

REGULAR MEETING.

COUNCIL CHAMBER, CITY OF INDIANAPOLIS, IND.

MONDAY, June 5, 1905.

The Common Council of the City of Indianapolis, met in the Council Chamber, Monday evening, June 5, 1905, at 7:45 o'clock, in regular session, President James H Billingsley in the chair.

The Clerk called the roll:

Present: The Hon. James H. Billingsley, President of the Common Council, and 12 members, viz.: Messrs. Cooper, Cottey, Crall, Fishback, Gasper, Linus, Moriarity, Murray, Rhodes, Shea, Sullivan, Uhl.

Absent, 8, viz.: Messrs. Davis, Eppert, Hofmann, Krause, Storm, Wahl, Wolsiffer, Wright.

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

COMMUNICATIONS FROM THE MAYOR.

INDIANAPOLIS, IND., May 17, 1905.

To the Honorable, the President and Members of the Common Council:
Gentlemen: I herewith return to you with my signature and approval Appropriation Ordinance No. 13, 1905; General Ordinance No. 39, 1905, and General Ordinance No. 40, 1905.

Respectfully,

JOHN W. HOLTZMAN,
Mayor.

Which was read.

REPORTS FROM CITY OFFICERS.

From the City Controller:

INDIANAPOLIS, IND., June 5, 1905.

To the President and Members of the Common Council:
Gentlemen: I inclose letter from the Board of Public Safety re-

requesting the transfer of \$200 from the "Gas and Electric Light" appropriation to "Electrical Department," both in Police Force accounts. I recommend the transfer and inclose ordinance for that purpose.

Respectfully,

J. P. DUNN,
City Controller.

INDIANAPOLIS, IND., May 22, 1905.

Mr. J. P. Dunn, City Controller:

Dear Sir: The Board of Public Safety at their meeting, held Wednesday, May 17, 1905, directed me to request you to recommend to the Common Council the transfer of \$200.00 from Gas and Electric Light Fund to Electricity Fund, Station House accounts.

The balance in the Electricity Fund at present is only \$399.14 and as the Gamewell system at the Police Department are in need of 242 head plates, which will cost at least \$500.00, we recommend that this transfer be made.

Respectfully,

E. C. McLAUGHLIN,
Secretary.

Which was read.

REPORTS FROM OFFICIAL BOARDS.

From the Board of Public Works:

INDIANAPOLIS, IND., June 5, 1905.

To the President and Members of the Common Council:

Gentlemen: We herewith transmit to you an ordinance, ratifying, confirming and approving a certain contract entered into May 26, 1905, between the City of Indianapolis, by and through this Board and the Cleveland Street Lighting Company of Cleveland, Ohio, for incandescent naphtha street lights, for a period of one year, dating from August 15, 1905.

Respectfully,

M. A. DOWNING,
JACOB WOESSNER,
DAVID WALLACE,
Board of Public Works.

Which was read.

INDIANAPOLIS, IND., June 5, 1905.

To the President and Members of the Common Council:

Gentlemen: We herewith transmit to you an ordinance, ratifying, confirming and approving a certain contract entered into May 26, 1905, between the City of Indianapolis, by and through this Board, and the Cleveland Street Lighting Company of Cleveland, Ohio, for incandescent gas street lights, for a period of one year, dating from August 15, 1905.

Respectfully,

M. A. DOWNING,
JACOB WOESSNER,
DAVID WALLACE,
Board of Public Works,

Which was read.

Messrs. Eppert and Wright entered the Council Chamber and took seat.

REPORTS FROM STANDING COMMITTEES.

From the Committee on Accounts and Claims:

INDIANAPOLIS, IND., June 5, 1905.

To the President and Members of the Common Council:

Your Committee, to whom General Ordinance No. 36, 1905, was referred, beg to report unfavorable and recommend that same do not pass.

Respectfully submitted,

ALBERT E. UHL.
ALBERT E. COTTEY,
FAY WRIGHT.

Which was read.

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

Under the heading of Contracts and Franchises, Mr. Fishback called for report on General Ordinance No 42, 1905.

Mr. Crall of the Committee on Contracts and Franchises stated that the committee was not yet ready to report.

From the Finance Committee:

INDIANAPOLIS, IND., June 5, 1905.

To the President and Members of the Common Council:

Gentlemen: Your Finance Committee, to whom was referred General Ordinance No. 41, 1905, have had same under consideration and would respectfully recommend that the same do pass.

Respectfully submitted,

LEW W. COOPER.
J. L. GASPER,
W. A. RHODES,
M. J. SHEA,
FRANK S. FISHBACK.
J. H. CRALL.

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

From the Finance Committee:

INDIANAPOLIS, IND., June 5, 1905.

To the President and Members of the Common Council:

Gentlemen: Your Committee on Finance, to whom was referred

Appropriation Ordinance No. 15, 1905, have had same under consideration and would respectfully recommend that the same do pass.

Respectfully submitted,

J. L. GASPER.
LEW W. COOPER.
W. A. RHODES.
M. J. SHEA,
FRANK S. FISHBACK
J. H. CRALL,

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

From the Finance Committee:

INDIANAPOLIS, IND., June 5, 1905.

