

REGULAR MEETING.

COUNCIL CHAMBER, CITY OF INDIANAPOLIS, IND.

MONDAY, June 6, 1910.

The Common Council of the City of Indianapolis met in the Council Chamber, Monday evening, June 6, 1910, at 7:30 o'clock, in regular session, President William H. Johnson in the chair.

Present: The Hon. William H. Johnson, President of the Common Council, and 8 members, viz: Messrs. McCarthy, Cope-land, Rubens, Denny, Owen, Stiliz, Blumberg and Troy.

Absent, none.

Mr. Denny moved that the reading of the Journal be dis-
pensed with. Carried.

COMMUNICATIONS FROM THE MAYOR.

EXECUTIVE DEPARTMENT,
CITY OF INDIANAPOLIS.
INDIANAPOLIS, IND., May 18, 1910.

To the President and Members of the Common Council:

GENTLEMEN: I return herewith with my approval the following ordi-
nances:

Appropriation Ordinance No. 23, 1910, being "An ordinance appropri-
ating the sum of \$225.00 to and for the use of the Department of Finance,
and fixing a time when the same shall take effect."

General Ordinance No. 17, 1910, being "An ordinance fixing the salaries
of the employes of the Public Comfort Station, and fixing a time when
the same shall take effect."

General Ordinance No. 22, 1910, being "An ordinance regulating the use of fireworks within the City of Indianapolis, Indiana, fixing the penalty for the violation thereof, and the time when the same shall take effect."

General Ordinance No. 24, 1910, being "An ordinance to amend Clause F, Section 5, of General Ordinance No. 32, 1907, entitled 'An ordinance concerning the compensation of all officers, heads of departments, clerks, assistants and employes of the City of Indianapolis, Indiana, and repealing all ordinances in conflict therewith, approved May 16, 1907.'"

I have the honor to remain,

Very truly yours,

S. L. SHANK,
Mayor.

EXECUTIVE DEPARTMENT,
CITY OF INDIANAPOLIS.
INDIANAPOLIS, IND., May 19, 1910.

To the President and Members of the Common Council:

GENTLEMEN: I am returning herewith with my approval the following ordinance:

General Ordinance No. 30, 1910, being "An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 16th day of May, 1910, between the City of Indianapolis, by and through its Board of Public Works, and the Indianapolis, Newcastle and Toledo Electric Railway Company, whereby said company is authorized to run and operate its interurban cars into said city, and to carry passengers, mail, express matter, baggage and freight on such cars, in and upon the streets of the City of Indianapolis, and granting it permission to cross certain streets and alleys in said city, and fixing a time when the same shall take effect."

I have the honor to remain,

Very truly yours,

S. L. SHANK,
Mayor.

REPORTS FROM CITY OFFICERS.

From City Controller:

DEPARTMENT OF FINANCE,
OFFICE OF CITY CONTROLLER.
INDIANAPOLIS, IND., June 3, 1910.

To the President and Members of the Common Council:

GENTLEMEN: I herewith submit a communication from his honor, the Mayor, requesting me to recommend to your honorable body an increase in the salary of the Secretary to the Mayor.

I also submit herewith an ordinance providing for the increase asked for, and would recommend its passage.

Respectfully submitted,

HOWARD KIMBALL,
City Controller.

EXECUTIVE DEPARTMENT,
CITY OF INDIANAPOLIS.
INDIANAPOLIS, IND., May 25, 1910.

Mr. Howard Kimball, City Controller, City:

DEAR SIR: The Mayor's Secretary, known under the law as "assistant to the Mayor," receives at present a salary of twelve hundred dollars (\$1,200.00) per annum. Considering the responsibility of his position as the Mayor's assistant, and the peculiar qualifications required for this office, I consider this salary inadequate in these days of increased cost of living.

The Secretary, in many instances, shares the responsibilities of the Mayor. He must be absolutely trustworthy and competent, with much more ability than is required of a mere clerk. His pay should be commensurate with the ability and work required of him. It is not so now.

I request that you recommend to the honorable Council an increase in the salary of this office. I suggest that the yearly salary be advanced to at least eighteen hundred dollars (\$1,800.00).

Very truly yours,

S. L. SHANK,
Mayor.

From City Controller:

DEPARTMENT OF FINANCE,
OFFICE OF CITY CONTROLLER.
INDIANAPOLIS, IND., June 3, 1910.

To the President and Members of the Common Council:

GENTLEMEN: I herewith submit a communication from the Department of Public Works requesting me to recommend to your honorable body the passage of an ordinance amending General Ordinance No. 17, 1910.

I submit herewith an ordinance providing for the amendments as suggested, and recommend its passage.

Respectfully submitted,

HOWARD KIMBALL,
City Controller.

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD.
INDIANAPOLIS, IND., May 25, 1910.

Mr. Howard Kimball, City Controller, City:

DEAR SIR: When the Common Council passed the ordinance fixing the salaries of employes at the Public Comfort Station it was understood that there were to be three men and three women employed. Since that time the Board has decided not to keep the place open all night, and will only

need two men and two women. This will necessitate the four to be employed to work a little longer time. It will not be necessary to have a head janitor and a head janitress, since there are to be only two men and two women employed, and we feel that there should be a uniform salary for the men and a uniform salary for the women. Since the men are to have extra duties to perform, we believe the salary should be \$50 each per month, and that of the women \$40 each per month, and therefore request that you recommend to the Common Council the passage of an ordinance fixing the salaries accordingly.

Yours truly,

C. A. SCHRADER,
CHARLES L. HUTCHINSON,
E. J. O'REILLY,
Board of Public Works.

From City Controller:

DEPARTMENT OF FINANCE,
OFFICE OF CITY CONTROLLER.
INDIANAPOLIS, IND., June 3, 1910.

To the President and Members of the Common Council:

GENTLEMEN: I submit herewith a communication from the Department of Public Works asking me to recommend an appropriation in the sum of \$500.00 to be added to the fund known as "Furniture and Fixtures."

I submit herewith an ordinance providing for the appropriation asked for, and recommend its passage.

Respectfully submitted,

HOWARD KIMBALL,
City Controller.

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD.
INDIANAPOLIS, IND., May 25, 1910.

Mr. Howard Kimball, City Controller, City:

DEAR SIR: You are respectfully requested to recommend to the Common Council the passage of an ordinance appropriating the sum of \$500.00 to the "Furniture and Fixtures" fund.

Respectfully yours,

C. A. SCHRADER,
CHARLES L. HUTCHINSON,
E. J. O'REILLY,
Board of Public Works.

From City Controller:

DEPARTMENT OF FINANCE,
OFFICE OF CITY CONTROLLER.
INDIANAPOLIS, IND., June 6, 1910.

To the President and Members of the Common Council:

GENTLEMEN: I submit herewith communications from the Department of Public Works and the City Civil Engineer asking me to recommend an appropriation in the sum of \$2,500.00 to be added to the fund known as "Sewers—Construction and Repairs."

I submit herewith an ordinance providing for the appropriation asked for and recommend its passage.

Respectfully submitted,

HOWARD KIMBALL,
City Controller.

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD.
INDIANAPOLIS, IND., June 6, 1910.

Howard Kimball, City Controller, City:

DEAR SIR: You are hereby requested to recommend to the Common Council the passage of an ordinance appropriating \$2,500.00 to repair the Harding street sewer, as recommended by the City Civil Engineer, which recommendation is herewith attached.

Yours truly,

C. A. SCHRADER,
CHARLES L. HUTCHINSON,
E. J. O'REILLY,
Board of Public Works.

OFFICE OF CITY CIVIL ENGINEER,
INDIANAPOLIS, IND., June 6, 1910.

To the Board of Public Works:

GENTLEMEN: Referring to outlet pipe of Harding street and Indiana avenue sewer, crossing Fall Creek, west of City Hospital:

This outlet pipe is carried across the creek on concrete piers, at a level of about three feet above the water level and connects with the White River interceptor on the south side of Fall Creek.

Some of the piers and pipe were carried away by the high water last winter and the sewage is now running into Fall Creek.

It would not be advisable to reconstruct this line for several reasons, namely:

To replace the pipe as originally constructed would mean that the next high water would again tear it out.

To so construct the line that it would not be torn out would mean a construction that would virtually be a dam in the creek.

The main reason for not replacing the line is that the elevation of the sewer on the north side of the creek is so low that the sewage is carried across the creek with practically no fall and enters the White River interceptor at a level below the top of the sewage in the interceptor. This means that the flow is obstructed and the White River interceptor sewage virtually backs up the sewage in the line across the creek.

