

REGULAR MEETING.

COUNCIL CHAMBER, CITY OF INDIANAPOLIS, IND.,

MONDAY, October 18, 1915.

The Common Council of the City of Indianapolis met in the Council Chamber, Monday evening, October 18, 1915, at 7:30 o'clock in regular session, President Thomas C. Lee in the chair.

Present: The Hon. Thomas C. Lee, President of the Common Council, and 8 members, viz.: Messrs. Barry, Young, McGuff, Miller, Porter, Connor, Graham and Shea.

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

COMMUNICATIONS FROM THE MAYOR.

EXECUTIVE DEPARTMENT,

CITY OF INDIANAPOLIS.

INDIANAPOLIS, IND., October 7, 1915.

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

GENTLEMEN—I have approved and signed the following ordinances:

1. General Ordinance No. 48, 1915, the same being an ordinance entitled, "An ordinance authorizing the sale of seventy-five (75) bonds of one thousand dollars (\$1,000) each of the City of Indianapolis, Indiana, payable from the general revenues and funds of said city from the Sinking Fund of said city, or as may be required by law, for the purpose of procuring money to be used in the erection of a bridge over Fall Creek at Meridian Street and work thereunto appertaining, and providing for the time and manner of advertising, sale of bonds and the receipt of bids for the same, together with the mode and terms of sale, and fixing a time when the same shall take effect."

2. General Ordinance No. 50, 1915, the same being an ordinance entitled,

"An ordinance to amend Section One (1) of General Ordinance No. 26, 1914 (which ordinance No. 26, 1914, amended Section Forty-one (41) of General Ordinance No. 72, 1912)."

3. Appropriation Ordinance No. 23, 1915, the same being an ordinance entitled, "An ordinance making additional appropriations to the Department of Public Works, and fixing a time when the same shall take effect."

I return the said ordinances herewith.

Yours very truly,
J. E. BELL,
Mayor.

EXECUTIVE DEPARTMENT,
CITY OF INDIANAPOLIS.

INDIANAPOLIS, IND., October 13, 1915.

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

GENTLEMEN—I have approved and signed Special Ordinance No. 10, 1915, the same being an ordinance entitled, "An ordinance annexing certain territory to the City of Indianapolis, and defining a part of the boundary line of said city, and fixing the time when the same shall take effect."

I return the said ordinance herewith.

Yours very truly,
J. E. BELL,
Mayor.

REPORTS FROM CITY OFFICERS.

From City Controller :

FINANCE DEPARTMENT,
CITY OF INDIANAPOLIS.

INDIANAPOLIS, IND., October 18, 1915.

To the Honorable, the President and Members of the Common Council:

GENTLEMEN—I submit herewith letters from the Department of Public Safety, requesting the transfer of \$2,000 from "Horses, Purchase of" to "Repairs to Buildings" in the Fire Department funds, and the transfer of \$1,500 from "Emergency Auto Fund" to "Auto Maintenance and Repairs" in the Police Department funds. Also transfer of \$150 from Dog Pound Maintenance to Scales, Weights and Measures, Incidentals. Also an appropriation of \$541.60 to Scales, Weights and Measures, Salaries. I recommend these transfers and appropriations, and inclose ordinance providing for same.

Respectfully submitted,

J. P. DUNN,
City Controller.

DEPARTMENT OF PUBLIC SAFETY,
OFFICE OF THE BOARD.

INDIANAPOLIS, IND., October 7, 1915.

Mr. Jacob P. Dunn, City Controller, City:

DEAR SIR—We ask you to recommend an ordinance appropriating \$541.60 for salaries in the Weights and Measures Department which was caused by not enough money being appropriated at the time the yearly appropriation was made.

We also recommend the transfer of \$150.00 from the Dog Pound Maintenance to Incidental Fund for the Weights and Measures Department.

Respectfully,
ALBERT GALL.

OFFICE OF
INSPECTOR OF WEIGHTS AND MEASURES.
INDIANAPOLIS, IND., October 6, 1915.

