and according to the specifications and the proposal of the bidder, which instruments shall form a part of the contract. Said bond, it is understood, shall extend for the full term of the contract but the contractor shall furnish and deliver a new bond whenever the surety, or sureties, on the bond then existing shall be deemed by the Board to be insufficient and unsatisfactory. The contractor shall not, either legally or equitably, assign any of the moneys payable under the contract or his claims there to unless by and with the consent of the Board of Public Works.

ABILITY

9. Persons, firms or corporations submitting propositions shall demonstrate to the satisfaction of the Board of Public Works that they have the proper facilities, expert workmen, necessary capital and experience to execute the contract in a proper manner; otherwise their bids will not be considered.

TERM OF CONTRACT

10. The term of the contract shall be ten years, and shall begin at noon April 1st, 1925, and shall terminate at noon April 1st, 1935.

PAYMENTS.

11. Payments shall be made by the City in monthly installments; the amount due for services for any one month shall be due and payable on the 10th day of the succeeding month.

MAP OF LAMP LOCATIONS

12. Within sixty (60) days after the award of the contract the Board of Public Works shall furnish the successful bidder a map showing location of the different lights to be installed under the proposed contract.

COMPLIANCE WITH PROVISIONS

13. All bids failing to comply with the provisions set forth herein will be rejected by the Board of Public Works.

THIS MEMORANDUM OF AGREEMENT, made and entered into, in duplicate, this 30th day of April 1924, by and between the Merchants Heat & Light Company, hereinafter called the Company, and the City of Indianapolis, County of Marion, State of Indiana, by and through its Board of Public Works, hereinafter called the Board, under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations", approved March 6, 1905, and all acts supplemental or amendatory, thereto,

WITNESSETH:

1. AGREEMENT.

That the company, in consideration of the payments of the several sums of money, as hereinafter set forth, hereby covenants and

agrees to furnish and supply said City of Indianapolis, in its corporate capacity, with electric lights of the number, kind and standard hereinafter specified, and furnish and supply current for light and power upon conditions and stipulations and subject to the limitations as hereinafter set forth.

2. COMPANY TO FURNISH EQUIPMENT.

That the Company shall furnish for use in performance of this contract, all necessary materials, labor, plant, machinery and appliances, and construct, operate and maintain the same in such streets, avenues, alleys, subways and public places in said city in such manner as the Board may from time to time direct during the life of this contract; Provided, however, that the number of lights to be operated and maintained by the Company shall not be at any time less than the amount set forth in the specifications attached thereto and made part of this contract.

3. TERM OF CONTRACT.

That the contract term for lighting the streets, avenues, alleys, and public places of the city as herein provided, shall begin at 12 o'clock noon, on the 1st day of April 1925, and continue for and during the term of ten (10) years ending at 12 o'clock noon, on the 1st day of April 1935.

4. COMMENCEMENT OF WORK ON INSTALLATION.

That the preparations for carrying out this contract shall be commenced at once on the approval of the contract by the Common Council of the City of Indianapolis by ordinance, and shall be carried on regularly thereafter with such force and in such manner as will provide for the completion of such preparations and the making of satisfactory tests in ample time, so as to assure the un-interrupted lighting of streets, avenues, alleys, subways and public places in the City of Indianapolis, under this contract and as herein specified on and continuously after the 1st day of April 1925. And the Company further agrees that if said lighting is not commenced on the 1st day of April 1925, as above stipulated and agreed, then the Company shall pay to the City as ascertained and liquidated damages; the sum of Five Hundred (\$500.00) Dollars per day for each and every day thereafter that said lighting is not performed: Provided, however, should this contract not be approved by the Public Service Commission of the State of Indiana, within thirty (30) days after it has been signed and entered into by the parties hereto, an extension of time shall be given equal to the number of days over and above the said period of thirty (30) days that shall be and remain so unapproved.

It is understood and agreed that this agreement is not binding on the City until it has been approved and ratified by the Common Council of the City of Indianapolis by ordinance as by law required.

5. WORK IN STREETS MOVING POLES.

That the work of construction or repair of such part of the Company's plant as is located in the streets, avenues, alleys, subways and public places, including the cutting into and repair of streets and payments, the location or re-location of lines, lamps and poles, and the construction of conduits, shall be done under the supervision

and subject to the approval of the Board and the Board shall have the right to employ such inspectors as may be necessary to inspect the work being done, the rate of pay to be One Hundred Twenty-five (\$125.00) Dollars per month. The expense of the employment of such necessary inspectors shall be paid by the Company to the City Controller of the City upon demand, and if not promptly paid may be deducted from the moneys due, or which may become due to the Company. And the right is hereby reserved by the City to order any change or changes made from time to time, in any part of the Company's plant located in the streets, alleys, avenues, and public places when in the way of any public improvements of the City, and to change the locations of individual posts and guy stubs when necessitated by any private conveniences within the judgment of the Board, all such changes to be made by and at the expense of the Company: Provided, when posts and guy stubs have one been located with the approval of the Board, any change of location hereafter ordered by the Board because necessitated by private convenience shall be made at the expense of the party requesting such change, as the Board may determine at the time of ordering the change, and when the change is to be made at the cost of the person desiring or requesting the same, such person shall pay to the Company the expense thereof, the same to be estimated and determined by the Board in its order before such change shall be required to be made. In case the Company shall neglect or refuse to obey such orders of the Board, the Board is hereby authorized to perform such work and charge the costs thereof to the Company and may deduct the same from any moneys due or which may become due the Company. And the Company agrees that it will restore or cause to be restored, all streets, avenues, alleys and public places to the same condition after the completion of its work as they were in before being disturbed; that it will at all times make or cause to be made any and all repairs which may be necessary to any pavement or any street, avenue, alley or public place by reason of the same having been excavated or disturbed by the Company in the prosecution of its work; that it will not enter into any street, avenue, or alley or public place without having first prepared and filed with the Board, maps, plans and specifications, showing what is contemplated, and obtain the written consent, approval and permit of the Board thereto.

6. PROTECTION ON WORK.

That the Company shall not at any time open or encumber any more of the streets, avenues, alley or public place than shall be necessary to enable it to perform the work of laying its wires, conduits, cables and other appurtenances with proper economy and efficiency and any opening or encumbrance of any such street, avenue, alley or public place, shall not be permitted to remain for a longer period than may be necessary in the judgment of the Board; and the Company shall effectually guard all such openings and encumbrances with such barricades and lights as will prevent accidents or injury to any person by reason thereof.

7. CITY RESERVES RIGHTS IN STREETS.

That the City reserves to itself all rights and powers which are now and may hereafter be vested in its Common Council, Board of Public Works or other officers concerning the regulations or the use of its streets, avenues, alleys or other public places to prevent encumbering the same, to regulate and protect sewers, to control the digging

into and excavating such streets, avenues, alleys or public places and to prohibit injury to the same; and reserves the fullest right to exercise any and all its police powers at any time, and nothing contained herein shall be construed as to in any wise abridge, any of such powers.

8. COMPANY TO CONFORM TO ORDINANCES.

That the Company shall in all operations connected with the work of construction or the lighting herein contemplated and specified, or furnishing current or light hereunder, conform to and obey all city ordinances or laws controlling or limiting in any way the actions of those engaged upon the work or effecting the materials used. And the Company shall take all necessary precautions for the protection of life and property.

9. CONTRACT SUBJECT TO LAWS AND ORDINANCES.

That this contract in all matters not herein specified, shall be subject to the provisions of the acts of the General Assembly of the State of Indiana and the Ordinances of the Common Council of the City of Indianapolis, now in force, so far as they are applicable thereto.

10. INDEMNITY ON PATENTS AND SUITS.

That the Company shall indemnify and save harmless the City of Indianapolis, its officers and employes, from payment of any and all damages, costs, expenses, royalties, patent fees, attorneys' fees or any sum of money whatsoever by reason of any actions, claims, demands or proceeds arising out of any infringement or alleged infringement or use of any patent or patented device, article, system or arrangement that may be used by the Company in the execution of this contract. And the Company agrees to indemnify and save harmless the City of Indianapolis from all suits and actions of any kind or description resulting from the construction, repair, or operation of its plant or suit brought against the City or on account of any acts of omission or commission of the Company or its agent: but the Company shall have reasonable written notice of any action or suit brought against the City on account of any such matters and the right to appear and defend against the same and demand and prosecute appeals therein, and upon such written notice by the City, the Company shall appear and defend such action and pay any costs and any final judgment that may be recovered therein against the City.

11. RATES FOR SERVICE.

That the City of Indianapolis shall pay, and the Company shall receive, as full compensation for each light as specified herein, sums of money as follows:

That the City of Indianapolis shall pay, and the Company agrees to receive as full compensation for the proper execution and completion of the whole work described in the specifications and this contract, the sums of money listed in the Company's proposal attached to and make a part of this agreement, and as adjusted in accordance with the provisions of the specifications.

12. BILLS PAYABLE.

That the rates or sums due the Company for performing service, according to the terms of this contract and the prices hereinbefore

stipulated, shall be due and payable in monthly installments; the amount due for service for any one month due and payable on the tenth day of the succeeding month, and it is fully agreed and stipulated that all forfeitures accruing and due the City for any reason from time to time under this contract, shall first be deducted from the rates or sums to be so paid by the City.

1. PAPERS INCLUDED IN CONTRACT.

That the company's proposal, Notice to Contractors, the following detail specifications, accompanying plans and lighting schedule shall form a part of this contract, and be as binding as though included herein.

