

## REGULAR MEETING.

The Common Council of the City of Indianapolis met in the Council Chamber Monday evening, September 15, 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 seven members, viz.: Messrs. Bernd, Bramblett, Clauer, Claycombe, King, Thompson and Ray.  
Absent, Mr. Buchanan.

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

## -COMMUNICATIONS FROM THE MAYOR.

September 9, 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. Rhodelmel, City Clerk, the following ordinances:

General Ordinance No. 97, 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 location 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 and intensity of use of land and lot areas within such city; creating a board of zoning appeals; defining certain terms used in said ordinance; providing a penalty for its violation and designating a time when the same shall take effect," and fixing the time when the same shall take effect.

General Ordinance No. 102, 1924, an ordinance fixing and establishing the annual rate of taxation and tax levies for the year 1924 for the City of Indianapolis, for each fund for which a separate tax levy is authorized by law, to be collected and expended in the year 1925, and fixing a time when this ordinance shall take effect.

General Ordinance No. 112, 1924, an ordinance transferring certain funds from certain funds in the Building Department, under the Department of Public Safety and reappropriating the same to certain other funds in the same department, and declaring a time when the same shall take effect.

Appropriation Ordinance No. 14, 1924, an ordinance appropriating moneys for the purpose of defraying current expenses of the City Government of the City of Indianapolis, Indiana, and for the

use of the several executive departments thereof, for the fiscal year beginning January 1 1925, and ending December 31, 1925, including all outstanding claims and obligations and fixing a time when the same shall take effect.

Very truly yours,  
LEW SHANK,  
Mayor.

#### REPORTS FROM CITY OFFICERS.

##### From the City Controller:

September 15, 1924.

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

Gentlemen:

I am handing you herewith an ordinance calling for the transfer and reappropriation of the sum of Two Hundred (\$200) Dollars, from the For Change of Venue and Expenses of Legal Business of Marion County, including traveling expenses and employment of local attorneys fund in the Department of Law to the Law Library Fund in the same department, and respectfully recommend the passage of this ordinance.

Yours very truly,  
JOS. L. HOGUE,  
City Controller.

September 15, 1924.

Mr. Joseph L. Hogue,  
City Controller of the City of  
Indianapolis, Indiana.  
Dear Sir:

I am handing you herewith copies of an ordinance calling for the transfer of Two Hundred Dollars from the For Change of Venue and Expense of Legal Business of Marion County, including traveling expenses and employment of local attorneys fund in the Department of Law to the Law Library Fund in the same department.

This transfer is made necessary on account of the shortage in the Law Library Fund, and I respectfully ask that you recommend the passage of same to the Common Council at the next meeting of that body.

Respectfully yours,  
JAMES M. OGDEN,  
Corporation Counsel.

##### From the Board of Public Works:

September 15, 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 handing you herewith for passage an ordinance ordering the Board of Public

Works of the City of Indianapolis, Indiana, to improve Sahn street from the east property line of Pennsylvania street to the west property line of Delaware street, by grading and paving the roadway under Improvement Resolution No. 11886, adopted by the Board of Public Works of the City of Indianapolis, Indiana, on the 25th day of July 1924.

Yours truly,  
ELMER WILLIAMS,  
Clerk Board of Public Works.

September 15, 1924.

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

Gentlemen:

I am directed by the Board of Public Works to submit to you for passage an ordinance approving contracts for the City Market Remodel, the said contracts being as follows:

A—General, Schlegel & Roehm .....	\$114,356.00
B—Plumbing, Freyn Brothers .....	22,979.00
C—Heating, Freyn Brothers .....	5,259.00
D—Wiring, C. L. Smith Electric Co. ....	22,000.00
E—Refrigeration, Triumph Ice Machine Co. ....	21,500.00
F—Sand Blasting, Modern Sand Blast Co. ....	2,975.00

Also contract of Frank B. Hunter, architect.

Yours truly,  
ELMER WILLIAMS,  
Clerk Board of Public Works.

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES

By the City Controller:

GENERAL ORDINANCE NO. 125, 1924.

AN ORDINANCE transferring the sum of Two Hundred (\$200) Dollars from the "For Change of Venue and Expense of Legal Business of Marion County, including Traveling Expenses and Employment of Local Attorneys Fund," in the Department of Law, and reappropriating the same to the "Law Library Fund" in the Department of Law, and declaring 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 Two Hundred (\$200) Dollars, from the "For Change of Venue and Expenses of Legal Business of Marion County, including Traveling Expenses and Employment of Local Attorneys Fund," in the Department of Law, and the same is hereby transferred to and reappropriated to the "Law Library Fund," in the Department of Law.

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. 126, 1924.

AN ORDINANCE ordering the Board of Public Works of the City of Indianapolis, Indiana, to improve Sahn street from the east property line of Pennsylvania street to the west property line of Delaware street by grading and paving the roadway as provided for under Improvement Resolution No. 11886, adopted by the Board of Public Works of the City of Indianapolis, Indiana, on the 25th day of July, 1924, 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, WHEREAS, the Board of Public Works of the City of Indianapolis, Indiana, in the manner prescribed by law, did on the 25th day of July, 1924, adopt Improvement Resolution No. 11886 for the improvement of Sahn street from the east property line of Pennsylvania street to the west property line of Delaware street by grading and paving the roadway.

