

REGULAR MEETING.

COUNCIL CHAMBER, CITY OF INDIANAPOLIS, IND.

MONDAY, November 6, 1905.

The Common Council of the City of Indianapolis, met in the Council Chamber, Monday evening, November 6, 1905, at 8:00 o'clock, in regular session, President James H. Billingsley in the chair.

Present: The Hon. James H. Billingsley, President of the Common Council, and 10 members, viz.: Messrs. Cooper, Crall, Davis, Gasper, Hofmann, Krause, Linus, Moriarity, Rhodes, Uhl.

Absent, 10, viz.: Messrs. Cottey, Eppert, Fishback, Murray, Shea, Storm, Sullivan, Wahl, Wolsiffer, Wright.

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

COMMUNICATIONS FROM THE MAYOR.

INDIANAPOLIS, IND., October 21, 1905

To the President and Members of the Common Council:

I herewith return with my signature and approval General Ordinance No. 86, 1905.

Respectfully,

JOHN W. HOLTZMAN,
Mayor.

Which was read.

INDIANAPOLIS, IND., November 1, 1905.

To the President and Members of the Common Council:

I herewith return with my signature and approval Appropriation Ordinance No. 30, 1905.

Respectfully,

JOHN W. HOLTZMAN,
Mayor.

Which was read.

INDIANAPOLIS, IND., October 17, 1905.

To the President and Members of the Common Council:

Dear Sirs: I return herewith with my signature and approval General Ordinance No. 66; General Ordinance No. 85; General Ordinance No. 77; General Ordinance No. 79; General Ordinance No. 82; General Ordinance No. 83; General Ordinance No. 88, and also Appropriation Ordinance No. 39.

Respectfully,

JOHN W. HOLTZMAN.
Mayor.

Which was read.

REPORTS FROM OFFICIAL BOARDS.

From the Board of Public Works:

INDIANAPOLIS, IND., November 3, 1905.

To the President and Members of the Common Council:

Gentlemen: We herewith transmit to you a contract entered into by the City of Indianapolis, by and through its Board of Public Works and Owen L. Miller, granting said party the right to lay and maintain a side-track or switch across Holton Place, in the City of Indianapolis, Indiana, for your ratification and approval.

Respectfully,

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

Which was read.

REPORTS FROM STANDING COMMITTEES.

From the Committee on Ordinances:

INDIANAPOLIS, IND., November 6, 1905.

To the President and Members of the Common Council:

Gentlemen: Your Committee on Ordinances, to whom was referred General Ordinance No. 34, have had same under consideration and respectfully recommend that same do pass.

Respectfully,

J. ED. KRAUSE.

Which was read.

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

From the Committee on Ordinances:

INDIANAPOLIS, IND., November 6, 1905.

To the President and Members of the Common Council:

Gentlemen: Your Committee on Ordinances, to whom was referred

General Ordinance No. 33, have had same under consideration and respectfully recommend that same do pass.

Respectfully,

J. ED. KRAUSE.

Which was read.

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

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

By Board of Public Works:

General Ordinance No. 93—1905: An ordinance approving a certain contract granting Owen Miller, M. D. Plunkett, Clark & Roberts Co., W. A. Moore, Columbia School Supply Co., Ross H. Wallace, the right to lay and maintain a side-track or switch across Holton Place according to blue print attached, in the City of Indianapolis, Indiana.

Whereas, heretofore, to-wit: on the 16th day of July, 1905, filed his petition before the Board of Public Works of the City of Indianapolis, as follows:

PETITION.

To the Board of Public Works, City of Indianapolis:

Gentlemen: The undersigned owners of real estate abutting on Holton Place respectfully petition for a private switch across Holton Place.

This section of the city where proposed switch is to be located is used almost entirely for factory and coal yard purposes.

(Signed) OWEN L. MILLER,

(Signed) M. D. PLUNKETT,

(Signed) CLARK & ROBERTS CO.,

per F. A. Clark, Sec'y.,

(Signed) W. A. MOORE,

(Signed) COLUMBIA SCHOOL SUPPLY CO.,

per W. A. Moore, V. P.,

(Signed) ROSS H. WALLACE.

Now, Therefore, This agreement, made and entered into this 22d day of September, 1905, by and between Owen L. Miller, M. D. Plunkett, Clark & Roberts Co., W. A. Moore, Columbia School Supply Company, and Ross H. Wallace, of the City of Indianapolis, County of Marion, State of Indiana, party of the first part, and the City of Indianapolis, by and through its Board of Public Works, party of the second part.