To the President and Members of the Common Council:

Gentlemen: Your Committee on Finance, to whom was referred Appropriation Ordinance No. 16, 1905, would respectfully report that they have had same under consideration and recommend that the same do pass.

Respectfully submitted,

J. L. GASPER.
LEW W. COOPER.
W. A. RHODES.
M. J. SHEA,
FRANK S. FISHBACK.
J. H. CRALL.

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

From the Finance Committee:

INDIANAPOLIS, IND., June 5, 1905.

To the President and Members of the Common Council:

Gentlemen: Your Committee on Finance, to whom was referred Appropriation Ordinance No. 14, 1905, have had same under consideration and would respectfully recommend that the same do pass.

Respectfully submitted,

J. L. GASPER.
LEW W. COOPER,
W. A. RHODES.
M. J. SHEA,
FRANK S. FISHBACK,
J. H. CRALL.

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

From the Committee on Public Health:

INDIANAPOLIS, IND., June 5, 1905.

To the President and Members of the Common Council:

Your Committee, to whom General Ordinance No. 43, 1905, was referred, beg to report favorable and recommend that same do pass.

Respectfully submitted,

ALBERT E. UHL.
FAY WRIGHT.

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

Mr. Storm entered Council Chamber and took seat.

From the Committee on Public Safety and Comfort:

INDIANAPOLIS, IND., June 5, 1905.

To the President and Members of the Common Council:

Your Committee, to whom General Ordinance No. 46, 1905, was referred, recommend that same be amended by striking out Sections two and three, and when so done recommend that same do pass.

Respectfully submitted,

LEW W. COOPER,
JAMES B. MURRAY,
ALBERT E. UHL.
W. A. RHODES
JAS. F. SULLIVAN.

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

From Committee on Sewers, Streets and Alleys:

INDIANAPOLIS, IND., June 5, 1905.

To the President and Members of the Common Council:

Your Committee on Sewers, Streets and Alleys, to whom was referred General Ordinance No. 35, 1905, provided for the changing of the name of that part of South street, east of East street, to Fletcher avenue, have had same under consideration and would respectfully recommend that the same do pass.

Respectfully submitted,

W. A. RHODES.
ALBERT E. UHL.
FRED W. EPPERT,
JAMES D. MORIARITY.

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

Mr. Wolsiffer entered Council Chamber and took seat.

REPORTS FROM SELECT COMMITTEES.

From the Committee on Public Bath Houses:

INDIANAPOLIS, IND., June 5, 1905.

To the President and Members of the Common Council:

Your Special Committee, to whom was referred the matter of providing public baths, have given the subject much consideration, after consulting with the Park Board we find that they strenuously oppose the location of a bath house west of West street on the canal and the next best thing in that location, we think, is to recommend the purchase of the Schissell property and putting it in good repair. We have asked the Controller to prepare an ordinance appropriating \$2,250.00 for its purchase together with the lease held by Mrs. Schissell from the Indianapolis Water Works Company, also the sum of \$750.00 to be used to put the house in good repair.

We also find a good location for a bath house on the South Side at a point where Madison avenue crosses Pleasant Run. The Controller is trying to negotiate for the privilege of placing one there and we have recommended that as soon as he can close with the owner with such privilege, that he prepare an ordinance appropriating \$1,000.00 to build a bath house at this point.

We have also examined the location on Fall Creek near the College avenue bridge and have recommended that the Controller negotiate for the privilege of placing one there and when such consent is granted we recommend that he prepare an ordinance appropriating \$1,000.00 for the erection of a house at this point.

The above recommendations are conditioned upon the city being able to enter into an agreement with the gentlemen interested in such free baths that they form an organization and take the entire management of same and thus relieve the city of the entire responsibility.

We believe this equipment will be ample for the present and think the ordinances appropriating the money should be promptly passed.

Respectfully submitted,

ALBERT E. UHL.

W. A. RHODES.

JAMES D. MORIARITY.

Special Committee.

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

INTRODUCTION OF APPROPRIATION ORDINANCES

By Mr. Gasper:

Appropriation Ordinance No. 17—1905: An ordinance appropriating two hundred and ninety-one dollars and sixty-seven cents (\$291.67) for the use of the Department of Public Safety for the payment of salaries of matrons at Police Station.

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That there be and hereby is appropriated to the use of the Department of Public Safety, the sum of \$291.67 to pay the

increase in the salaries of the matrons at the Police Station for the year 1905.

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

Which was read a first time.

Mr. Gasper moved that the rules be suspended and Appropriation Ordinance No. 17, 1905, be placed upon its passage.

Appropriation Ordinance No. 17, 1905, was then read a second time.

Mr. Gasper moved that Appropriation Ordinance No. 17, 1905, be ordered engrossed, read a third time and placed upon its passage. Carried.

Appropriation Ordinance No. 17, 1905, was read a third time and passed by the following vote:

Ayes, 18, viz.: Messrs. Cooper, Cottey, Crall, Eppert, Fishback, Gasper, Hofmann, Linus, Moriarity, Murray, Rhodes, Shea, Storm, Sullivan, Uhl, Wolsiffer, Wright and President James H. Billingsley.

Noes, none.