The only solution to the problem in my mind is as follows:

Construct a well or basin at the north end of the Indiana avenue bridge. In this well would be placed a five-inch centrifugal pump operated by a ten-horse power electric motor. This motor would be equipped with an automatic starting device and the whole arrangement would be under ground.

Reconstruct that part of the sewer in Crawfordsville pike, about nine hundred feet, and continue same to the new well. The sewage from the Harding street district and the Indiana avenue district would flow by gravity into this well and at certain periods, regulated by the automatic

starting device, would be pumped into the Tenth street sewer through a pipe to be placed under the walk of the Indiana avenue bridge, coming into said sewer at the top of the brick arch and above any flow of sewage in the sewer.

I have carefully considered the matter and the above arrangement is, to my mind, the only practical solution of the problem, and the construction of same is herewith recommended.

The estimated cost is two thousand five hundred dollars (\$2,500.00). As there are no funds available to carry out this work, recommendation is herewith made that the City Council be asked to appropriate the above sum.

Very truly,

H. W. KLAUSMANN,
City Civil Engineer.

From Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD.
INDIANAPOLIS, IND., June 6, 1910.

To the President and Members of the Common Council:

GENTLEMEN: I am directed by the Board of Public Works to submit to you, for consideration and action thereon, the attached switch ordinance granting to Benjamin Roberts the right to lay and maintain a side-track or switch across the first alley east of Fountain street, north of Bloyd avenue.

Respectfully yours,

F. J. NOLL, JR.,
Clerk Board of Public Works.

From Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD.
INDIANAPOLIS, IND., May 25, 1910.

To the President and Members of the Common Council:

GENTLEMEN: We have requested the City Controller to recommend an appropriation of \$500.00 to the "Furniture and Fixtures" fund, and wish to explain to the Council why this appropriation is needed.

It was customary for years for the Board of Public Works to receive an appropriation of \$1,000.00 for furniture and fixtures, but the appropriation for this year was only for \$500.00. We expected to be able to get along without an additional appropriation, but found it necessary to purchase an adding machine for the Assessment Bureau, and a typewriter for the Superintendent of Streets' office, to take the place of one that had been in use for twelve years, in addition to the usual necessary small purchases. The fund is now practically exhausted, and as it will be necessary to make some small purchases during the balance of the year, we trust you will pass the ordinance appropriating the sum of \$500.00.

Yours truly,

BOARD OF PUBLIC WORKS,
Per F. J. NOLL, JR.,
Clerk.

From Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD.
INDIANAPOLIS, IND., June 6, 1910.

To the President and Members of the Common Council:

GENTLEMEN: I am directed by the Board of Public Works to submit to you, for consideration and action thereon, the attached switch ordinance granting to Henry Rauh, Kothe, Wells & Bauer and the Vonnegut Hardware Company the right to lay and maintain a sidetrack or switch from the track of the P., C., C. & St. L. Railway Company across McCarty street.

Respectfully yours,

F. J. NOLL, JR.,
Clerk Board of Public Works.

From Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD.
INDIANAPOLIS, IND., June 6, 1910.

To the President and Members of the Common Council:

GENTLEMEN: I am directed by the Board of Public Works to submit to you, for your consideration and action thereon, the attached ordinance ordering the improvement of the first alley north of New York street, from East street to Liberty street, with wooden block, asphalt, bituminous concrete or brick roadway.

Respectfully yours,

F. J. NOLL, JR.,
Clerk Board of Public Works.

From Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD.
INDIANAPOLIS, IND., June 6, 1910.

To the President and Members of the Common Council:

GENTLEMEN: I am directed by the Board of Public Works to submit to you, for your consideration and action thereon, the attached ordinance, being "An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 3d day of June, 1910, between the City of Indianapolis, by and through its Board of Public Works, and the Beech Grove Traction Company, whereby said company is authorized to build, construct, equip, maintain and operate a street and interurban railroad in, over and upon certain streets in the City of Indianapolis, and to carry passengers, mail, express matter, baggage and freight through and into said city on such cars, and fixing a time when the same shall take effect."

Respectfully yours,

F. J. NOLL, JR.,
Clerk Board of Public Works.

From Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD.
INDIANAPOLIS, IND., May 19, 1910.

To the President and Members of the Common Council:

GENTLEMEN: Please inform us at once the number of telephones, main and extensions, you will need for your department for the new city hall building.

Yours truly,
BOARD OF PUBLIC WORKS,
Per F. J. NOLL, JR.,
Clerk.

From Board of Public Health and Charities:

DEPARTMENT OF PUBLIC HEALTH AND CHARITIES,
OFFICE OF THE BOARD.
INDIANAPOLIS, IND., May 24, 1910.

Hon. Edward A. Ramsay, City Clerk, Indianapolis:

DEAR SIR: In reply to your communication of recent date, I beg to state that on Friday, May 20th, I made an inspection of Sellers' farm. The plant is efficient and sanitary. The odor is not disagreeable and the disposal of night soil is satisfactory.

Hoping that this furnishes the information the honorable Council wishes, I am

Yours very truly,
C. S. WOODS,
Secretary Board of Health.

From Board of Public Health and Charities:

DEPARTMENT OF PUBLIC HEALTH AND CHARITIES,
OFFICE OF THE BOARD.
INDIANAPOLIS, IND., May 24, 1910.

Hon. Edward A. Ramsay, City Clerk:

MY DEAR SIR: I submit herewith a statement of the expenditures and balances of the City Hospital for the past four months ending May 1, 1910.

Hoping that this is satisfactory, I am

Yours very truly,
C. S. WOODS,
Secretary Board of Health.

CITY HOSPITAL.

MONTHLY EXPENSE.

	<i>January.</i>	<i>February.</i>	<i>March.</i>	<i>April.</i>	<i>Balances.</i>
Drugs	\$1,130 07	\$274 16	\$143 31	\$177 33	\$775 13
Dry goods	399 43	296 11	.....	214 31	3,090 15
Electrical supplies...	106 82	44 19	16 00	.....	632 99
Engine room	52 73	21 45	139 73	68 52	517 57
Furniture	146 00	13 50	221 50	150 00	969 00
Fuel	796 92	845 80	Held	579 08	3,778 20
Flower Mission	392 42	417 08	424 55	417 35	3,348 60
Gas .....	.....	57 84	.....	.....	592 16
Hardware	43 94	19 16	74 00	123 23	39 67
Horse shoeing	48 10	12 90	.....	29 00	60 00
Incidentals	180 34	110 52	280 00	128 22	1,300 92
Laundry	339 59	93 88	109 19	93 81	563 53
Nursing fund	589 17	574 71	536 78	501 45	4,797 89
Paints and painting..	.....	15 16	52 93	2 75	929 16
Plumbing supplies...	61 59	24 40	.....	36 45	877 56
Provisions	1,552 23	1,602 95	2,008 12	2,048 93	17,787 77
Printing and station- ery	115 05	104 00	100 45	10 00	170 50
Queenware .....	.....	13 25	.....	.....	486 75
Repairs to building..	69 00	227 94	189 96	79 00	1,434 10
Salaries	2,089 09	2,080 48	2,073 80	2,060 94	15,695 69
Stable supplies	48 41	23 64	510 98	90 80	326 17
Surgical supplies ...	960 45	256 34	498 96	363 08	921 17
Telephones	121 50	.....	93 00	28 50	257 00
Tuberculosis fund, Hospital expense..	183 80	270 70	181 50	181 93	728 60
Tuberculosis clinic, Tuberculosis fund.	154 75	107 02	91 86	99 84	.....
Contagious fund (amount used for contagious diseases at City Hospital) out of Contagious Fund City Board of Health	124 86	219 94	138 80	127 66	See Board of Health Balance
Totals per month..	\$9,551 51	\$7,620 10	\$7,793 56	\$7,512 34	\$60,080 28
Patients Treated per month.....	.....	.....	6,965	6,825	7,050
Cost of one patient per day (average).....	.....	.....	\$1 37	\$1 12	\$1 11

REPORTS FROM STANDING COMMITTEES.

From the Committee on Finance:

INDIANAPOLIS, IND., June 6, 1910.

To the President and Members of the Common Council:

GENTLEMEN: Your Committee on Finance, to whom was referred Appropriation Ordinance No. 18, 1910, being "An ordinance appropriating

the sum of \$1,500.00 to and for the use of the Department of Public Works, and fixing a time when the same shall take effect," beg leave to report that they have had the same under consideration and would recommend that said ordinance do not pass.

