

August 25, 1905.]

CITY OF INDIANAPOLIS, IND.

SPECIAL MEETING.

COUNCIL CHAMBER, CITY OF INDIANAPOLIS, IND.

FRIDAY, August 25, 1905.

The Common Council of the City of Indianapolis, met in the Council Chamber, Friday August 25, 1905, at 7:30 o'clock P. M. in special session, President Billingsley in the chair, pursuant to the following calls:

INDIANAPOLIS, IND., August 24, 1905.

William M. Fogarty, City Clerk, City:

Dear Sir: The undersigned petition you to call a special meeting of the City Council August 25, at 7:30 P. M. for the consideration of General Ordinances Nos. 69 and 71.

ALBERT E. UHL.
W. A. RHODES,
LEW. W. COOPER,
ANDREW H. WAHL.
FAY WRIGHT.

I, W. M. Fogarty, Clerk of the Common Council, do hereby certify that I have served the above and foregoing to each and every member of the Common Council prior to the time of meeting pursuant to the rules.

W. M. FOGARTY,
City Clerk.

Which was read.

To the President and Members of the Common Council:

Gentlemen: I hereby call you in special session for Friday evening, August 25, 1905, at 7:30 P. M., to meet in the Council Chambers for the purpose of the introduction, consideration and passage of an ordinance ratifying and approving the fuel gas franchise granted by the City of Indianapolis to Alfred F. Potts, Frank D. Stalnaker and Lorenz Schmidt, August 25, 1905; also for the consideration and passage of General Ordinances Nos. 69 and 71, 1905, now pending before your body for the re-districting of certain precincts made necessary by recent annexation of territory; also for the receipt of communications from various departments concerning said matters and for the transaction of other business that may come before your body.

Yours very truly,

JOHN W. HOLTZMAN,
Mayor.

I, W. M. Fogarty, Clerk of the Common Council, do hereby certify that the above and foregoing was served upon each and every member

of the Common Council prior to the time of meeting pursuant to the rules.

W. M. FOGARTY,
City Clerk.

Which was read.

The Clerk called the roll:

Present: The Hon. James H. Billingsley, President of the Common Council, and 16 members, viz: Messrs. Cooper, Cottey, Crall, Eppert, Fishback, Gasper, Krause, Moriarity, Murray, Rhodes, Shea, Sullivan, Uhl, Wahl, Wolsiffer, Wright.

Absent, 4, viz.: Messrs. Davis, Hofmann, Linus, Storm.

From the Board of Public Works:

INDIANAPOLIS, IND., August 25, 1905.

To the President and Members of the Common Council:

Gentlemen: The Board of Public Works directs me to transmit to you an ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 25th day of August, 1905, between the City of Indianapolis, by and through its Board of Public Works, and Alfred F. Potts, Frank D. Stalnaker and Lorenz Schmidt, which contract has been amended so as to conform with the recommendations of your Honorable Body as contained in the report of your Committee on Contracts and Franchises, adopted August 21, 1905, and which is returned herewith for your files, for your consideration and action.

For the Board of Public Works,

W. R. WILLIAMS, Clerk.

Which was read.

By Board of Public Works:

General Ordinance No. 72—1905: An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 25th day of August, 1905, between the City of Indianapolis, by and through its Board of Public Works and Alfred F. Potts, Frank D. Stalnaker and Lorenz Schmidt, viz.:

This contract and agreement made and entered into by and between the City of Indianapolis, Marion County, Indiana, by and through its Board of Public Works, party of the first part, hereinafter designated as the "City," and Alfred F. Potts, Frank D. Stalnaker and Lorenz Schmidt, for themselves and their associates and assigns, of the City of Indianapolis, Marion County, Indiana, and hereinafter designated as parties of the second part, witnesseth:

Whereas. The said Alfred F. Potts, Frank D. Stalnaker and Lorenz Schmidt, parties of the second part, for themselves, associates and assigns, have presented their written petition to the said Board of Public Works of said City of Indianapolis asking permission to enter upon and lay, construct, maintain and operate a system of pipes in and along the streets and alleys and other places of said city for the distribution and sale of gas to such city and to such of the inhabitants thereof as desire to be supplied therewith;

Now, therefore, The said City of Indianapolis, party of the first part, by and through its Board of Public Works aforesaid, in consideration of the several agreements of the said Alfred F. Potts, Frank D. Stalnaker and Lorenz Schmidt, parties of the second part, and their associates and assigns hereinafter stipulated and set forth, does hereby grant, authorize, empower and permit the said parties of the second part, their associates and assigns, subject to the ratification and approval of the Common Council of said City, to enter upon the streets, alleys, avenues and other public places and parts of said city and to excavate and construct the necessary ditches, trenches, conduits and tunnels and to place, lay, bury, maintain, operate and repair a system of pipes therein of such size as the parties of the second part and their associates and assigns may require for the distribution and supply of gas to said city, and the inhabitants thereof for fuel and heating and lighting purposes, together with the right to construct, maintain and repair all necessary regulations, valves, curb boxes and safety appliances and other appurtenances, subject to the following conditions, to-wit:

1. Provided, however, That said Alfred F. Potts, Frank D. Stalnaker and Lorenz Schmidt, their associates and assigns, before exercising any of the rights herein conferred, shall organize a corporation under and in accordance with the laws of Indiana to carry out the purpose of this grant, to which corporation this franchise and all interests thereunder shall be assigned, which articles of incorporation shall, among other matters, provide as follows:

(a) The capital stock shall be not less than one million (\$1,000,000.00) dollars to be divided into shares of twenty-five (\$25.00) dollars each.