By Mr. Uhl:

Appropriation Ordinance No. 18—1905: An ordinance appropriating \$3,000.00 to the Board of Public Works for the purchase and improvement of a public bath house.

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That there be and is hereby appropriated to and for the use of the Department of Public Works, for the purchase and improvement of a public bath house, the sum of three thousand dollars (\$3,000.00).

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.

Mr. Rhodes moved that the rules be suspended and Appropriation Ordinance No 18, 1905, be placed upon its passage:

The Chair declared the motion lost.

By the City Controller:

General Ordinance No. 48—1905: An ordinance for the transfer of certain funds heretofore appropriated to the Department of Public Safety.

Section 1. Be it ordained by the Common Council of the City of

Indianapolis, Indiana, That there be and hereby is transferred the sum of \$200 from the appropriation for "Gas and Electric Light" to the appropriation for "Electrical Department," both in the Police Force accounts, of moneys heretofore appropriated to and for the use of the Department of Public Safety.

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 Board of Public Works:

General Ordinance No. 49—1905: An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 5th day of June, 1905, between the City of Indianapolis, by and through its Board of Public Works and The Cleveland Street Lighting Company, viz.:

This Agreement, Entered into and acknowledged this . . . day of May, 1905, by and between the City of Indianapolis, through its Board of Public Works, of the County of Marion and State of Indiana, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, party of the first part, and The Cleveland Street Lighting Company, of the City of Cleveland, County of Cuyhoga, and State of Ohio, party of the second part:

Witnesseth, That the party of the second part in consideration of the several sums of money, as hereinafter set forth, hereby covenants and agrees to supply the said City with gas for incandescent street lights on certain streets, alleys, squares, avenues and public places of said City for a period of one (1) year from August 15, 1905, according to the specifications adopted therefor by the Board of Public Works of the City of Indianapolis, April 21, 1905, which specifications are attached hereto and made a part hereof, as fully and effectually, as if the same were copied herein fully and completely, for the following price, to-wit: Twenty-four dollars and thirty cents (\$24.30), for each lamp, per year, payable monthly, as the service is performed.

The party of the second part further covenants and agrees that in prosecution of said work all proper skill and care will be exercised; that said party of second part will properly and fully guard and protect all excavations or dangerous places made or caused by said party of the second part; that for and during the time of this covenant and agreement, the City of Indianapolis shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said party of the second part, its agents and employes in the execution of this contract or any matter connected therewith or relating thereto; and to save the City of Indianapolis harmless against any and all claims which may be made by reason of any infringement of any patent right in the use of the lamp apparatus or process, which may be used in operating or maintaining the lamps furnished; and to pay any judgment, with costs, which may be obtained against said City, party of the first part, growing out of any such injury or damage.

In Witness Whereof, We, the foregoing parties, hereunto set our hands this day of May, 1905.

FOR THE CITY OF INDIANAPOLIS,
M. A. DOWNING,
JACOB WOESSNER,
DAVID WALLACE,
Board of Public Works,
Party of the first part.

Approved:

JOHN W. HOLTZMAN, Mayor.

THE CLEVELAND STREET LIGHTING COMPANY,
Frank M. Gregg, President,
Contractor, party of the second part.

Attest:

A. J. BLOOM, Secretary.

And Whereas, Said contract and agreement has been submitted, through the Board of Public Works, to the Common Council of the City of Indianapolis for its action thereon, thereof:

Section 1. Be it ordained by the Common Council of the City of Indianapolis, That the foregoing contract and agreement made and entered into on the day of May, 1905, by the City of Indianapolis, by and through its Board of Public Works, and The Cleveland Street Lighting Company, be, and the same is, hereby in all things ratified, confirmed and approved.

Know All Men by These Presents, That we, The Cleveland Street Lighting Company of Cleveland, Ohio, as principal, and The Bankers Surety Company, a suretyship corporation organized under the laws of the State of Ohio, doing business in the State of Indiana under the laws thereof, as surety, are held and firmly bound unto the City of Indianapolis, Indiana, in the sum of five thousand (\$5,000) dollars, for the payment of which well and truly to be made we hereby jointly and severally bind ourselves, our successors and assigns, firmly by these presents.

Signed, sealed and dated this 23d day of May, 1905.

The condition of this obligation is such that, whereas, the above, The Cleveland Street Lighting Company, has entered into a contract to supply the said City with gas for incandescent street lights on certain streets, alleys, squares, avenues and public places of said City for a period of one year from August 15, 1905, according to the specifications adopted therefor by the Board of Public Works of the City of Indianapolis, April 21, 1905;

Now, therefore. If the said The Cleveland Street Lighting Company shall well and truly execute and perform all and singular the conditions, agreements, provisions and covenants on its part to be performed as provided in said contract without failure or default in any particular then and in that case this obligation shall be void; otherwise the same shall be and remain in full force and virtue in law.

THE CLEVELAND STREET LIGHTING COMPANY,
By Frank M. Gregg, President.

Attest:

ABE J. BLOOM, Secretary and Treasurer.

Executed in Triplicate—"Original."

THE BANKERS SURETY COMPANY,
By Harvey D. Goulder, President.

Attest:

HOWARD H. INGRAM, Secretary.

NOTICE TO BIDDERS.