Respectfully submitted,

FRED C. OWEN.
 GEORGE L. DENNY.
 JAMES E. TROY.
 CHARLES F. COPELAND.
 GEORGE B. RUBENS.

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

From the Committee on Finance:

INDIANAPOLIS, IND., June 6, 1910.

To the President and Members of the Common Council:

GENTLEMEN: Your Committee on Finance, to whom was referred General Ordinance No. 28, 1910, being "An ordinance transferring the sum of \$250.00 from a certain fund to a certain fund in and for the use of the Department of Public Safety, and fixing a time when the same shall take effect," beg leave to report that they have had the same under consideration and would recommend that said ordinance do pass.

Respectfully submitted,

FRED C. OWEN.
 GEORGE L. DENNY.
 JAMES E. TROY.
 CHARLES F. COPELAND.
 GEORGE B. RUBENS.

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

From the Committee on Public Service:

INDIANAPOLIS, IND., June 6, 1910.

To the President and Members of the Common Council:

GENTLEMEN: Your Committee on Public Service, to which was referred General Ordinance No. 21, 1910, entitled "An ordinance concerning the regulation of places of amusement to which an admission fee is charged, prohibiting the soliciting of trade to such places on the streets and alleys of the City of Indianapolis, by calling out in a loud voice to persons on said streets or in the vicinity of such places, and prohibiting the placing of any phonograph, graphophone, or other mechanical sound-producing machine in front of said places, so that the noise therefrom shall be audible to persons upon the streets or alleys of the City of Indianapolis, and providing penalties therefor," has had the same under consideration, and beg leave to report the same back

to the Council with the recommendation that said ordinance be amended as follows:

By inserting after the word "Indianapolis" and before the word "for," in line four of Section 1 of said ordinance, the following words, namely: "between the hour of midnight and the hour of six p. m. following," and that when so amended said ordinance do pass.

Respectfully submitted,

JOHN BLUMBERG.
GEORGE L. DENNY.
FRED C. OWEN.
GEORGE B. RUBENS.
JAMES E. TROY.

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

From the Committee on Public Service:

INDIANAPOLIS, IND., June 6, 1910.

To the President and Members of the Common Council:

GENTLEMEN: We, your Committee on Public Service, to whom was referred General Ordinance No. 27, 1910, being "An ordinance regulating the use of vehicles on the streets, alleys and public highways of the City of Indianapolis, providing penalties for the violation thereof, and fixing a time when the same shall take effect," beg leave to report that we have had said ordinance under consideration and would recommend that the same do not pass.

Respectfully submitted,

JOHN BLUMBERG.
FRED C. OWEN.
GEORGE B. RUBENS.
JAMES E. TROY.

Not concurring:

GEORGE L. DENNY.

Mr. Blumberg moved that the majority report of the committee be concurred in.

The roll was called and the motion to concur was carried by the following vote:

Ayes, 7, viz.: Messrs. McCarthy, Rubens, Owen, Stilz, Blumberg, Troy and President William H. Johnson.

Noes, 2, viz.: Messrs. Copeland and Denny.

From the Committee on Public Service:

INDIANAPOLIS, IND., June 6, 1910.

To the President and Members of the Common Council:

GENTLEMEN: We, your Committee on Public Service, to whom was referred Special Ordinance No. 4, 1910, being "An ordinance annexing to the City of Indianapolis, Indiana, certain platted territory, and fixing the time when the same shall take effect," beg leave to report that we have had said ordinance under consideration and would recommend that the same do pass.

Respectfully submitted,

JOHN BLUMBERG.
GEORGE L. DENNY.
FRED C. OWEN.
GEORGE B. RUBENS.
JAMES E. TROY.

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

From the Committee on Public Improvements:

INDIANAPOLIS, IND., June 6, 1910.

To the President and Members of the Common Council:

GENTLEMEN: We, your Committee on Public Improvements, to whom was referred Special Ordinance No. 3, 1910, being "An ordinance changing the name of certain streets in the City of Indianapolis, Indiana," beg leave to report that we have had said ordinance under consideration and would recommend that the same do pass.

Respectfully submitted,

CHARLES B. STILZ.
CHARLES F. COPELAND.
JOHN BLUMBERG.
FRANK E. MCCARTHY.
JAMES E. TROY.

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

From the Committee on Public Improvements:

INDIANAPOLIS, IND., June 6, 1910.

To the President and Members of the Common Council:

GENTLEMEN: We, your Committee on Public Improvements, to whom was referred Special Ordinance No. 5, 1910, being "An ordinance changing the name of a certain street and giving a name to another street in the City of Indianapolis, and fixing a time when the same shall take effect," beg leave to report that we have had said ordinance under consideration

and would recommend the same be amended by striking out of the title of said ordinance the words "and giving a name to another street," and strike out of Section 1 of said ordinance all the remainder after the words "Boulevard Place," and when said ordinance is so amended we would recommend that the same do pass.

Respectfully submitted,

CHARLES B. STILZ.
JOHN BLUMBERG.
CHARLES F. COPELAND.
JAMES E. TROY.
FRANK E. MCCARTHY.

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

INTRODUCTION OF APPROPRIATION ORDINANCES.

By City Controller:

Appropriation Ordinance No. 24—1910: An ordinance appropriating five hundred dollars (\$500.00) to and for the use of the Department of Public Works, and fixing a time when the same shall take effect.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the sum of five hundred dollars (\$500.00) be and the same is hereby appropriated out of any moneys in the city treasury not otherwise appropriated to and for the use of the Department of Public Works, the sum herein appropriated to be added to and form a part of the "Furniture and Fixtures" fund.

SEC. 2. This ordinance shall take effect and be in force from and after its passage.

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

By City Controller:

Appropriation Ordinance No. 25, 1910: An ordinance appropriating twenty-five hundred dollars (\$2,500.00) to and for the use of the Department of Public Works, and fixing a time when the same shall take effect.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the sum of twenty-five hundred dollars (\$2,500.00) be and the same is hereby appropriated out of any moneys in the city treasury not otherwise appropriated, to and for the use of the

Department of Public Works, the sum herein appropriated to be added to and form a part of the "Sewers—Construction and Repairs" fund.

SEC. 2. This ordinance shall take effect and be in force from and after its passage.

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

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

By City Controller:

General Ordinance No. 32—1910: An ordinance to amend Clause A, Section 2, of General Ordinance No. 32, 1907, entitled "An ordinance concerning the compensation of all officers, heads of departments, clerks, assistants and employes of the City of Indianapolis, Indiana, and repealing all ordinances in conflict therewith, approved May 16, 1907."

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the second paragraph of Clause A of Section 2 of General Ordinance No. 32, 1907, entitled "An ordinance concerning the compensation of all officers, heads of departments, clerks, assistants and employes of the City of Indianapolis, Indiana, and repealing all ordinances in conflict herewith," approved May 16, 1907, where said second paragraph reads "The Secretary to the Mayor shall receive a salary at the rate of twelve hundred dollars (\$1,200.00) per annum," be and the same is hereby amended so as to read "The Secretary to the Mayor shall receive a salary at the rate of eighteen hundred dollars (\$1,800.00) per annum."

SEC. 2. This ordinance shall take effect and be in force from and after its passage.

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

By City Controller:

General Ordinance No. 33—1910: An ordinance amending General Ordinance No. 17, 1910, entitled "An ordinance fixing the salaries of the employes of the Public Comfort Station, and fixing a time when the same shall take effect," approved May 18, 1910, and repealing all ordinances or parts of ordinances that conflict herewith.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That General Ordinance No. 17, 1910, entitled "An

ordinance fixing the salaries of employes of the Public Comfort Station and fixing a time when the same shall take effect," approved May 18, 1910, be amended to read as follows:

That the salaries of the employes of the Public Comfort Station be and the same are hereby fixed as follows:

The janitors shall each receive a salary at the rate of fifty dollars (\$50.00) per month.

The janitresses shall each receive a salary at the rate of forty dollars (\$40.00) per month.

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

SEC. 3. 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 Fees and Salaries.

By Board of Public Works:]

General Ordinance No. 34—1910: An ordinance approving a certain contract granting Benjamin Roberts the right to lay and maintain a sidetrack or switch across the first alley east of Fountain street, north of Bloyd avenue, according to blue prints attached, in the City of Indianapolis, Indiana.