Witnesseth: That the party of the first part, being desirous of securing a right-of-way for a side-track or switch across Holton Place in the City of Indianapolis, which is more specifically described as follows:

The center line of the proposed switch across Holton Place will be located as follows, to-wit:

Said center line will begin on the north line of Holton Place at a point one hundred and fourteen and one-half (114½) feet east of the east property line of the first alley east of Mill street, extend thence south across the south line of Holton Place at a point eighty-five and one-half (85½) feet west of the west property line of Missouri street, hereby covenants and fully binds himself, his successors, legal repre-

sentatives and assigns; that, in consideration of the grant of the privilege and authority herein given, he will lay, construct and maintain said track upon the terms and conditions hereinafter set forth, to-wit:

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

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

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

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

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

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

(7) Any violations of any of the provisions of this instrument by said party of the first part, or by any one for it or at its instance or with its permission, shall operate as an immediate and absolute forfeiture of the privileges and authority given or granted by this contract: *Provided, however,* That the same may be terminated without cause at the pleasure of said Board, as hereinbefore set forth in Clause 4.

Said party of the second part by virtue of the provisions of an act of the General Assembly of the State of Indiana, entitled, "An act concerning the incorporation and government of cities having more than one hundred thousand population, according to the United States census last preceding, and matters therewith connected, and declaring an emergency," approved March 6, 1891, and in consideration of the things hereinbefore set forth and upon the terms and provisions stipulated, hereby gives, grants and duly vests said party of the first part the right, privilege and authority to lay and maintain an additional side-

track or switch across Holton Place in the City of Indianapolis, all as shown by the drawing attached hereto, filed herewith and for greater certainty marked "Exhibit A."

In Witness Whereof, We have hereunto set our hands this 1st day of November, 1905.

OWEN L. MILLER,
Party of the first part.

Witness:

C. H. MOON.

CITY OF INDIANAPOLIS,
By M. A. DOWNING,
JACOB WOESSNER,
DAVID WALLACE,
Board of Public Works.
Party of the second part.

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

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

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

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

MISCELLANEOUS BUSINESS.

Mr. Crall moved that the following named gentlemen be elected inspectors in the precincts named to fill vacancies for the election to be held November 7, 1905:

Sixth Ward—19th Precinct, Walter C. Johnson.
Seventh Ward—11th Precinct, William G. McChesney.
Eleventh Ward—2d Precinct, Patrick M. Duffy.
Fifteenth Ward—7th Precinct, George E. Cox.

The following members voting in the affirmative:

Messrs. Cooper, Crall, Davis, Gasper, Hofmann, Krause, Linus, Moriarity, Rhodes, Uhl and President James H. Billingsley.

The Chair declared the gentlemen named above elected inspectors.

ORDINANCES ON SECOND READING.

Mr. Krause called for General Ordinance No. 33, 1905, for second reading. It was read a second time.

Mr. Krause moved that General Ordinance No. 33, 1905, be ordered engrossed, read a third time, and placed upon its passage. Carried.

General Ordinance No. 33, 1905, was read a third time and passed by the following vote:

Ayes, 11, viz.: Messrs. Cooper, Crall, Davis, Gasper, Hofmann, Krause, Linus, Moriarity, Rhodes, Uhl and President James H. Billingsley.

Noes, none.

Mr. Krause called for General Ordinance No. 34, 1905, for second reading. It was read a second time.

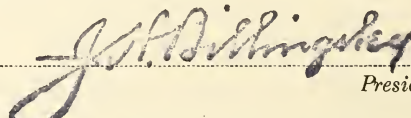
Mr. Krause moved that General Ordinance No. 34, 1905, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 34, 1905, was read a third time and passed by the following vote:

Ayes, 11, viz.: Messrs. Cooper, Crall, Davis, Gasper, Hofmann, Krause, Linus, Moriarity, Rhodes, Uhl and President James H. Billingsley.

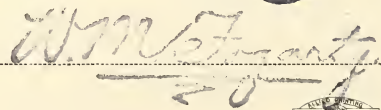
Noes, none.

On motion of Mr. Crall, the Common Council, at 8:20 o'clock, P. M., adjourned.



 President.

ATTEST:



 City Clerk.