(b) No increase of capital stock shall be made except it be provided that such new stock shall be submitted to the public at public auction upon thirty days notice of the time and place of sale to be published in three Indianapolis newspapers having the largest city circulation, at which time said stock shall be sold at the best price obtainable therefor and any premium offered and paid for such stock shall go to the surplus capital of said company and shall bear no dividend.

(c) The said company by its Board of Directors shall make and publish in at least two Indianapolis newspapers of general circulation, a semi-annual public statement in detail of the affairs of said company, including the accounts of its assets and liabilities, disbursements and receipts; and the Controller of said City shall have the right to investigate the books of said company at any time for the purpose of examining into the correctness of said report, or for other purpose; and the City Civil Engineer shall have the right at any time to make examination of said company's plant and property;

(d) The entire capital stock of the corporation shall be placed under the control of a Board of five (5) Trustees and their successors, who shall be stockholders in said company, who shall be designated in said articles of incorporation and one of whom shall be nominated by the Mayor of said City; which said Board of Trustees shall have full, complete, exclusive and irrevocable power, during the continuance of this corporation, to hold said stock and vote the same as fully and completely as if they were the owners of said capital stock; to elect Directors, as herein provided, and to fill any vacancy that may occur in said Board of Directors. Said entire capital stock shall be voted as a unit; and in case said Trustees shall not agree as to how said stock shall be voted, the majority of them shall cast the vote of the Board. If a vacancy shall occur in said Board of Trustees by death, resignation, removal from the City of Indianapolis, or otherwise, such vacancy shall be filled by the remaining members of the Board, except that the Mayor of said City shall appoint the successor to the Trustee originally named by such Mayor; and in the event of the failure of said Board or Mayor to fill such vacancy, the Marion Circuit Court shall, upon application of

any stockholder, after said Trustees or Mayor have had ten (10) days notice in writing of said application, and shall have in the meantime failed to fill such vacancy, appoint some competent person to fill the same.

Any member of the Board of Trustees may be removed by the Marion Circuit Court upon the showing that said Trustee is an employe or holder of any of the securities or capital stock of any other company organized for the purpose of manufacturing or delivering gas to consumers residing in, or in the vicinity of the City of Indianapolis, or for any corrupt practice or any misconduct which said Court may deem detrimental to the interests of said company. Removal from the City of Indianapolis shall, *ipso facto*, vacate the office of any Trustee.

(e) Said Trustees shall issue to each subscriber to the capital stock of said company, upon full payment by such subscriber to said company of the amount of his subscription, and upon the stock therefor being issued to said Trustees as above provided, a certificate showing the amount of stock held by said Trustees in trust for said subscriber; and said subscriber or holder of said certificate by assignment, shall be entitled by virtue thereof to receive from said Company all dividends which shall be declared, not, however, exceeding ten per centum per annum payable semi-annually in money or in payment of any indebtedness of the holders of such certificates as consumers of the gas of said company, so long as said certificates remain outstanding and uncanceled as hereinafter provided.

(f) The earnings of said Company shall be used in the following order, to-wit: first, to the payment of matured debts and operating expenses; second, to the payment semi-annually of said dividends of ten per centum per annum and any unpaid accrued dividends; third, to such extensions and betterments as may be ordered by the Board of Public Works of said City; and the excess to the payment in whole or partial payments of the amounts subscribed: Provided, however, That when any part of the amount subscribed and paid in by any certificate holder has been repaid only the balance unpaid shall thereafter be entitled to receive such dividend of ten per centum per annum.

(g) When said certificate-holder shall have received, by dividends or otherwise, upon said certificates an amount equal to the face value thereof together with interest thereon at the rate of ten per centum per annum payable semi-annually, then said certificates issued to said subscribers shall be deemed fully paid and cancelled and it shall be the duty of the Trustees and Directors of said company to convey said gas plant and property belonging to said company to said City to be owned and operated or leased by it, and all the rights, title and interest of said company or its certificate-holders, stockholders, officers, directors or trustees, shall be deemed to be fully paid and extinguished, and all such certificates whether of stock or otherwise, shall be surrendered and cancelled and said corporation shall be wound up.

(h) The business and prudential concerns of the corporation shall be managed by a Board of Directors consisting of nine (9) members, to be after the first year, annually elected by the Board of Trustees, and said annual election shall be held on the second Monday of January of each year thereafter.