WHEREAS, Heretofore, to-wit: on the 9th day of May, 1910, Benjamin Roberts filed his petition before the Board of Public Works of the City of Indianapolis, as follows:

PETITION.

To the Board of Public Works, City of Indianapolis:

GENTLEMEN: The undersigned hereby petitions for permission to lay and maintain a sidetrack or switch across the first alley east of Fountain street, north of Bloyd avenue.

BENJAMIN ROBERTS.

Now, therefore, This agreement, made and entered into this 9th day of May, 1910, by and between Benjamin Roberts, of the City of Indianapolis, County of Marion, State of Indiana, party of the first part, and the City of Indianapolis, by and through its Board of Public Works, party of the second part,

Witnesseth: That the party of the first part, being desirous of securing a right of way for a sidetrack or switch across the first alley east of Fountain street, north of Bloyd avenue, in the City of Indianapolis, which is more specifically described as follows: The center line of proposed switch described as follows: Beginning at a point in the west line of the first alley east of Fountain street, the said point being twenty-five feet north of the north line of Bloyd avenue, thence in an southeasterly direction to a point in the east line of the first alley east of Fountain street, the said point being twenty-three feet north of north line of Bloyd avenue, hereby covenants and fully binds himself his successors, legal representatives and assigns, that, in consideration of the grant of the privileges and authority herein given, he will lay, construct and maintain said track upon the terms and conditions hereinafter set forth, to-wit:

(1) They shall be so laid, improved and kept in repair as to be safe for persons on foot, in vehicles or otherwise, and shall, at all times, be subject to the orders of the Board of Public Works of the City of Indianapolis.

(2) Said track and switch shall be laid upon such grade as shall be established by said Board, and shall be put down under its supervision and to its satisfaction and approval. Said track shall be raised or lowered to conform to any grade which may, from time to time, be hereafter established, whenever so ordered, in writing, by said Board, and shall be made to conform in all respects with any ordinance passed by the Common Council or with any resolution or resolutions made by said Board, for the elevation or depression of said tracks.

(3) The crossing where said track intersects the first alley east of Fountain street shall, at all times, be kept improved and in repair and free from obstructions or defects of any kind. No car or cars shall be permitted to obstruct such crossing or to be thereon except for such time as may be absolutely necessary in moving them back and forth, and they shall be at no time stopped or detained thereon in such manner as to obstruct public travel.

(4) Said party of the first part agrees, upon the written order of said Board, made for any good cause affecting the interest of the City or the public welfare, to take up and remove said track, and upon said party's failure so to do, upon such notification in writing, of ten (10) days, to promptly pay the cost of having the same done, and the party of the first part hereby releases all claims for damages whatsoever that may arise by reason of such removal; and in removing said track or causing the same to be done, said Board shall in no wise become a trespasser.

(5) The party of the first part agrees to pave between said track to the entire satisfaction of the second party, and in case said tracks shall be or become out of repair or in need of being reconstructed, or become in any way defective (of which fact the said Board shall be the exclusive judge), it shall be the duty of the said party of the first part to promptly repair or remove same, failing in which, after notification in writing of ten (10) days, said Board shall do or cause the same to be done at the expense of the said party of the first part, and for which expense and cost the said party of the first part shall be liable.

(6) The said party of the first part herein binds himself to hold said party of the second part and said city harmless from any and all claims for damages growing out of the existence, maintenance or use of said track, and to pay any judgment, with costs, that may on that account be rendered against the said party or said city, and also to pay all necessary expenses that may be incurred by said city in defending against any such claims.

(7) Any violation of any of the provisions of this instrument by said party of the first part, or by any one for it or at its instance or with its permission, shall operate as an immediate and absolute forfeiture of the privileges and authority given or granted by this contract; provided, however, that the same may be terminated by said Board, as hereinafter set forth.

Said party of the second part by virtue of the provisions of an act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and in consideration of the things hereinbefore set forth and upon the terms and provisions stipulated, hereby gives, grants and duly vests said party of the first part the right, privilege and authority to lay and maintain an additional sidetrack or switch across
in the City of Indianapolis, all as shown by the drawing attached hereto, filed herewith and for greater certainty marked Exhibit "A."

In Witness Whereof, We have hereunto set our hands this 9th day of May, 1910,

BENJAMIN ROBERTS,
Party of the First Part.

CITY OF INDIANAPOLIS,
By C. A. SCHRADER, *President*,
CHARLES L. HUTCHINSON,
E. J. O'REILLY,
Board of Public Works,
Party of the Second Part.

AND WHEREAS, Said contract has been submitted by the Board of Public Works to the Common Council of the City of Indianapolis, for its consideration and action, now, therefore,

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That such contract above set forth be, and the same is hereby in all things confirmed and approved.

SEC. 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 Service.

By Board of Public Works:

General Ordinance No. 35—1910: An ordinance approving a certain contract granting Henry Rauh, Kothe, Wells & Bauer and Vonnegut Hardware Co., the right to lay and maintain a sidetrack or switch from the track of the P., C., C. & St. L. Ry. Co., across McCarty street, according to blue print attached, in the City of Indianapolis, Indiana.

WHEREAS, Heretofore, to-wit: On the 6th day of June, 1910, Henry Rauh filed his petition before the Board of Public Works of the City of Indianapolis, as follows:

PETITION.

To the Board of Public Works, City of Indianapolis:

GENTLEMEN: The undersigned respectfully petitions for permission to lay and maintain a sidetrack or switch from the track of the P., C., C. & St. L. Ry. Co. across McCarty street.

HENRY RAUH.

Now, therefore, This agreement, made and entered into this 6th day of June, 1910, by and between Henry Rauh, of the City of Indianapolis, County of Marion, State of Indiana, party of the first part, and the City of Indianapolis, by and through its Board of Public Works, party of the second part,

Witnesseth: That the party of the first part, being desirous of securing a right of way for a sidetrack or switch from the track of the P., C., C. & St. L. Railway Company across McCarty street to the proposed warehouse of the first party, as shown on attached blue print, in the City of Indianapolis, which is more specifically described as follows: Beginning

at a point in the south line of McCarty street, distant two hundred and twelve (212) feet from the west line of Delaware street; thence northwardly across McCarty street to a point in the north line of McCarty street, distance two hundred and two (202) feet from the west line of South Delaware street, hereby covenants and fully binds himself, his successors, legal representatives and assigns, that, in consideration of the grant of the privileges and authority herein given, he will lay, construct and maintain said track upon the terms and conditions hereinafter set forth, to-wit:

(1) They shall be so laid, improved and kept in repair as to be safe for persons on foot, in vehicles or otherwise, and shall, at all times, be subject to the orders of the Board of Public Works of the City of Indianapolis.

(2) Said track and switch shall be laid upon such grade as shall be established by said Board, and shall be put down under its supervision and to its satisfaction and approval. Said track shall be raised or lowered to conform to any grade which may, from time to time, be hereafter established, whenever so ordered, in writing, by said Board, and shall be made to conform in all respects with any ordinance passed by the Common Council or with any resolution or resolutions made by said Board, for the elevation or depression of said tracks. The party of the first part agrees to relay that part of the pavement of McCarty street approaching said track to a distance and in a manner satisfactory to the Board of Public Works.

(3) The crossing where said track intersects McCarty street shall, at all times, be kept improved and in repair and free from obstructions or defects of any kind. No car or cars shall be permitted to obstruct such crossing or to be thereon except for such time as may be absolutely necessary in moving them back and forth, and they shall be at no time stopped or detained thereon in such manner as to obstruct public travel.

(4) Said party of the first part agrees, upon the written order of said Board, made for any good cause affecting the interest of the City or the public welfare, to take up and remove said track, and upon said party's failure so to do, upon such notification in writing, of ten (10) days, to promptly pay the cost of having the same done, and the party of the first part hereby releases all claims for damages whatsoever that may arise by reason of such removal; and in removing said track or causing the same to be done, said Board shall in nowise become a trespasser.

(5) The party of the first part agrees to pave between said track to the entire satisfaction of the second party, and in case said tracks shall be or become out of repair or in need of being reconstructed, or become in any way defective (of which fact the said Board shall be the exclusive judge), it shall be the duty of the said party of the first part to promptly repair or remove same, failing in which, after notification in writing of ten (10) days, said Board shall do or cause the same to be done at the expense of the said party of the first part, and for which expense and cost the said party of the first part shall be liable.

(6) The said party of the first part herein binds himself to hold said party of the second part and said city harmless from any and all claims for damages growing out of the existence, maintenance or use of said track, and to pay any judgment, with costs, that may on that account be rendered against the said party or said city, and also to pay all necessary expenses that may be incurred by said city in defending against any such claims.