WHEREAS, the said Board of Public Works did at the same time fix Friday, August 15, 1924, at 2 o'clock p. m., at its office in said city as the time and place for the public consideration of the proposed improvement to hear all persons interested or whose property is effected by said improvement, and notice of the passage of said Resolution and the said time of hearing was published on July 28, 1924, and on August 4, 1924, in the Indianapolis Commercial, a daily newspaper of general circulation printed and published in the City of Indianapolis, and notices by mail were duly forwarded as provided by law, and

WHEREAS, the Board of Public Works pursuant to said notice, met on the 15th of August, 1924, and after said hearing in regular session of the 15th day of August, 1924, took action on said Resolution, the same being confirmed without modification, and

WHEREAS, on the 15th day of August, 1924, a written remonstrance signed by more than a majority of the resident freeholders on said street was filed with the Board of Public Works against said improvement, and

WHEREAS, the Board of Public Works has submitted to the Common Council for its consideration this ordinance ordering the Board of Public Works to proceed with the improvement of said street under said Resolution No. 11886.

NOW, THEREFORE, BE IT FURTHER ORDAINED BY THE COMMON COUNCIL OF THE CITY OF INDIANAPOLIS, INDIANA, that the Board of Public Works of the City of Indianapolis, Indiana, do and is hereby ordered to improve Sahn street from the east property line of Pennsylvania street to the west property line of Delaware street in the City of Indianapolis, Indiana, by grading and paving the roadway under said Improvement Resolution No. 11886, 1924.

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 Board of Public Works:

GENERAL ORDINANCE NO. 127, 1924.

Ordinance Approving Contracts.

WHEREAS, heretofore, to-wit, on the 10th day of September, 1924, the City of Indianapolis, Indiana, by and through its Board of Public Works, in pursuance of Miscellaneous Resolution No. 271 of said board, entered into the following contracts and agreements, which contracts are in the words and figures following, to-wit:

A

CONTRACT.

City Market Remodel.

Amount of contract, \$114,356.00

This AGREEMENT, made and entered into this 10th day of Septemeber, 1924, by and between Schlegel & Roehm hereinafter called the "Contractor" of the County of Marion, and State of Indiana, and the City of Indianapolis by through its Board of Public Works, hereinafter called the "Owner," under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6th, 1905, and all amendatory and supplementary acts thereto.

WITNESSETH, that the contractor and the owner for the considerations hereinafter named agree as follows:

Article 1. The contractor agrees to provide all the materials and to perform all the work under the title "General" as shown on the drawings and described in the specifications entitled "City Market Remodel" known as Miscellaneous Resolution No. 271 of the Board of Public Works of the City of Indianapolis, Indiana, prepared by Frank B. Hunter, Architect, 912 State Life Building, Indianapolis, Indiana, and now on file at the office of the Board of Public Works of said city, and according to the terms of the above mentioned Resolution, and in compliance with the laws and regulations of said city, under the direction and to the entire satisfaction of the said Board of Public Works.

The said Hunter is acting as, and in these contract documents is entitled, the "Architect." The contractor further agrees to do everything required by the general conditions of the contract, specifications and drawings. The said work to be done at the following prices:

For the sum of \$114,356.00.

Article 2. The contractor agrees that the work under this contract shall be substantially completed by the 1st day of March, 1925.

Article 3. The owner agrees to pay the contractor in current funds for the performance of the contract the sum of One Hundred Fourteen Thousand Three Hundred Fifty-six (\$114,356.00) Dollars, subject to conditions and deductions as provided in the general conditions of the contract, and to make payments on account thereof, as provided therein as follows: On or about the 30th day of each month, eighty-five (85) per cent of the value proportionate to the amount of the contract of labor and material incorporated in the work upon the first day of that month as estimated by the architect less the aggregate of previous payments; on substantial completion of the entire work a sum sufficient to increase the total payment to one hundred (100) per cent of the contract price, provided the work

be fully completed and the contract fully performed, the balance due under the contract shall be paid within ten days.

Article 4. The contractor and the owner agree that the general conditions of the contract, specifications and drawings, together with this agreement, form a contract, and that they are as fully a part of the contract as if hereto attached or herein repeated, and that the following is an exact enumeration of the specifications and drawings:

SCHLEGEL & ROEHM,  
By Fred J. Schlegel.  
CITY OF INDIANAPOLIS,  
By W. H. Freeman, Vice-President  
.....  
M. J. Spencer  
Board of Public Works of the City  
of Indianapolis, Indiana.

Approved:

SAMUEL L. SHANK,  
Mayor.

B

#### CONTRACT

City Market Remodel.

Amount of contract, \$22,979.00.

This AGREEMENT, made and entered into this 10th day of Septemeber, 1924, by and between Freyn Brothers, hereinafter called the "Contractor" of the County of Marion and State of Indiana, and the City of Indianapolis, County of Marion and State of Indiana, by and through its Board of Public Works, hereinafter called the "Owner," under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal corporations," approved March 6th, 1905, and all amendatory and supplemental acts thereto.

WITNESSETH, that the contractor and the owner of the considerations hereinafter named agree as follows:

Article 1. The contractor agrees to provide all the materials and to perform all the work under the title "Plumbing" as shown on the drawings and described in the specifications entitled "City Market Remodel" known as Miscellaneous Resolution No. 271 of the Board of Public Works of the City of Indinanopils, Indiana, prepared by Frank B. Hunter, Architect, 912 State Life Building, Indianapolis, Indiana, and now on file at the office of the Board of Public Works of said city, and according to the terms of the above mentioned Resolution, and in compliance with the laws and regulations of said city, under the direction and to the entire satisfaction of the said Board of Public Works.

The said Hunter is acting as, and in these contract documents is entitled, the "Architect." The contractor further agrees to do everything required by the general conditions of the contract, specifications and drawings. The said work to be done at the following price:

For the sum of \$22,979.00.

Article 2. The contractor agrees that the work under this contract shall be substantially completed by the 1st day of March, 1925.

