

## REGULAR MEETING

The Common Council of the City of Indianapolis, met in the Council Chamber, Monday evening, December 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 six members, viz.: Messrs. Bernd, Bramblett, Claycombe, King, Ray and Thompson.

Absent: Messrs. Buchanan and Clauer.

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

## COMMUNICATIONS FROM THE MAYOR

Indianapolis, Ind., December 2, 1924.

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

Gentlemen—I have approved, signed and delivered to John W. Rhodehamel, City Clerk, General Ordinance No. 153, 1924, an ordinance fixing the compensation of the Bookkeeper in the Department of Building under the Department of Public Safety; repealing all ordinances in conflict herewith and fixing a time when the same shall take effect.

Very truly yours,  
LEW SHANK,  
Mayor.

## REPORTS FROM CITY OFFICERS

From the City Controller:

Indianapolis, Ind., December 15, 1924.

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

Gentlemen—At the request of the Board of Public Safety, I am sending you herewith copies of an ordinance providing for the appropriation of the sum of Eleven (\$11.00) Dollars, out of any unappropriated funds of the City of Indianapolis, to the Department of Finance, to be used in paying a bill for said amount, presented by the Methodist Hospital, for care and medical services rendered to Harry Van Pelt, a member of Hose Company No. 16, injured in col-

lision of Fire Apparatus, while answering fire alarm on December 2nd, 1924, at Meridian and Sixteenth streets.

There is no fund out of which this claim can be paid. I believe this appropriation should be made as an emergency.

I therefore recommend the passage of the same.

Very truly yours,

JOS. L. HOGUE.

City Controller.

Indianapolis, Ind., December 15, 1924.

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

Dear Sir—The Board of Public Safety respectfully request that you recommend to the Common Council the passage of an ordinance appropriating the sum of Eleven (\$11.00) Dollars out of any unappropriated funds of the City of Indianapolis, to the Department of Finance to be used in paying a bill for said amount presented by the Methodist Hospital for care and medical services rendered to Harry Van Pelt a member of Hose Company No. 16, injured in collision of fire apparatus at Meridian and Sixteenth streets, December 2nd, 1924, while answering fire alarm.

Attached hereto you will find copies of an ordinance covering the same.

Yours very truly,

BOARD OF PUBLIC SAFETY,

By Oscar O. Wise, Executive Secretary.

### From the Board of Public Works:

Indianapolis, Ind., December 15, 1924.

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

Gentlemen—I am directed by the Board of Public Works to submit for your approval an ordinance ratifying and confirming certain contracts for the Repair of the Municipal Garage.

Yours truly,

ELMER WILLIAMS,

Clerk, Board of Public Works.

Indianapolis, Ind., December 15, 1924.

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

Gentlemen—At the request of the Board of Public Works I am handing you for passage an ordinance making it unlawful for any person, firm or corporation to cut the sidewalk or curb to construct or maintain any driveway or roadway for the use of vehicles of any nature, in any street 40 or more feet in width within the City of Indianapolis, or to drive over or across any sidewalk or curb, and attaching a penalty for the violation thereof.

Yours truly,

ELMER WILLIAMS,

Clerk, Board of Public Works.

From the Department of Law:

Indianapolis, Ind., December 15, 1924.

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

Gentlemen—In compliance with your request I am sending you herewith copies of an ordinance providing for crossing flagmen at the intersection of the P. C. C. & St. Louis Railroad Company's track and Hanna avenue in the City of Indianapolis, Indiana.

Very truly yours,

WM. T. BAILEY,  
Assistant City Attorney.

Indianapolis, Ind., December 15, 1924.

To John W. Rhodehamel,  
City Clerk, Indianapolis, Indiana.

Dear Sir—At the request of Councilman William E. Clauer, I am sending you herewith copies of an ordinance calling for the installation of crossing gates at the C. C. C. & St. L. Railway Company, at the intersection of said railway companies tracks and East New York street.