(7) Any violation of any of the provisions of this instrument by said party of the first part, or by any one for it or at its instance or with its permission, shall operate as an immediate and absolute forfeiture of the privileges and authority given or granted by this contract; pro-

vided, however, that the same may be terminated by said Board, as hereinbefore set forth.

Said party of the second part by virtue of the provisions of an act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and in consideration of the things hereinbefore set forth and upon the terms and provisions stipulated, hereby gives, grants and duly vests said party of the first part the right, privilege and authority to lay and maintain an additional sidetrack or switch across McCarty street, in the City of Indianapolis, all as shown by the drawing attached hereto, filed herewith, and for greater certainty marked Exhibit "A."

In Witness Whereof, We have hereunto set our hands this 6th day of June, 1910.

HENRY RAUH,
KOTHE, WELLS & BAUER,
By WM. KOTHE, *President*.
VONNEGUT HARDWARE CO.,
By GEORGE VONNEGUT, *Treas.*
Party of the First Part.

CITY OF INDIANAPOLIS,
By C. A. SCHRADER, *President*,
CHARLES L. HUTCHINSON,
E. J. O'REILLY,
Board of Public Works,
Party of the Second Part.

AND WHEREAS, Said contract has been submitted by the Board of Public Works to the Common Council of the City of Indianapolis, for its consideration and action, now, therefore,

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That such contract above set forth be, and the same is hereby in all things confirmed and approved.

SEC. 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 Service.

By Board of Public Works:

General Ordinance No. 36—1910: An ordinance authorizing and empowering the Board of Public Works of the City of Indianapolis, Indiana, to improve the first alley north of New York street, from East street to Liberty street, with wooden block, asphalt, bituminous concrete or brick roadway.

WHEREAS, The Board of Public Works of the City of Indianapolis, Indiana, did on the 9th day of May, 1910, adopt Improvement Resolution No. 6230, 1910, for the improvement of the first alley north of New York street, from the east property line of East street to the west property line of Liberty street, with wooden block, asphalt, bituminous concrete or brick roadway, and

WHEREAS, The said Board of Public Works did at the same time fix the 27th day of May, 1910, at 10 o'clock a. m., as a date to hear all persons interested or whose property is affected by said proposed improvement;

and the notice of the passage of said resolution and of the said time for hearing was published on the 10th day of May, 1910, and on the 17th day of May, 1910, in the Indianapolis Commercial, a daily newspaper of general circulation, printed and published in the City of Indianapolis, and notices by mail duly forwarded as provided by law; and

WHEREAS, Final action was postponed to June 6, 1910; and

WHEREAS, On the 6th day of June, 1910, the Board having met in regular session, took final action on said Improvement Resolution, same being confirmed with modification; and

WHEREAS, On the 6th day of June, 1910, a written remonstrance of a majority of the resident property owners was filed with the Board against the said improvement; and

WHEREAS, On the 6th day of June, 1910, the said Board of Public Works directed that an ordinance ordering said improvement be submitted to the Common Council for their consideration and action thereon; now therefore,

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, that the Board of Public Works of said city be, and are hereby ordered to improve the first alley north of New York street, from the east property line of East street to the west property line of Liberty street, with wooden block, asphalt, bituminous concrete or brick roadway, in accordance with Improvement Resolution No. 6230, 1910, adopted by the Board of Public Works May 9, 1910, and confirmed June 6, 1910.

SEC. 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 Improvements.

By Board of Public Works:

General Ordinance No. 37—1910: An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 3d day of June, 1910, between the City of Indianapolis, by and through its Board of Public Works, and Beech Grove Traction Company, whereby said company is authorized to run and operate its inter-urban cars into said city along certain streets, and to carry passengers, mail, express matter, baggage and freight on such cars, in and upon the streets of the City of Indianapolis, and fixing the time when the same shall take effect.

WHEREAS, heretofore, to-wit: on the 3d day of June, 1910, the City of Indianapolis, by and through its Board of Public Works, entered into the following contract and agreement with the Beech Grove Traction Company, namely:

FRANCHISE AGREEMENT OF BEECH GROVE TRACTION COMPANY AND CITY OF INDIANAPOLIS.

THIS AGREEMENT, made and entered into this 3d day of June, 1910, by and between the City of Indianapolis, Marion County, Indiana (hereinafter called the City), by and through its Board of Public Works, party of the first part, and Beech Grove Traction Company of Indiana (here-

inafter called the Company), a corporation duly organized and incorporated under and by virtue of the laws of Indiana, party of the second part:

Witnesseth: That, whereas, Said Beech Grove Traction Company of Indiana has presented its written petition to the Board of Public Works of said City of Indianapolis, asking permission to be allowed to build, construct, equip, maintain and operate a street and interurban railroad in, over and upon a certain street in said City of Indianapolis, Indiana, and to run and operate its interurban cars into said city along certain streets therein and hereinafter named, over the tracks of the Indianapolis Street Railway Company and the Indianapolis Traction and Terminal Company, and to carry passengers, mail, express matter, baggage and freight through and into said city on such cars; and

WHEREAS, By the provisions of an Act of the General Assembly of the State of Indiana, entitled "An act concerning street railroad companies in cities the population of which exceeds one hundred thousand; repealing all laws in conflict with this act, and declaring an emergency," which became a law without the Governor's signature on the 3d day of March, 1899, the use of the said tracks of the Indianapolis Street Railway Company and the Indianapolis Traction and Terminal Company shall be upon such conditions and under such regulations as the Board of Public Works and Common Council of such city shall prescribe.

NOW, THEREFORE, The said Board of Public Works of said City of Indianapolis, in consideration of the several agreements of the said Company, party of the second part, hereinafter stipulated and set forth, does hereby (subject to the ratification and approval of the Common Council of said City), authorize, empower and permit the said Beech Grove Traction Company, subject to the conditions hereinafter prescribed and expressed, to operate and run its cars upon and over the tracks of the Indianapolis Street Railway Company and the Indianapolis Traction and Terminal Company; now or hereafter laid and in use in the following streets and avenues of said city, to-wit:

In Shelby street, between Le Grande and Virginia avenues; in Virginia avenue, between Shelby and Maryland streets; in Maryland street, between Virginia avenue and Meridian street; in Meridian street, between Maryland and Washington streets; in Washington street, between Meridian street and Virginia avenue, and in Virginia avenue, between Washington and Maryland streets.

Said Beech Grove Traction Company is hereby authorized, empowered and permitted to build, own, operate and maintain a line of street railway in, over and upon the following street, with one track at present, as follows, to-wit:

The center line of the track, or if two tracks are laid, the center line between such tracks shall begin at the east line of Louthain & Company's subdivision (being the eastern terminus of Le Grande avenue) at a point 25.15 feet from the north line of said Le Grande avenue, and run west parallel with said north line to intersection of Shelby street; thence curve to the north. Also, a second track for a cross-over, beginning at a point west of the west line of Olive street and running parallel with the first track 25.15 feet over south line of said Le Grande avenue to and into Shelby street to connection with the west track of the Indianapolis Traction and Terminal Company. All within the City of Indianapolis, County of Marion, State of Indiana.

Provided, however, That at any time within one year from the taking effect of this contract, the said Company, party of the second part, the Indianapolis Street Railway Company and the Indianapolis Traction and Terminal Company, with the consent and approval of the Board of Public Works, may designate and determine upon a different route for the cars of said second party than the one heretofore designated, over

that part of the line and tracks of the Indianapolis Street Railway Company and the Indianapolis Traction and Terminal Company which are now situated, or hereafter may be constructed, in the streets between New York street on the north, South street on the south, East street on the east, and West street on the west, which route is to remain unchanged for five years. But in the event said Company, party of the second part, and the said Indianapolis Street Railway Company and the Indianapolis Traction and Terminal Company can not agree on a route for such cars over the said line and tracks in and between said streets, or in the parts of said New York, South, East and West streets, forming a boundary as above described, or in the event they fail, neglect or refuse to designate said route before said date, to the satisfaction and approval of the Board of Public Works, the said Board of Public Works shall have the right and power to arbitrarily determine and establish said route over the tracks of said Indianapolis Street Railway Company and said Indianapolis Traction and Terminal Company in the boundary parts of said streets above mentioned, or in any street or streets within such boundary, but in such a way that such route will connect with the other part of the line over which said Company, party of the second part, enters the city, and at the same time connect with the central point and terminal hereinafter designated.

