

SPECIAL MEETING

Monday, May 25th, 1931.

The Common Council of the City of Indianapolis met in the Council Chamber, May 25th, 1931, at 12:30 p. m., President Ernest C. Ropkey in the chair, pursuant to the following call:

To the Members of the Common Council, Indianapolis, Indiana:

Gentlemen:

You are hereby notified that there will be a SPECIAL MEETING of the COMMON COUNCIL held in the Council Chamber on Monday, May 25th, 1931, at 12:30 p. m., the purpose of such SPECIAL MEETING being to receive Communications from City Officials and to receive Ordinances for introduction and first reading on the following ordinances, to-wit:

No.	NATURE	COMMITTEE
G. O. No. 49, 1931	Ratifying Tow-in Contract	
G. O. No. 50, 1931	Ratification of Contract, Brd. Safety—Ind. Inspec. Bureau	

Respectfully,

ERNEST C. ROPKEY,
President, Common Council.

I, Henry O. Goett, Clerk of the Common Council of the City of Indianapolis, Indiana, do hereby certify that I have served the above and foregoing notice to each and every member of the Common Council prior to the time of such SPECIAL MEETING, pursuant to the rules.

IN WITNESS WHEREOF, I have hereunto affixed my signature and caused the seal of the City of Indianapolis to be affixed.

HENRY O. GOETT,
City Clerk.

SEAL

Which was read.

President Ropkey called the meeting to order.

The Clerk called the roll.

Present: Ernest C. Ropkey, President, and five members, viz: Mr. Houck, Mr. Henry, Mr. Morgan, Mr. Welch, Mr. Wheatley.

Absent: Mr. Gardner, Mr. Hildebrand, Mr. Tennant.

COMMUNICATIONS FROM CITY OFFICIALS

May 19, 1931.

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

Gentlemen:

We are submitting herewith an ordinance ratifying and approving an agreement entered into by and between the Board of Public Safety of the City of Indianapolis and the Indianapolis Motor Inns, Inc., fixing the terms for the care and custody of stolen, wrecked, abandoned

and impounded automobiles recovered by the Police Department, and respectfully request the passage of this ordinance.

Respectfully submitted,

BOARD OF PUBLIC SAFETY,

WALTER O. LEWIS,
Executive Secretary.

May 19, 1931.

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

Gentlemen:

We are submitting herewith an ordinance ratifying and approving a contract entered into by and between the Board of Public Safety of the City of Indianapolis and the Indiana Inspection Bureau, and respectfully request the passage of same.

Respectfully submitted,

BOARD OF PUBLIC SAFETY,

WALTER O. LEWIS,
Executive Secretary.

INTRODUCTION OF GENERAL ORDINANCES

By Board of Safety:

GENERAL ORDINANCE NO. 49, 1931

AN ORDINANCE ratifying and approving an agreement entered into by and between the Board of Public Safety of the City of Indianapolis and the Indianapolis Motor Inn, Incorporated, and fixing a time when the same shall take effect.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE
CITY OF INDIANAPOLIS, INDIANA:

Section 1. That the agreement heretofore entered into by and between the City of Indianapolis through the Board of Public Safety and the Indianapolis Motor Inn, Incorporated, providing for terms and conditions of hauling and storing abandoned, wrecked and stolen automobiles and motor vehicles impounded pursuant to the provisions of General Ordinance No. 31, 1931, a copy of which agreement is attached hereto, marked "Exhibit A," and made a part of this ordinance, be and it is hereby in all things ratified and approved.

Sec. 2. This ordinance shall take effect from and after its passage and approval by the Mayor.