Article 3. The owner agrees to pay the contractor in current funds for the performance of the contract the sum of Twenty-two Thousand Nine Hundred Seventy-nine (\$22,979.00) Dollars subject to additions and deductions as provided in the general conditions of the contract, and to make payments on account thereof as provided there-



in as follows: On or about the 30th day of each month, 85 per cent of the value apportioned to the amount of the contract of labor and material incorporated in the work upon the first day of that month as estimated by the architect less the aggregate of previous payments; on substantial completion of the entire work a sum sufficient to increase the total payment to 100 per cent of the contract price, provided the work is fully completed and the contract fully performed, the balance due under the contract shall be paid within 10 days.

Article 4. The contractor and the owner agree that the general conditions of the contract, specifications and drawings, together with this agreement form a contract, and that they are as fully a part of the contract as if hereto attached or herein repeated, and that the following is an exact enumeration of the specifications and drawings:

Specifications for plumbing for remodeling and additions to the Municipal Market, consisting of printed general directions, page of instructions to bidders, page of standard of quality, and pages 1 to 5 inclusive. Also page of addenda.

Plans consisting of sheets Nos. 2, 3, 4, 5 and 6.

It is further provided and stipulated that the contractor shall give to residents of the City of Indianapolis, Marion County, preference in the employment of all labor necessary in the performing of this contract, and failing to do so shall forfeit to said city the sum of \$10.00 for each day and each employee for each failure to observe this stipulation.

Article 5. The contractor and the owner agree that the owner shall not be bound in any manner by this contract until the same apolis, by ordinance as required by law.

has been approved by the Common Council of the City of Indian-

Article 6. The contractor and the owner agree that the owner shall not be bound in any manner by this agreement until and unless the bonds to be issued for the purpose of raising a sum of money sufficient to pay shall have been executed and sold by the owner.

The contractor and owner for themselves, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, they have executed this agreement and have hereunto set their hands and seals this the 10th day of September, 1924.

FREYN BROTHERS.  
By Harry L. FREYN.

Approved:

SAMUEL L. SHANK,  
Mayor.

CITY OF INDIANAPOLIS.  
By W. H. Freeman, Vice-President

.....  
M. J. Spencer  
Board of Public Works of the City  
of Indianapolis, Indiana.

C

CONTRACT

City Market Remodel.

Amount of contract, \$5,259.00

THIS AGREEMENT, made and entered into this 10th day of September, 1924, by and between Freyn Brothers, hereinafter called

the "Contractor" of the County of Marion and State of Indiana, and the City of Indianapolis, County of Marion, and State of Indiana, by and through its Board of Public Works, hereinafter called the "Owner," under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6th, 1905, and all amendatory and supplementary acts thereto.

WITNESSETH, that the contractor and the owner for the consideration hereinafter named agree as follows:

Article 1. The contractor agrees to provide all the material and to perform all the work under the title "Heating" as shown on the drawings and described in the specifications entitled "City Market Remodel" known as Miscellaneous Resolution No. 271 of the Board of Public Works of the City of Indianapolis, Indiana, prepared by Frank B. Hunter, Architect, 912 State Life Building, Indianapolis, Indiana, and now on file at the office of the Board of Public Works of said city, and according to the terms of the above mentioned Resolution, and in compliance with the laws and regulations of the said city, under the direction and to the entire satisfaction of the said Board of Public Works.

The said Hunter is acting as, and in these contract documents is entitled the "Architect." The contractor further agrees to do everything required by the general conditions of the contract, specifications and drawings. The said work to be done at the following price.

For the sum of \$5,259.00.

Article 2. The contractor agrees that the work under this contract shall be substantially completed by the 1st day of March, 1925,

Article 3. The owner agrees to pay the contractor in current funds for the performance of the contract in the sum of Five Thousand Two Hundred Fifty-nine (\$5,259.00) Dollars, subject to additions and deductions as provided in the general conditions of the contract, and to make payments on account thereof, as provided therein as follows: On or about the 30th day of each month, 85 per cent of the value proportionate to the amount of the contract of labor and material incorporated in the work upon the first day of that month as estimated by the architect less the aggregate of previous payments; on substantial completion of the entire work a sum sufficient to increase the total payment to 100 per cent of the contract price, provided the work be fully completed and the contract fully performed, the balance due under the contract shall be paid within 10 days.

Article 4. The contractor and the owner agree that the general conditions of the contract, specifications and drawings, together with this agreement form a contract; and that they are as fully a part of this contract as if hereto attached or herein repeated, and that the following is an exact enumeration of the specifications and drawings:

Specifications for the remodeling of the steam heating system in the Municipal Market, consisting of printed general conditions, page of instructions to bidders, page of standard of quality, pages 1 to 17 inclusive, and a page of addenda.

Plans consisting of sheets Nos. 4, 7 and 8.

It is further provided and stipulated that the contractor shall give to residents of the City of Indianapolis, Marion County, preference in the employment of all labor necessary in the performing of this contract, and failing to do so shall forfeit to said city the sum



of \$10.00 per each day and each employee for each failure to observe this stipulation.

Article 5. The contractor and the owner agree that the owner shall not be bound in any manner by this contract until the same has been approved by the Common Council of the City of Indianapolis, by ordinance as required by law.

Article 6. The contractor and the owner agree that the owner shall not be bound in any manner by this agreement until and unless the bonds to be issued for the purpose of raising a sum of money sufficient to pay shall have been executed and sold by the owner.

The contractor and owner for themselves, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, they have executed this agreement and have hereunto set their hands and seals this the 10th day of September, 1924.

FREYN BROTHERS,  
By Harry L. Freyn.