Provided further, however, That after said route is determined and established in accordance herewith, such route shall remain so fixed for a period of not less than five years, but at any time after five years, and at the end of any and every interval of five years thereafter, the said Board of Public Works, or the Indianapolis Street Railway Company and the Indianapolis Traction and Terminal Company, with the consent and approval of the said Board of Public Works, may change said route in said streets and within the boundary aforesaid; but, however, so as to connect with said central point and said station or terminal for the receipt and delivery of express and freight, which are to be and remain the central points and terminals for passengers and express or freight for said second party. But in making such changes the route to be so fixed for the cars of said second party shall be upon the parts of New York, South, East and West streets designated above, or within the boundary formed thereby.

The above grant is made upon the following express conditions:

1. That after entering the City of Indianapolis, all regular passenger cars of said Company, party of the second part, shall stop at all intersecting streets on signal from waiting passengers, or passengers on such cars desiring to leave the same, and shall take on and carry all passengers desiring to take passage on any such cars for the purpose of being transported between different points on the line over which said cars are operated in said city: Provided, That such cars shall not be stopped at and such street for a longer time than is necessary to take on and discharge such passengers, and that no baggage other than hand baggage, nor express or freight matter, shall be unloaded or taken on any such car at any such crossing.

2. The said Company, party of the second part, shall charge five cents (5c) for a single fare between any two points within the corporate limits of the City of Indianapolis or which may subsequently be brought within the corporate limits of the City of Indianapolis by annexation or otherwise, and any passenger who shall pay a single fare of five cents (5c) shall be entitled to ride in the car upon which he took passage to any point on the line of such Company, within such city, as follows: If on an incoming car to the terminal point, and if on an outgoing car to the corporate limits of said city: Provided, however, That said Company shall not discriminate, either in fares or freight rates, in any manner whatsoever, against passenger or freight traffic to or from the City of

Indianapolis, in favor of any other point on the line of railroad operated by said Company.

That the said party of the second part has entered into a contract heretofore referred to with the Indianapolis Street Railway Company and the Indianapolis Traction and Terminal Company and the town of Beech Grove, by certain of the provisions of which contract it is agreed that a fare of ten cents (10c) one way should be charged between the town of Beech Grove and Indianapolis, which contract the party of the first part, being the City of Indianapolis, hereby recognizes.

3. The said Company, party of the second part, shall run and operate its cars in said city with reference to the time schedule of the cars being operated on said lines by the Indianapolis Street Railway Company and the Indianapolis Traction and Terminal Company, which cars shall have the right of way, and so as not to delay or interfere in anywise with the running and operating of the cars of either of said companies or to interfere with any schedule for the running of said cars of either of said companies which may hereafter be fixed by the Board of Public Works, and the said cars of said Company, party of the second part, shall be so operated as not to interfere in any way with public travel at street or alley crossings, nor in any way violate any obligation of either of said companies under the law or any ordinance of the City of Indianapolis, or any other municipality, now in force or which may hereafter be in force, or of the contract between the said Indianapolis Street Railway Company and said city, dated April 7, 1899, or of the contract between said Indianapolis Traction and Terminal Company and said city, or any other existing grant or contract of either of said companies, whether made to or with said companies or either of them or some other person or corporation, to the rights and obligations of which either of said companies has succeeded.

The right is expressly reserved to the said Board of Public Works to fix the time schedules for the running of all the cars of said Company, party of the second part, passing on and over the streets of said city, to the end that there shall be uniformity and regularity in the running of all the cars of the several companies in said city, and also prompt and efficient service.

4. The cars of said Company, party of the second part, shall not be stopped, either for the receiving or discharge of passengers, or for any purpose other than to avoid collisions or casualties, at any point in such city except at street crossings, as hereinafter provided, and at its designated central points and terminals. In stopping its cars at street crossings, said Company, party of the second part, shall at all times be governed by the rules, regulations, ordinances or contracts which are in force governing the stopping of cars of the Indianapolis Street Railway Company and the Indianapolis Traction and Terminal Company at such crossings, or other places in said city.

5. The said Company, party of the second part, may at all times carry in its passenger cars, or in suitable compartments thereof, provided for such purpose, or in mail, express or freight cars of a style and pattern to be approved by the Board of Public Works, such baggage belonging to its passengers, being transported in its passenger cars, as is usually allowed to be carried by passengers in steam railroad companies' cars, and also the United States mail, and such express matter and merchandise as may be enclosed in boxes, crates and parcels, so as to be easily handled, and so as not to be unsightly in appearance or offensive to sight or smell, and also such packages and parcels as are usually carried and delivered by messenger service: Provided, That no live animals (except hunting dogs) shall be carried in any such cars or in any such compartments at any time: And provided further, That all baggage (other than hand baggage), except express matter, parcels and arti-

cles of merchandise carried as aforesaid, shall be delivered at the station and terminals herein referred to, for distribution, and that in no case shall any such baggage (other than hand baggage), or any express matter, parcels or merchandise, be loaded or unloaded in or upon any of the streets, alleys, avenues or public grounds of said city, except at said station or terminals: Provided, also, That fowls properly secured in boxes or coops may be carried in said cars between the hours of 12:30 a. m. and 4:30 a. m.

6. The said Company, party of the second part, shall not be permitted under any circumstances to transport in its cars through or over the streets, alleys or avenues of such city, live animals of any kind, other than hunting dogs. Said Company, subject to the conditions hereinafter prescribed, shall be permitted to haul and handle freight other than designated in Section 5, when a station or terminal for the receipt and delivery of freight shall have been provided. After such terminal or station shall have been provided, the said Company may deliver freight, other than live animals, not of a character offensive to sight or smell, into such station or terminal, where the same may be held for delivery to any part of said city, or for transfer to steam railroad lines, or to the lines of other suburban or interurban companies which may be able to transport under any ordinance regulating such transportation.

The right is hereby expressly reserved by the Board of Public Works and Common Council of said city, to regulate by order or ordinance the carrying of the freight, merchandise, or property of any kind described in Sections 5 and 6 of this contract, through the streets, alleys and avenues of said city, and at any time during the term of this contract, to change the route of cars of said Company, used exclusively for carrying mail, express or freight, over the lines and tracks of the Indianapolis Street Railway Company and the Indianapolis Traction and Terminal Company, but only in such a way that such route shall connect with the other part of the line on which said Company enters the city, and at the same time connect with the station or terminal for the receipt and delivery of freight herein referred to.

7. The rates charged and collected by such Company for the carriage of freight matter between Indianapolis and points on its lines, shall not exceed those charged and collected for the carriage of like freight matter between the same points by other common carriers of freight; and the rates charged and collected by such Company for the carriage of express matter between Indianapolis and points on its lines, shall not exceed those charged and collected for the carriage of like express matter between the same points by other common carriers of express matter: Provided, however, That such Company shall never be compelled to charge or collect less than eighty (80) per centum of the published rates now charged for the carriage between the same points of freight and express matter, as the case may be, by other common carriers of freight and express matter between such points: Provided further, That the maximum rates which such Company may charge hereunder shall not apply to freight of other classes than classes 1, 2, 3 and 4, as such classes are defined by the classification in use January 1, 1902, by the railroad companies operating between Indianapolis and such other points, such classification being that known as "Official Classification No. 22," copyrighted in 1902 by C. E. Gill, Chairman.

8. The cars to be run and operated by said Company, party of the second part, shall be propelled by electric power only: Provided, however, That if the Board of Public Works and Common Council of said city, under the power reserved to them under the contracts entered into between said city and the Indianapolis Street Railway Company and said Indianapolis Traction and Terminal Company, shall by order or ordinance require said Indianapolis companies to introduce any other improved

method of propulsion of its cars running within such city, if so ordered by the Board.

9. If the said Company, party of the second part, shall hereafter be permitted to set poles and string wires in said city, or construct therein any other electrical appliance for the propulsion of its cars, the same shall be constructed by providing for an independent return circuit for the electricity used, or by such approved scientific methods as will prevent any injury by any such current of electricity to water pipes, gas pipes, or any other property in, under or upon any of the streets, alleys or avenues aforesaid, or elsewhere within said city, and the said Company, party of the second part, shall hold the city free and harmless from all damages of every nature whatsoever resulting to any person or property on account of injury caused by the electrical currents of said Company or by the construction or operation of the street railway cars of said Company.