You will please transmit same to the Common Council at the next meeting of that body.

Very truly yours,

WM. T. BAILEY,  
Assistant City Attorney.

From the City Plan Commission:

Indianapolis, Ind., December 15, 1924.

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

Dear Sir—I am enclosing a copy of the amendment to General Ordinance No. 158, 1924.

The City Plan Commission, since the introduction of this ordinance, had the matter under consideration and recommends that the same be amended to read as follows, and when so amended that the ordinance be passed.

Respectfully,

INDIANAPOLIS CITY PLAN COMMISSION,  
By R. A. Jaenisch, Secretary.

By the City Controller:

INTRODUCTION OF APPROPRIATION ORDINANCES  
APPROPRIATION ORDINANCE NO. 21, 1924.

AN ORDINANCE, appropriating the sum of Eleven (\$11.00) Dollars to the Department of Finance, for the purpose of paying the Methodist Hospital for care and medical services rendered to Harry Van Pelt, a member of Hose Company No. 16, injured in collision of Fire Apparatus at Meridian and Sixteenth street on

December 2, 1924, while answering fire alarm, 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 there be and is hereby appropriated the sum of Eleven (\$11.00) Dollars, out of any unappropriated funds of the City of Indianapolis, to the Department of Finance, to be used in the paving of the bill for said amount presented by the Methodist Hospital for care and medical services rendered to Harry Van Pelt, a member of Hose Company No. 16, injured in collision of Fire Apparatus at Meridian and Sixteenth streets on December 2nd, 1924, while answering fire alarm.

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

Which was read a first time.

Mr. Thompson moved that the rules be suspended and Appropriation Ordinance No. 21, 1924, be placed upon its passage.

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

Ayes, 7, viz.: Messrs. Bernd, Bramblett, Claycombe, King, Ray, Thompson and President Walter W. Wise.

Mr. King called for Appropriation Ordinance No. 21, 1924, for second reading. It was read a second time.

Mr. King moved that Appropriation Ordinance No. 21, 1924, be ordered engrossed, read a third time and placed upon its passage. Carried.

Appropriation Ordinance No. 21, 1924, was read a third time and passed by the following vote:

Ayes, 7, viz.: Messrs. Bernd, Bramblett, Claycombe, King, Ray, Thompson and President Walter W. Wise.

Messrs. Buchanan and Clauer entered the Council Chamber at 7:50 o'clock p. m. and took their seats.



## INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES

## GENERAL ORDINANCE NO. 161, 1924.

## ORDINANCE APPROVING CONTRACT.

WHEREAS, heretofore, to-wit, on the 26th day of November, 1924, the City of Indianapolis, Indiana, by and through its Board of Public Works, in pursuance of Miscellaneous Resolution No. 272 of said Board, entered into the following contracts and agreements, which contracts are in the words and figures following, to-wit:

## A.

## CONTRACT.

## MUNICIPAL GARAGE.

Amount of Contract, \$86,557.00.

This agreement, made and entered into this 26th, day of November, 1924, by and between Leslie Colvin, 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 materials and to perform all the work under the title "General" as shown on the drawings and described in the specifications entitled "Municipal Garage" known as Miscellaneous Resolution No. 272 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 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 \$86,557.00.

Article 2. The Contractor agrees that the work under this contract shall be substantially completed by the 15th day of June, 1925.

Article 3. The Owner agrees to pay the Contractor in current funds for the performance of the contract the sum of Eighty-six Thousand Five Hundred Fifty-seven (\$86,557.00) 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 materials 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 the Municipal Garage, consisting of printed General Conditions, pages 1 to 9, typewritten General Conditions, pages 10 to 12 inclusive, page of instructions to bidders, page of standard of quality, page of addenda on steel casements, and general conditions pages 15 to 41 inclusive.

Plans consisting of sheets Nos. 1, 2, 3, 4 and 5, second floor framing plans, roof framing plans, and No. 6.