To the Hon. Board of Public Safety:

GENTLEMEN—The salaries for the Weights and Measures Department for the year 1915 are \$6,800.00, as follows:

Inspector Weights and Measures.....	\$1,800.00
Five Deputies at \$1,000.00	5,000.00

The appropriation for the Department for the year 1915 was \$6,258.40, leaving a deficit of \$541.60.

Will you kindly have an ordinance drafted and introduced in the City Council for the required amount needed to meet the payroll for this department for the balance of 1915.

The incidentals are very low, there being a balance of only \$10.36. I have taken the \$150.00 incidental expense up with your Secretary, Mr. Clauer, and he told me at the time that he would take care of it. Kindly give this your immediate attention and oblige,

Very truly yours,
HERMAN F. ADAM,
Inspector of Weights and Measures.

DEPARTMENT OF PUBLIC SAFETY,
OFFICE OF THE BOARD.
INDIANAPOLIS, IND., October 7, 1915.

Mr. Jacob P. Dunn, City Controller, City:

DEAR SIR—We ask you to recommend the transfer of two thousand (\$2,000.00) dollars from the Horse Fund of the Fire Department to the fund for Repairs to Buildings.

We also ask you to recommend the transfer of one thousand five hundred (\$1,500.00) dollars from the Emergency Auto fund to the fund for Auto Maintenance and Repairs of the Police Department.

Respectfully,
ALBERT GALL.

From City Controller:

FINANCE DEPARTMENT,
CITY OF INDIANAPOLIS.

INDIANAPOLIS, IND., October 18, 1915.

To the Honorable, the President and Members of the Common Council:

GENTLEMEN—I hand you herewith letter from the Corporation Counsel requesting an additional appropriation of \$3,500 for judgments, compromises and costs. I recommend the appropriation, and inclose ordinance providing for it.

Respectfully submitted,

J. P. DUNN,
City Controller.

DEPARTMENT OF LAW,
CITY OF INDIANAPOLIS.

INDIANAPOLIS, IND., October 16, 1915.

Hon. Jacob P. Dunn, City Controller, City Hall:

DEAR SIR—July 15 last there was a balance of \$785.16 in the fund of this department for the payment of judgments, compromises and costs.

On July 19 the Common Council, at our request, appropriated to this fund \$2,950, bringing the fund to a total.....\$3,735.16

Since July 15 the department has made the following expenditures:

Services of expert witnesses in Hervey case.....	\$10.00
Compromise personal injury case of Margaret Clark....	50.00
Medical examination of Mattie Crawford in personal injury case	25.00
Judgment of Kate Williams under former administration	2,725.50
Costs in Kate Williams case	219.25
Compromise Agnes Ryan case, personal injury.....	32.50
Compromise John Coll case, personal injury.....	100.00
Compromise Anna Riefeis case, personal injury.....	200.00
Compromise Maud Haynes case, personal injury.....	150.00
Costs in Keeley, Goldman and Hipwell cases.....	39.25
	<u>\$3,551.50</u>

Balance on hand

\$183.66

There are now pending claims against this fund as follows:

Judgment of Susan Wease, June 3, personal injury.....	\$2,250.00
Judgment of Milton Clark, September 23.....	600.00

Total

\$2,850.00

There will be interest and costs in the Wease and Clark cases which I cannot give you exactly at this time, and there should be a small fund on hand at all times for the compromise of minor cases.

In view of all above matters, I have to request you to submit to the Com-

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mon Council an ordinance appropriating \$3,500.00 to this department for the payment of judgments, compromises and costs.

Yours truly,
W. A. PICKENS,
Corporation Counsel.

From City Controller :

FINANCE DEPARTMENT,
CITY OF INDIANAPOLIS.
INDIANAPOLIS, IND., October 18, 1915.

To the Honorable, the President and Members of the Common Council:

GENTLEMEN—I hand you herewith letter from the Department of Public Works requesting appropriations for street repair accounts, and salaries and wages, which reimburse the department for repairs made by the city out of payments by the contractors who were chargeable with them. I recommend these appropriations, and inclose ordinance providing for them.