Approved:

SAMUEL L. SHANK,  
Mayor.

CITY OF INDIANAPOLIS,  
By W. H. Freeman, Vice-President

.....  
M. J. Spencer  
Board of Public Works of the City  
of Indianapolis, Indiana.

D  
CONTRACT

City Market Remodel.

Amount of contract, \$22,000.00.

THIS AGREEMENT, made and entered into this 10th day of September, 1924, by and between the C. L. Smith Electric Company, hereinafter called the "Contractor" of the County of Marion and State of Indiana, by and through its Board of Public Works, hereinafter called the "Owner," under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporation," approved March 6th, 1905, and all amendatory and supplementary acts thereto.

WITNESSETH, that the contractor and the owner of the consideration hereinafter named agrees as follows:

Article 1. The contractor agrees to provide all the materials and to perform all the work under the title "Wiring" as shown on the drawings and described in the specifications entitled "City Market Remodel" known as Miscellaneous Resolution No. 271 of the Board of Public Works of the City of Indianapolis, Indiana, prepared by Frank B. Hunter, Architect, 912 State Life Building, Indianapolis, Indiana, and now on file at the office of the Board of Public Works of said city, and according to the terms of the above mentioned Resolution and in compliance with the laws and regulations of said city, under the direction and to the entire satisfaction of said Board of Public Works.

The said Hunter is acting as, and in these contract documents is entitled, the "Architect." The contractor further agrees to do everything required by the general conditions of the contract, specifi-

cations and drawings. The said work to be done at the following price:

For the sum of \$22,000.00.

Article 2. The contractor agrees that the work under this contract shall be substantially completed by the 1st day of March, 1925.

Article 3. The owner agrees to pay the contractor in current funds for the performance of the contract the sum of Twenty-two Thousand (\$22,000.00) Dollars subject to additions and deductions as provided in the general conditions of the contract, and to make payments on account thereof, as provided therein as follows: On or about 30th day of each month, 85 per cent of the value proportionate to the amount of the contract of labor and material incorporated in the work upon the first day of that month as estimated by the architect less the aggregate of previous payments; on the substantial completion of the entire work a sum sufficient to increase the total payment to 100 per cent of the contract price, provided the work be fully completed and the contract fully performed, the balance due under the contract shall be paid within 10 days.

Article 4. The contractor and the owner agree that the general conditions of the contract, specifications and drawings, together with this agreement form a contract, and that they are as fully a part of the contract as if hereto attached or herein repeated, and that the following is an exact enumeration of the specifications and drawings:

Specifications for electric wiring, consisting of printed general conditions, page of instructions to bidders, page describing standard of quality, and pages 1 to 3 inclusive.

Plans consisting of sheets Nos: 2, 4, 5 and 6.

It is further provided and stipulated that the contractor shall give to residents of the City of Indianapolis, Marion County, preference in the employment of all labor necessary in the performing of this contract, and failure to do so shall forfeit to said city the sum of \$10.00 per each day and each employee for each failure to observe this stipulation.

Article 5. The contractor and the owner agree that the owner shall not be bound in any manner by this contract until the same has been approved by the Common Council of the City of Indianapolis by ordinance as required by law.

Article 6. The contractor and the owner agree that the owner shall not be bound in any manner by this agreement until and unless the bonds to be issued for the purpose of raising a sum of money sufficient to pay shall have been executed and sold by the owner.

The contractor and owner for themselves, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, they have executed this agreement and have hereunto set their hands and seals this the 10th day of September, 1924.

C. L. SMITH ELECTRIC CO.,  
By Chas. L. Smith, President.

Approved:

SAMUEL L. SHANK,  
Mayor.

CITY OF INDIANAPOLIS,  
By W. H. Freeman, Vice-President  
M. J. Spencer

.....  
Board of Public Works of the City  
of Indianapolis, Indiana.

E

CONTRACT

City Market Remodel.

Amount of contract, \$21,500.00.

THIS AGREEMENT, made and entered into this 10th day of September, 1924, by and between the Triumph Ice Machine Co., hereinafter called the "Contractor" of the County of Marion and State of Indiana, and the City of Indianapolis, County of Marion, and State of Indiana, by and through its Board of Public Works, hereinafter called the "Owner," under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6th, 1905, and all amendatory and supplementary acts thereto.

WITNESSETH, that the contractor and the owner for the considerations hereinafter named agree as follows:

Article 1. The contractor agrees to provide all the materials and to perform all the work under the title "Refrigeration" as shown on the drawings and described in the specifications entitled "City Market Remodel" known as Miscellaneous Resolution No. 271 of the Board of Public Works of the City of Indianapolis, Indiana, prepared by Frank B. Hunter, Architect, 912 State Life Building, Indianapolis, Indiana, and now on file in the office of the Board of Public Works of said city, and according to the terms of the above mentioned Resolution, and in accordance with the laws and regulations of said city, under the direction and to the entire satisfaction of the said Board of Public Works.

The said Hunter is acting as, and in these contract documents is entitled, the "Architect." The contractor further agrees to do everything required by the general conditions of the contract, specifications and drawings. The said work to be done at the following price:

For the sum of \$21,500.00.

Article 2. The contractor agrees that the work under this contract shall be substantially completed by the 1st day of March, 1925.

Article 3. The owner agrees to pay the contractor in current funds for the performance of the contract the sum of Twenty-one Thousand Five Hundred (\$21,500.00) Dollars subject to additions and deductions as provided in the general conditions of the contract, and to make payments on account thereof, as provided therein as follows: On or about the 30th day of each month, 85 per cent of the value proportionate to the amount of the contract of labor and material incorporated in the work upon the first day of that month as estimated by the architect less the aggregate of previous payments; on substantial completion of the entire work a sum sufficient to increase the total payment to 100 per cent of the contract price, provided the work be fully completed and the contract fully performed, the balance due under the contract shall be paid within 10 days.