14. MEANING OF TERMS.

That whenever the word "Company" is used herein it shall mean the company, its assigns, legal representatives and successors, as the case may be. Whenever the word "City" is used herein, it shall mean the City or the Board of Public Works or other governing body of the city having control of matters covered by this contract.

15. ARBITRATION.

That in the event of any disagreement or controversy arising between the parties hereto as to the interpretation of said specifications or the interpretation or proper execution of this contract, or as to any question or matter whatsoever which may arise or be in dispute under this contract or said specifications, such disagreement or controversy shall be referred to the Board, whose decision shall be final and conclusive unless either or both parties shall within ten (10) days thereafter, appeal from said decision in writing and shall notify the opposite party of such appeal, in which case the said disagreement or controversy shall be referred to the Public Service Commission of the State of Indiana or any other body established by law succeeding to the powers now or hereafter exercised by said Commission and the decision of such Commission or majority thereof shall be final and conclusive upon all the parties hereto.

16. SUBJECT TO PUBLIC SERVICE COMMISSION.

That this contract, including rates and service fixed herein and all amendments thereto and all ordinances passed by the City concerning the subject, matters of the same, shall be in all respects subject to the rules, regulations and orders of the Public Service Commission of the State of Indiana, or any other body established by law, succeeding to the powers now or hereafter exercised by said Commission.

17. AGREEMENT TO TERMS OF CONTRACT.

To each of the terms, conditions, provisions, stipulations and requirements of this contract, the said Company, by its duly authorized officers and representatives, pursuant to an order of its Board of Directors and the City of Indianapolis, by and through its Board of Public Works, do fully agree and bind themselves, their successors and assigns.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals this 30th day of April, 1924.

MERCHANTS HEAT AND LIGHT COMPANY

A. C. Babson, Vice-President

Paul D. Birdsall, Secretary.

CITY OF INDIANAPOLIS,

Charles E. Coffin

W. H. Freeman

M. J. Spencer

Approved:

SAMUEL L. SHANK,

Mayor, City of Indianapolis.

PROPOSAL

For furnishing of electric lights and electric current to the City of Indianapolis for the lighting of the streets, avenues, alleys, subways, squares, bridges, public places and public buildings and grounds for the term of ten years from April 1, 1925.

Having examined the specifications in the office of the Board of Public Works, for the furnishing of the said electric lights and electric current and the agreement to be entered into in case of award of contract to us, we do hereby propose and agree to furnish all materials, tools and labor required to furnish the above named electric lights and electric current for the term of ten years from April 1st, 1925, in strict accordance with the specifications hereto attached and instructions of the Board of Public Works, as therein provided for, and to enter into the agreement hereto attached, as follows:

Prices for furnishing, erecting and maintaining lamps as specified:

1. Two lamp ornamental arc standard including two (2) 6.6 ampere constant current series luminous arc lamps with necessary fixtures and glassware. Standards are to be similar to plan No. A-144 attached to specifications, to be spaced approximately one hundred (100) feet apart on the same side of the street and supplied from underground circuits.

\$135.00 per year of 4000 burning hours.

\$81.00 per year of 2000 burning hours.

2. Single lamp ornamental arc standard including one (1) 6.6 ampere constant current series luminous arc lamp with necessary fixtures and glassware. Standards are to be similar to plan No. B-145 attached to specifications, to be spaced approximately one hundred (100) feet apart on the same side of the street, and supplied from underground conduits.

\$75.00 per year of 4000 burning hours.

\$48.00 per year of 2000 burning hours.

3. Two lamp ornamental series incandescent standard including two (2) 15000 lumen series incandescent lamps with necessary fixtures and glassware. Standards are to be similar to plan No. A-144 attached to specifications, to be spaced approximately one hundred (100) feet apart on the same side of the street and supplied from underground circuits.

\$135.00 per year of 4000 hours.

\$81.00 per year of 2000 hours.

4. Single lamp ornamental series incandescent standard including one (1) 15000 lumen series incandescent lamp with necessary fixtures and glassware. Standards are to be similar to plan No. C-146 attached to specifications, to be spaced approximately one hundred (100) feet apart on the same side of the street and supplied from underground circuits.

\$75.00 per year of 4000 burning hours.
 \$48.00 per year of 2000 burning hours.

5. Single lamp ornamental series incandescent standard including one (1) 15000 lumen series incandescent lamp with necessary fixtures and glassware. Standards are to be similar to plan No. D-147 attached to specifications, to be spaced approximately one hundred (100) feet apart on the same side of the street and supplied from underground circuits.

\$70.00 per year of 4000 burning hours.
 \$43.00 per year of 2000 burning hours.

6. Amount that charges in items 1 to 5 inclusive are to be increased for every ten (10) foot increase in the average spacing of standards over the average of one hundred (100) feet specified \$1.00 per year.

7. Single 15000 lumen series incandenscent lamp with necessary fixtures and glassware supplied from overhead circuits.

\$62.50 per year of 4000 burning hours.
 \$35.50 per year of 2000 burning hours.

8. Credits to be allowed City on prices quoted in items 1, 2, 3, 4, 5 and 7 for incandescent lamp installations when lamps of the following lumen capacity are used in place of the 15000 lumen lamp specified:

	4000 hours	2000 hours
a. 1000 lumen credit	\$48.00	\$25.00 per year per lamp.
b. 2500 lumen credit	41.00	22.00 per year per lamp.
c. 4000 lumen credit	35.00	18.00 per year per lamp.
d. 6000 lumen credit	28.00	15.00 per year per lamp.
e. 10000 lumen credit	15.00	8.00 per year per lamp.

9. Prices for maintaining incandescent street lighting fixtures now owned or to be owned by the City of Indianapolis. This price includes cleaning, painting, replacement of glassware and lamp bulbs and furnishing electrical energy:

	4000 hours	2000 hours
a. 1000 lumen	\$8.91	\$5.39 per year per lamp.
b. 2500 lumen	14.44	8.15 per year per lamp.
c. 4000 lumen	19.70	10.78 per year per lamp.
d. 6000 lumen	25.71	13.78 per year per lamp.
e. 10000 lumen	36.97	19.41 per year per lamp.
f. 15000 lumen	50.79	26.32 per year per lamp.

10. Charge for electrical energy furnished to subway lights, traffic lights or other special street lighting equipment; wattage to be based on meter readings or manufacturers' guaranteed rating; equipment to be maintained by City, or upon order of the Board of

Public Works, by this Company at actual cost plus 15% for overhead and superintendence \$0.03 per kilowatt hour.

11. Charge for electrical current for light and power in the public buildings and grounds as per specifications \$0.03 per kilowatt hour.

The prices in items 1 to 5 inclusive and 7 to 11 inclusive are based upon the existing mining rate and wage scale, the existing Federal and State laws affecting the mining industry and the coal freight rates, which are in effect at the date of making of this proposal.

For each and every ten cents (10c) increase or decrease in the price of coal per ton of 2000 pounds, caused by changes in the above standard conditions, the bids in items 1 to 5 inclusive and 7 to 11 inclusive shall be increased or decreased in accordance with the following table.

ITEM NO. INCREASE OR DECREASE PER YEAR PER LAMP.

1.	.....	\$0.33
2.	.....	0.33
3.	.....	0.33
4.	.....	0.33
5.	.....	0.33
7.	.....	0.33
8-a.	.....	0.04
8-b.	.....	0.09
8-c.	.....	0.14
8-d.	.....	0.21
8-e.	.....	0.34
9-a.	.....	0.04
9-b.	.....	0.09
9-c.	.....	0.14
9-d.	.....	0.21
9-e.	.....	0.34
9-f.	.....	0.33
10.	.....	0.0002 K.W.H.
11.	.....	0.0002 K.W.H.

The above table gives the yearly rate adjustment for varying coal prices based on 4000 burning hours. The rate adjustment for 2000 burning hours shall be one-half the rate adjustment given in above table.

MERCHANTS HEAT AND LIGHT COMPANY

By A. C. Babson, Vice-President and Gen. Mgr.

Paul D. Birdsell, Secretary.

State of Indiana, Marion County, ss:

The undersigned, having executed the attached bid for and in behalf of Merchants Heat and Light Company, being first duly sworn, says: That said bidder has not directly or indirectly entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the price of any contract or work, or to prevent any bidder or bidders from bidding, or to induce any bidder or bidders to refrain from bidding on any contract or work, and that said bid so made is without reference or regard to any other bid or bids and without agreement, understanding or combination,

either directly or indirectly, with any other person or persons with reference to such bidding in any way or manner whatever.

A. C. BABSON

MERCHANTS HEAT AND LIGHT COMPANY

By A. C. Babson, Vice-President and Gen. Mgr.

Subscribed and sworn to this 18th day of April, 1924.

B. E. VAUGHT, Notary Public.

Received certified check deposited with this bid on.....

Signed.....

Contractor

SPECIFICATIONS

BOARD.

1. The words "Board of Public Works" as used in these specifications, refer to the Board of Public Works of the City of Indianapolis, the representative in this contract of the City of Indianapolis. Wherever the words "The Board" are used in the specifications they shall be understood as referring to the aforesaid Board of Public Works.

ENGINEERING.

2. Wherever the word "Engineer" is used in these specifications it shall be understood as referring to the City Civil Engineer of the City of Indianapolis. In case of the absence of the Engineer, or in case he shall so direct the powers and duties herein assigned to him will devolve upon his assistance or inspectors, duly appointed by the Board of Public Works.

CONTRACTOR.