It is further provided and stipulated that the contractor shall give to residents of the City of Indianapolis, Marion County, preferences 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 the 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 assigne 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 26th day of Novmber, 1924.

LESLIE COLVIN.

Approved:

By S. L. SHANK, Mayor.

CITY OF INDIANAPOLIS, INDIANA,

By Charles E. Coffin,

W. H. Freeman,

M. J. Spencer,

Board of Public Works of City

CONTRACT.

of Indianapolis, Indiana.

MUNICIPAL GARAGE.

Amount of contract, \$6,882.00.

THIS AGREEMENT, made and entered into this 26th day of November, 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 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 "Heating" as shown on the drawings and described in the specifications entitled "Municipal Garage" known as Miscellaneous Resolution No. 272 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 price:

For the sum of \$6,882.00.

Article 2. The Contractor agrees that the work under this Contract shall be substantially completed by the 15th day of June, 1925.

Article 3. The Owner agrees to pay the Contractor in current funds for the performance of the contract the sum of Six Thousand Eight Hundred and Eighty-two (\$6,882.00) 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 Condition 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:

Heating specifications for the Municipal Garage, consisting of printed general conditions pages 1 to 6 inclusive, page of instructions to bidders, page of standard of quality, three pages of typewritten general conditions, and pages 7 to 14 inclusive.

Plans consisting of sheets Nos. 3, 4A and 4B.

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 the 26 November, 1924.

FREYN BROTHERS.

By Harry L. Freyn.

Approved:

By S. L. SHANK, Mayor.

CITY OF INDIANAPOLIS,

By Charles E. Coffin,

W. H. Freeman,

M. J. Spencer,

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

C.

### CONTRACT.

#### MUNICIPAL GARAGE.

Amount of Contract \$4,848.00.

THIS AGREEMENT, made and entered into this 26th day of November, 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 "Plumbing" as shown on the drawings and described in the specifications entitled "Municipal Garage," known as Miscellaneous Resolution No. 272 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 accordance 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, specifications and drawings. The said work to be done at the following price:

For the sum of \$4,848.00.

Article 2. The Contractor agrees that the work under this Contract shall be substantially completed by the 15th day of June, 1925.

Article 3. The Owner agrees to pay the Contractor in current funds for the performance of the contract the sum of Four Thousand Eight Hundred Forty-eight (\$4,848.00) 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 account 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 price 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:

Plumbing specifications on the Municipal Garage, consisting of printed general conditions pages 1 to 9 inclusive, typewritten general conditions pages 10 to 12 inclusive, and pages 1 to 10 of general specifications.

Plans consisting of sheets Nos. 1, 2, 3 and 4.

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 26th day of November, 1924.

FREYN BROTHERS,  
By Harry L. Freyn.

Approved:  
By S. L. SHANK, Mayor.

CITY OF INDIANAPOLIS,  
By Charles E. Coffin,  
W. H. Freeman,  
M. J. Spencer,  
Board of Public Works of the  
City of Indianapolis, Indiana.

D.

CONTRACT.  
MUNICIPAL GARAGE.

Amount of Contract, \$2,520.00.

THIS AGREEMENT, made and entered into this 26th day of November, 1924, by and between E. M. Stradling, 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 Corpora-

tions," 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 furnish all the materials and to perform all the work under the title "Wiring" as shown on the drawings and described in the specifications entitled "Municipal Garage" known as Miscellaneous Resolution No. 272 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 \$2,320.00.

Article 2. The Contractor agrees that the work under this contract shall be substantially completed by the 15th day of June, 1925.

Article 3. The Owner agrees to pay the Contractor in current funds for the performance of the contract the sum of Two Thousand Three Hundred Twenty (\$2,320.00) 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 materials 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:

Electric wiring specifications for the Municipal Garage consisting of printed general conditions pages 1 to 9 inclusive, three pages of typewritten general conditions, and pages 1 to 5 inclusive.