(i) If upon the expiration of the term and period of the franchise granted by said City of Indianapolis to said parties and assigned to said company, the same shall terminate without the payment of said certificates, together with dividends thereon, at the rate of ten per centum per annum, then upon notice to such effect to be given said Board of Directors by the Board of Public Works of said City at least six months before the expiration of said franchise period, the said Board of Directors shall mortgage its gas plant and property for such sum as to enable it to pay its stock or certificate-holders an amount

which with what has already been paid will equal the full amount of such subscription with dividends estimated at the rate of ten per centum per annum thereon, and with the proceeds thereof, or with the mortgage notes so issued in proper amounts, pay off and discharge the amounts due such certificate-holders and convey said plant to said City subject to such obligations and other legal obligations against said company: Provided, however, That by the terms of said mortgage such obligation shall bear interest not exceeding six per centum per annum and be payable on or before ten years from date of execution.

2. And it is agreed and understood that all of the above stipulations to be provided in the articles of incorporation of the company to be formed by said Potts, Stalnaker and Schmidt, and their associates shall bind and be enforceable by said City against said company as conditions of this contract.

3. And provided further that this grant is made upon the following additional conditions, to-wit: That said Potts, Stalnaker and Schmidt, their associates and assigns, shall secure, acquire or construct, and put in operation a fuel gas plant for the purpose of supplying gas under this franchise, with not less than one hundred miles of mains in the streets and alleys of said city, within eighteen months from the date of the sale of the Consumers' Gas Trust Company mains now pending, and failing therein shall forfeit all rights hereunder; provided, however, the Board of Public Works may at any time after said sale of the Consumers' Gas Trust Company's mains now pending by written notice require said second parties, their associates and assigns, to file a bond within thirty days in the sum of twenty-five thousand (\$25,000) dollars with surety to the approval of said Board, conditioned for the faithful performance of this contract and the acquiring or construction and putting in operation of such fuel gas plant with at least one hundred miles of mains laid in the streets and alleys of said city and upon failure of said second parties, their associates and assigns to comply with said notice and order for the filing of such bond this franchise contract shall become void and all the rights, privileges and interests granted or arising hereunder to said second parties, their associates and assigns, shall at once become void and of no effect, and provided further that said Board of Public Works may, in its discretion, extend the time above fixed for the construction of such plant to a date not more than six months after the expiration of the date as above provided.

4. Before said parties of the second part or their assigns shall enter upon or take possession of any street, alley, avenue or other public place within said city for said purposes aforesaid, they or their assigns shall execute to said City of Indianapolis a good and sufficient bond to be maintained throughout the term of this franchise, in the sum of twenty-five thousand (\$25,000) dollars with surety to the approval of said board of Public Works, and conditioned for the indemnification of said City against all loss by reason of damages sustained by any person, firm or corporation by reason of the construction or operation of said gas plant by the said parties of the second part, or their assigns, and for the faithful performance by said parties of the second part and their assigns of each and every stipulation and agreement contained in this contract.

5. Said second parties for themselves and their assigns agree to indemnify and hold harmless said City, its officers and employees from the payment of any and all damages, costs, expenses, royalties, patent fees, attorney's fees or any other sum of money whatsoever by reason of any action or demand for any infringement of any patent or copyright, or by reason of any demand or suit against said City on account of any act of omission or commission by said second parties or their assigns; and upon written notice said second parties or their assigns shall defend any suit against said City on account of any such matter,

and shall prosecute or defend any appeal therein and promptly pay any final judgment that may be recovered therein against said City.

6. Before entering upon or commencing operations in any streets, alleys or public ground of said City, said parties of the second part, or their assigns, shall furnish to the Board of Public Works of said City a plan showing the street, alley, avenue or other place to be opened and the proposed location of the pipes therein, with a general specification giving particulars as to the kind and size of pipes to be used. Duplicate plans shall be submitted to and approved by the City Civil Engineer before any street is opened for any purpose whatever, and one copy of said plan shall be retained by said City. Said parties of the second part, or their assigns, shall also file in the office of the Board of Public Works, within sixty (60) days after laying the mains in any street, alley or public place a full and complete map showing the position and size of the pipes therein.

7. All work done in or upon any of the streets, alleys or public places of said City, either in the original construction or in making repairs, shall be done upon permits issued by the Board of Public Works, and all trenches shall be dug and pipes laid and the trenches or ditches closed within the shortest possible time within which the same can be done with skillfulness and dispatch. All work shall be done so as to interfere as little as possible with public use and travel upon said streets, alleys and public ground and the said parties of the second part and their assigns shall restore and maintain the streets and other places in their original condition and shall clear the streets, and other places occupied by the parties of the second part and assigns of dirt and rubbish.

8. In the construction or repair of that part of such plant as is located in any of the streets, alleys, avenues or public places of said City, the same shall be subject to the supervision of inspectors to be appointed by the Board of Public Works, and all necessary expenses for the employment of such inspectors which may be necessary for such purposes, shall be paid by the said parties of the second part or their assigns to the City Controller on demand.

9. All service pipes connecting with said mains of the parties of the second part or their assigns, shall be placed and located at such points and locations as shall meet the approval of the owner of the property whose premises are to be connected by such service pipes and service lines to property line of streets and alleys. Provided, however, that where service pipes are already laid in connection with a system of mains secured by second parties or their assigns, no relocation of such service pipes shall be required. Said service pipes to property lines and curb boxes shall be put in at the expense of said parties of the second part and their assigns, who shall also furnish all necessary meters and safety devices free of charge to each consumer of gas. *Provided, however,* That the parties of the second part and their assigns shall be entitled to require a deposit of not to exceed five dollars with each meter furnished, which deposit shall be held and returned to such consumer upon the surrender by him of such meter in good condition, the same as when originally installed, natural wear excepted.