3. Wherever the word "Contractor" is used it shall be understood as referring to the persons, firm or corporation who shall enter an agreement to execute and perform the work, or any part thereof, as herein specified and contemplated or to the authorized representative of said person, firm or corporation.

WORK TO BE DONE DURATION OF CONTRACT.

4. The work to be done under this contract consists of furnishing, placing, operating and maintaining electric lamps of the type or types selected and approved by the Board and all wiring, poles, conduits, fixtures and other appliances that may be necessary and furnishing and supplying electric energy for operating said lamps for the lighting of the streets, avenues, alleys, subways, squares, bridges and public places within the corporate limits of the City of Indianapolis as these limits now are or as they may hereafter be extended during the life of this contract, also the furnishing and supplying of electric energy for incandescent light and for power in public buildings under the control of the Board of Public Works, Board of Public Safety and Board of Public Health and Charities and grounds around the same.

The lighting shall include any and all of the streets, avenues, alleys, subways, squares, bridges and public places within the corporate limits of the City of Indianapolis which the Board of Public Works may elect to have lighted, subject to the conditions herein imposed and during the existence of this contract, which shall be for a term of ten (10) years, beginning the 1st day of April, 1925.

BIDS.

5. Each bidder shall submit his proposal on a copy of the blank form of proposal attached to and made part of the contract to be entered into between the bidder and the City. Proposals not asked for on the blank form of proposal attached will not be considered by the Board.

For the purpose of comparison of bids and for this purpose only the following quantities shall be used:

250 units of item	Number 1	of proposal
500 units of item	Number 2	of proposal
250 units of item	Number 3	of proposal
500 units of item	Number 4	of proposal
1000 units of item	Number 5	of proposal
3000 units of item	Number 7	of proposal

LIGHTING.

6. All lamps shall be lighted and extinguished in accordance with the schedule hereto attached, which shall be approximately 4000 and 2000 hours respectively per calendar year which schedules may be modified from time to time by mutual consent for any or all lamps.

It is the intention of the City generally to operate all lamps on a 4000 hour schedule except in the special cases specified from time to time by the Board. In the case of these lamps, it is desired that approximately half of said lamps shall be extinguished at midnight, or, in other words shall be operated on the 2000 hour schedule. In designating the lamps to be operated on said 2000 schedule due consideration shall be given to the method in which the lighting circuits are laid out. Enough lamps in one district shall be operated at 20000 hours to make up a complete circuit which can be switched on and off from the contractor's substation but a sufficient number of lamps must be kept burning to illuminate the streets properly throughout the night in the judgment of the Board. It is understood that the Contractor shall not be required to provide individual lamps here and there on a 20000 hour schedule while all surrounding lamps may be on the 4000 hour schedule, or vice versa.

MINIMUM OF SERVICE.

7. The total amount of illumination in lumen hours produced and furnished by electric lamps on the streets, avenues, alleys, subways, squares, bridges and public places under this contract shall not be less than the total amount of illumination as measured in lumen hours being produced and furnished by electric lamps, on the streets, avenues, alleys, subways, squares, bridges and public places on March 1, 1924 by the present contractor. The minimum amount of electric current to be used by the City for incandescent lighting and power in public buildings shall be 100,000 kilowatt hours per year.

ADDITIONAL LAMPS.

8. The contractor shall erect and place in operation promptly, such number of lamps as the Board may from time to time order; Provided, that the Board shall not require more additional lamps or extensions in the last year of this contract than the greatest number of additional lamps or extensions required in any other year of this contract and provided, further, that no additional lamps

or extensions shall be required of the Contractor within a period of six (6) months prior to the expiration of this contract without the consent of the Contractor.

If the contractor fails to erect and operate the additional lamps within sixty (60) days after the same are ordered, a deduction shall be made of one (\$1.00) dollar per day for each lamp not so erected and operated, such deduction to be conditioned upon fire, strikes, riot, accident and other unavoidable delays beyond the reasonable control of the Contractor.

In ordering additional lamps and extensions, due consideration shall be given to the method in which the lighting circuits are laid out and to the character and type of lamps being used on those circuits and in that district.

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LIGHTS TO BE DISCONTINUED.

9. The Board shall have the right to discontinue at any time the use of any amp or lamps furnished by the Contractor after thirty (30) days written notice to the Contractor of this intention: Provided, however, that the total number of lumens produced and lamps in service shall never in any year be less than ninety-eight (98) per cent of the number of lumens produced and lamps in service on April 1st of that year. For the purpose of this contract the term year as used herein shall mean the period April 1st to April 1st.

OUTAGES

10. To prevent any remedy outages the Company shall establish and maintain an efficient system of patrol for inspecting all lamps in such streets and ways and any lamp which fails to burn properly shall be promptly reported and put in order, or immediately replaced. For such inspection a sufficient number of men shall be employed to make an examination of each such lamp as often as reasonably required by the Board of Public Works and the Company shall use all due effort to secure such inspection. Any broken globes or reflectors shall be replaced by sound ones as soon as possible after the same are broken, and while any globes or reflectors remain broken and not replaced the lights shall be considered as out, and such outages may be deducted from the price of such lights. The police department will report daily to the Engineer all outages and the duration so far as observed or known by the members of said department and said Engineer shall in books of the City, to be kept in the office of the City Engineer, make and preserve a record of all light outages. The Company shall each day before twelve o'clock noon, make a written report to the City Engineer, stating the number and locations of any lamps extinguished or not burning on the preceding night, if any; the time when each lamp was reported extinguished or not burning, and the time the lamp was re-lighted and started burning, and the said report shall also state the cause of each said lamp being extinguished or failing to burn and if any of the said lamps are extinguished by reason of the failure of the current to supply said lamps, or for any reason, his report shall contain a statement of the cause of such failure to supply current.

For every lamp which is out for more than sixty consecutive minutes the Board of Public Works may impose upon the Contractor a deduction for that night which is equal to one-hundredth of the annual price for said lamp which would have been paid to the Con-

tractor, had the lamp operated satisfactorily. These sums shall be deducted from the amount due or which may become due to the Contractor under any contract of which these specifications may form a part, unless such failures result from causes beyond the control of the Contractor. For every lamp which is out for more than sixty consecutive minutes, from causes beyond the control of the Contractor, the Board may impose upon the Contractor a deduction for that night which is equal to one four-hundredths of the annual price for said lamp, which would have been paid to the Contractor had the lamp been operating.

The foregoing provision, with reference to cause beyond the control of the Contractor, is intended also to provide for the situation which might arise by reason of any order or requirement of the Federal Government, or other authorities duly authorized, limiting or prohibiting the use of electric current for street lighting. In case the order of the government, or duly authorized authority, forbids city lighting in toto, or for any given number of lamps, then no payment shall be made by the City of Indianapolis, for such lamps as are not burning during the period of the order. If the order of the government, or other authority, limits and restricts the burning light during certain hours of the night, then payment shall be made upon basis bid for 2000 hours or midnight service or upon such reasonable proportion of such bid as may be just and reasonable and as agreed upon by the City and the Contractor, or determined by the Public Service Commission of the State of Indiana as provided for in the contract.

Whenever for any cause there is a failure to light the City of Indianapolis, or any districts therein, for a period of one night or more, no payment shall be made by the City for the lamps out during said period.

STANDARD OF PERFORMANCE, TESTS AND PENALTIES

11. The voltage and amperage supplied to each lamp shall be such as to maintain the lamps according to the standard requirements of the manufacturers.

Each lighting circuit shall be equipped with a testing loop at such place and in such manner as the Board and the Contractor shall jointly determine in order that the Board may at any time make tests as to the fluctuations of the current supplied. The Board or their representative shall, at all times have access to the testing loop and to the stations or other places on the Contractor's property where the Board may desire to make inspections or tests. In case of a dispute between the City and the Contractor as to the accuracy of any meter or other instrument used in making tests or measurements of the Contractor's service, said instrument may be tested either in the City's laboratory in the presence of a representative of the Contractor in the Contractor's laboratory in the presence of a representative of the City, at the option of the Board or the Board and the Contractor may agree to have such instrument tested by a laboratory of recognized standing.

The City of Indianapolis shall indemnify and hold the Contractor harmless from all injuries and damages to person and property by reason of said inspections or tests, except for injuries or damages caused by negligence of the Contractor.

Whenever tests made by the Board show that the amperes upon any lamp circuits have been below the standard for those circuits for

an unbroken period of one-half hour in any night as evidenced by the readings of a graphic recording ameter or other device, then the Contractor shall deduct from his bill a sum equal to five cents per night for each lamp on those circuits tested of 2500 lumens and smaller and ten cents per night for each lamp on those circuits tested of larger than 2500 lumens.

Whenever tests made by the Board show that the voltage supplied to any arc lamp has been below the standard prescribed for those lamps for an unbroken period of one-half hour in any night as evidenced by the reading a graphic recording voltmeter or other device, then the Contractor shall deduct from its bill the sum of 25 cents per night for each of said lamps so tested.

The Board shall report to the Contractor the following morning the results of any tests showing deficiencies. The Contractor shall be permitted to examine and inspect the charts of the meters used in such tests.

The deductions to be made for low amperage or voltage under the provisions of this section are to be treated not as a penalty, but as liquidated damages for failure to perform the contract.

INCANDESCENT LAMP RENEWALS.