Article 4. The contractor and the owner agree that the general conditions of the contract, specifications and drawings, together with this agreement form a contract, and that they are as fully a part of the contract as if hereto attached or herein repeated, and that the following is an exact enumeration of the specifications and drawings:

Specifications for refrigerating machinery and material for



remodeling of and additions to the Municipal Market, consisting of printed general conditions, page of instructions to bidders, page of standard of quality, and pages 1 to 5 inclusive.

Plans consisting of sheets Nos. 4 and 5.

It is further provided and stipulated that the contractor shall give to residents of the City of Indianapolis, Marion County, preference in the employment of all labor necessary in the performing of this contract, and failing to do so shall forfeit to said city the sum of \$10.00 for each and each employee for each failure to observe this stipulation.

Article 5. The contractor and the owner agree that the owner shall not be bound in any manner by this contract until the same has been approved by the Common Council of the City of Indianapolis, by ordinance as required by law.

Article 6. The contractor and the owner agree that the owner shall not be bound in any manner by this agreement until and unless the bonds to be issued for the purpose of raising a sum of money sufficient to pay shall have been executed and sold by the owner.

The contractor and owner for themselves, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, they have executed this agreement and have hereunto set their hands and seals this 10th day of September, 1924.

TRIUMPH ICE MACHINE CO.,  
By W. C. Fletcher,

Approved:

SAMUEL L. SHANK,  
Mayor.

CITY OF INDIANAPOLIS,  
By W. H. Freeman, Vice-President

.....  
M. J. Spencer  
Board of Public Works of the City  
of Indianapolis, Indiana.

F

#### CONTRACT

##### City Market Remodel.

THIS AGREEMENT, made and entered into this 10th day of September, 1924, by and between Modern Sand Blast Company, hereinafter called the "Contractor" of the County of Marion, and the State of Indiana, and the City of Indianapolis, County of Marion, and State of Indiana, by and through its Board of Public Works, hereinafter called the "Owner," under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6th, 1905, and all amendments and supplementary acts thereto.

WITNESSETH, that the contractor and the owner for the consideration hereinafter named agree as follows:

Article 1. The contractor agrees to provide all the materials and to perform all the work under the title "Sand Blasting" as shown on the drawings and described in the specifications entitled "City Market Remodel" known as Miscellaneous Resolution No. 271 of the Board of Public Works of the City of Indianapolis, Indiana, prepared by Frank B. Hunter, Architect, 912 State Life Building, Indianapolis, Indiana, and now on file at the office of the Board of Public Works

of said city, and according to the terms of the above mentioned Resolution, and in compliance with the laws and regulations of said city, under the directions and to the entire satisfaction of the said Board of Public Works.

The said Hunter is acting as, and in these contract documents is entitled the "Architect." The contractor further agrees to do everything required by the general conditions of the contract, specifications and drawings. The said work to be done at the following price:

For the sum of \$2,975.00.

Article 2. The contractor agrees that the work under this contract shall be substantially completed by the 1st day of March, 1925.

Article 3. The owner agrees to pay the contractor in current funds for the performance of the contract the sum of Two Thousand Nine Hundred Seventy-five (\$2,975.00) Dollars subject to additions and deductions as provided in the general conditions of the contract, and to make payments on account thereof, as provided therein as follows: On or about the 30th day of each month, 85 per cent of the value proportionate to the amount of the contract of labor and material incorporated in the work upon the first day of that month as estimated by the architect less the aggregate of previous payments; on substantial completion of the entire work a sum sufficient to increase the total payment to 100 per cent of the contract price, provided the work be fully completed and the contract fully performed, the balance due under the contract shall be paid within 10 days.

Article 4. The contractor and the owner agree that the general conditions of the contract, specifications and drawings, together with this agreement form a contract, and that they are as fully a part of the contract as if hereto attached or herein repeated, and that the following is an exact enumeration of the specifications and drawings:

Specifications for cleaning by sand-blast method all parts of Municipal Market and Tomlinson Hall as mentioned, consisting of page 20 in general specifications.

It is further provided and stipulated that the contractor shall give to residents of the City of Indianapolis, Marion County, preference in the employment of all labor necessary in the performing of this contract, and failing to do so shall forfeit to said city the sum of \$10.00 for each day and each employee for each failure to observe this stipulation.

Article 5. The contractor and the owner agree that the owner shall not be bound in any manner by this contract until the same has been approved by the Common Council of the City of Indianapolis, by ordinance as required by law.

Article 6. The contractor and the owner agree that the owner shall not be bound in any manner by this agreement until and unless the bonds to be issued for the purpose of raising a sum of money sufficient to pay shall have been executed and sold by the owner.

The contractor and owner for themselves, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, they have executed this agreement and have hereunto set their hands and seals this the 10th day of September, 1924.

MODERN SAND BLAST COMPANY,  
By C. L. Dohyns.

Approved:

SAMUEL L. SHANK,  
Mayor.

CITY OF INDIANAPOLIS,  
By W. H. Freeman, Vice-President

.....  
M. J. Spencer  
Board of Public Works of the City  
of Indianapolis, Indiana.

THE STANDARD FORM OF AGREEMENT BETWEEN OWNER  
AND ARCHITECT

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THIS AGREEMENT, made the 10th day of September, in the year Nineteen Hundred and Twenty-four, by and between the Board of Public Works of the City of Indianapolis, hereinafter called the owner, and Frank B. Hunter, hereinafter called the architect.