(1) Sealed proposals will be received by the Board of Public Works of the City of Indianapolis, Indiana, up to ten (10) o'clock, A. M., of the 15th day of May, 1905, for supplying said city with gas for incandescent street lights, on certain alleys, streets, squares, avenues, and public places of said city as hereinafter provided.

(2) Bidders shall submit bid for furnishing gas per light, per year, on an all night schedule. Said lights shall be lighted on or before one-half ($\frac{1}{2}$) hour after sunset and shall be kept lighted until one-half ($\frac{1}{2}$) hour before sunrise.

(3) Bidders shall accompany his or their bid with an affidavit that such bidder or bidders have not directly or indirectly entered into any combination, collusion, undertaking, or agreement with any other bidder or bidders to maintain the price of any work or service bid upon, or to be done or furnished under the proposed contract or to prevent any other bidder or bidders from bidding, or to induce any bidder or bidders to refrain from bidding on such contract or work, and that such bid is made without regard or reference to any other bid or bids, and without any agreement, undertaking, or combination, either directly or indirectly, with any person or persons with reference to such bidding in any way or manner whatever.

(4) Bidders shall submit bids for furnishing gas for incandescent lights for a period of one (1) year, beginning August 17, 1905.

(5) Each bidder shall file with his proposal, or bid, a certified check on any reputable bank of the City of Indianapolis for the sum of five hundred dollars (\$500) payable to the order of the Board of Public Works of the City of Indianapolis, Indiana.

No bid shall be considered unless accompanied by said check. Such check submitted with bid shall be so delivered to the Board of Public Works with an agreement between the Board of Public Works on behalf of the City of Indianapolis, and the bidder that in case the said bidder to whom the contract to furnish gas for incandescent lights, in strict accordance with the accompanying specifications, has been awarded, executes said contract and files a bond as required by said specifications with a surety approved by the Board of Public Works, then said check shall be returned to the bidder; but if the party to whom the contract is awarded fails to enter into a contract with the City of Indianapolis through its Board of Public Works, within a period of ten (10) days after the final award by the Board of Public Works; then in such case the said check shall pass to and become the property of the City of Indianapolis, Indiana, as agreed and liquidated damages for failure of said party to execute and consummate the contract awarded.

Certified checks of unsuccessful bidders shall be returned to them immediately on awarding of the contract to the party who shall make the successful bid or upon the rejection of all bids.

The party to whom the contract is awarded under these specifications shall be required to enter into bond in the sum of five thousand (\$5,000.00) with surety to the approval and satisfaction of the Board of Public Works of the City of Indianapolis, Indiana, conditioned that said bidder shall perform said contract according to the terms therein and according to these specifications, which shall form a part of the contract. Said bond, it is understood, shall be renewed at any time the said Board shall require its renewal.

The bidder must show to the satisfaction of the Board of Public Works that he is pecuniarily responsible, and has the proper facilities to fulfill said contract that may be awarded to him.

The contractor must agree to indemnify and save harmless the City of Indianapolis against any and all claims which may be made by

reason of any infringement of any patent right in the use of the lamp apparatus or process which may be used in operating or maintaining the lamp furnished.

The Board of Public Works reserves the right to reject any and all bids, and to readvertise for bids, if it deems it to the best interests of the City of Indianapolis.

GENERAL SPECIFICATIONS.

(1) The contractor shall supply gas, connect gas lamps with gas mains and furnish and maintain lamps of at least sixty (60) candle power at such points as are hereinafter designated and at such other places, where there shall be gas mains in the street, as may be designated by said Board of Public Works not less than three hundred (300).

The proposals shall be submitted for furnishing gas for incandescent light as before stated on an all night schedule for a period of one (1) year, beginning August 17, 1905.

(2) Proposals shall include furnishing of gas, laying of all services, including riser, the erecting of all posts of standard height and weight, lighting and all work of maintaining lights at all times of at least sixty (60) candle power each.

(3) All lamps must be of the most approved construction for lighting, must be kept clean, well painted and bronzed, and in good condition. The lanterns shall be of a form approved by the Board of Public Works, but must be provided with glass, or other transparent bottoms, and mounted with a top or dome of irredescent and light reflecting material.

The lanterns must have proper wind guards so that the light will not be affected in any manner by high wind.

(4) The lamps at street intersections shall be equipped each with street signs showing plainly the names of such intersecting streets.

(5) All posts must be ornamental in design, of iron construction, weight at least two hundred and fifty (250) pounds and shall be bronzed or painted from time to time as the Board of Public Works may direct.

(6) The burners and globes on lanterns shall at all times be kept clean and free from any deposits of any kind.

(7) All labor and material, and anything relating or connected with the construction, operation, cleaning and maintenance of the same, and all things connected therewith shall be done and furnished at the expense of said contractor, his successors and assigns. The intent and meaning of this part of the specifications being that the City shall not be put to any expense beyond the sum provided in the contract as drawn in conformity with these specifications for furnishing incandescent gas lights.

(8) All lamps, burners, posts and the property furnished shall remain the property of the contractor. On the expiration of said contract and should the contract not be renewed, the said posts shall be removed at the expense of the contractor, on the written order of the Board of Public Works.