Respectfully submitted,
J. P. DUNN,
City Controller.

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD.
INDIANAPOLIS, IND., October 18, 1915.

Hon. J. P. Dunn, City Controller, Indianapolis, Indiana:

DEAR SIR—You are requested to recommend to the Common Council the passage of an ordinance appropriating the sum of

\$2,000.00 to Street Repair Asphalt Accounts;
\$4,445.33 to Street Repair Asphalt, Salaries and Wages;
\$2,381.68 to Street Repairs, Permanently Improved (except asphalt) Accounts;
\$1,000.00 to Street Maintenance and Repairs (unimproved) Salaries and Wages—

in accordance with communication from the Street Commissioner, which speaks for itself.

Yours truly,
J. A. RINK,
HUBERT S. RILEY,
GEO. B. GASTON,
Board of Public Works.

DEPARTMENT OF STREETS,
CITY OF INDIANAPOLIS.

INDIANAPOLIS, IND., October 15, 1915.

The Hon. Board of Works, City of Indianapolis:

GENTLEMEN—By agreement with the Dunn & McCarty Construction Co. our Asphalt Department has re-surfaced South Meridian, South Illinois and Merrill Streets.

Total cost for work done and material used amounts to \$4,291.48.

I request that you allow same to asphalt funds as follows:

\$2,000.00 to Street Repairs Asphalt Accounts;
2,291.48 to Street Repairs Salaries and Wages.

Also by agreement with said Dunn & McCarty our department has repaired South Meridian from Union tracks to South Street at a cost of \$1,381.68, which I wish allowed to Street Repairs (Permanent Except Asphalt) Accounts.

There is in the possession of the City Controller for forfeits the following sums:

\$2,097.96 forfeit on Northwestern Avenue from 21st to 32d Streets;
1,314.41 forfeit on Central Avenue from Fall Creek to 34th Street;
741.48 forfeit on North Senate Avenue from 16th to 21st Streets.

Total amounts to \$4,153.85, which I wish you to allow \$1,000.00 to Street Repairs (Permanent improved except asphalt) Accounts, \$2,153.85 to Street Repairs Asphalt Salaries and Wages, \$1,000.00 to Street Maintenance and Repairs (unimproved) Salaries and Wages.

Yours respectfully,

D. J. BUSH,
Street Commissioner.

REPORTS FROM STANDING COMMITTEES.

From the Committee on Finance:

INDIANAPOLIS, IND., October 11, 1915.

To the President and Members of the Common Council of the City of Indianapolis, Ind.:

GENTLEMEN—We, your Committee on Finance, to whom was referred Appropriation Ordinance No. 24, 1915, entitled "An ordinance appropriating \$10,000 to the Department of Public Works for a bridge over Pleasant Run at Villa Avenue, and fixing a time when the same shall take ef-

fect," beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

Respectfully submitted,

JOHN F. CONNOR,
FRANK GRAHAM,
MICHAEL J. SHEA,
W. T. YOUNG,

Mr. Connor moved that the report of the Committee be concurred in. Carried.

INTRODUCTION OF APPROPRIATION ORDINANCES.

By City Controller :

Appropriation Ordinance No. 25, 1915: An ordinance making additional appropriations to the Department of Public Works, and fixing a time when the same shall take effect.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, that there be and is hereby appropriated to the Department of Public Works the following sums:

For Street Repairs, Asphalt, Accounts.....	\$2,000.00
For Street Repairs, Asphalt, Salaries and Wages.....	4,445.33
For Street Repairs, permanently improved except asphalt, Accounts	2,381.68
For Street Maintenance and Repairs, unimproved, Sal- aries and Wages	1,000.00

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

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

By City Controller :

Appropriation Ordinance No. 26, 1915: An ordinance appropriating \$3,500 to the Department of Law for Judgments, Compromises and Costs, and fixing a time when the same shall take effect.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, that there be and is hereby appropriated to the Depart-

ment of Law the sum of \$3,500, in addition to former appropriations, for Judgments, Compromises and Costs.