12. The incandescent lamps supplied by the Contractor and used for lighting the streets, avenues, alleys, subways, squares, bridges and public places under the 4000 burning hour schedule of this contract shall be removed from the lighting fixtures and replaced with new lamps of the same lumen output within 10 days before April 1st, September 1st and December 20th of each year. Incandescent lamps in fixtures operating on the 2000 hour schedule shall be replaced with new lamps as soon as possible after having burned 1350 hours. Each incandescent lamp before being reset shall be stamped by the City Engineer, or his duly authorized representative with a suitable stamp giving the date of installation. Any lamp removed which from date stamp shows same has been in service less than seven hundrèd burning hours may be used by the Contractor in new fixtures erected between renewal periods or to replace lamps which have burned out or been broken, but in no case shall such a lamp be used until again stampd by the City Engineer or his duly authorized representative with date of installation.

If the Board shall find upon inspection any incandescent lamps burning under this contract which have been in service longer than 1500 burning hours as shown by the date stamp then the Board shall impose upon the Contractor a deduction which shall equal to the number of excess burning hours multiplied by one two-thousandths of the annual price for said lamp.

The above renewal periods are based on a burning hour life efficiency for incandescent lamps of 1350 hours which period it is agreed is the present standard burning hour period. Whenever the manufacturers find it possible and desirable to produce an incandescent lamp, under guarantee which will give the present standard of performance over a longer period the above renewal periods may be changed by mutual agreement between the Board and the Contractor.

TESTS OF LAMPS

13. If, in the opinion of the Board, any lamp is not giving service according to the light guarantee of the manufacturer, the Con-

tractor shall, on request replace said lamp with one satisfactory to the Board.

Should the Contractor fail to make satisfactory replacement, the Board may remove the lamp in dispute and test or have same tested for the average total lumens which it delivers.

If the result of the test shows the lamp to be defective, in accordance with the standard guaranteed by the manufacturer, the Contractor shall, within 48 hours after receiving notice of the result of said test substitute for said lamp one satisfactory to the Board.

Should the Contractor fail to replace the lamp in accordance with the provisions contained in paragraph above, then said lamp shall be considered as out and subject to deduction for outage until such substitution is made.

TESTS OF ELECTRODES.

14. The Contractor shall give the Board written notice of the receipt by him of every new lot of electrodes for use in lamps under this contract, said notice to state the kind and number of electrodes in said lot. The Contractor shall also furnish with such notice the manufacturer's lumen data showing the performance of the electrodes in question. If said data shows less than 13,700 lumens for conditions specified below, no electrode of said lot shall be used.

The City may, at its option, select from any of said lots of electrodes, such number as it deems desirable, and have the same tested in its own laboratory, or, at the option of the Board, in the laboratory of the Contractor or another laboratory mutually agreed upon in accordance with the following instructions.

Each set of said electrodes shall be placed in a suitable test lamp equipped with chimney, clear glass, globe and adjusted to operate at the standard amperages, voltage and wattage for the corresponding type of lamp and electrodes and the total lumens determined while said test lamp is operating at the normal amperage, if a series lamp or normal voltage, if a multiple lamp. The globe and accessories of said lamp shall be thoroughly cleaned before the test is made and the lamp shall be operated at normal amperage, voltage and wattage, approximately one hour immediately before photometric readings are taken. Not less than ten readings separated by approximately equal intervals of time and taken for one or more complete feeding periods on each set of electrodes shall be used as a basis for determining the average total lumens on each set of electrodes.

If the average total lumen, as found by the above test, on not less than ten sets of electrodes, in any instance, of any lot of electrodes, is less than 12,500 lumens, no electrodes of said lot shall be used in any lamp in service under the contract.

The non-rejection of any lot of electrodes shall not be interpreted to preclude rejection of electrodes on individual lamps in service when same are found defective.

LAMPS AND ACCESSORIES.

15. Lighting shall be principally by means of series, arc or incandescent lamps, but any other type of lamp may be approved by the Board after the contract has been approved by the Public Service Commission of Indiana. The series arc lamps, if used shall be used only in the downtown business district or on conduits which connect with circuits in this district and on streets continuing

therefrom. All these lamps shall be placed on, supported on or suspended from poles or ornamental standards with suitable brackets, centerpans or mastarms and the wires supplying the electrical energy shall be placed either overhead or underground.

The lamps to be furnished shall be of standard types, as selected and approved by the Board, and when operated at the amperage, voltage and wattage specified by the manufacturer the total lumens of each lamp shall not be less than the amount guaranteed by the manufacturers.

The series arc lamps and their electrodes shall at all times be of the highest standard grade and of the kind indicated on the proposal form. They shall burn with a steady light without undue hissing and flickering.

The series incandescent lamps shall conform at all times to the highest standard of the best American lamps manufactured with bulbs of clear glass of uniform thickness and proper shape to avoid causing rings or streaks of light and shadow.

Globes, reflectors, refractors, housing and other accessories shall be of the best grade of the respective types as selected and approved by the Board.

The Contractor shall, when ordered or directed by the Board, furnish a standard equipment an enclosing globe of diffusing glass of the type ordered or approved by the Board, and also a reflector or refractor or both of the type ordered or approved by the Board. All of this equipment shall be considered and treated as standard equipment and shall be included in the price bid for each type of lamp.

POLES, BRACKETS AND OTHER EQUIPMENT.

16. All poles from which lamps are suspended are to be of cedar and are to conform to the standard specifications of either class A or class B poles as adopted by the National Electric Light Association and particular regard will be given to choosing only class A poles for lamp suspension purposes. All proper precaution must be taken to avoid unnecessary duplication of poles and in setting new poles to prevent possible disarrangement of alignment or changing position from the perpendicular.

All poles shall be smooth and straight and all insulators, pole line hardware and crossarms are to be attached so as to stand at right angles and must present a workmanlike appearance.

In case it is impossible to satisfactorily align the poles all brackets, centerpans, mastarms, fixtures and other devices for the suspension of the lamps shall be so installed as to provide an alignment of the lamps approved by the Board. All equipment shall be maintained in such approved manner as will safeguard the life or lives of the public. In general, all work and material in connection with the distributing system shall be of the best of its respective kind, and shall not be unsightly or mar the appearance of the adjoining property unnecessarily. The wires used for delivering the current to the lamps shall be erected in such manner as to insure the least possible danger of injury to the public and shall be kept in good repair.

All poles, guy stubs, crossarms and pins shall be painted two coats of good paint of such color as the Board may designate, one coat being applied after the poles have been erected and all wires have been put in place; they shall be kept well painted at all times. The name of the Contractor shall be painted or stamped on all poles

in a legible manner. All crossarms, braces, pins, insulators, etc., shall be of standard and approved materials. Each guy wire shall have inserted in it near the upper end a strain insulator of the most perfect type. The pole lines shall be erected as much as possible in the alleys so as not to disfigure the street and where shade trees are encountered the poles shall be of such height as to carry the wires, as nearly as practicable, clear of the trees. All poles, wherever erected, shall be so placed as to interfere as little as possible with other public use of the streets, alleys, avenues, squares and public places or with public or private interests or conveniences and so as not to injure shade trees. The locations of all pole lines shall be subject to the approval of the Board. No advertisements shall be permitted on any of the poles, but the City shall have the right to attach street signs thereto.

USE OF OLD POLES.

17. In the event that the Contractor may have poles, wires, cables or appurtenances other than lamps, lights and fixtures in use at the time of entering into this agreement under and by virtue of a contract or "Indeterminate Permit" previously entered into or granted by the City of Indianapolis or the State of Indiana and it shall be desired by the Contractor to use any such poles, wires, cables or appurtenances in connection with the new contract, the same shall be overhauled, altered and repaired to the satisfaction of the Board. All old poles, crossarms, pins, etc., shall be painted in a manner herein provided for.

UNDERGROUND WORK.

18. All underground wires, cables and appurtenances shall be placed in conduits or in any manner approved by the Board, with a sufficient number of ducts, manholes and soffits to meet all demands of the Contractor for the period of ten (10) years so that it will not be necessary again during this period to enter into the streets or pavements to reconstruct the same. Conduits as a rule shall be placed in alleys. Permission will be given to use the streets only when in the opinion of the Board it is impracticable to use the alleys. The location of all conduits and appurtenances in the alleys or streets shall be subject to the approval of the City Civil Engineer acting for the Board. They shall be so constructed that the highest part of the cable shall not be less than eighteen (18) inches below the established grade of the street or alley in which they are built, and shall be so located and constructed as not to interfere unnecessarily with or disturb the existing surface or underground structures, conduits, pipes or other property rights belonging to other companies, corporations or persons or the City sewers or connections therewith. It shall be understood that the City of Indianapolis shall not be precluded from the prosecution or authorizing any future public work of any character by reason of underground work of Contractor and the Board shall have the right to order the temporary removal of any conduit or appurtenance or a reconstruction of the same, whenever deemed necessary to the successful prosecution of any public work. In the event of a failure of said Contractor to comply with any such order of the Board the latter may make such removal or reconstruc-

tion and charge the cost thereof to the Contractor and it may be deducted from any moneys due or which may become due to the Contractor.

ORNAMENTAL LAMP STANDARDS.

19. The ornamental lamp standards shall be made of high grade cast iron or pressed steel as selected and approved by the Board. The standards shall be similar to design on plan No. A-144, B-145, C-146 and D-147 attached. They shall be set on suitable concrete foundations and attached thereto by necessary bolts and clamps.

All ornamental standards and fixtures must be painted two coats of paint in such color as directed by the Board and such painting shall be done as often as required by the Board to preserve a good appearance.

IMPROVEMENTS IN SERVICE.