WITNESSETH, that whereas the owner intends to remodel City Market.

NOW, THEREFORE the owner and the architect, for the considerations hereinafter named, agree as follows:

The architect agrees to perform for the above named work, professional services as stated in Article 1 of the "Conditions of Agreement between owner and architect," hereinafter set forth.

The owner agrees to pay the architect at the rate of five and one-half (5½) per cent, hereinafter called the basic rate, computed and payable as stated in the said "Conditions," and to make any other payments and reimbursements arising out of the said "Conditions."

It is understood that all payments in this agreement are to be subject to a bond issue or to an appropriation by the Common Council thereof.

The parties hereto further agree to the following:

CONDITIONS OF AGREEMENT BETWEEN OWNER AND  
ARCHITECT

ARTICLE 1. The Architect's Services—The Architect's professional services consist of the necessary conferences, the preparations of preliminary studies, working drawings, specifications, large scale and full size detail drawings; the drafting of forms of proposals and contracts; the issuance of certificates of payment; the keeping of accounts, the general administration of the business and supervision of the work.

2. The Architect's Fee—The fee payable by the owner to the architect for the performance of the above services is the percentage hereinbefore defined as the basic rate, computed upon the cost of the work in respect of which such services have been performed, subject, however, to any modifications growing out of these Conditions and Agreement.



3. Reimbursements—The owner is to reimburse the architect the costs of transportation and living incurred by him and his assistants while travelling in discharge of duties connected with the work, and the costs of the services of heating, ventilating, mechanical and electrical engineers.

4. Separate Contracts—The basic rate as hereinbefore defined is to be used when all of the work is let under one contract. Should the owner determine to have certain portions of the work executed under separate contracts, as the architect's burden of service, expense and responsibility is thereby increased, the rate in connection with such portions of the work shall be four per cent greater than the basic rate. Should the owner determine to have substantially the entire work executed under separate contracts then such higher rate shall apply to the entire work. In any event, however, the basic rate shall, without increase, apply to contracts for any portions of the work on which the owner reimburses the engineer's fees to the architect, and to the cost of articles not designed by the architect but purchased under his direction.

5. Extra Services and Special Cases—If after a definite scheme has been approved, the owner involves extra services and expense for changes in or additions to the drawings, specifications or other documents; or if a contract be let by cost of labor and material plus a percentage or fixed sum; or if the architect is put to labor or expense by delays caused by the owner or a contractor, or by the delinquency or insolvency of either, or as a result of damage by fire he shall be equitably paid for such extra service and expense.

Should the execution of any work designed or specified by the architect, or any part of such work be abandoned or suspended, the architect is to be paid in accordance with or in proportion to the terms of Article 6 for the service rendered on account of it up to the time of such abandonment or suspension.

6. Payments—Whether the work be executed or whether its execution be suspended or abandoned in part or in whole, payments to the architect on his fee, subject to the provisions of Article 5, to be made as follows:

Upon completion of the preliminary studies, a sum equal to 20% of the basic rate computed upon a reasonable estimated cost.

Upon completion of specifications and general working drawings (exclusive of details) a sum sufficient to increase payments on the fee to 60% of the rate or rates of commission arising from estimated on such completed specifications and drawings, or if bids have been received, then computed upon the lowest bona fide bid or bids.

From time to time during the execution of work and in proportion to the amount of service rendered by the architect, payments shall be made until the aggregate of all payments made on account of the fee under this Article, but not including any covered by the provisions of Article 5, shall be a sum equal to the rate or rates of commission arising from this agreement, computed upon the final cost of the work.

Payments to the architect other than those on his fee, fall due from time to time as his work is done or as costs are incurred.

No deductions shall be made from the architect's fee on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

7. The Owner's Decisions—The owner shall give thorough consideration to all sketches, drawings, specifications, proposals, contracts, and other documents laid before him by the architect, and whenever prompt action is necessary, he shall inform the architect of his decisions in such reasonable time as not to delay the work of the architect nor to prevent him from giving drawings or instructions to contractors in due season.

8. Survey, Borings, and Tests—The owner shall furnish the architect with a complete and accurate survey of the building site, giving the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and contours of the building site, and full information as to sewer, water, gas and electric service. The owner is to pay for borings or test pits and for chemical, mechanical or other tests when required.

9. Supervision of the Work—The architect will endeavor to guard the owner against defects and deficiencies in the work of contractors, but he does not guarantee the performance of their contracts. The supervision of an architect is to be distinguished from the continuous personal superintendence to be obtained by the employment of a clerk-of-the-works.

When authorized by the owner, a clerk-of-the-works acceptable to both owner and architect shall be engaged by the architect at a salary satisfactory to the owner and paid by the owner, upon presentation of the architect's monthly certificates.

10. Preliminary Estimates—When requested to do so, the architect will make or procure preliminary estimates on the cost of the work and he will endeavor to keep the actual cost of the work as low as may be consistent with the purpose of the building and with proper workmanship and material, but no such estimate can be regarded as other than an approximation.

11. Definition of the Cost of the Work—The words "the cost of the work" as used in Article 2 and 6 hereof are ordinarily to be interpreted as meaning the total of the contract sums incurred for the execution of the work, not including architect's and engineer's fees, or the salary of the clerk-of-the-works, but in certain rare cases, e. g., when labor or material is furnished by the owner below its market cost or when old materials are re-used, the cost of the work is to be interpreted as the cost of all materials and labor necessary to complete the work, as such cost would have been if all materials had been new and if all labor had been fully paid at market prices, current when the work was ordered, plus contractors profits and expenses.