(9) Said lamps shall be located at such points as shall be designated by the Board of Public Works in writing, and the said Board of Public Works reserves the right to change the location of any lamp or posts to such location or locations, as the Board may deem necessary to meet the public need. The contractor shall also change the location of any light in the way of any public improvement, and any expense incurred by such change must be borne by said contractor.

(10) All lamps ordered shall be located in place and be ready for use within ten (10) days after written notice has been given to the contractor ordering said light by the Board of Public Works.

(11) All sidewalks, highways or public places that the said contractor, at any time may open or dig into shall be restored in as good condition and repair as the same were in before being opened and to the satisfaction of the Board of Public Works.

(12) The contractor must agree to save the City harmless from any claims which may by reason of any infringement of any patent right in the use of the lamp apparatus or maintaining the lamps furnished.

(13) The contractor must exercise, in the prosecution or putting up of all lights ordered, and maintaining the same, all proper skill and care. He must properly guard all excavations or dangerous places made by it or its agents or employes and will use all due and proper precautions to prevent injury to any property, person or persons, what or whomsoever for and during the entire period of the contract, and for and during said period, the contractor shall save harmless the City from any and all liability whatsoever growing out of any injury or damage to property or persons and from all damage suits that may arise on account thereof, and to pay any judgment with costs which may be obtained against such City growing out of any injury or damage whatsoever as aforesaid.

(14) The contractor shall do no injury to shade trees, or interfere with pipes of other companies, shall replace any sodding disturbed and shall fully indemnify and save harmless the City of Indianapolis from any claims for damages from any injury to streets whatsoever.

(15) All lights shall be at least sixty (60) candle power and shall be maintained at such candle power. Should the City desire to test the candle power of any lamp the company shall give to the City Engineer all necessary assistance to properly test the candle power of said lamp. Each light shall be of sixty (60) candles power and such light where tested and measured by photometric apparatus in use by said City, shall give light of sixty (60) sperm candles each consuming one hundred and twenty (120) grains per hour.

(16) The contractor shall have a representative in the City with an office and telephone.

PENALTY.

Should the contractor fail to furnish gas for street lights and to maintain said street lights during the hours from one-half ($\frac{1}{2}$) hour after sunset to one-half ($\frac{1}{2}$) hour before sunrise each day, or to maintain said lamp lights in proper condition and of at least sixty (60) candle power, then the Board of Public Works may deduct from any moneys due said contractor, fifty (50) cents per light, per day, for each day or part of a day said contractor fails to provide light according to said contract.

Should the contractor fail to make any repairs caused by digging into streets, sidewalks or public places in the performance of this contract, on written notice from the Board of Public Works to make said repairs, then the Board of Public Works shall have the right, within five (5) days after giving notice, to make said repairs and to deduct the cost thereof out of any moneys due said contractor.

Approved April 28, 1905.

M. A. DOWNING,
JACOB WOESSNER,
DAVID WALLACE,
Board of Public Works.

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

By Board of Public Works:

General Ordinance No. 50—1905: An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 5th day of June, 1905, between the City of Indianapolis, by and through its Board of Public Works and The Cleveland Street Lighting Company, viz.:

This Agreement, Entered into and acknowledged this 5th day of June, 1905, by and between the City of Indianapolis, through its Board of Public Works, of the County of Marion and State of Indiana, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, party of the first part, and The Cleveland Street Lighting Company, of the City of Cleveland, County of Cuyhoga, and State of Ohio, party of the second part:

Witnesseth, That the party of the second part in consideration of the several sums of money, as hereinafter set forth, hereby covenants and agrees to supply the said City with naphtha incandescent street lights on certain streets, alleys, squares, avenues and public places of said City for a period of one (1) year from August 15, 1905, according to the specifications adopted therefor by the Board of Public Works of the City of Indianapolis, April 21, 1905, which specifications are attached hereto and made a part hereof, as fully and effectually, as if the same were copied herein fully and completely, for the following price, to-wit: Twenty-six dollars and ten cents (\$26.10), for each lamp, per year, payable monthly, as the service is performed.

The party of the second part further covenants and agrees that in prosecution of said work all proper skill and care will be exercised; that said party of second part will properly and fully guard and protect all excavations or dangerous places made or caused by said party of the second part; that for and during the time of this covenant and agreement, the City of Indianapolis shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said party of the second part, its agents and employes in the execution of this contract or any matter connected therewith or relating thereto; and to save the City of Indianapolis harmless against any and all claims which may be made by reason of any infringement of any patent right in the use of the lamp apparatus or process, which may be used in operating or maintaining the lamps furnished; and to pay any judgment, with costs, which may be obtained against said City, party of the first part, growing out of any such injury or damage.

In Witness Whereof, We, the foregoing parties, hereunto set our hands this 5th day of June, 1905.

FOR THE CITY OF INDIANAPOLIS,
M. A. DOWNING,
JACOB WOESSNER,
DAVID WALLACE,
Board of Public Works,
Party of the first part.

Approved:

JOHN W. HOLTZMAN, Mayor.

THE CLEVELAND STREET LIGHTING COMPANY,
Frank M. Gregg, President,
Contractor, party of the second part.