20. The Board shall have the right to require the Contractor to make use of any apparatus, appliances or devices which are an advance or improvement in connection with the art or service of street lighting over the existing facilities as newly installed according to these specifications and in use during any part of the term of this contract in the City of Indianapolis whether in the way of economy, increased illumination, safety, improved appearance or otherwise. The Contractor shall at the Board's request, furnish them with detailed information concerning any such apparatus, appliances or devices including cost of installation, operation and maintenance, operating characteristics, etc., and shall from time to time when such information comes to the knowledge of the Contractor, bring the same promptly to the attention of the Board.

All questions relating to the increase or decrease in the investment or cost of operation and maintenance shall be determined and agreed upon by the Board and the Contractor.

In determining the amount of the increases or decreases of the investment, proper and reasonable allowance shall be made for the depreciated value of the equipment replaced and in case of new installations comparison as to cost of investment shall be made with the type of service provided for in these specifications or determined by the Board. Upon such increased or decreased investments (measured from the investment required under these specifications), the Contractor shall be entitled to adjust compensation so as to fully reimburse him at the expiration of this contract for any additional investment if required under the provisions of this paragraph less the salvage value of the equipment replaced as realized by the Contractor and the salvage value of the new equipment at the end of the contract plus or minus any change in operating expenses caused by said new installation or replacement.

In case of replacements the loss in investment shall be determined by ascertaining and fixing the depreciated value and deducting therefrom the salvage value, if any, and such loss shall be paid by the City to the Contractor at such times and upon such terms as may be agreed upon. In case the replacement shall result in an increased or decreased investment the additions or deductions from the contract price shall be made upon the same basis and in the same manner as in the case of new installation hereinbefore provided for.

In case the Board and the Contractor are unable to agree as to any question of price or any other matter involving their mutual

judgment as above set forth, then such questions or question shall be submitted to the Public Service Commission of the State of Indiana as provided for in contract.

The net annual increases or decreases in the prices agreed upon under this contract by reason of the said improvements or changes, involving increases or decreases in the investment or cost of operation and maintenance, shall be added to or deducted from the prices provided for herein, and shall determine the prices thereafter to be paid for the said improved or modified service.

MAPS OF CIRCUITS

21. Before beginning the work of construction, the Contractor shall file with the City Civil Engineer in such form as he may designate a map and typewritten report describing each circuit for furnishing street lights, the number of lamps and kind for each circuit, and the Contractor shall not proceed with the work of construction until the same has been approved. Any construction or erection of a new circuit or circuits or changes made in the old circuit, in the number or location of lamps, in the wire and routes, shall be reported immediately to the City Civil Engineer.

Upon special request, any additional information, which may be required, principally sketches or maps, showing the location of circuits and lamps, shall be furnished by the Contractor.

Upon special request, free of charge, samples, drawings, fixtures or models of articles of equipment used or proposed to be used by the Contractor, shall be furnished.

JOINT USE OF POLES.

The Contractor in order to avoid multiplicity of poles in the streets, so far as it is safe and practicable are not in conflict with any restrictions of the City Council or any act or order of the Public Service Commission of the State, shall, if directed by the Board of Public Works, permit joint use of all or any of its poles in any street, alley or public place by the City and other public utility corporations.

ELECTROLYSIS.

23. Reasonable provision shall be made and maintained by the contractor to protect the pipes, conduits and other property in the streets belonging to the City or any public utility by electrolysis caused by current or currents of electricity of the Contractor.

STREET SIGNS.

24. The Contractor shall furnish, erect and maintain during the life of this contract at every street intersection in the City of Indianapolis, illuminated by electric lamps under this contract, street signs as shown and specified on plan No. 150 and specifications hereto attached.

CURRENT FOR INCANDESCENT LIGHTS IN BUILDINGS.

25. Said Contractor shall supply current for incandescent lights for the twenty-four (24) hours of each and every day during the term of contract, to the public buildings.

The City will furnish and maintain all equipment from the point of connection by the Contractor, which shall be the property line of

the property in which the electric current may be used, except the meter, which may be installed for the benefit of the Contractor.

If it becomes necessary for the Contractor to install transformers, frequency changers, rotary convertors, motor generators or other translating apparatus in order to supply such current as may be required by the City, such devices must be connected ahead of the meter which is intended to measure the rectified current, and said meter is only to record the electric current used by the City after having been transformed or rectified.

The Contractor must supply one meter for each installation except where more than one department occupies a building then a meter must be connected to the wiring in each department, if the Board so requires.

CLEANING.

26. All glassware used in connection with the lamps under this contract shall be kept clean and free from dirt, dust or other accumulations. All glassware on arc lamps shall be thoroughly cleaned by the Contractor each time said arc lamps are trimmed, provided every lamp is cleaned at least once in two weeks.

Glassware on incandescent lamps shall be cleaned as often as required by the Board to preserve the efficiency of the light provided every lamp is thoroughly cleaned at least once a month.

RESTORATION OF PAVEMENTS.

27. All streets, avenues, alleys, squares and public places cut into or in any way molested by said Contractor in the prosecution of its work at any time during the life of this contract or franchise shall be restored to the condition after the completion of the work as they were in before the work was done.

All pavements shall be repaved with the same kind of material with which they were originally made, and shall be restored to the same conditions as before. All work shall be done under the supervision of inspectors appointed by the Board as hereinbefore provided, and all work shall be done in accordance with all reasonable requirements or rules which the Board may from time to time adopt for such work, or which may be required by the City ordinances governing such work, as they now exist, or as they may hereafter be amended or passed.

PLANS AND SPECIFICATIONS FOR ADDITIONS.

29. Whenever the Contractor shall desire to construct or erect for the purpose provided in this contract, any conduits, cables, poles or other appliances, it shall prepare and file in the office of the Board, maps, detail plans and specifications of such proposed construction including all underground and overhead work, apparatus and appliances of every kind, or description, showing the location of all poles, wires, cables, conduits, ducts or other appliances, the height above or the depth below the surface of streets, or alleys, and in general where and how such construction is to be done, which maps, detailed plans and specifications shall be approved without unnecessary delay by the Board, if satisfactory, and a permit shall be issued to the said Company to enter into the streets, avenues, squares, alleys, bridges, or public places before such work shall begin. All

changes and extensions made during the life of this contract or franchise shall be approved by the Board in the manner above described before being made.

QUALITY OF MATERIAL AND WORKMANSHIP.

29. All lamp posts, poles, wires, conductors, lamps, globes, electrodes and each and every article, apparatus or device which may be necessary for electric lighting under this contract, shall be of the best quality of material and workmanship and shall be maintained at all times in the best practicable manner.

COAL CAUSE.

30. The prices in this contract are based on the existing mining rate, wage scale, the existing Federal and State Laws affecting the mining industry and existing freight rates on coal. The prices quoted in the proposal shall advance or decline as any change affecting the present mining rates and wage scale or other wages or hours of labor per day or Federal and State Laws or coal freight rates, may increase or decrease the cost of coal. Such increase or decrease shall be determined and adjusted by mutual agreement of the Contractor and the City of Indianapolis at the end of each year's operation. In the event of failure of agreement between the parties, the question of the amount of increase or decrease shall be submitted to arbitration as provided in the contract.

The term "Cost of Coal" used herein is not intended to mean current or market price of coal but is a term used for the purpose of a contract rule and containing four basic elements, to-wit: the existing mining rate, wage scale, the existing Federal and State Laws affecting the mining industry and existing freight rates. Therefore, for the purpose of the contract, coal prices are to be determined solely by these four elements which in their different proportions, capable of calculation, amount to 100 per cent. of the coal prices. During the term of the contract all subsequent changes in coal prices are to be based solely upon changes in these four elements.

CITY OF INDIANAPOLIS.

BOARD OF PUBLIC WORKS—DEPARTMENT OF ENGINEERING.

Specifications for forging, stamping and enameled sign plates with miscellaneous attachments for street signs.

GENERAL.

The object of the sign equipment hereinafter specified is to furnish and deliver enameled sign plates and to secure an attachment for holding the said enameled sign plates in proper alignment with the intersecting streets. Each complete sign shall consist of two (2) frames complete to hold the enameled sign plates, the necessary clamps, bolts, etc., to properly erect the sign and the necessary enameled sign plates. The signs shall conform in all particulars to the design and dimensions shown on drawing No. 150, which is made a part of the contract. The enameled sign plates shall be of such size and shape as to correctly fit in the frames as dimensioned on drawing No. 150.

ENAMELED SIGN PLATES.

The enameled sign plates manufactured under these specifications shall be uniform in color and lettering and the lettering shall conform to the size and type indicated on drawing No. 150. Should it be necessary on account of the large number of letters in some of the street names to make any change from the proportions now existing on drawing No. 150, the horizontal dimensions of all letters and numerals on any particular sign, shall be reduced proportionately on that sign and the vertical dimension shall remain unchanged. The sign plates shall be of the best quality porcelain enamel on all sides of sheet steel. The sign plates shall be straight and the lettering shall be in such location as to properly show the names of the streets through the openings provided in the frames. They shall show black letters and numerals on a yellow background, with the colors approved by the Board of Public Works. Each plate is to have one coat of grip enamel and, two (2) coats of the best quality yellow porcelain enamel on all sides and edges and the letter or numeral side in addition, will have sufficient coats, not less than two (2) of the best quality porcelain, to produce a clear finish. The enameled sign plates when finished, shall be free of imperfections and shall present a satisfactory appearance. Enamel to be burned in at 1800 degrees F.

Manufacturer shall be required to furnish a guarantee that the colors on the sign plates furnished will not fade. This guarantee shall be effective over a period of ten (10) years.

FORGINGS, STAMPINGS AND MISCELLANEOUS ATTACHMENTS.