12. Ownership of Documents—Drawings and specifications at prices current when the work was ordered, plus contractor's profits instruments of service are the property of the architect whether the work for which they are made be executed or not.

13. Successors and Assignment—The owner and the architect, each binds himself, his successors, executors, administrators and assigns to the other party to this agreement and to the successors, executors, administrators and assigns of such other party in respect of all the covenants of this agreement.

The architect shall have the right to join with him in the performance of this agreement any architect or architects with whom he may in good faith enter into partnership relations. In case of the death or disability of one or more partners, the rights and duties

of the architect, if a firm, shall devolve upon the remaining partner or partners or upon such firm as may be established by him or them, and he, they or it shall be recognized as the "successor" of the architect, and so on until the service covered by the agreement has been performed. The owners shall have the same rights, but in his case no limitation as to the vocation of those admitted to partnership is imposed.

Except as above, neither the owner nor the architect shall assign, sublet or transfer his interest in this agreement without the written consent of the other.

14. Arbitration—All questions in dispute under this agreement shall be submitted to arbitration at the choice of either party.

No one shall be nominated or act as an arbitrator who is in any way financially interested in this contract or in the business affairs of either party.

The general procedure shall conform to the laws of the state in which the work is to be erected. Unless otherwise provided by such laws, the parties may agree upon one arbitrator; otherwise there shall be three, one named in writing by each party and the third chosen by these two arbitrators, or if they fail to select a third within ten days, then he shall be chosen by the presiding officer of the Bar Association nearest to the location of the work. Should the party demanding arbitration fail to name an arbitrator within ten days of his demand, his right to arbitration shall lapse. Should the other party fail to choose an arbitrator within said ten days, then such presiding officer shall appoint such arbitrator. Should either party refuse or neglect to supply the arbitrators with any papers or information demanded in writing, the arbitrators are empowered by both parties to proceed *ex parte*.

The arbitrators shall act with promptness. If there be one arbitrator his decision shall be binding; if three, the decision of any two shall be binding. Such decision shall be a condition precedent to any right of legal action, and wherever permitted by law it may be filed in court to carry it into effect.

The arbitrators shall fix their own compensation, unless otherwise provided by agreement, and shall assess the costs and charges of the arbitration upon either or both parties.

The award of the arbitrators must be in writing and if in writing, it shall not be open to objection on account of the form of the proceedings or the award, unless otherwise provided by the laws of the state in which the work is to be erected.

The owner and the architect hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this agreement, the day and year first above written.

Approved September 10, 1924.

In presence of Frank B. Hunter.

W. H. Freeman, Vice-President

M. J. Spencer,

Board of Public Works.

AND WHEREAS, the said contracts and agreements have been and are hereby submitted by said Board of Public Works of said City of Indianapolis to the Common Council of said city for its consideration and action thereon, therefore,



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

Section 1. That the foregoing contracts and agreements, together with all plans, specifications and general conditions relating thereto and made a part hereof, made and entered into on the 10th day of September, 1924, by the City of Indianapolis by and through its Board of Public Works and

A—General .....	Schlegel & Boehm
B—Plumbing .....	Freyne Brothers
C—Heating .....	Freyne Brothers
D—Wiring .....	C. L. Smith Electric Co.
E—Refrigeration .....	Triumph Ice Machine Co.
F—Sand Blasting .....	Modern Sand Blast Company

be and the same are hereby ratified, confirmed and in all things fully 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 Mr. Bramblett:

GENERAL ORDINANCE NO. 128, 1924.

AN ORDINANCE amending Sub-Section I of Section 4 of General Ordinance No. 37, 1923, regulating the parking of vehicles on Hawthorne Lane from Washington street to Lowell avenue, providing for the publication 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. That Sub-Section I of Section 4 of General Ordinance No. 37, 1923, be and the same is hereby amended by adding thereto the following: "There shall be no parking of vehicles on the west side of Hawthorne Lane from Washington street to Lowell avenue in the City of Indianapolis."

Section 2. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

Which was read a first time.

Mr. Bramblett moved that the rules be suspended and General Ordinance No. 128, 1924, be placed upon its passage.

The roll was called and the rules were suspended by the following vote:

Ayes, 8, viz.: Messrs. Bernd, Bramblett, Clauer, Claycombe, King, Ray, Thompson and President Walter W. Wise.

Mr. Bramblett called for General Ordinance No. 128, 1924, for second reading. It was read a second time.

Mr. Bramblett moved that General Ordinance No. 128, 1924, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 128, 1924, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Bernd, Bramblett, Clauer, Claycombe, King, Ray, Thompson and President Walter W. Wise.

#### INTRODUCTION OF MISCELLANEOUS BUSINESS.

By Mr. Claycombe:

WHEREAS, Divine Providence, in infinite wisdom, has seen fit to take from our midst our fellow member's dearest treasure and has left him and their children sorely tried and bereaved, and,

WHEREAS, we realize how futile must be any words of our so assuage a grief so deep and profound, yet we desire, as best we may, to express to him our sincere sympathy in this, his time of grief and sorrow.

THEREFORE BE IT RESOLVED, that we, the members of the Common Council of the City of Indianapolis, extend the Councilman Buchanan and his family our sincerest sympathy and assure to him that we grieve with him in his great loss, and,

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to Mr. Buchanan and be made a part of our record.

LLOYD D. CLAYCOMBE.

Which was adopted by a rising vote.

Committees were granted more time for consideration of General Ordinance No. 118, 1924, and Special Ordinance No. 16 and 17, 1924.

## ORDINANCES ON SECOND READING

Mr. Bramblett called for General Ordinance No. 113, 1924, for second reading. It was read a second time.