Plans consisting of sheets Nos. 1, 2 and 3.

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 4. 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 the 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 26th day of November, 1924.

CITY OF INDIANAPOLIS,  
By Charles E. Coffin,  
W. H. Freeman  
Board of Public Works of the  
City of Indianapolis, Indiana.

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

BE IT RESOLVED 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 26th day of November, 1924, by the City of Indianapolis, by and through its Board of Public Works, and

- A. General—Leslie Colvin.
- B. Heating—Freyn Brothers.
- C. Plumbing—Freyn Brothers.
- D. Wiring—H. M. Stradling.

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.

This agreement, although not a part of the ordinance, is attached hereto for your information.

THE STANDARD FORM OF AGREEMENT BETWEEN  
OWNER AND ARCHITECT

Issued by the American Institute of Architects for use when a percentage of the cost of the work forms the basis of payment.

Second Edition—Copyright 1917 by the American Institute of Architects, Washington, D. C.

THIS AGREEMENT made the 10th day of July 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 erect a Municipal Garage Building.

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 six 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 the sale of a bond issue or to an appropriation by the Common Council therefor.

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 preparation 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 of Agreement.

3. Reimbursements.—The Owner is to reimburse the Architect the costs of transportation and living incurred by him and his assistants while traveling 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 makes a decision which, for its proper execution, 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 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 whole, payments to

the Architect on his fee are, subject to the provisions of Article 5, to be made as follows:

Upon completion of the preliminary studies, a sum equal to 20 per cent 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 of 60 per cent of the rate or rates of commission arising from this agreement, computed upon a reasonable cost 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 deduction 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 electrical 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 contractor's profits and expenses.

12. Ownership of Documents.—Drawings and specifications as 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, executor, 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

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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 Owner 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 July 11, 1924.

CHARLES E. COFFIN,  
W. H. FREEMAN,  
M. J. SPENCER,  
Board of Public Works.  
FRANK B. HUNTER,  
Architect.

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

By the Department of Law:

GENERAL ORDINANCE NO. 162, 1924.

AN ORDINANCE, compelling the P. C. C. & St. L. Ry. Company to provide and maintain crossing flagmen at the intersection of said company's tracks and Hanna avenue in the City of Indianapolis, Indiana, providing a penalty for failure to comply with the same, and fixing 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 P. C. C. & St. L. Railroad Company shall provide and maintain crossing flagmen at the intersection of said company's railroad track and Hanna avenue in the City of Indianapolis, Indiana, continuously between the hours of seven o'clock a. m. and seven o'clock p. m., each and every day in the year, commencing with the time of the taking effect of this ordinance.

Section 2. Any person, firm or corporation who shall fail to comply with any of the provisions of this ordinance shall on conviction be fined in any sum not less than Ten (\$10.00) Dollars nor more than One Hundred (\$100.00) Dollars, and each day's failure so to do shall constitute a separate offense after notice of taking effect of this ordinance.

Section 3. The provisions of this ordinance shall not repeal any of the provisions of any ordinance now in effect, but shall be in addition thereto.

Section 4. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

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

By the Board of Public Works:

GENERAL ORDINANCE NO. 163, 1924.

AN ORDINANCE, regulating the location, construction and maintenance of driveways across sidewalks, providing a penalty, declaring a nuisance, repealing conflicting ordinances 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, in order to promote the public safety and general welfare, it shall hereafter be unlawful to locate, construct or maintain any driveway or roadway over or across any sidewalk, for the use of wagons, carts, carriages, automobiles or vehicles of any nature, in any street forty feet or more in width within the City of Indianapolis, or to cut, change, alter or remove any such sidewalk, within such city, or any curbing adjacent to any such sidewalk for the purpose of locating or constructing any such driveway or roadway.

Section 2. Any person or corporation desiring to cut any sidewalk or curb for the purpose of constructing a driveway within the same shall submit their plans for said cutting to the City Engineer for his approval, and upon said approval shall apply to the Board of Public Works of the City of Indianapolis for permission to cut said sidewalk or curb, and the said Board of Public Works may thereupon grant a permission in writing for the construction and maintenance of such driveway.