10. All mains shall be laid with reference to the present grade of the street, alley or public ground through which the mains shall be placed, and in case the grade of such streets, alleys or public places shall be changed the parties of the second part and their assigns shall cause such pipes to be relaid in conformity to such changed grade at their expense and the parties of the second part or assigns shall not be entitled to damages by reason of such change of grade.

11. All materials used in the equipment or construction of said plant shall be of the best quality and the mains of said company shall at all times be of sufficient size to render adequate service. All pipes

shall be so laid and located as not to interfere with the City's sewers, water or other pipes, or those of any other person or company, and when the City shall determine to lay any sewer, water or other pipe in any street, alley or public ground occupied by the pipes of the parties of the second part, or their assigns, or change the location of any such pipe, the parties of the second part or their assigns, shall, at their own expense, lower, elevate, change or remove their pipes so as not to interfere with the use of sewer or water pipes.

12. In the construction, maintenance and repair of any of said pipes of said parties of the second part or assigns, they shall comply with all ordinances and regulations existing, or that may hereafter be passed by the Common Council of said City of Indianapolis, or resolutions or regulations made by the Board of Public Works applicable to the parties of the second part or their assigns, concerning the manner of laying, constructing or repairing mains and connections of said plant, and they shall also be liable for any damages by reason of their failure to comply with any of said regulations, resolutions or ordinances, and shall save the City harmless from any and all damages by reason of said neglect.

13. The parties of the second part, for themselves and their assigns, further agree that the gas so to be furnished, sold and distributed shall have at least six hundred (600) British Thermal Units per cubic foot measured according to standard methods employed for such purposes.

14. The parties of the second part and assigns further agree that the price to be charged the consumer for gas so to be furnished under this contract, shall never at any time exceed the sum of sixty (60) cents per thousand cubic feet, and in the event said parties of the second part or their assigns shall ever increase its rates for gas in excess of sixty (60) cents per one thousand (1,000) cubic feet, aforesaid, for gas furnished under the terms of this contract, then and in that event all the rights, privileges and franchises herein granted shall at once become null and void and its right to longer occupy or use any of the streets, alleys, avenues, public places or other parts of said City may be terminated, and the City shall have the right to acquire said plant as herein provided as upon the termination of the franchise period.

15. In the event the parties of the second part, or assigns, should fail to refill any excavation made in the construction or repair of any portion of said plant, or fail to restore any street, alley or public ground to its former condition, the said City of Indianapolis, through its Board of Public Works, may, after five (5) days written notice to the parties of the second part or assigns, at their office in said City, do such work and make repairs as may be necessary and the cost thereof shall be paid to the Controller of said City by said second parties, or assigns, within ten (10) days from the date upon which itemized bills are presented therefor.

16. Before said parties of the second part or assigns shall commence the work of construction, they or their assigns shall deposit with the City Treasurer of said City to the credit of said Board of Public Works, the sum of five hundred (\$500.00) dollars, and shall so maintain said sum on deposit during the entire life of this contract or franchise, which shall be designated as an "Emergency Fund." Whenever in the opinion of the Board of Public Works, an emergency arises in any part of any street, alley or public ground, which has been caused by the parties of the second part or assigns and they shall fail, on notice, to immediately repair the same, the said Board of Public Works may cause such repairs to be made at once and if the cost thereof be not promptly paid by the parties of the second part or assigns on presentation of itemized bill therefor, such cost shall be paid from such emergency fund, which fund shall be immediately reimbursed by said parties of the second part or assigns; or said Board of Public Works may deduct an amount equal to

any payment made by it out of any sum due said parties of the second part or assigns and may add the same to such emergency fund.