10. If the said Company, party of the second part, shall hereafter be permitted to construct any tracks within said city, or if hereafter any of the tracks of said Company shall by annexation be brought within the limits of said city, then the said Company, or its assigns, shall pave the space between all the rails, including the space between its tracks where there are double tracks, switches or side-tracks, and for a distance of eighteen (18) inches on the outside of the outside rails of its tracks, and shall make all necessary repairs in said space under specifications both as to material and manner as may be provided by the Board of Public Works, and shall repave the same when necessary and ordered by the said Board, and keep the same in repair, said paving and repairing to be done under specifications both as to material and manner as may be provided by the said Board and under the supervision of the City Engineer of said city; and said Company shall also keep in repair that part of the floors of all bridges or culverts crossed by any of its tracks which is situate between the outer rails of said tracks, and for a distance of eighteen (18) inches on the outer side of such outer rails, and also the space between the tracks where there are double tracks; and in case of failure on the part of said Company to make any such improvement or repairs as aforesaid, either to streets, avenues or alleys, or bridges, as herein provided, upon reasonable notice by said Board, then the said Board of Public Works shall have the right to proceed to make any such improvement or repairs, and the cost of making the same shall be paid by said Company, and the collection of such cost of paving and improving and repairing the space between the tracks and eighteen (18) inches on the outer side of such outer rails, shall be in every respect in conformance with the laws of the State of Indiana, with reference to the collection and assessments of street improvements, the party of the second part hereby agreeing that the said improvement and paving shall be paid by it as if it were an abutting property owner, with the amount fixed as the cost of the improvement, it being hereby agreed that the Board of Public Works may assess the said Company, the party of the second part, the cost of the improvement as an abutting property owner, and collect the same in the manner provided by the laws of Indiana for the collection of assessments for the improvement of streets and alleys.

And it is also agreed by and between said parties that the party of the second part shall at all times during the period of this franchise keep on deposit in the city treasury to the credit of the said Board of Public Works, the sum of one thousand (\$1,000) dollars, to be designated as an emergency fund. Whenever, in the opinion of said Board of Public Works, an emergency arises for the immediate repair of any dangerous defect found to exist in that part of any street, alley, avenue or public place required by this contract to be kept in repair by said Company, and the said Company has failed on notice to immediately repair the same,

the said Board shall cause said repair to be made at once, and if said Company shall not promptly pay the bill for the cost of such repairs, when made out and presented at the office of the said Company in said city, then said Board may draw the amount of such bill from said emergency fund, which fund shall be reimbursed by said Company without any delay and kept up to said amount of one thousand (\$1,000) dollars as aforesaid.

This provision as to an emergency fund is in addition to all other provisions herein contained on the subject of repairing streets, and is not intended to modify or change any other provisions or penalties of this contract concerning the same.

11. The said Company, party of the second part, shall during the entire period for which this franchise is granted, so operate its cars in said city as to render the public at all times first-class and efficient service; that the motive power furnished by said Company shall at all times be ample and of the most improved kind; that its cars shall be of the best and of the most approved pattern, style and finish; at all times kept clean, well ventilated, provided with comfortable seats for passengers, and heated with safe and convenient appliances whenever the weather is such that the comfort of the passengers requires the same, and lighted at night with electricity, or, subject to the approval of the Board of Public Works, with other equally efficient light; that all such cars shall be kept in good repair, and shall at all times be so painted on the outside and decorated on the inside as to present an attractive appearance, and shall be repainted and redecorated from time to time as may be necessary to maintain such appearance; that each of such cars shall be provided with the most approved life guards, and all other modern appliances for the safety of its passengers and employes, including a headlight, which, if an electric arc light, shall be so screened or shaded while said cars are within the city limits as not to interfere with the vision of approaching persons or animals; that each of such cars shall have thereon the name of said Company, or the point of its destination, in letters of such size that the same may be readily discerned and read by persons of ordinary eyesight, and that at night such name shall be so illuminated or displayed that the same may be readily and easily seen and read by persons desiring to take passage in such cars; that the tracks of said Company, which may come within such city by extension of its boundaries or hereafter be permitted to be constructed or owned therein, shall at all times be kept in repair, provided with the most modern and improved rails, of sufficient size and weight and in such condition that passengers riding in cars over the same shall suffer no discomfort or inconvenience by reason of such tracks or any part thereof being irregular, uneven or in anywise insufficient and the right is reserved by the Board of Public Works of such city to order any needed repairs to said tracks or roadbed, or cars or appliances, and the said Company, party of the second part, agrees to comply with all such orders. The said cars to be used by said Company, party of the second part, together with all the machinery, appliances and appurtenances thereof, shall be suitable and adapted to be operated upon the tracks of the Indianapolis Street Railway Company and the Indianapolis Traction Company, without injury to said tracks or any of the appurtenances thereof, or the pavement required to be kept in repair by said companies, provided such pavement shall not be laid or maintained above the level of the head of the rail, and shall at all times be so operated as not to injure the same, or any of the cars or other property of either of said companies.

In case the said Company, party of the second part, shall fail to comply with any of the foregoing agreements or stipulations contained in this clause, concerning motive power, the kind of cars to be used, or the equipment, painting, decorations, heating, lighting or designating the same, or

concerning life guards and appliances for the safety of passengers and employes, rails, roadbeds or other stipulations herein contained concerning the operation, maintenance or construction of its line of street railway and cars, or in case said Company shall fail to comply with any of the stipulations or provisions of this contract, and the Board of Public Works shall, by written notice, served on any officer of said Company, require compliance with any such stipulation within a reasonable time therein fixed, and said Company shall continue to fail and refuse, after any such period so fixed, to comply with any such provision or stipulation, or notice or order of the Board pertaining thereto, then said Company shall forfeit to said city the sum of fifty (\$50) dollars for each day that it shall continue to violate any such provision or stipulation, which sum may be collected without relief from valuation or appraisal laws, either by suit on any bond which may be given by said Company for the performance of the conditions of this contract or otherwise, by instituting any proper proceedings to recover said forfeiture, as the said Board may elect: Provided, That nothing herein contained shall be construed as an attempt to abridge or in anywise restrict the power of the Common Council of said city to enact reasonable ordinances providing for the safety, comfort or convenience of the public traveling on the cars of said Company within said city, and also providing reasonable penalties for the violation thereof.

In further consideration of the grant herein and hereby made, the said Company, party of the second part, agrees and binds itself to pay to the said city on the first day of January, 1911, and annually thereafter during the term of this franchise, the sum of one cent (1c) for each and every round trip made by any car of said Company over the streets of said city during the year preceding said date; and thereafter annually during the next ten (10) years the sum of two cents (2c) per round trip for each and every round trip made by any car of said Company over the streets of said city during the preceding year; and for the balance of said period for which this franchise is granted said party of the second part agrees and binds itself to pay as aforesaid the sum of three cents (3c) per round trip for each and every car as above described; and in consideration of such agreement of said Company to make said payments and of said payments, said city undertakes and agrees that it will not at any time impose on or exact from said second party, its successors or assigns, or its or their property, or require to be paid by it or them any other sum or sums as or for a franchise or car tax or charge, or any other special tax or charge than those above provided to be paid, but nothing in this contract contained shall affect the liability of said Company, its successors or assigns, to general taxation.

This contract shall take effect and be in force for a term of thirty-four (34) years from and after the date of its approval and ratification by an ordinance of the Common Council.

The limitation of time is one of the essential and governing conditions of this contract, and at the expiration of said period the rights of said Company, party of the second part, to run or operate its cars within such city shall absolutely cease, and all rights under this contract shall terminate, and it shall be deemed and held a trespasser if it shall undertake to run or operate any car over any such street after that time.

Neither this contract nor any of the rights or privileges named therein shall ever be assigned or transferred by said Company to any person, firm or corporation without the written consent of said Board of Public Works, duly entered upon the records of said Board, first being given, and in the event of any such transfer or assignment without the said written consent of said Board of Public Works, then all rights and privileges of said Company under the contract shall absolutely cease and become void, and said Company shall be deemed and held a trespasser

if it shall thereafter undertake to run or operate any car over any street or alley of said city.

And it is also agreed and understood that the said Company, party of the second part, shall not permit to be used or operated on its said line within said city any car or cars by any person or corporation without the consent of the Board of Public Works, entered upon the record of said Board, and until after terms for compensation for such use have been agreed upon with said Indianapolis Street Railway Company and the Indianapolis Traction and Terminal Company, or fixed as provided by law. It is further agreed and understood that the right to use the tracks of said Indianapolis Street Railway Company and the Indianapolis Traction and Terminal Company, hereby granted, is subject to the payment by said Company, party of the second part, to said railway companies respectively, of compensation for such use as fixed by agreement or judgment of the proper court, as and when such compensation shall become due and payable, and that in default of such payment, and so long as such default may continue, said railway companies, or either of them, shall have the right to exclude said Company, party of the second part, from such use.