Mr. Bramblett moved that General Ordinance No. 113, 1924, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 113, 1924, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Bernd, Bramblett, Clauer, Claycombe, King, Ray, Thompson and President Walter W. Wise.

Mr. Bramblett called for General Ordinance No. 114, 1924, for second reading. It was read a second time.

Mr. Bramblett moved that General Ordinance No. 114, 1924, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 114, 1924, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Bernd, Bramblett, Clauer, Claycombe, King, Ray, Thompson and President Walter W. Wise.

Mr. Bramblett called for General Ordinance No. 115, 1924, for second reading. It was read a second time.

Mr. Bramblett moved that General Ordinance No. 115, 1924, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 115, 1924, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Bernd, Bramblett, Clauer, Claycombe, King, Ray, Thompson and President Walter W. Wise.



Mr. Bramblett called for General Ordinance No. 116, 1924, for second reading. It was read a second time.

Mr. Bramblett moved that General Ordinance No. 116, 1924, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 116, 1924, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Bernd, Bramblett, Clauer, Claycombe, King, Ray, Thompson and President Walter W. Wise.

Mr. Bramblett called for General Ordinance No. 117, 1924, for second reading. It was read a second time.

Mr. Bramblett moved that General Ordinance No. 117, 1924, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 117, 1924 was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Bernd, Bramblett, Clauer, Claycombe, King, Ray, Thompson and President Walter W. Wise.

Mr. Bramblett called for General Ordinance No. 119, 1924, for second reading. It was read a second time.

Mr. Bramblett moved that General Ordinance No. 119, 1924, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 119, 1924, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Bernd, Bramblett, Clauer, Claycombe, King, Ray, Thompson and President Walter W. Wise.

Mr. Bramblett called for General Ordinance No. 120, 1924, for second reading. It was read a second time.

Mr. Bramblett moved that General Ordinance No. 120, 1924, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 120, 1924, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Bernd, Bramblett, Clauer, Claycombe, King, Ray, Thompson and President Walter W. Wise.

Mr. Bramblett called for General Ordinance No. 121, 1924, for second reading. It was read a second time.

Mr. Bramblett moved that General Ordinance No. 121, 1924, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 121, 1924, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Bernd, Bramblett, Clauer, Claycombe, King, Ray, Thompson and President Walter W. Wise.

Mr. Bramblett called for General Ordinance No. 122, 1924, for second reading. It was read a second time.

Mr. Bramblett moved that General Ordinance No. 122, 1924, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 122, 1924, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Bernd, Bramblett, Clauer, Claycombe, King, Ray, Thompson and President Walter W. Wise.

Mr. Bramblett called for Appropriation Ordinance No. 16, 1924, for second reading. It was read a second time.

Mr. Bramblett moved that Appropriation Ordinance No. 16, 1924, be ordered engrossed, read a third time and placed upon its passage. Carried.

Appropriation Ordinance No. 16, 1924, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Bernd, Bramblett, Clauer, Claycombe, King, Ray, Thompson and President Walter W. Wise.

Mr. Bramblett called for Appropriation Ordinance No. 17, 1924, for second reading. It was read a second time.

Mr. Bramblett moved that Appropriation Ordinance No. 17, 1924, be ordered engrossed, read a third time and placed upon its passage. Carried.

Appropriation Ordinance No. 17, 1924, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Bernd, Bramblett, Clauer, Claycombe, King, Ray, Thompson and President Walter W. Wise.

Mr. Bramblett called for Appropriation Ordinance No. 18, 1924, for second reading. It was read a second time.

Mr. Bramblett moved that Appropriation Ordinance No. 18, be ordered engrossed, read a third time and placed upon its passage. Carried.

Appropriation Ordinance No. 18, 1924, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Bernd, Bramblett, Clauer, Claycombe, King, Ray, Thompson and President Walter W. Wise.



Mr. Bramblett called for Appropriation Ordinance No. 19, 1924, for second reading. It was read a second time.

Mr. Bramblett moved that Appropriation Ordinance No. 19, 1924, be ordered engrossed, read a third time and placed upon its passage. Carried.

Appropriation Ordinance No. 19, 1924, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Bernd, Bramblett, Clauer, Claycombe, King, Ray, Thompson and President Walter W. Wise.

Mr. Bernd called for Special Ordinance No. 14, 1924, for second reading. It was read a second time.

Mr. Bernd moved that Special Ordinance No. 15, 1924, be ordered engrossed, read a third time and placed upon its passage. Carried.

Special Ordinance No. 14, 1924, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Bernd, Bramblett, Clauer, Claycombe, King, Ray, Thompson and President Walter W. Wise.

Mr. Bernd called for Special Ordinance No. 15, 1924, for second reading. It was read a second time.

Mr. Bernd moved that Special Ordinance No. 15, 1924, be ordered engrossed, read a third time and placed upon its passage. Carried.

Special Ordinance No. 15, 1924, was read a third time passed by the following vote:

Ayes, 8, viz.: Messrs. Bernd, Bramblett, Clauer, Claycombe, King, Ray, Thompson and President Walter W. Wise.

Mr. Claycombe moved that General Ordinance No. 109, 1924, be read a third time and placed upon its passage. Carried.

General Ordinance No. 109, 1924, was read a third time and failed to pass by the following vote:

Ayes, 3, viz.: Messrs. Clauer, Claycombe and Ray.

Noes, 5, viz.: Messrs. Bernd, Bramblett, King, Thompson and President Walter W. Wise.

On motion of Mr. Clauer, the Common Council at 9:05 o'clock p. m., adjourned.

*Walter W. Wise*

Attest:

President.

*John N. Rhodehamel*

City Clerk.