Attest:

A. J. BLOOM, Secretary.

And Whereas, Said contract and agreement has been submitted, through the Board of Public Works, to the Common Council of the City of Indianapolis for its action thereon, thereof:

Section 1. Be it ordained by the Common Council of the City of Indianapolis, That the foregoing contract and agreement made and entered into on the 5th day of June, 1905, by the City of Indianapolis, by and through its Board of Public Works, and The Cleveland Street Lighting Company, be, and the same is, hereby in all things ratified, confirmed and approved.

Know All Men by These Presents, That we, The Cleveland Street Lighting Company of Cleveland, Ohio, as principal, and The Bankers Surety Company, a suretyship corporation organized under the laws of the State of Ohio, doing business in the State of Indiana under the laws thereof, as surety, are held and firmly bound unto the City of Indianapolis, Indiana, in the sum of ten thousand (\$10,000) dollars, for the payment of which well and truly to be made we hereby jointly and severally bind ourselves, our successors and assigns, firmly by these presents.

Signed, sealed and dated this 23d day of May, 1905.

The condition of this obligation is such that, whereas, the above, The Cleveland Street Lighting Company, has entered into a contract to supply the said City with naphtha incandescent street lights on certain streets, alleys, squares, avenues and public places of said City for a period of one year from August 15, 1905, according to the specifications adopted therefor by the Board of Public Works of the City of Indianapolis, April 21, 1905;

Now, therefore, If the said The Cleveland Street Lighting Company shall well and truly execute and perform all and singular the conditions, agreements, provisions and covenants on its part to be performed as provided in said contract and the specifications therein referred to, without failure or default in any particular, and shall defend all suits against said city for infringement or violation of letters patent and pay and discharge all judgments with costs obtained against said City by reason of any alleged infringement of any letters patent, then this obligation shall be void; otherwise the same shall be and remain in full force and virtue in law.

THE CLEVELAND STREET LIGHTING COMPANY,

By Frank M. Gregg, President.

Attest:

ABE J. BLOOM, Secretary.

Executed in Triplicate—"Original."

THE BANKERS SURETY COMPANY,

By D. A. Mactree, 2d Vice-President.

Attest:

HOWARD H. INGRAM, Secretary.

NOTICE TO BIDDERS.

(1) Sealed proposals will be received by the Board of Public Works of the City of Indianapolis, Indiana, up to ten (10) o'clock, A. M., of the 15th day of May, 1905, for supplying said city with naphtha incandescent street lights, on certain alleys, streets, squares, avenues, and public places of said city as hereinafter provided.

(2) Bidders shall submit bid for furnishing naphtha incandescent street lights per light, per year, on an all night schedule, said lights to be lighted on or before one-half ($\frac{1}{2}$) hour after sunset, and shall be kept lighted until one-half ($\frac{1}{2}$) hour before sunrise.

(3) Bidders shall accompany his or their bid with an affidavit that such bidder or bidders have not directly or indirectly entered into any

combination, collusion, undertaking, or agreement with any other bidder or bidders to maintain the price of any work or service bid upon, or to be done or furnished under the proposed contract or to prevent any other bidder or bidders from bidding, or to induce any bidder or bidders to refrain from bidding on such contract or work, and that such bid is made without regard or reference to any other bid or bids, and without any agreement, undertaking, or combination, either directly or indirectly, with any person or persons with reference to such bidding in any way or manner whatever.

(4) Bidders shall submit bids for furnishing naphtha incandescent street lights for a period of one (1) year, beginning August 17, 1905.

(5) Each bidder shall file with his proposal, or bid, a certified check on any reputable bank of the City of Indianapolis for the sum of five hundred dollars (\$500) payable to the order of the Board of Public Works of the City of Indianapolis, Indiana.

No bid shall be considered unless accompanied by said check. Such check submitted with bid shall be so delivered to the Board of Public Works with an agreement between the Board of Public Works on behalf of the City of Indianapolis, and the bidder that in case the said bidder to whom the contract to furnish naphtha incandescent street lights, in strict accordance with the accompanying specifications, has been awarded, executes said contract and files a bond as required by said specifications with a surety approved by the Board of Public Works, then said check shall be returned to the bidder; but if the party to whom the contract is awarded fails to enter into a contract with the City of Indianapolis through its Board of Public Works, within a period of ten (10) days after the final award by the Board of Public Works; then in such case the said check shall pass to and become the property of the City of Indianapolis, Indiana, as agreed and liquidated damages for failure of said party to execute and consummate the contract awarded.

Certified checks of unsuccessful bidders shall be returned to them immediately on awarding of the contract to the party who shall make the successful bid or upon the rejection of all bids.

The party to whom the contract is awarded under these specifications shall be required to enter into bond in the sum of five thousand (\$5,000.00) with surety to the approval and satisfaction of the Board of Public Works of the City of Indianapolis, Indiana, conditioned that said bidder shall perform said contract according to the terms therein and according to these specifications, which shall form a part of the contract. Said bond, it is understood, shall be renewed at any time the said Board shall require its renewal.

The bidder must show to the satisfaction of the Board of Public Works that he is pecuniarily responsible, and has the proper facilities to fulfill said contract that may be awarded to him.