17. The parties of the second part hereby bind themselves, their successors and assigns to so extend the various lines and mains of said plant that all the inhabitants of said City may be supplied with gas for fuel and lighting purposes, when they may reasonably require the same and when a petition therefor has been presented to the Board of Public Works signed by the owners of property in any territory in said City asking for such extension, and in which, said owners or occupants of at least three houses already erected shall bind themselves to make five or more stove or grate connections or fifteen or more burners and to use the same, for each five hundred (500) feet of space that said lines are asked to be extended. Whenever such petition has been filed with the said Board of Public Works, it shall cause written notice to be given to the parties of the second part, their successors or assigns, which may be served on any officer or employee of said parties of the second part or assigns, at the main Indianapolis office of said parties or assigns, requiring said parties of the second part or assigns to appear before said Board of Public Works at a certain hour specified in said notice in not less than five days after the serving of such notice, to show cause why the prayer of said petitioners should not be granted. Such notice shall contain an accurate description of the streets, alleys and public places through and along which such extension is asked and the territory and inhabitants of which it is proposed to supply with gas as aforesaid. On the day and at the time named in such notice, the Board of Public Works shall give to the parties of the second part or assigns, if they so desire, a full hearing on the question as to whether such petition has been signed by the required number of owners and occupants of property who have agreed therein to take and use the number of stoves or grate connections or burners, and whether such extension should be required; if said parties of the second part or assigns should not appear before said Board of Public Works at the time fixed in said notice, said Board of Public Works may act upon such petition and upon such evidence or information as it may have from any source. If said Board of Public Works, after such hearing, shall decide that said petition has been signed as hereinbefore provided and contains the agreement as to burners or stove connections herein required, and that such extension may reasonably be required, it may make an order requiring such extension and fixing the time within which said work of extension shall be completed, reasonable time being given, written notice of which shall be given the parties of the second part, or assigns, and if the parties of the second part or assigns should fail or refuse to make such extension, within the time limited, unavoidable delays excepted, the parties of the second part or assigns shall forfeit and pay to said City the sum of fifty (\$50.00) dollars for each and every day that the completion of such extension is delayed beyond the period so fixed, which sum shall be considered as liquidated damages for breach of this contract; provided, however, that said parties of the second part or assigns shall not be required to proceed with the extension of any lines, pipes or mains between the first day of November and the first day of April of the following year, in any year, and provided further that such extension shall not be required by said Board of Public Works of said City unless the earnings of said company will permit the same after the payment of the dividend of ten per centum per annum upon the subscribers' certificates; and provided further, that after three years from the date of this ordinance, such extensions may be required by said Board of Public Works of said city to an extent not exceeding in the aggregate in any one year ten thousand feet of mains of adequate size to serve the consumers along such extension, without regard to the previous payment of the dividend of ten per centum per annum upon the subscribers' certificates.

18. If it shall appear that the extension petitioned for cannot be made

by said Board of Public Works in the manners heretofore provided in the foregoing section, then such extension may be required of said company upon the following terms and conditions, to-wit: The property owners of any territory in said City not supplied with gas by said company may petition the Board of Public Works of the City for such extension, and shall therewith file their agreement to take at par for cash an amount of the capital stock of said company sufficient to cover the cost of the material and labor of making such extension, together with agreement of property owners or occupants of at least three houses already erected along such proposed lines binding themselves to take at least five stove connections or fifteen burners, and use the same, for each five hundred feet that said mains are asked to be extended. Said Board of Public Works of said City shall thereupon fix a day for the hearing of said petition, giving said company at least ten days notice in writing and shall hear all parties interested therein and shall determine by an order, from which there shall be no appeal, if said petition is properly signed by the required number of property owners who have agreed to take the stove connections or burners, and use the same as above provided and to determine also if said petitioners have sufficiently subscribed therefor and are responsible under their obligations to take an amount of the capital stock of said company which at its face value would cover the cost of material and labor of making such extension together with service connections to the property lines, such cost to be determined by an estimate of the City Civil Engineer, and in such order said Board of Public Works shall require said company to make such extensions on said conditions and fix the time within which the work shall be completed. And it shall be the duty of the Board of Directors of said company upon such order of the Board of Public Works, to offer for sale as herein provided any of the subscribed capital stock, or if necessary, to increase the capital stock, and so offer for sale such increase to an amount sufficient to cover the estimated cost of such extension; and if said stock be not sold at more than the face value thereof then the same shall be taken and paid for by said petitioners at the face value thereof and thereupon such extensions shall be made. And if said company shall fail or refuse to make such extension within the time fixed therefor, unavoidable delays excepted, it shall forfeit and pay to said City fifty (\$50.00) dollars for each and every day of such failure or delay.

19. The parties of the second part or assigns shall use no meter, nor require the use of any meter in the measurement of gas sold under the provision of this contract, except such as will accurately measure all gas passing through it, and it is agreed that any meters whose measurement shall exceed two per cent. (2%) fast or two per cent. slow, will be considered inaccurate.

20. Said Board of Public Works shall at all times have authority to inspect or cause to be inspected and to test or cause to be tested any meters in use by the parties of the second part or assigns or to inspect and test the apparatus, mains or plant of said company, and to test or cause to be tested the quality of the gas and the calorific and illuminating value of the same for the purpose of determining whether the same does comply with the terms and provisions hereof. And unsafe apparatus or imperfect meters shall immediately be replaced upon order of said Board of Public Works. And upon order of said Board of Public Works the gas of said company shall be made to conform to the standard herein fixed and if said company shall fail to make its gas of the standard and quality herein fixed within a period of five days after such order it shall forfeit to said City the sum of one hundred (\$100.00) dollars for each day's failure to comply with such order, and in addition to the above penalty the City shall have the right by any proper action at law or equity, to compel said company to furnish gas of the quality herein prescribed.

21. This contract and agreement shall be in force from and after

the date of its ratification by the Common Council of said City and for a period of twenty-five years thereafter, and thereafter all rights of said company to occupy the streets and alleys of said City shall terminate and cease.

22. If the plant and system of mains of said company shall not have become the property of said City by the cancellation of the certificates of subscribers and conveyance of such property to said City by the Board of Directors and Trustees of said company on or before the expiration of the aforesaid period of said franchise, then said City, by and through its Board of Public Works upon the expiration of said franchise period, shall have the right to pay any balance remaining due said certificate holders and the plant and property of said company shall be conveyed to said City as above provided to be owned and operated, or owned and leased by it; or, at the option of said City, the Board of Directors of the corporate successor of the second parties shall as heretofore provided upon the conclusion of said franchise period mortgage its plant and with the proceeds thereof, or with the mortgage notes issued in proper amounts, pay off and discharge the amount due certificate holders, and thereupon convey said plant to said City subject to such obligations and other legal obligations against said company.