The forgings, stampings and miscellaneous attachments, inclusive of bolts and nuts, shall be in strict accordance with dimensions shown on drawing No. 150. The dimensions of the bands encircling the post shall be according to the dimensions given for each particular size. All material entering into the makeup of these signs shall be medium grade open-hearth steel with an ultimate strength varying not more than 4 per cent. above or below 60,000 lbs. The elongation in 8" measured in percentage shall be 1,500,000 divided by the ultimate tensile strength and specimens shall bend flat when cold through 180 degrees without fracture. Sulphur shall not exceed 0.05. The City shall receive upon request either specimens of the material of these signs machined ready for tensile tests, or may accept certified test reports. Test specimens shall be 18" long with a parallel section of at least 9" in length by 1½" in width. Shoulders for gripping in the testing machine shall be 2" wide. The surfaces and edges of all parts shall be brought to a smooth finish and all joints and bearing surfaces shall be neatly and carefully made and shall be close, tight and rigid when assembled. Holes are to be true and fair and square with the bearing surfaces. All parts when assembled shall fit snugly and easily into the parts for which they are intended. All parts are to be furnished complete without additional cost and the parts when erected shall compose a sign support and signs free of imperfections and shall present a satisfactory appearance. The forgings, stampings and miscellaneous attachments shall be given two (2) coats of the best grade pure red lead paint before erection.

LIGHTING SCHEDULE.

Month	Date	Time of Lighting P. M.	Time of Extinguishing	No. of Days	Hours Turned On	Hours Per Month Turned On
January	1 to 5	4.58	6.41	5	68.35	
	6 to 10	5.03	6.41	5	68.10	
	11 to 15	5.08	6.40	5	67.40	
	16 to 20	5.14	6.38	5	67.00	
	21 to 25	5.19	6.35	5	66.20	
	26 to 31	5.26	6.31	6	78.30	416.15
February	1 to 5	5.33	6.26	5	64.25	
	6 to 10	5.38	6.20	5	63.30	
	11 to 15	5.44	6.15	5	62.35	
	16 to 20	5.50	6.08	5	61.30	
	21 to 25	5.56	6.01	5	60.25	
	26 to 29	6.01	5.55	4	46.36	359.01
March	11 to 5	6.05	5.49	5	58.40	
	6 to 10	6.10	5.41	5	57.35	
	11 to 15	6.16	5.34	5	56.30	
	16 to 20	6.21	5.25	5	55.20	
	21 to 25	6.26	5.18	5	54.20	
	26 to 31	6.32	5.08	6	63.36	346.01
April	1 to 5	6.37	4.59	5	51.50	
	6 to 10	6.42	4.52	5	50.50	
	11 to 15	6.47	4.44	5	49.45	
	16 to 20	6.52	4.37	5	48.45	
	21 to 25	6.57	4.29	5	47.40	
	26 to 30	7.02	4.23	5	46.45	295.35
May	1 to 5	7.07	4.16	5	45.45	
	6 to 10	7.12	4.11	5	44.55	
	11 to 15	7.17	4.05	5	44.00	
	16 to 20	7.22	4.01	5	43.15	
	21 to 25	7.26	3.57	5	42.35	
	26 to 30	7.31	3.54	6	50.18	270.48
June	1 to 5	7.35	3.51	5	41.20	
	6 to 10	7.38	3.50	5	41.00	
	11 to 15	7.40	3.49	5	40.45	
	16 to 20	7.42	3.50	5	40.40	
	21 to 25	7.43	3.51	5	40.40	
	26 to 30	7.44	3.52	5	40.40	245.05
July	1 to 5	7.43	3.55	5	41.00	
	6 to 10	7.42	3.57	5	41.15	
	11 to 15	7.40	4.01	5	41.45	
	16 to 20	7.37	4.05	5	42.20	
	21 to 25	7.33	4.09	5	43.00	
	26 to 31	7.28	4.14	6	52.36	261.56

August	1 to 5	7.23	4.19	5	44.40	
	6 to 10	7.17	4.24	5	45.35	
	11 to 15	7.11	4.29	5	46.30	
	16 to 20	7.04	4.33	5	47.25	
	21 to 25	6.57	4.38	5	48.25	
	26 to 31	6.49	4.43	6	59.24	291.59
September	1 to 5	6.40	4.49	5	50.45	
	6 to 10	6.32	4.53	5	51.55	
	11 to 15	6.23	4.58	5	52.55	
	16 to 20	6.15	5.03	5	54.00	
	21 to 25	6.07	5.07	5	55.00	
	26 to 30	5.59	5.12	5	56.05	320.40
October	1 to 5	5.51	5.17	5	57.10	
	6 to 10	5.43	5.22	5	58.15	
	11 to 15	5.35	5.28	5	59.25	
	16 to 20	5.27	5.33	5	60.30	
	21 to 25	5.21	5.26	5	61.25	
	26 to 31	5.13	5.45	6	75.12	371.57
November	1 to 5	5.07	5.51	5	63.40	
	6 to 10	5.01	5.56	5	64.35	
	11 to 15	4.57	6.02	5	65.25	
	16 to 20	4.53	6.08	5	66.15	
	21 to 25	4.50	6.13	5	66.55	
	26 to 30	4.47	6.19	5	67.40	394.30
December	1 to 5	4.46	6.23	5	68.05	
	6 to 10	4.46	6.28	5	68.30	
	11 to 15	4.46	6.32	5	68.50	
	16 to 20	4.48	6.35	5	68.55	
	21 to 25	4.50	6.39	5	69.05	
	26 to 31	4.53	6.41	6	82.48	426.13
						4,000.00

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 by and between the Merchants Heat and Light Company and the City of Indianapolis on the 30th day of April, 1924, 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.

By the Commissioner of Buildings:

GENERAL ORDINANCE NO. 45, 1924.

AN ORDINANCE providing for the stopping of work by The Commissioner of Buildings when violation of the Building or Zoning Ordinances have occurred; defining a hotel; providing that building licenses and approved plans be maintained on every building under construction; providing for restricted fourth-class two-car garages in the second fire district; providing that no windows can be placed in the walls of any building when the walls of the same are located on the inside property line; providing that metal ties cannot be used for bonding masonry-bearing walls with exceptions; providing for the requirement of blue prints for certain estimated valuations of construction and the correction of such plans and blue prints before the issuance of a permit; providing for the cancellation of building licenses when any zoning or building ordinances are violated; providing a penalty for the violation of the provisions thereof 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. (a) A hotel shall be defined as any building or structure or part thereof; which is used in whole or in part for the accommodation of transient lodgers; and which has at least one public dining hall; public register; and office where an attendant is present at all times; and which contains no provisions for cooking meals by any method in any room or suite of rooms except the public dining halls and the appurtenances thereto.

Section 2. (b) A hotel shall not be used for family purposes. Whenever any building or structure is found to be in violation of the Zoning or Building Ordinances of the City of Indianapolis, the owner or owners or person or persons constructing such building or structure shall immediately stop such construction even though said building or structure is being built according to plans approved by the Department of Buildings and stamped "APPROVED SUBJECT TO ALL BUILDING AND ZONING ORDINANCES."

The Commissioner of Buildings or his authorized Assistants may stop such work by posted notice, parole or letter whenever any violations of the Building or Zoning laws or ordinances occur. A posted notice shall read as follows: "THIS BUILDING IS HEREBY CONDEMNED. IT IS BEING BUILT IN VIOLATION OF THE LAWS AND ORDINANCES OF THE CITY OF INDIANAPOLIS. NO PERSON OR PERSONS ARE ALLOWED TO ENTER THESE PREMISES EXCEPT UPON PERMISSION OF THE COMMISSIONER OF BUILDINGS. PENALTY FOR VIOLATION OF THIS NOTICE TEN (\$10.00) DOLLARS."

Any person who shall enter such building to do work therein or thereon shall be deemed guilty of a misdemeanor and shall be fined upon conviction ten (\$10.00) dollars for each offense.

Section 3. It shall hereafter be unlawful for any person or persons, firm or member of a corporation to do any construction work on any new or old structure or building in Indianapolis unless said person or persons, firm or member of a corporation shall maintain in full view during the construction and until such building shall be completed and finally inspected, the building license for such building or structure. Such license shall be maintained in a suit-

able frame and shall not be removed until permission so to do is granted by the Commissioner of Buildings or his authorized Assistants, either by letter or parole. When final inspection is made such parole notice shall be in the form of a sticker which shall be attached to the license by the Inspector and signed by him.

It shall further be unlawful for any person or persons, firm, or member of a corporation to do any construction work on any new or old structure or building or premises in Indianapolis unless there is maintained on such construction job at all times during working hours a complete set of plans and specifications stamped "Approved subject to all Building and Zoning Ordinances."

Section 4. Fourth-class one-story frame two-car garages may be erected as an accessory to a dwelling on the rear half of any lot in the zone known as the outer or second fire district providing no part of such building or structure is built within four (4) feet of any other building or structure. Class C roofing may be used on such garages. Such garages shall be limited to five hundred (500) square feet in area of outside of building walls.

Section 5. No windows shall hereafter be constructed in the outside walls of any building or structure when such outside wall or walls are erected or maintained on the inside property line. However, when such wall or walls are maintained at least two (2) feet from the inside property line windows may be placed therein.

Section 6. No metal tie or metal bond shall be used in any masonry-bearing wall or pilaster unless such wall is increased four (4) inches in thickness over standard wall thickness as specified in the Building Ordinances; then the additional four (4) inches may be tied into the masonry wall with metal ties; except in one-story buildings where twelve-inch walls are required, four (4) inches of that wall may be tied to the remaining eight (8) with metal ties, however, the eight (8) inch part thereof must have masonry bonds.