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

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

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

By City Controller :

General Ordinance No. 52, 1915: An ordinance transferring funds and making appropriations for the Department of Public Safety, and fixing the time when the same shall take effect.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, that there is hereby transferred and reappropriated the following funds of the Department of Public Safety, to wit:

From "Horses, Purchase of," to "Repairs of Buildings," Fire Department, \$2,000.

From "Emergency Automobile" to "Automobiles, Maintenance and Repairs," Police Department, \$1,500.

From Dog Pound "Maintenance" to Scales, Weights and Measures, "Incidentals," \$150.

SECTION 2. There is hereby appropriated to Salaries for Scales, Weights and Measures Department, the sum of \$541.60.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

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

By Mr. Lee :

General Ordinance No. 53, 1915: An ordinance ratifying, confirming and approving the certain contract made and entered into on the 18th day of October, 1915, between the City of Indianapolis and The Indianapolis Hauling Company for the collection, removal and disposal of all city waste in the City of Indianapolis, and fixing the time when the same shall take effect and the period it shall remain in force.

WHEREAS, Heretofore, to wit: On the 4th day of August, 1915, the Indianapolis Hauling Company, by Charles Gemmer, Manager, submitted the lowest proposal to the Board of Public Works of the City of Indian-

apolis, for the collection, removal and disposal of all city waste in the City of Indianapolis as defined in certain specifications adopted by the Board of Public Works on the 14th day of July, 1915; and

WHEREAS, After due consideration by the Board of Public Works, the proposal of said Indianapolis Hauling Company of thirteen thousand (\$13,000.00) dollars per year for the collection, removal and disposal of all city waste, beginning ten days after the approval of the contract by the Common Council and ending on the first day of October, 1918, is accepted; and

WHEREAS, Heretofore, to wit: On the 18th day of October, 1915, the City of Indianapolis, by and through its Board of Public Works, entered into the following contract and agreement with the Indianapolis Hauling Company, a corporation organized and existing under and by virtue of the laws of the State of Indiana, to wit:

CONTRACT.

This agreement, made and entered into on the 18th day of October, 1915, by and between the City of Indianapolis, Marion County, by and through its Board of Public Works, party of the first part, and the Indianapolis Hauling Company, party of the second part;

WITNESSETH, That the party of the first part, under and by virtue of the powers conferred upon it by the act of the General Assembly of the State of Indiana, entitled, "An act concerning municipal corporations, approved March 6, 1905, does hereby agree to pay to the said Indianapolis Hauling Company, party of the second part, the sum of thirteen thousand (\$13,000.00) dollars per annum, for a term beginning ten days after the ratification of the contract by the Common Council and terminating October 1st., 1918, payable in equal quarterly installments of three thousand two hundred fifty (\$3,250.00) dollars on the 1st days of January, April, July and October of each year during said term of contract, except the first payment, which will be made at the rate of thirteen thousand (\$13,000.00) dollars per annum from a time ten (10) days after the ratification of the said contract by the Common Council to December 31, 1915. Whenever, after the contract for the collection, removal and disposal of city waste shall have been in force and effect, there shall be annexed to the City of Indianapolis any additional territory, the Board of Public Works may order and direct the contract to begin and continue to collect such city waste within the annexed territory, according to the terms and conditions of the specifications herein provided for, and the amount of compensation for such additional service shall be determined by agreement between the Board of Public Works and the Contractor, but shall not exceed an amount in proportion that the area of the annexed territory bears to the area of the city before it was annexed.

Which specifications and general stipulations are hereby made a part of this contract, which reads as follows:

GENERAL SPECIFICATIONS.

1. The Contractor shall not assign or transfer the contract or sublet any part of the work embraced in it without the consent of the Board of Public Works.

2. The Contractor shall conform to the directions of the Board of Public Works as to the time in which the city waste be collected, as to the intervals between the collection of the city waste and the mode of doing the same.