Section 3. Any person or corporation who shall violate any of the provisions of this ordinance shall, for each and every such violation be guilty of an offense and, upon conviction thereof, shall be fined not less than twenty-five dollars nor more than one hundred dollars, and the owner or owners of any premises abutting any such sidewalk, for the use of which premises anything in violation of this ordinance shall exist, or any agent, contractor, person or corporation who may have assisted in the commission of any such violation of this ordinance shall each be guilty of a separate offense, and upon conviction thereof shall be fined as hereinabove provided; and each day such violation shall be permitted to exist shall constitute a separate offense, and upon conviction thereof any person or corporation shall be fined as hereinabove provided. Any such driveway or roadway maintained or used in violation of the provisions of this ordinance is hereby declared to be a public nuisance and the same may be abated in such manner as nuisances are now abated under existing law.

Section 4. This ordinance shall not apply to any driveway or roadway across any sidewalk, which said driveway is now being lawfully used for any of the purposes mentioned in Section 1 hereof.

Section 5. This ordinance shall be in full force and effect from and after its passage, approval of the Mayor and publication as required by law.

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

By Mr. Clauer:

GENERAL ORDINANCE NO. 164, 1924.

AN ORDINANCE, compelling the P. C. C. & St. L. Railway Company, Monon Railroad Company and the N. Y. C. & St. L. Railroad Company, to install and maintain crossing gates at the intersection of said railroad companies tracks and East New York street, in the City of Indianapolis, Indiana, providing a penalty for the failure to comply with the same and fixing 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 C. C. C. & St. L. Railway Company, Monon Railroad Company and the N. Y. C. & St. L. Railroad Company, shall install and maintain crossing gates at the intersection of said railroad companies tracks and East New York street, in the City of Indianapolis, Indiana, which gates shall be operated twenty-four (24) hours per day each day in the year after the taking effect of this ordinance.

Section 2. Any person, firm or corporation who shall fail to comply with any of the provisions of this ordinance shall be fined in a sum not less than Ten (\$10.00) Dollars or more than One Hundred (\$100.00) Dollars, and each day's failure so to do shall constitute a separate offense after notice of taking effect of this ordinance.

Section 3. The provisions of this ordinance shall not repeal any of the provisions of any ordinances now in effect but shall be amendatory thereto.

Section 4. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

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

By Mr. Bernd:

SPECIAL ORDINANCE NO. 22, 1924.

AN ORDINANCE disannexing certain territory in the City of Indianapolis, Indiana, defining a part of the boundary line of said city and fixing 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 following described territory now within the corporate limits of the City of Indianapolis, be and the same is hereby disannexed from and thrown out of the City of Indianapolis, Indiana, to-wit:

Beginning at the north property line of West 16th street at its intersection with the east property line of Goodlet avenue; thence north and along the east property line of said Goodlet avenue to the center line of West 18th street; thence west with and along the center line of West 18th street to the center line of Tibbs avenue; thence north with and along the center line of Tibbs avenue to the



center line of West 21st street; thence west with and along the center line of West 21st street to the west line of Section 32, Township 16 North, Range 3 East; thence south with and along said Section line to the north property line of West 16th street; thence east with and along the north property line of West 16th street to the point or place of beginning.

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 BUSINESS.

The monthly report of the Indianapolis Street Railway Company was received and ordered filed with the City Clerk.

On motion of Mr. Thompson, General Ordinances No. 159, 1924, and No. 160, 1924, were stricken from the files.

#### ORDINANCES ON SECOND READING.

Mr. Bramblett called for General Ordinance No. 154, 1924, for second reading. It was read a second time.