"EXHIBIT A"

This agreement made and entered into by and between the City of Indianapolis, acting through its Board of Safety, hereinafter known as party of the first part, and Indianapolis Motor Inns, Incorporated, hereinafter known as party of the second part; WITNESSETH:

WHEREAS, the Board of Public Safety of the City of Indianapolis has supervision and control of the Police Department of the City of Indianapolis; and said Board is empowered under the terms of General Ordinance No. 31, 1931, to make feasible arrangements for caring for impounded motor vehicles, and to contract with garages where motor vehicles may be impounded pursuant to the terms of said ordinance; such contract, however, is to be subject to the approval of the Common Council of the City of Indianapolis; and

WHEREAS, the police officers of said city as part of their duties take charge of abandoned, wrecked and stolen motor vehicles that are violating the laws of the State of Indiana or the ordinances of the City of Indianapolis in any particular; and

WHEREAS, special equipment is necessary to handle said motor vehicles; and

WHEREAS, the City of Indianapolis has no facilities for either moving said motor vehicles or safely keeping the same while in the possession and custody of said Police Department, and said city has no facilities for moving and safely keeping the motor vehicles impounded under the terms of said ordinance; and

WHEREAS, it is the desire of the party of the first part to have a fixed standard of rates for removing and storing said motor vehicles, and for impounding said motor vehicles under the terms of said ordinance; and

WHEREAS, the party of the second part has adequate equipment and is qualified to render such service to the City of Indianapolis and has submitted a bid and a schedule of rates therefore; NOW, THEREFORE,

IT IS AGREED by and between the parties hereto:

1. That for a period of one year only from the date of the passage and approval by the Mayor of an ordinance ratifying this contract, upon request of the Chief of Police or any police officer, party of the second part contracts and agrees that the party of the second part will take possession of and store all abandoned, wrecked and stolen automobiles and other vehicles taken into the custody of the Police Department of the City of Indianapolis for violation of the laws of the State of Indiana and ordinances of the City of Indianapolis in the garages owned by the party of the second part.

2. Party of the second part agrees to tow-in, or crane-in, as may be necessary, wrecked, stolen and abandoned motor vehicles, under direction of the Indianapolis Police Department, and to store the same until midnight of the day upon which said vehicles were towed-in or craned in at the rate of One Dollar and Fifty Cents (\$1.50) for each of said vehicles towed in or craned in. Party of the second part further agrees that it will charge the owners of such vehicles at such rate. Party of the second part agrees that it will store such vehicles at the rate of fifty cents (\$.50) per day or fraction thereof after

midnight of the day said car is towed in, if less than one month; and at the rate of Seven Dollars (\$7.00) per month, that each vehicle is kept after midnight of the day said car is towed in. Party of the second part agrees that it will charge the owners of such vehicles for storage at such rate. Party of the second part further agrees that it will remove such motor vehicles from streams and ditches at the rate of Three Dollars (\$3.00) per hour for labor and equipment. Party of the second part further agrees that it will charge the owners of such vehicles for such removal at such rates.

3. Party of the second part agrees that it will impound motor vehicles in accordance with the provisions of General Ordinance No. 31, 1931, and under direction of the Police Department, and to store same until midnight of the day upon which such vehicles were impounded, at the following rates:

(a) Three Dollars (\$3.00) for each of such vehicles towed in without the use of a crane.

(b) Three Dollars and Fifty Cents (\$3.50) for each of such vehicles towed in with the use of a crane.

(The above price includes the sum of Two Dollars (\$2.00) for each of such vehicles impounded in accordance with the provisions of said ordinance, which sums shall be paid to the City Controller at such time and in such manner as second party may be directed, in writing, by the Board of Public Safety.)

Said party of the second part agrees to store said vehicles at the rate of Fifty Cents (\$.50) per day or fraction thereof that such is kept after midnight of the day said car is impounded, if less than one month, and at the rate of Seven Dollars (\$7.00) per month that such vehicle is kept after midnight of the day said car is towed-in or craned-in, if kept one month or longer.

4. Party of the second part agrees to abide by and be governed according to the regulations and direction of the Board of Public Safety and the Police Department of the City of Indianapolis in reference to the cars hauled, handled and stored by the party of

the second part, and manner of hauling. Party of the second part agrees to use a pole to prevent collision on all cars towed-in or craned-in.