In masonry-bearing walls masonry bonds shall be provided at least every eighteen (18) inches in the height of the wall. Such bonds shall run completely from one end of the wall to the other in a horizontal direction. Nothing in this section shall prevent the use of blind headers of masonry when the bricks used as blind headers are not cut, but are laid across the stretcher bricks and the stretcher bricks are cut to admit the bonding brick.

Section 7. (a) Blue prints in duplicate showing all construction and details; foundations; elevations; necessary cross sections; location of structure or building on the lot or premises; all adjacent properties both city and private; shall be provided the Department of Buildings before application for a building license for all buildings or structures both new and old except pencil drawings in duplicate may be substituted for private garages, sheds or one story accessory buildings not used for residence purposes or any construction or repairs not exceeding one hundred dollars (\$100.00) when in the opinion of the Commissioner of Buildings such Blue Prints shall not be necessary.

After such blue prints are read by the Department of Buildings any correction or corrections to the same shall be made in acid by the applicant before such blue prints shall be submitted for a permit.

All blue prints in sets shall be numbered and an index furnished on the first blue print setting forth each sheet and the details thereon.

A complete survey and deposition before a notary public of all property lines and size of lot or lots shall accompany each set of blue prints except when in the opinion of the Commissioner of Buildings such survey is not necessary.

All column loads shall be shown at the footing of each column foundation. All truss arch or retaining wall calculations or graphical developments shall be shown. All floor loads and structural material stresses shall be shown at each point unless a standard throughout the whole structure is maintained.

(b) After the blue prints are stamped as follows: "Approved subject to all buildings and zoning ordinances" such approval shall not be considered as evidence to allow any persons or person to violate any law or ordinance of the City of Indianapolis. Such above approval shall not guarantee any person or persons that the approved plans are in exact accordance with all building and zoning ordinances and any errors found later either by the applicant or by the Building Department shall not be binding on the Department of Buildings and such errors shall immediately be rectified and the construction or location of the building or structure changed to conform to the law.

One set of approved blue prints shall remain the property of the Department of Buildings until the final inspection is made of the building or structure whereupon such blue prints and specifications are left at the Department of Buildings at the owners risk, except in cases where blue prints are required to be filed permanently at the Department of Buildings. The set returned to the applicant when the permit is issued shall be left on the construction job at all times during the construction of such building or structure. No blue prints or drawings shall be used on any job unless approved as above outlined. Subsequent blue prints or specifications may be approved after the permit is issued.

All plans shall be drawn to a scale of one-quarter of an inch to one foot of actual structure or building measurement; except by special permission in writing from the Commissioner of Buildings one-eighth of an inch to one foot scale may be used in large buildings.

Section 8. The Commissioner of Buildings or his authorized Assistants shall order any work stopped by parole or otherwise when they find work proceeding on drawings or blue prints not approved by the Department of Building, or in any case when the approved blue prints or drawings are found to be in error or in violation of any building or zoning law or ordinance of the City of Indianapolis.

Such building license may be revoked for any cause when it is believed any building or zoning ordinance is being violated. Such revocation of permit shall be by letter to the applicant at the address shown on the building license application or in lieu thereof the Commissioner of Buildings or his authorized assistants may cause a tag, sticker or notice of the revocation of the permit to be written on or attached to the building license which is required by law to be in a conspicuous place on the building or construction job.

Section 9 The police shall assist the Commissioner of Buildings in enforcing any provisions of the building or zoning ordinances. The Commissioner of Buildings or any of his authorized assistants in urgent cases may ask the police to accompany him or them to any premises to help enforce the law and make arrests where necessary.

The police on regular patrol duty shall investigate all premises to see if a building license is posted wherever it is apparent any

construction, repair or excavation work is being done. If no building license is posted on such premises the said police shall order all work and operations to stop immediately and until such a time as building license is posted as required by this ordinance.

Section 10. The regulations described in this ordinance shall be in addition to the Building Ordinances of the City of Indianapolis and shall be subject to all of the regulations described in said ordinances.

Section 11. Any person or persons, firm or member of a corporation who shall violate any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and shall be fined upon conviction a sum of Ten (10) Dollars and not to exceed Five Hundred (\$500.00) Dollars for each offense. Each days violation shall be considered a separate offense.

Section 12. The Commissioner of Buildings shall have full discretionary power in the enforcement of the regulations set forth in this ordinance.

Section 13. This ordinance shall be in full force and effect from and after its passage and due publication as required by law.

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

By the Commissioner of Buildings:

GENERAL ORDINANCE NO. 46, 1924.

AN ORDINANCE regulating the manufacture of "Concrete Blocks"; providing for the tests and strength thereof and manner in which the same shall be laid up in buildings or structures; requiring a brand and date on each Block; providing a penalty for the violation of the provisions thereof; repealing all ordinances or parts of ordinances in conflict therewith and declaring a time when the same shall take effect.

Be It Ordained by the Common Council of the City of Indianapolis, Indiana:

DEFINITIONS

Section 1. (a) Any mixture of Portland cement, water, grit and broken stone or sand and gravel or combination thereof formed or cast into a definite shape and designed to be laid in mortar in any structure or building shall in this Code be known as a "Concrete Block." This shall include "Concrete Blocks" called "Concrete Tile."

(b) Any "Concrete Block" made by hand or machine which will holds its physical shape upon removal of the forms, which forms are removed within a few minutes after the tamping or ramming is completed shall be known as a "Dry Block."

(c) Any "Concrete Block" made by hand or machine which will not hold its physical shape upon removal of the forms if such forms are removed within a few minutes after the forming is completed shall be known as a "Wet Block", or "Cast Block."

(d) "Dry Concrete" shall be defined as concrete that contains a minimum percentage of water and must be tamped or rammed into a form in order to produce the proper shape of block.

(c) "Wet Concrete" shall be defined as concrete that contains a proper percentage of water which will permit a flow of the concrete into a form to produce the proper shape of block.

COMPOSITION OF CONCRETE BLOCKS

Section 2. (a) "Concrete Blocks" shall be made of concrete composed of pure water, Portland cement, clean sharp sand and clean gravel or crushed stone, free from loam or earthy matter; thoroughly mixed. No particles are to be larger than those which will pass a three-quarter (¾) inch mesh screen and are to grade gradually to small particles, commonly called "grit." These proportions may be varied as the case required, if approved by the Commissioner of Buildings.

(b) Water used in "Concrete Blocks" during the process of manufacture shall be clean, free from oil, acids, alkalies, or vegetable matter of any sort.

(c) If artificial coloring matter is used, only mineral colors shall be used in the amount that will not appreciably impair the strength of the "Concrete Block."

(d) No person, firm or corporation shall sell, offer for sale or manufacture any "Concrete Block" which will absorb more water than ten (10) per cent in weight of the weight of the dry "Concrete Block." Such blocks when tested for absorption of moisture shall be thoroughly dried at a constant temperature not to exceed two hundred and fifty (250) degrees Fahrenheit after which they are to be weighted and then immersed in water for twenty-four (24) hours and weighed the second time. The increase in weight must not exceed ten (10) per cent of the original weight of the dry block.

WALLS AND PIPE CHASES

Section 3. (a) The thickness of foundations and bearing walls for "Concrete Block" shall be, to-wit as follows:

Minimum Thickness of Walls in Inches for "Concrete Block."				
Height	B	1	2	3
One story	12	12	....	....
Two stories	16	12	12	12
Three stories	16	16	12	12

except,

In one story buildings outside of the fire limits, in cases where frame construction is permitted by this Code, eight (8) inch "Concrete Block" walls may be used provided that no such wall exceeds fifty (50) feet in length between masonry cross-walls or adequate pilasters or fourteen (14) feet in height; however in residence buildings, duplexes or double duplexes; outside the fire limits the thickness of "Concrete Block" walls shall not be less than eight (8) inches for the uppermost twenty (20) feet in height and twelve (12) inches for the next fourteen (14) feet in height; an additional five (5) feet of eight (8) inches non load bearing wall is permitted in gables.

(b) The width of opening in such "Concrete Block" walls shall in no case exceeds one-third (1-3) of the total length of the wall unless the thickness is increased four (4) inches or more as required by the Commissioner of Buildings.

(c) In no case shall the loading of any "Concrete Block" wall exceed the safe load allowable for "Concrete Block" walls with a

factor of safety of ten (10) or one-tenth (1/10) of the ultimate crushing strength of the wall as laid up in mortar as specified in section five (5).

(d) In exterior walls of tenement houses the walls of the last story above the basement may be reduced to eight (8) inches in thickness, provided that no such wall has a greater horizontal length than thirty (30) feet without a cross wall, or adequate pilaster not less than ninety-six (96) square inches in horizontal cross sectional area, in addition to the wall. Such wall reduction shall be limited to fourteen (14) feet in height.

(c) The interior fire and loadbearing "Concrete Block" walls of any residence, duplex or double duplex building shall not be less than eight (8) inches thick for the uppermost twenty (20) feet and twelve (12) inches thick for the next lower fourteen (14) feet in height.

(f) Pipe chases shall not be cut in "Concrete Block" walls or pilasters but shall be provided for by properly formed "Concrete Blocks" approved by the Commissioner of Buildings for the purpose, and no such chase shall be over one-third (1-3) of the thickness of the wall.

(g) The bed of the "Concrete Block" will be considered as the thickness.