23. If at any time the company operating under this franchise should become insolvent and be ordered sold by any proper judicial authority, the City of Indianapolis reserves the right to acquire all the property and rights of said company by the payment of its bona-fide indebtedness and any balance due the certificate or stockholders of said company, and upon the tender by said City of the amount of such indebtedness and amount due certificate or stockholders the Trustees and Directors of said company shall upon demand execute proper instruments transferring all such property and rights to said City of Indianapolis to be owned and operated or leased by it.

24. This contract shall not be assigned nor in any manner transferred, whether directly or indirectly, except as herein provided by second parties to the corporation to be organized by them, without the consent of the Board of Public Works, and approved of the Common Council of said city.

In Witness Whereof, The said City of Indianapolis has caused its corporate name to be hereunto affixed by its Board of Public Works and the said Alfred F. Potts, Frank D. Salnaker and Lorenz Schmidt have hereunto set their hands, all in triplicate, this 25th day of August, A. D., 1905.

CITY OF INDIANAPOLIS,

By M. A. DOWNING,
JACOB WOESSNER,
DAVID WALLACE,

Board of Public Works.
Party of the first part.

Approved:

JOHN W. HOLTZMAN, Mayor.

ALFRED F. POTTS.
FRANK D. STALNAKER.
LORENZ SCHMIDT.

Party of the second part.

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, therefore,

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 25th day of August, 1905, by the City of Indianapolis by and through its Board of Public Works, and Alfred F. Potts, Frank

D. Stalnaker and Lorenz Schmidt, be and the same is, hereby in all things ratified, confirmed and approved.

Which was read the first time.

Mr Rhodes moved to suspend the rules and advance General Ordinance No. 72, 1905, to second reading, which motion was later withdrawn, and Mr. Gasper moved to refer General Ordinance No. 72, 1905, to the Committee on Contracts and Franchises, and that the Common Council take a recess of five minutes in order to allow the Committee on Contracts and Franchises time to report. Carried.

Mr. Storm entered the Council Chamber and took seat.

The Common Council reconvened at 8:10 o'clock

The Committee on Contracts and Franchises presented the following report:

To the President and Members of the Common Council:

Your Committee on Contracts and Franchises, to whom was referred General Ordinance No. 72, 1905, have had same under consideration and recommend that same do pass.

J. H. CRALL.
J. L. GASPER.
FRED W. EPPERT.
ANDREW H. WAHL.
JAMES D. MORIARITY.

Which was read.

Mr. Crall moved that the report of the committee be adopted. Carried.

Mr. Rhodes moved that the rules be suspended and General Ordinance No. 72, 1905, be placed on second reading. It was read a second time.

Mr. Crall moved that General Ordinance No. 72, 1905, be ordered engrossed, read a third time, and placed upon its passage. Carried.

General Ordinance No. 72, 1905, was read a third time and passed by the following vote:

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

Noes, none.

Mr. Crall stated that Mr. Alfred F. Potts would like the privilege of the floor to address the Common Council.

Mr. Potts addressed the Common Council briefly.

Mr. Cooper moved that General Ordinance No. 69, 1905, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 69, 1905, was read a third time and passed by the following vote:

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

The Committee on Ordinances presented the following report:

INDIANAPOLIS, IND., August 25, 1905.

To the President and Members of the Common Council:

Your Committee on Ordinances, who have had General Ordinance No. 71, 1905, under consideration, recommend that same be amended by substituting the following:

J. ED. KRAUSE,
LEW W. COOPER,
ANDREW H. WAHL.

General Ordinance No. 71—1905: An ordinance fixing the boundaries of certain voting precincts in the fourth, seventh, thirteenth and fifteenth wards of the City of Indianapolis, and fixing a time when the same shall take effect.

Section 1. Be it ordained by the Common Council of the City of Indianapolis, That all boundaries of voting precincts in the Fourth Ward shall be and remain as at present constituted excepting those of the seventh, eighth, thirteenth, fourteenth, seventeenth, eighteenth and nineteenth precincts; which shall hereafter be as follows:

Seventh Precinct: All that part of said city bounded as follows shall be and constitute the Seventh precinct, Fourth Ward: Beginning at the intersection of Northwestern avenue with Twenty-eighth street; thence east in the middle of Twenty-eighth street to the middle of Nice street; thence north to Thirty-second street; thence west to Northwestern avenue; thence northwest in the middle of Northwestern avenue to the middle of Thirty-fourth street; thence west to the middle of Rader street; thence south to the middle of Thirtieth street; thence east to the middle of Annetta street; hence south to the middle of Eugene street; thence east to the middle of Northwestern avenue; thence southeast with Northwestern avenue to the place of beginning.