5. Party of the second part agrees to paint such crane cars as may be used in the performance of this contract as said Board of Public Safety may direct. Party of the second part further agrees to furnish twenty-four (24) hour service at all times under the direction of the Police Department, furnish written reports to the Chief of Police and keep records of all motor vehicles and contents taken into custody under this contract, subject to inspection of the Police Department and to make suitable provision for the safe keeping of any such vehicles as may be directed by said Board of Public Safety.

6. Party of the second part agrees to give bond in the sum of Five Thousand Dollars (\$5,000.00) to the approval of the Board of Public Safety of the City of Indianapolis, payable to said City of Indianapolis and to owners of cars conditioned for the faithful performance of this agreement and to save the said City of Indianapolis and/or the owner of said motor vehicles harmless from any loss or liability on account of the hauling, handling and storing and impounding of said cars and on account of, the loss of, the caring for, and the storing of the contents of said cars, or any other loss or liability, which may arise from any cause whatever.

7. That party of the second part will take out a fire insurance policy in some reliable fire insurance company, to be approved by party of the first part, to protect party of the first part from loss or liability to the owners of such motor vehicles, resulting from fire, while in the custody of party of the second part.

8. It is further agreed by and between the parties hereto that party of the second part will render service to the City, of the nature contained in this agreement for city automobiles, free of charge; that the Plaza Garage at West Vermont Street, in the City of Indianapolis, owned by the party of the second part, will be used in

all cases where possible. It is further agreed by and between the parties hereto that party of the second part will immediately make an inventory of every item of personal property found in any car stored pursuant to this agreement; and furnish a list thereof, together with a complete description of the property to the Police Department. And it is further understood and agreed that the party of the first part has a right to cancel this agreement if, in its option, the service rendered pursuant to this agreement is not satisfactory to the party of the first part, and the party of the first part shall be the sole judge as to whether or not said service is satisfactory. It is further understood and agreed that the party of the first part shall have the option to extend the terms of his contract for one year from the date of the expiration thereof, and all the terms of this contract shall be binding upon all of the parties hereto, if, in the discretion of said party of the first part, said party of the first part, through its Board of Public Safety shall notify said party of the second part of its intention, in writing, so to do, not less than 30 days prior to the expiration of this agreement.

IN WITNESS WHEREOF, said parties hereto have set their hands and seals, this day of May, 1931.

CITY OF INDIANAPOLIS.

.....

Board of Public Safety,
 Party of the First Part.

Approved by:

.....
 Mayor of the City of Indianapolis.

INDIANAPOLIS MOTOR INN, INC.

By.....
Party of the Second Part.

Attest:

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

By Board of Safety:

GENERAL ORDINANCE NO. 50, 1931

AN ORDINANCE ratifying and approving a contract entered into between the City of Indianapolis, by and through its Board of Public Safety, with the approval of its Mayor, and Indiana Inspection Bureau, and fixing a time when the same shall take effect.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF INDIANAPOLIS, INDIANA:

Section 1. That the contract heretofore entered into by and between the City of Indianapolis, by and through its Board of Public Safety and with the approval of its Mayor, and Indiana Inspection Bureau, under and by virtue of the provisions of General Ordinance No. 121, 1925, at Section D-408 thereof, and General Ordinance No. 97, 1926, amending paragraphs (b) and (c) of said Section D-408, and General Ordinance No. 46, 1929, further amending paragraph (b) of said Section D-408 of said General Ordinance No. 121, 1925, which contract provides for the electrical inspection of said City of Indianapolis as required by the laws of the State of Indiana and the

ordinances of said City of Indianapolis, and which contract is attached hereto and made a part hereof and marked "Exhibit A," be and it is hereby in all things ratified, confirmed and approved.