12. The said Company, party of the second part, before exercising any of the rights hereby granted, shall execute to the City of Indianapolis a good and sufficient bond in the sum of one thousand (\$1,000) dollars, with good and sufficient sureties to be approved by the said Board of Public Works, conditioned that the party of the second part shall faithfully carry out and perform each and every agreement herein contained, and shall well and truly pay to said city all penalties, forfeitures and other sums of money for which, under the terms of this contract, it may become liable to said city; and said bond shall be renewed from time to time during said period on the demand of the Board of Public Works of said city, whenever by reason of the insufficiency of the surety thereon or the impairment of the amount thereof by reason of the accumulation of unpaid penalties, forfeits, judgments or other claims against said Company, in favor of said city, the said Board deem such renewal necessary.

And in case the said Company, party of the second part, shall on reasonable demand of said Board fail or refuse to renew such bond or furnish additional surety thereon as may be required, then its rights under this contract shall cease, and the franchise herein granted be forfeited, which forfeiture may be enforced in any court of competent jurisdiction.

Any right which might be claimed by said Company, party of the second part, to run or operate any car in or on any street of such city, after the expiration of said period, either under the provisions of the statute under which it was incorporated, or any other statute or ordinance now existing, is hereby expressly waived.

In Witness Whereof, Said parties have hereunto set their hands and seals this 3d day of June, 1910.

THE CITY OF INDIANAPOLIS,
By C. A. SCHRADER,
CHARLES L. HUTCHINSON,
E. J. O'REILLY,
Its Board of Public Works.

S. L. SHANK,
Mayor.

BEECH GROVE TRACTION COMPANY,
By JOHN WOCHER,
President.

Attest:
C. F. SCHMIDT,
Secretary.

AND WHEREAS, Said contract and agreement has been submitted by said Board of Public Works of said City of Indianapolis to the Common Council of said city for its action thereon; therefore,

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the foregoing contract and agreement made and entered into on the 3d day of June, 1910, by the City of Indianapolis, by and through its Board of Public Works, and the Beech Grove Traction Company, be and the same is hereby in all things ratified, confirmed and approved, and said Beech Grove Traction Company is hereby granted all rights, privileges and franchises as in said contract and agreement set forth, in accordance with the terms, conditions and provisions thereof.

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

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

By Mr. Stilz:

General Ordinance No. 38—1910: An ordinance providing for protection to passengers and buildings in the operation of elevators, the equipment of elevator doors with safety devices and appliances, the placing of starters on each floor in buildings where elevators are in operation, providing for a penalty, and fixing a time when it shall take effect.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the doors of all passenger elevators shall be equipped with door and controller locks which operate automatically, locking each door in the elevator shaft, and so contrived and installed that the only time a door can be opened is when the car stops at a floor, and that when the elevator car is moving all elevator shaft doors are automatically, mechanically, securely and safely locked, and that it should be such a contrivance as that it will automatically and mechanically operate to close and safely lock the said elevator door and controller locks on such door: Provided, That all elevators in all buildings in the City of Indianapolis, or the owners of elevators operated in buildings in the City of Indianapolis, who do not equip their elevators with such safety devices and appliances for automatically locking each door in an elevator shaft, shall maintain in lieu thereof at each floor, an elevator starter and caller, who shall see that each door in the elevator shaft is properly closed before the elevator is started.

SEC. 2. That it shall be unlawful for the owner of any passenger elevator, operated in any building in the City of Indianapolis, to fail or permit such elevator to be in operation without providing the doors of the elevator shaft with safety devices and appliances, automatically locking the doors of such elevator shafts, or providing for a starter or caller on each floor of said building as in Section 1 provided.

SEC. 3. That the owner of any elevator failing to comply with the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined in any sum not to exceed one hundred (\$100.00) dollars.

SEC. 4. This ordinance shall be in effect from and after its passage and approved by the Mayor.

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

MISCELLANEOUS BUSINESS.

Mr. Denny moved that the Clerk be instructed to notify the Board of Public Works that the Council is unable to tell at present how many telephones would be wanted in the new Council Chamber, but the matter could be left open until the new Council Chamber is occupied. Carried.

ORDINANCES ON SECOND READING.

Mr. Owen called for Appropriation Ordinance No. 18, 1910, for second reading. It was read a second time.

Mr. Owen moved that Appropriation Ordinance No. 18, 1910, be stricken from the files. Carried.

Mr. Owen called for General Ordinance No. 28, 1910, for second reading. It was read a second time.

Mr. Owen moved that General Ordinance No. 28, 1910, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 28, 1910, was read a third time and passed by the following vote:

Ayes, 9, viz.: Messrs. McCarthy, Copeland, Rubens, Denny, Owen, Stilz, Blumberg, Troy and President William H. Johnson.

Noes, none.

Mr. Owen called for Appropriation Ordinance No. 14, 1910, which was read a second time at the regular meeting of May 16, 1910.

Mr. Owen moved that Appropriation Ordinance No. 14, 1910, be ordered engrossed, read a third time and placed upon its passage. Carried.

Appropriation Ordinance No. 14, 1910, was read a third time and passed by the following vote:

Ayes, 9, viz.: Messrs. McCarthy, Copeland, Rubens, Denny, Owen, Stilz, Blumberg, Troy and President William H. Johnson.

Noes, none.

Mr. Blumberg called for General Ordinance No. 21, 1910, for second reading. It was read a second time.

Mr. Blumberg moved that General Ordinance No. 21, 1910, be amended as recommended by the committee. Carried.

Mr. Blumberg moved that General Ordinance No. 21, 1910, be ordered engrossed as amended, read a third time and placed upon its passage. Carried.

General Ordinance No. 21, 1910, was read a third time and passed by the following vote:

Ayes, 9, viz.: Messrs. McCarthy, Copeland, Rubens, Denny, Owen, Stilz, Blumberg, Troy and President William H. Johnson.

Noes, none.

Mr. Blumberg called for General Ordinance No. 27, 1910, for second reading. It was read a second time.

Mr. Blumberg moved that General Ordinance No. 27, 1910, be stricken from the files.

The roll was called and General Ordinance No. 27, 1910, was stricken from the files by the following vote:

Ayes, 6, viz.: Messrs. McCarthy, Rubens, Owen, Stilz, Blumberg and Troy.

Noes, 3, viz.: Messrs. Copeland, Denny and President William H. Johnson.

Mr. Blumberg called for Special Ordinance No. 4, 1910, for second reading. It was read a second time.

Mr. Blumberg moved that Special Ordinance No. 4, 1910, be ordered engrossed, read a third time and placed upon its passage. Carried.

Special Ordinance No. 4, 1910, was read a third time and passed by the following vote:

Ayes, 9, viz.: Messrs. McCarthy, Copeland, Rubens, Denny, Owen, Stilz, Blumberg, Troy and President William H. Johnson.

Noes, none.

Mr. Stilz called for Special Ordinance No. 3, 1910, for second reading. It was read a second time.

Mr. Stilz moved that Special Ordinance No. 3, 1910, be ordered engrossed, read a third time and placed upon its passage. Carried.

Special Ordinance No. 3, 1910, was read a third time and passed by the following vote:

Ayes, 9, viz.: Messrs. McCarthy, Copeland, Rubens, Denny, Owen, Stilz, Blumberg, Troy and President William H. Johnson.

Noes, none.

Mr. Stilz called for Special Ordinance No. 5, 1910, for second reading. It was read a second time.

Mr. Stilz moved that Special Ordinance No. 5, 1910, be amended as recommended by the committee. Carried.

Mr. Stilz moved that Special Ordinance No. 5, 1910, be ordered engrossed as amended, read a third time and placed upon its passage. Carried.

Special Ordinance No. 5, 1910, was read a third time and passed by the following vote:

Ayes, 9, viz.: Messrs. McCarthy, Copeland, Rubens, Denny, Owen, Stilz, Blumberg, Troy and President William H. Johnson.

Noes, none.

On motion of Mr. Copeland, the Common Council, at 9:15 o'clock P. M., adjourned.

W. H. Johnson

President.

ATTEST:

Edward A. Ramsay

City Clerk.