Eighth Precinct: All that part of said City bounded as follows shall be and constitute the Eighth Precinct, Fourth Ward: Beginning in the center of the streets at the intersection of Clifton and Eugene streets, thence north with the center of Clifton street to the City limits, thence east with such City limits to Northwestern avenue, or the Michigan road, thence in a southeasterly direction in said avenue to Thirty-fourth street,

thence west in Thirty-fourth street to Rader street, thence south to Thirtieth street, thence east to Annetta street, thence south to Eugene street, thence west to the place of beginning.

Thirteenth Precinct: All that part of said City bounded as follows shall be and constitute the Thirteenth Precinct, Fourth Ward: Beginning at the intersection of Thirtieth street with the western boundary of said City, thence east to the center of the Canal, thence southeast with the Canal to the center of Fall creek, thence down Fall creek to the center of Twenty-first street, thence west in the center of Twenty-first street as laid out and as extended to the western boundary of the City, thence north with said boundary to the place of beginning.

Fourteenth Precinct: All that part of said city bounded as follows shall be and constitute the Fourteenth precinct, Fourth ward: Beginning at the intersection of Fall Creek with the middle of Twenty-first street; thence west in Twenty-first street as laid out and extended to the western boundary of the said city; thence south along said western boundary to the boundary line between the Fourth and Fifteenth wards; thence southeast and east along said boundary to the middle of White river; thence down White river to Tenth street; thence east with Tenth street to the Indiana avenue bridge over Fall Creek; thence up Fall Creek to the place of beginning at Twenty-first street.

Seventeenth Precinct: All that part of said city bounded as follows shall be and constitute the Seventeenth precinct, Fourth ward: Beginning at the intersection of West and Twelfth streets; thence west in Twelfth street to Brooks street; thence south in Brooks street to Eleventh street; thence east to West street; thence north to the place of beginning.

Eighteenth Precinct: All that part of said city bounded as follows shall be and constitute the Eighteenth precinct, Fourth ward: Beginning at the intersection of West and Tenth streets; thence west with Tenth street and Indiana avenue to the Indiana avenue bridge over Fall Creek; thence up Fall Creek to the center of Wayne street; thence east in Wayne street to the center of Brooks street; thence south to the center of Eleventh street; thence east to West street; thence south to the place of beginning.

Nineteenth Precinct: All that part of said city bounded as follows shall be and constitute the Nineteenth precinct, Fourth ward: Beginning in the center of the streets at the intersection of Clifton and Eugene streets; thence west to the canal; thence northwest to Thirtieth street; thence west to the city limits; thence following the corporation line, northeast, northwest, northeast, east, south and east again to the intersection of said corporation line with Clifton street extended; thence south with the center of Clifton street to the place of beginning.

Sec. 2. All boundaries of voting precincts in the Seventh ward shall be and remain as at present constituted, excepting those of the Fourteenth and Fifteenth precincts, which shall hereafter be as follows:

Fourteenth Precinct: All that part of said City bounded as follows shall be and constitute the Fourteenth precinct, Seventh ward: Beginning at the intersection of Noble and Michigan streets, thence south to Ohio street; thence east to Davidson street; thence north to New York street; thence east to Pine street; thence north to Michigan street; thence west to the place of beginning.

Fifteenth Precinct: All that part of said City bounded as follows shall be and constitute the Fifteenth precinct, Seventh ward: Beginning at the corner of Washington and Liberty streets; thence north to Market street; thence east to Davidson street; thence north to New York street; thence east to Pine street; thence south to Washington street; thence west to the place of beginning.

Sec. 3. The Thirteenth ward shall be divided into sixteen precincts

numbered as hereinafter described and designated by the following boundaries:

First Precinct: All that part of said City bounded as follows shall be and constitute the First precinct, Thirteenth ward: Beginning at the intersection of Ray street and White river; thence east to Senate avenue; thence south to Morris street; thence west to White river; thence north with White river to the place of beginning.

Second Precinct: All that part of said City bounded as follows shall be and constitute the Second precinct, Thirteenth ward: Beginning at the intersection of Ray street and Senate avenue; thence east to Illinois street; thence south to Morris street; thence west to Senate avenue; thence north to the place of beginning.

Third Precinct: All that part of said City bounded as follows shall be and constitute the Third precinct, Thirteenth ward: Beginning at the intersection of Ray and Illinois streets; thence east to Madison avenue; thence south with Madison avenue to Downey street; thence west to Meridian street; thence north to Morris street; thence west to Illinois street; thence north to the place of beginning.

Fourth Precinct: All that part of said City bounded as follows shall be and constitute the Fourth precinct, Thirteenth ward: Beginning at the intersection of Meridian and Downey streets; thence south to Minnesota street, thence east to Madison avenue, thence north to Downey street, thence west to the place of beginning.

Fifth Precinct: All that part of said City bounded as follows shall be and constitute the Fifth precinct, Thirteenth ward: Beginning at the intersection of Meridian and Wisconsin streets; thence south to the center of the Indianapolis Union Railway right-of-way; thence west to Senate avenue; thence north to Wisconsin street; thence east to the place of beginning.