3. If any machine or machines intended for use are patented, the bidder must exhibit proof of his right to use the machine or machines in the City

of Indianapolis, and will further be required to execute a bond of indemnity holding the city harmless from any suits for infringement of patent which may arise under the contract.

4. Whenever the Contractor is not present on the work, orders will be given by the Board of Public Works, or its duly authorized agent, to the superintendent or overseers who may have immediate charge thereof, and shall by them be received and strictly obeyed. And if any person employed on the work shall refuse or neglect to obey the directions of the Board of Public Works, or its duly authorized agents, in anything relating to the work, or shall appear to the said Board of Public Works to be incompetent, disorderly or unfaithful, he shall, upon the orders of said Board of Public Works, be at once discharged and not again employed on any part of the work.

5. The Contractor shall be required to observe all city ordinances relating to the obstructing of streets, keeping open passageways and protecting the same where exposed, and maintaining signals and generally to obey all the laws and ordinances; and said Contractor shall agree to indemnify and save harmless the City of Indianapolis from all suits and actions of every kind and description brought against the city for or on account of any injuries or damages received or sustained by any party of parties, or by or from the Contractor, his servants or agents, in the fulfillment of the contract; and it shall be further agreed that so much of the money due to the Contractor under and by virtue of the contract as shall be considered necessary by the Board of Public Works may be retained until all suits or claims for damages as aforesaid shall have been settled and evidence to that effect furnished to the satisfaction of said Board of Public Works.

6. To prevent all disputes and litigation it shall be further agreed that the Board of Public Works shall in all cases determine the amount or quantity of the work which is to be paid for under the contract, and it shall decide all questions which may arise relative to the execution of the contract on the part of the Contractor, and its estimates and decisions shall be final and conclusive.

7. Nothing in these specifications shall be construed as a waiver or surrender by the city of any of its police powers, or of the right of the Common Council, at any time hereafter, to pass necessary and reasonable police ordinances, or of the Board of Public Health and Charities to adopt necessary and reasonable rules or regulations in the interest of public health and welfare in relation to any of the matters contained in these specifications, or in any contract based upon these specifications.

DETAIL SPECIFICATIONS FOR THE COLLECTION, REMOVAL AND DISPOSAL OF CITY WASTE.

1. The Contractor shall collect, remove and dispose of all city waste accumulating within the present corporate limits of the City of Indianapolis, and in any extensions thereof, when ordered by the Board of Public Works.

2. The words "city waste" used in Paragraph No. 1, and wherever used herein, shall be taken to mean the refuse accumulating on property occupied by residences and flat buildings used exclusively for residence purposes, and also all institutions and surrounding premises belonging to the City of Indianapolis other than school houses and such other property belonging to the school city, such refuse being grass, weeds, leaves, tree trimmings, dead trees, bushes, vines, flowers, worn-out furniture, worn-out household furnishings, excelsior, household rubbish, and all household ref-

use except such refuse as is disposed of under contract for the Collection, Delivery and Disposal of Garbage and Dead Animals, and for the Disposal of Night Soil, and the contract for the Collection, Removal and Disposal of Ashes and Sweepings.

"Garbage" as defined in said contract is taken to mean all organic household waste, offal, animal and vegetable matter, such as has been prepared for or intended to be used as food, or shall have arisen in the preparation of food.

"Ashes" as defined in said contract, is taken to mean the unconsumed residue from all material used as fuel in other than steam, hot water, or power plants, and taken from stoves, furnaces, or fireplaces in dwellings, flat buildings, and public buildings, and institutions belonging to the City of Indianapolis, other than school houses and other property of the school city, wherever the same may be found.

The word "sweepings" as defined in said contracts shall be taken to mean all sweepings, including paper, cans, bottle, wall-paper, fabrics, shoes, discarded tinware, iron and other similar material from said residences and flat-buildings wherever found.

3. All city waste shall be collected from the above mentioned places in the city, once each week during the existence of this contract.

4. The term or period of the contract shall be for a period beginning with the date of the contract entered into by the successful bidder with the Board of Public Works and terminating October 1, 1918.