The contractor must agree to indemnify and save harmless the City of Indianapolis against any and all claims which may be made by reason of any infringement of any patent right in the use of the lamp apparatus or process which may be used in operating or maintaining the lamp furnished.

The Board of Public Works reserves the right to reject any and all bids, and to readvertise for bids, if it deems it to the best interests of the City of Indianapolis.

GENERAL SPECIFICATIONS.

(1) The contractor shall supply naphtha incandescent street lights and furnish and maintain lamps of at least sixty (60) candle power at such points as hereinafter designated and at such other places, as may be designated by said Board of Public Works not less than three hundred (300.)

The proposals shall be submitted for furnishing naphtha incandescent street lights as before stated on an all night schedule for a period of one (1) year, beginning August 17, 1905.

(2) Proposals shall include furnishing of all naphtha the erecting of all poles of standard height and weight, lighting and all work of maintaining lights at all times of at least sixty (60) candle power each.

(3) All lamps must be of the most approved construction for lighting, must be kept clean, well painted and bronzed, and in good condition. The lanterns shall be of a form approved by the Board of Public Works, but must be provided with glass, or other transparent bottoms, and mounted with a top or dome of iridescent and light reflecting material.

The lanterns must have proper wind guards so that the light will not be affected in any manner by high wind.

(4) The lamps at street intersections shall be equipped each with street signs showing plainly the names of such intersecting streets.

(5) All posts must be ornamental in design, of iron construction, weight at least two hundred and fifty (250) pounds, and shall be bronzed or painted from time to time as the Board of Public Works may direct.

(6) The burners and globes on lanterns shall at all times be kept clean and free from any deposits of any kind.

(7) All labor and material, and anything relating or connected with the construction, operation, cleaning and maintenance of the same, and all things connected therewith shall be done and furnished at the expense of said contractor, his successors and assigns. The intent and meaning of this part of the specifications being that the City shall not be put to any expense beyond the sum provided in the contract as drawn in conformity with these specifications for furnishing incandescent naphtha street lights.

(8) All lamps, burners, posts and the property furnished shall remain the property of the contractor. On the expiration of said contract, and should the contract be renewed, the said posts shall be removed at the expense of the contractor, on the written order of the Board of Public Works.

(9) Said lamps shall be located at such points as shall be designated by the Board of Public Works in writing, and the said Board of Public Works reserves the right to change the location of any lamp or posts to such location or locations, as the Board of Public Works may deem necessary to meet the public need. The contractor shall also change the location of any light in the way of any public improvement, and any expense incurred by such change must be borne by the contractor.

(10) All lamps ordered shall be located in place and be ready for use within ten (10) days after written notice has been given to the contractor ordering said light by the Board of Public Works.

(11) All sidewalks, highways or public places that the said contractor, at any time may open or dig into shall be restored in as good condition and repair as the same were in before being opened and to the satisfaction of the Board of Public Works.

(12) The contractor must agree to save the City harmless from any claims which may by reason of any infringement of any patent right in the use of the lamp apparatus or maintaining the lamps furnished.

(13) The contractor must exercise, in the prosecution or putting up of all lights ordered, and maintaining the same, all proper skill and care. He must properly guard all excavations or dangerous places made by it or its agents or employes and will use all due and proper precautions to prevent injury to any property, person or persons, what or whomsoever for and during the entire period of the contract, and

for and during said period, the contractor shall save the City harmless from any and all liability whatsoever growing out of any injury to property or persons and from all damage suits that may arise on account thereof, and to pay any judgment with costs which may be obtained against such City growing out of any injury or damage whatsoever as aforesaid.

(14) The contractor shall do no injury to shade trees, or interfere with pipes of other companies, shall replace any sodding disturbed and shall fully indemnify and save harmless the City of Indianapolis from any claims for damages from any injury to streets whatsoever.

(15) All lights shall be at least sixty (60) candle power and shall be maintained at such candle power. Should the City desire to test the candle power of any lamp the company shall give to the City Engineer all necessary assistance to properly test the candle power of said lamp. Each light shall be of sixty (60) candles power and such light where tested and measured by photometric apparatus in use by said City, shall give light of sixty (60) sperm candles each consuming one hundred and twenty (120) grains per hour.

(16) The contractor shall have a representative in the City with an office and telephone.

PENALTY.

Should the contractor fail to furnish the naphtha incandescent street lights and to maintain said street lights during the hours from one-half ($\frac{1}{2}$) hour after sunset to one-half ($\frac{1}{2}$) hour before sunrise each day, or to maintain said lamp lights in proper condition and of at least sixty (60) candle power, then the Board of Public Works may deduct from any moneys due said contractor, fifty (50) cents per day, per light, for each day or part of a day said contractor fails to provide light according to said contract.

Should the contractor fail to make any repairs caused by digging into streets, sidewalks or public places in the performance of this contract, on written notice from the Board of Public Works to make said repairs, then the Board of Public Works shall have the right, within five (5) days after giving notice, to make said repairs and to deduct the cost thereof out of any moneys due said contractor.

Approved April 28, 1905.

M. A. DOWNING,
JACOB WOESSNER,
DAVID WALLACE,
Board of Public Works.

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

MISCELLANEOUS BUSINESS.