Mr. Bramblett moved that General Ordinance No. 154, 1924, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 154, 1924, was read a third time and passed by the following vote:

Ayes, 9, viz.: Messrs. Bernd, Bramblett, Buchanan, Clauer, Claycombe, King, Ray, Thompson and President Walter W. Wise.

Mr. King called for General Ordinance No. 156, 1924, for second reading. It was read a second time.

Mr. Thompson moved that General Ordinance No. 156, 1924, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 156, 1924, was read a third time and passed by the following vote:

Ayes, 9, viz.: Messrs. Bernd, Bramblett, Buchanan, Clauer, Claycombe, King, Ray, Thompson and President Walter W. Wise.

Mr. King called for General Ordinance No. 157, 1924, for second reading. It was read a second time.

Mr. King moved that eneral Ordinance No. 157, 1924, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 157, 1924, was read a third time and passed by the following vote:

Ayes, 5, viz.: Messrs. Bernd, Bramblett, Buchanan, Claycombe and President Walter Wise.

Noes, 4, viz.: Messrs. Clauer, King, Ray and Thompson.

Mr. Claycombe called for General Ordinance No. 158, 1924, for second reading. It was read a second time.

By Mr. Claycombe:

Mr. President—I move that General Ordinance No. 158, 1924, be amended to read as follows:

## GENERAL ORDINANCE NO. 158, 1924.

AN ORDINANCE to amend Section 18 or General Ordinance No. 114, 1922.

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

Section 1. That Section 18 of General Ordinance No. 114, 1922, be amended to read as follows:

Section 18. Front Yards in Residence Districts: A—Between a front yard line, as herein established, and the street line in residence districts no building or structure or portion thereof may be erected. Provided however, that steps, a terrace, uncovered porch or wall not exceeding three and one-half feet in height may be erected between any such front yard line and the street line.

B. In dwelling house districts and apartment house districts front yard lines are hereby established as follows:

1. On a street frontage on either side of a street where more than twenty-five (25%) per cent of such frontage between two intersecting streets is improved with residence buildings, excluding that part thereof which is improved with buildings which are at the street line, the front yard line shall be the alignment of the existing buildings back of the street line.

2. On a street frontage on either side of a street between two intersecting streets, where the front yard line is not established by the provisions of subdivision B-1 of this section, the distance of the front yard line back from the street line, shall be twenty (20%) per cent of the average or normal depth of the lots constituting such street frontage.

3. The front yard line on either side of a street between two intersecting streets, as established by clause B-1 or clause B-2 of this section, shall extend over and along the side line of a corner lot which may be a part of such frontage, unless the entire frontage, on either side of a street, between two intersecting streets shall consist entirely of the side lines of platted corner lots, in which event the front yard line requirements as herein provided shall not apply; provided however, that if any portion of any such platted corner lot shall be occupied by a residence building fronting on such street, then that portion of such lot or frontage so occupied by such residence building, shall, for the purpose of this section, be deemed a separate lot fronting on such street and subject to the front yard requirements hereof.

4. The words "existing building" as used herein shall be taken to mean any building for which a building license has been lawfully issued and on which work has been begun and completed up to the first floor line.

5. The unit for computing the percentage of frontage between two intersecting streets for the purpose of determining the front yard line regulations herein established, shall be the lot in any subdivision or addition comprising such frontage or a part thereof, the plat for which has been regularly filed for record in the office of the recorder of Marion County, Indiana; or if no such plat has been so filed for record then such unit of frontage shall, for the purposes hereof, be considered to be a parcel of ground fifty feet in width in



the "A-1 district and forty feet in width in all other area districts, whether all of said frontage is owned by one or more persons. Only such lots or parcels as are actually occupied by residence buildings shall be considered as improved frontage in determining the front yard line for any block or part thereof.

Section 2. This ordinance shall go into immediate effect upon its passage and approval by the Mayor, and publication as required by law.

L. D. CLAYCOMBE.

Carried.

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

*Walter W. Wise*

President.

Attest:

*John H. Rhodehamel*

City Clerk.