Sixth Precinct: All that part of said City bounded as follows shall be and constitute the Sixth precinct, Thirteenth ward: Beginning at the intersection of the center of Morris street with the center of White river; thence down the river to the center of the bridge of the Indianapolis Union Railway Company; thence east with said railway to the center of Senate avenue; thence north to the center of Wisconsin street; thence east to the center of Meridian street; thence north to the center of Morris street; thence west to the place of beginning.

Seventh Precinct: All that part of said City bounded as follows shall be and constitute the Seventh precinct, Thirteenth ward: Beginning at the center of the bridge of the Indianapolis Union Railway Company over White river; thence down White river to the southern boundary of the City at Southern avenue; thence east to Meridian street; thence north to the center of the right-of-way of said railway company; thence west to the place of beginning.

Eighth Precinct: All that part of said City bounded as follows shall be and constitute the Eighth Precinct, Thirteenth Ward: Beginning at the intersection of Madison avenue and Prospect street, thence south with Madison avenue to Dunlop street, thence east to East street, thence north in East street to Prospect street, thence west to the place of beginning.

Ninth Precinct: All that part of said City bounded as follows shall be and constitute the Ninth Precinct, Thirteenth Ward: Beginning at the intersection of East and Prospect streets, thence east to Shelby street, thence south to Sanders street, thence west to East street, thence north in East street to the place of beginning.

Tenth Precinct: All that part of said City bounded as follows shall be and constitute the Tenth Precinct, Thirteenth Ward: Beginning at

the intersection of East and Sanders streets, thence east to Shelby street, thence south to Cottage avenue, thence west in Cottage avenue to East street, thence north to the place of beginning.

Eleventh Precinct: All that part of said City bounded as follows shall be and constitute the Eleventh Precinct, Thirteenth Ward: Beginning at the intersection of East street and Cottage avenue, thence east in Cottage avenue to Shelby street, thence south to Iowa street, thence west to Ringgold avenue, thence north to Minnesota street, thence west to East street, thence north to the place of beginning.

Twelfth Precinct: All that part of said City bounded as follows shall be and constitute the Twelfth Precinct, Thirteenth Ward: Beginning at the intersection of East and Dunlop streets, thence south to Minnesota street, thence west to Madison avenue, thence north to Dunlop street, thence east to the place of beginning.

Thirteenth Precinct: All that part of said City bounded as follows shall be and constitute the Thirteenth precinct, Thirteenth ward: Beginning at the intersection of Shelby street with the right-of-way of the Indianapolis Union Railway Company, thence west to East street, thence south in East street and on a line of East street extended through Garfield Park to Southern avenue thence east to Shelby street, thence north to the place of beginning.

Fourteenth Precinct: All that part of said City bounded as follows shall be and constitute the Fourteenth precinct, Thirteenth ward: Beginning at the intersection of Shelby street with the right of way of the Indianapolis Union Railway Company, thence west to East street, thence north to Minnesota street, thence east to Ringgold avenue, thence south to Iowa street, thence east to Shelby street, thence south to the place of beginning.

Fifteenth Precinct: All that part of said City bounded as follows shall be and constitute the Fifteenth precinct, Thirteenth ward: Beginning at the intersection of East and Minnesota streets, thence west to Meridian street, thence south to the center of the right of way of the Indianapolis Union Railway Company, thence east to East street, thence north to the place of beginning.

Sixteenth Precinct: All that part of said City bounded as follows shall be and constitute the Sixteenth precinct, Thirteenth ward: Beginning at the intersection of the Indianapolis Union Railway Company's right of way with East street, thence south in East street and its extension through Garfield Park to the corporation line of the City at Southern avenue, thence west to Meridian street, thence north to the center of said right of way, thence east to the place of beginning.

Sec. 4. All boundaries of voting precincts in the Fifteenth ward shall be and remain as at present constituted excepting those of the Third and Fifteenth precincts, which shall hereafter be as follows:

Third Precinct: All that part of said City bounded as follows shall hereafter be and constitute the Third precinct, Fifteenth ward: Beginning at the intersection of Washington and Warman streets; thence north to New York street; thence east with the center line of New York street as laid out, and as extended to Belmont avenue; thence south to Washington street, thence west to the place of beginning.

Fifteenth Precinct: All that part of said City bounded as follows shall be and constitute the Fifteenth precinct, Fifteenth ward: Beginning at Warman avenue and New York street; thence east with the center line of New York street, as laid out and as extended to Belmont avenue; thence north to Michigan street; thence west to Concord street; thence south to Vermont street; thence east to Warman avenue; thence south to the place of beginning.

Sec. 5. The ordinance shall be in full force and effect from and after its passage.

Which was read.

Mr. Cooper moved that General Ordinance No. 71, 1905, be ordered engrossed as amended by the committee, read a third time and placed upon its passage. Carried.

General Ordinance No. 71, 1905, was read a third time and passed by the following vote:

Ayes, 16, viz.: Messrs. Cooper, Cottey, Crall, Eppert, Fishback, Gasper, Krause, Murray, Rhodes, Shea, Storm, Uhl, Wahl, Wolsiffer, Wright and President James H. Billingsley.

Noes, none.

On motion of Mr. Krause the Common Council, at 8:50 o'clock, P. M., adjourned.

James H. Billingsley

President.

ATTEST:

W. M. Fogarty

City Clerk.