5. The Board of Public Works reserves the right to grant permission to any person, persons, firm or corporation to remove his or their own waste, provided they are delivered and removed to such point as may be agreed upon by the Contractor, the Board of Public Works and the Board of Public Health and Charities, and in the manner provided for in these specifications.

6. The Contractor for the collection, removal and disposal of any city waste in this contract to be made, shall for said purpose, provide himself with wagons or other vehicles and equipment so constructed as to prevent the contents thereof from escaping or being blown about. All wagons, vehicles and other equipment shall be subject to the approval of the Board of Public Works. All vehicles carrying such city waste shall have on both sides thereof the words "City Waste-City Contractor" painted thereon, and the number of the vehicle. A record of the number of wagons or other vehicles shall be registered in the office of the Board of Public Works. All equipment for the collection and removal of city waste shall always be maintained in a first-class condition. The Contractor before beginning to collect under this contract, shall divide the city into districts and shall deliver to the Board of Public Works, a list of boundaries of each district and the day of the week on which he plans to make collections. The Board of Public Works may from time to time, make such changes, alterations and additions thereto as may in the judgment of said Board of Public Works, be necessary to insure the efficiency and thoroughness of such collections. Nothing in this provision shall be construed to mean that the Contractor shall not at all times furnish good and sufficient equipment to collect, remove and dispose of all city waste as hereinbefore provided. The Contractor shall not be permitted to depart from the schedule after determining the time for the collections of city waste except by obtaining the written consent of the Board of Public Works. It is the intention of the Board of Public Works to see that the collections from residence and flat buildings in each district shall be made on certain days and as nearly the same hour of the day as possible.

7. The Contractor shall furnish each householder with a printed list of

the day of the week on which he will make collections, stating in such list the time of the day when such collections shall be made. Should there be any change in the days for making these collections, with the consent of the Board of Public Works, then the property owners shall again be notified of such change.

8. At the time of submitting the contract to the Common Council for approval, an ordinance will be introduced to compel resident householders, tenants, boarding-house keepers, and all parties or persons occupying dwellings and flats within the City of Indianapolis, to provide or cause to be provided, and at all time to keep or cause to be kept, or provided, portable covered vessels for holding such waste as can be placed in receptacles, the construction of said vessels to be described as follows: Vessels to be provided with handles on the outside and to be of such size as can be easily handled by two men. The vessels shall be kept within the property line in the rear or front of the house, or in the passageway most accessible to be collected, and in no case to be placed upon the street, alley or sidewalk, or other public place. The capacity of such vessels shall be at least one (1) bushel. This ordinance shall provide that the vessel shall be accessible to the collector when called for, and shall be returned by him to such place or places without unnecessary delay, and no person except such person authorized shall in no manner interfere with such vessel and the contents thereof. The ordinance shall also provide that trees shall be cut in such lengths as will be convenient for two men to handle and deposited in a convenient place for collection as hereinbefore provided, together with all furniture, household furnishings and other refuse too large to be placed in receptacles.

9. Upon complaint or complaints having been made of a failure on the part of the Contractor to properly collect or dispose of such waste within the city or any extension thereof when directed by the Board of Public Works so to do, or any violation of these specifications, the Board of Public Works will investigate such complaint or complaints, and if in its judgment, such failure to collect or dispose of said waste is solely the fault of the Contractor, the Board may, upon the next succeeding allowance made to the Contractor for the work done, deduct a sum not less than two (\$2.00) dollars and not exceeding five (\$5.00) dollars for each and every violation so reported, and the Contractor will be required to relinquish all right, title and interest in and to such amount deducted.

10. The Board of Public Works will investigate all complaints made of failures on the part of householders to comply with any ordinance as above outlined requiring the placing of vessels for emptying by the Contractor, and will prosecute all offenders under such provisions.

11. The Contractor shall dispose of the city waste collected in a manner satisfactory to the Board of Public Works and the Board of Public Health and Charities. It shall be so disposed as in no way to create a nuisance and shall not be dumped or placed on any lot within the city without the consent of the Board of Public Works.