The Chair presented the following:

COUNCILMANIC BRANCH,
MUNICIPAL LEAGUE OF IND.,
LEGISLATIVE DEPARTMENT.
VINCENNES, IND., May 24, 1905.

To the Mayor and Council:

Gentlemen: Councilman or men from each city are expected to meet twice a year; once in November at the annual meeting place of

our body; and once the second Thursday of each June in Indianapolis. It is very important that you have at least one member present at the Denison Hotel, Indianapolis, Ind., at one o'clock, P. M., June 8, 1905.

R. O. JAMES and G. W. PALMER.

Which was read.

The Chair appointed Mr. Cooper to act for the Common Council in accordance with the above communication.

ORDINANCES ON SECOND READING.

Mr. Gasper called for Appropriation Ordinance No. 14, 1905, for second reading. It was read a second time.

Mr. Gasper moved that Appropriation Ordinance No. 14, 1905, be ordered engrossed, read a third time and placed upon its passage. Carried.

Appropriation Ordinance No. 14, 1905, was read a third time and passed by the following vote:

Ayes, 18, viz.: Messrs. Cooper, Cottey, Crall, Eppert, Fishback, Gasper, Hofmann, Linus, Moriarity, Murray, Rhodes, Shea, Storm, Sullivan, Uhl, Wolsiffer, Wright and President James H. Billingsley.

Noes, none.

Mr. Gasper called for Appropriation Ordinance No. 15, 1905, for second reading. It was read a second time.

Mr. Gasper moved that Appropriation Ordinance No. 15, 1905, be ordered engrossed, read a third time and placed upon its passage. Carried.

Appropriation Ordinance No. 15, 1905, was read a third time and passed by the following vote:

Ayes, 18, viz.: Messrs. Cooper, Cottey, Crall, Eppert, Fishback, Gasper, Hofmann, Linus, Moriarity, Murray, Rhodes, Shea, Storm, Sullivan, Uhl, Wolsiffer, Wright and President James H. Billingsley.

Noes, none.

Mr. Gasper called for Appropriation Ordinance No. 16, 1905, for second reading. It was read a second time.

Mr. Gasper moved that Appropriation Ordinance No. 16, 1905, be ordered engrossed, read a third time and placed upon its passage. Carried.

Appropriation Ordinance No. 16, 1905, was read a third time and passed by the following vote:

Ayes, 18, viz.: Messrs. Cooper, Cottey, Crall, Eppert, Fishback, Gasper, Hofmann, Linus, Moriarity, Murray, Rhodes, Shea, Storm, Sullivan, Uhl, Wolsiffer, Wright and President James H. Billingsley.
Noes, none.

Mr. Gasper called for General Ordinance No. 41, 1905, for second reading. It was read a second time.

Mr. Gasper moved that General Ordinance No. 41, 1905, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 41, 1905, was read a third time and passed by the following vote:

Ayes, 17, viz.: Messrs. Cooper, Cottey, Crall, Eppert, Fishback, Gasper, Hofmann, Linus, Moriarity, Murray, Rhodes, Shea, Storm, Sullivan, Uhl, Wolsiffer, Wright. ,
Noes, none.

Mr. Cooper called for General Ordinance No. 46, 1905, for second reading. It was read a second time.

Mr. Cooper moved that General Ordinance No. 46, 1905, be amended as recommended by the Committee. Carried.

Mr. Cooper moved that General Ordinance No. 46, 1905, be ordered engrossed as amended, read a third time and placed upon its passage. Carried.

General Ordinance No. 46, 1905, was read a third time and passed by the following vote:

Ayes, 18, viz.: Messrs. Cooper, Cottey, Crall, Eppert, Fishback, Gasper, Hofmann, Linus, Moriarity, Murray, Rhodes, Shea, Storm, Sullivan, Uhl, Wolsiffer, Wright and President James H. Billingsley.
Noes, none.

Mr. Rhodes called for General Ordinance No. 35, 1905, for second reading. It was read a second time.

Mr. Rhodes moved that General Ordinance No. 35, 1905, be ordered engrossed, read a third time, and placed upon its passage. Carried.

General Ordinance No. 35, 1905, was read a third time and passed by the following vote:

Ayes, 18, viz.: Messrs. Cooper, Cottey, Crall, Eppert, Fishback, Gasper, Hofmann, Linus, Moriarity, Murray, Rhodes, Shea, Storm, Sullivan, Uhl, Wolsiffer, Wright and President James H. Billingsley.

Noes, none.

Mr. Uhl called for General Ordinance No. 43, 1905, for second reading. It was read a second time.

Mr. Uhl moved that General Ordinance No. 43, 1905, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 43, 1905, was read a third time and passed by the following vote:

Ayes, 11, viz.: Messrs. Fishback, Gasper, Hofmann, Moriarity, Rhodes, Shea, Storm, Sullivan, Uhl, Wolsiffer and Wright.

Noes, 7, viz.: Messrs. Cooper, Cottey, Crall, Eppert, Linus, Murray and President Billingsley.

On motion of Mr. Moriarity the Common Council, at 8:30 o'clock, P. M., adjourned.

J. H. Billingsley

President.

ATTEST:

W. M. Fogarty

City Clerk.