Sec. 2. This ordinance shall take effect from and after its passage and approval by the Mayor.

"EXHIBIT A"

This contract made and entered into by and between the City of Indianapolis, a municipal corporation hereinafter known as the "the City" by and through its Mayor and Board of Public Safety, and the Indiana Inspection Bureau, an unincorporated association with its offices at Indianapolis, Indiana, hereinafter known as "the Bureau," witnesseth:

WHEREAS, the Common Council of the City of Indianapolis by its ordinances duly enacted and known as General Ordinance No. 121, 1925, at Section D-408 thereof and by General Ordinance No. 97, 1926, amending paragraph (b) and (c) of said Section D-408 and by General Ordinance No. 46, 1929, further amending paragraph (b) of said Section D-408 of said General Ordinance No. 121, 1925, has directed said City through its Mayor and Board of Public Safety to employ an agency to perform the service of electrical inspection in said City according to the terms and conditions of said ordinances, and

WHEREAS, said Indiana Inspection Bureau is qualified within the terms and conditions of said ordinances for the performance of said services; Now, therefore, IT IS HEREBY AGREED BY THE PARTIES HERETO:

First: The City employs the Bureau and the Bureau accepts and undertakes such employment, to perform all duties with respect to the inspection of electrical wiring and equipment required to be performed by the State of Indiana and the ordinances of said City

now in force and effect, except only such services as are specifically delegated to the Department of Buildings or any other official or employee of said City, until and including the 30th day of April, 1932.

Second: The City hereby allows and the Bureau hereby agrees to accept as compensation for such services that portion of the fees so prescribed by said ordinances as amended, namely, ninety-five percent (95%) of all such fees so collected, and the Bureau agrees to pay to the City Controller monthly within fifteen (15) days after the end of each month five percent (5%) of all of said fees so collected during said month, all of which fees so collected shall belong absolutely to the said city.

Third: The Bureau agrees to collect from electrical contractors and others holding permits for the installation of electrical wiring and equipment issued by the City of Indianapolis the respective fees, due and payable under such ordinance as amended, and to keep an accurate record of the fees so collected and to account to the City for the share of such fees due said City under said ordinance and in accordance with the provisions of this contract.

Said Bureau will maintain a system of triplicate receipts numbered serially from one upward for each year that this contract is in effect and will execute a receipt in triplicate to cover each fee actually collected, which receipt shall bear the proper serial number in triplicate, the name and address of the contractor or other permittee, the date of issuance, the work covered, amount paid, and such other data as the Commissioner of Buildings of the City may from time to time order. One copy of such receipt shall be delivered to the person, firm or corporation paying the fee, one copy retained by the Bureau, and every month during the term of this contract within fifteen (15) days after the end of such month, the Bureau shall deliver to the City Controller one copy of each receipt executed within such month.

IN WITNESS WHEREOF, the City by and through its Mayor and Board of Public Safety and the Bureau by its manager, all duly

authorized so to do, have hereunto set their hands this 29th day of April, 1931.

CITY OF INDIANAPOLIS.

By C. R. MEYERS,

DONALD S. MORRIS,

FRANK C. DAILEY,

Board of Public Works.

R. H. SULLIVAN,

Mayor.

Attest:

HENRY O. GOETT,

City Clerk.

INDIANA INSPECTION BUREAU,

By.....

Manager.

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

On motion of Mr. Morgan, seconded by Mr. Houck, the Common Council adjourned at 12:40 p. m.

We hereby certify that the above and foregoing is a full, true and complete record of the proceedings of the Common Council of the City of Indianapolis, held Monday, May 25th, 1931, at 12:30 p. m.

May 25, 1931]

CITY OF INDIANAPOLIS, IND.

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In witness whereof, we have hereunto subscribed our signatures and caused the seal of the City of Indianapolis to be affixed.

Ernest C Ropkey

President.

Attest:

Henry O Goett

City Clerk.

(SEAL.)