(h) Nothing in this section shall prohibit a wall reduction to eight (8) inches for the second story of "Concrete Block" business buildings or structures located outside of the first district, providing the second story is used exclusively for office or housing unit purposes.

(i) The unsupported height of "Concrete Block" piers shall not exceed ten (10) times their least dimension.

AGE OF CONCRETE BLOCK

Section 4. "Concrete Blocks" shall not be used for building purposes until they are twenty (20) days old, except by special permission in writing from the Commissioner of Buildings. "Concrete Blocks" which have been cured by any special process may be used before they are twenty (20) days old, but in no case until they are ten (10) days old.

CLASSES OF BLOCKS

Section 5. "Concrete Blocks" shall be classified according to the ultimate crushing strength of the block thirty (30) days old resulting from an average of three (3) or more units tested by a recognized testing laboratory or any testing laboratory satisfactory to the Commissioner of Buildings, to-wit as follows,
Ultimate crushing strength in pounds per square inch of gross area as laid in the wall

Average of Three Tests 800 pounds
Minutes for any one block 600 pounds

The above tests shall be computed over the gross area of the "Concrete Blocks" as laid up in mortar in any wall with no reduction for hollow spaces, by taking the product of the width and the length of the unit. No single "Concrete Block" shall fall below the amount of strength per square inch of gross area indicated in the second column.

No single "Concrete Block" shall fall below one thousand (1,000) pounds per square inch ultimate compressive strength when calculated

on the minimum net cross section area in bearings either at the top or base of the "Concrete Block."

LAYING OF BLOCKS

Section 6. (a) "Concrete Block" laid up in any wall of any building in Indianapolis shall have the ends filled solid with mortar.

(b) The bottom courses of "Concrete Blocks" laid up in any wall of any building or structure shall have a footing under the wall four (4) inches wider than the wall and the same shall be at least four (4) inches thick vertically.

(c) All vertical and horizontal joints must be flushed full in any wall of "Concrete Blocks" in any buildings or structures, with mortar composed of one (1) part cement to three (3) parts clean sharp sand with not over one (1) part hydrate of lime, proportioned by volume. The mortar used must be mixed in small batches and used immediately.

(d) The last course of "Concrete Blocks" immediately under any joists, beams, door sills or window sills shall be solid blocks.

(e) Piers and buttresses supporting lintels with a load in excess of five (5) tons must be built of solid "Concrete Blocks" for such distance below the bearing as shall be required by the Commissioner of Buildings. Piers and pilasters supporting heavy loads must be built of solid "Concrete Blocks" or "Concrete Blocks" approved by the Commissioner of Buildings and must be as large in area as required by the load, which in no case is to exceed one-tenth (1/10) of the ultimate crushing strength of the area of support.

(f) Concrete lintels or sills shall be reinforced with steel bars as required by the Commissioner of Buildings. The supports for lintels shall rest upon solid "Concrete Blocks" approved by the Commissioner of Buildings, immediately under the lintels or sill.

(g) Where walls and piers are built of more than one (1) row of blocks in the thickness of the wall or pier; header courses must be provided every third course of blocks. Blind headers may be used.

(h) Where there is an offset in any "Concrete Block" wall the last course or ledge course of blocks must be made of solid blocks or "Concrete Blocks" approved by the Commissioner of Buildings for the purpose.

USES OF CONCRETE BLOCKS IN BUILDINGS OR STRUCTURES

Section 7. (a) Where "Concrete Blocks" are used for chimneys the blocks must be solid and in no case less than eight (8) inches in thickness. The flue must be lined from top to bottom with approved fire clay lining.

(b) In "Concrete Block" walls where pilasters or piers are required the same shall be made of solid blocks or hollow blocks filled solid with concrete from top to bottom of the pilaster or pier.

REQUIREMENTS FOR MARKING ALL CONCRETE BLOCKS
Section 8. (a) All "Concrete Blocks" shall be marked with the brand of the manufacturer, which brand shall be filed each year with the Commissioner of Buildings not later than March 1st, together with different sizes and classes of blocks manufactured by any person, firm or corporation selling "Concrete Blocks", or manufacturing "Concrete Blocks" for sale within the City of Indianapolis.

(b) All "Concrete Blocks" shall be branded with the date of manufacture.

HOLLOW SPACE IN CONCRETE BLOCKS

Section 9. (a) No "Dry Block" shall have an air space when laid up in the wall of over thirty-three (33) per cent of the total volume of the "Concrete Block" except by special permission in writing from the Commissioner of Buildings.

(b) No "Cast Block" or "Wet Block" shall have an air space when laid up in the wall of over forty-five (45) per cent of the total volume of the "Concrete Block."

(c) Special "Concrete Blocks" shall be made to provide vertical and horizontal chases for pipes and electrical work which hollow space shall be included in the percentage for the class of "Concrete Block."

WHEN CONCRETE BLOCKS SHALL NOT BE USED

Section 10. "Concrete Blocks" shall not be used for partition or bearing walls in oil houses, or any building where explosive fumes are liable to diffuse into the hollow spaces.

STEEL REINFORCEMENT

Section 11. (a) The reinforcing steel shall be free from excessive rust, scale, paint oil or coating of any character which will tend to reduce or destroy the load.

(b) The allowable tension in steel reinforcing shall be sixteen thousand (16,000) pounds per square inch for regular structural steel grade and eighteen thousand (18,000) pounds for hard steel grade.

(c) The extreme fibre stress in bending for concrete in any monolithic concrete lintels or reinforced concrete wall or slab shall not be over seven hundred and fifty (750) pounds per square inch.

DUTIES OF THE COMMISSIONER OF BUILDINGS

Section 12. (a) The Commissioner of Buildings shall require tests from time to time to be made of "Concrete Blocks" manufactured for sale in Indianapolis the expense of which shall be borne by the "Concrete Block" manufacturer or dealer handling such "Concrete Blocks" for sale in Indianapolis. Such tests may be required as often as the Commissioner of Buildings shall deem necessary to protect the public safety or to satisfy him that the general run of "Concrete Blocks" will stand the required tests as set forth in this Code.

(b) If any "Concrete Block" or Blocks shall fall below the specified minimum of test the Commissioner of Buildings shall cause the total number of blocks manufactured, of which the tested "Concrete Block" is a part, to be destroyed.

(c) The Commissioner of Buildings or his authorized assistants may cause "Concrete Blocks" less than twenty (20) days old delivered upon any building site in Indianapolis that are to be used in any building or structure, to be tested as required for any "Concrete Block" and shall condemn one or all such "Concrete Blocks" when the same do not comply with ninety (90) per cent of the testing requirements in section five (5) which tests shall be made by any recognized laboratory, or under the direction of the Commissioner of Buildings.

Section 13. This ordinance shall be in addition to the building ordinance of the City of Indianapolis, and shall be subject to all the regulations provided in said building ordinances.

PENALTY

Section 14. Any person, firm, corporation or agent who shall violate any provision of this ordinance shall be subject, upon conviction thereof, to a fine of not less than Ten (\$10.00) Dollars or more than One Hundred (\$100.00) Dollars for each offense. The continued violations of any provisions shall constitute a separate offense for each and every day such violation of any provisions hereof shall continue.

Section 15. This ordinance shall be in full force and effect after its passage and due publication as required by law.

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

By Mr. Wise:

GENERAL ORDINANCE NO. 47, 1924.

AN ORDINANCE, abolishing the position of Lieutenant and the salary thereof in the Fire Department and fixing a time when the same shall take effect.

WHEREAS, the Captains and Lieutenants in the Fire Department are now and have been assigned the same duties and responsibilities but with a difference in salary, now therefore,

Be It Ordained by the Common Council of the City of Indianapolis, Indiana:

Section 1. That the position of Lieutenant in the Fire Department and the salary thereof is hereby abolished.

Section 2. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after July 1, 1924.

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

By the Board of Public Works:

SPECIAL ORDINANCE NO. 9, 1924.

AN ORDINANCE authorizing the alienation and conveyance of the following described real estate situated in Marion County, State of Indiana, to-wit: Lot 215 in McCarty's Seventh West Side Addition to the City of Indianapolis, located at Drover street (now known as White River Parkway, West Drive) and River avenue; said real estate belonging to the City of Indianapolis for governmental purposes, and no longer needed for said purposes, and requesting the Judge of the Circuit Court to appoint appraisers for such property and fixing the time when the same shall take effect.

Be It Ordained by the Common Council of the City of Indianapolis, Indiana:

Section 1. That the City of Indianapolis is hereby authorized to sell, alienate and convey by warranty deed the following described real estate, situated in the City of Indianapolis, Marion County, and State of Indiana, to-wit: Lot 215 in McCarty's Seventh West Side Addition to the City of Indianapolis, located at Drover street (now known as White River Parkway, West Drive) and River avenue, for not less than the full appraised value of said real estate and the Judge of the Circuit Court is hereby requested to appoint three disinterested freeholders of the City of Indianapolis to appraise said real estate, and upon the making of such appraisement by such appraisers to report such appraisement to the Board of Public Works of the City of Indianapolis, and that a copy of this ordinance be filed and presented to the Judge of the Circuit Court, and referred to as and for his authority to appoint such appraisers.

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 Parks.

INTRODUCTION OF MISCELLANEOUS.

At 8:00 o'clock p. m. a public hearing was held on General Ordinance No. 41, 1924.

On motion of Mr. Claycombe, the Common Council at 8:45 p. m. o'clock, adjourned.

Walter W. Wise

President.

Attest:

John H. Rhodehamel
City Clerk.