12. The Contractor shall provide himself with an office conveniently located, which shall be furnished with a telephone, and a clerk shall be regularly employed to answer all complaints made and to promptly dispose of the same.

13. The Board of Public Works shall be the exclusive judge as to whether the terms of the contract are being complied with. Upon written notice being served on the Contractor for failure to comply with the terms of his contract, the Board shall call upon the sureties of the bond to carry out the provisions of this contract to the satisfaction of the Board

of Public Works, and on the failure so to do after written notice by the Board of Public Works of ten (10) days, the city by and through its Board of Public Works shall have the right to declare the contract null and void and to relet the work or any part thereof, and such annulment shall not entitle the Contractor to any claim for damages on account thereof, nor shall it affect the right of the city to recover damages which may arise from such failure; or, instead, the Board of Public Works shall have the power to provide for the collection, removal and disposal of such city waste as it may deem best for the interest of the city. The cost of such collection and disposal shall be paid from any sum from which said Contractor would have been entitled had he completed the contract, and when that sum shall be exhausted, then same shall be paid out of any money which shall be appropriated for such purpose by the Common Council until the term for which the contract was originally made shall have expired, and the City of Indianapolis shall be entitled to maintain a suit or suits in any court of competent jurisdiction against said Contractor and his surety to recover the money so appropriated, expended and paid out, in any such suit or suits, and the amount of the city's recovery shall be such sum as it was compelled to expend in order to procure the collection, removal and disposal of said city waste which the Contractor should have removed and disposed of under the contract.

14. The Contractor shall pay any judgment or judgments which may be taken against said city, either alone or jointly against said Contractor, on account of any injury or damage to persons or property by reason of the carrying out of the contract; *Provided*, That if said city is sued along for such damages or injury, due notice to the Contractor to appear and defend said action shall be given.

15. A proper contract to the approval of the Board of Public Works shall be entered into, and all the terms and conditions of said contract and specifications shall be binding upon the parties, their successors and assigns.

16. The Board of Public Works, subject to the terms and conditions of the contract, shall make and allow quarterly payments of the amount due thereof at the end of each quarter of the fiscal year, and the sum allowed shall thereupon be due and payable to the Contractor, and said Board shall issue to the Contractor a proper voucher therefor.

17. The Contractor shall give to the residents of said city and county preference in the employment of all labor necessary in performing the contract, and failing to do so shall forfeit to said city the sum of five (\$5.00) dollars for each failure to observe this stipulation.

18. The Contractor shall report to the Board of Public Works at the end of each month the amount of waste collected and the number of wagons of material disposed of.

19. The Contractor shall be required to haul, so far as possible, all waste collected, through the alleys in the city, not making use of the prominent business or residence streets, and subject to the control and supervision of the Board of Public Works.

20. Whenever, after the contract for the collection, removal and disposal of such city waste shall have been in force and effect, there shall be annexed to the City of Indianapolis any additional territory, the Board of Public Works may order and direct the Contractor to begin and continue to collect such city waste within the annexed territory, according to the terms and conditions of the specifications hereinbefore provided, and the amount of compensation for such additional service shall be determined by agreement between the Board of Public Works and the Contractor,

but shall not exceed an amount in proportion that the area of the annexed territory bears to the area of the city before it was annexed.

21. The Contractor shall furnish bond in the sum of fifty (50) per cent of the total amount of the contract for the life of the contract. Such bond shall be executed by a responsible surety company satisfactory to the Board of Public Works.

22. The Contractor shall agree to furnish all equipment, vehicles and other equipment contemplated in these specifications within thirty (30) days after the contract shall have been approved by the Common Council of the City of Indianapolis.

23. The contract shall be in force and effect for a period beginning with the date of approval of the contract by the Common Council and ending October 1, 1918.

24. It is understood and agreed that this contract shall not be deemed in force until the ratification of the same by the Common Council.

INSTRUCTIONS TO BIDDERS.

1. Bids will be received by the Board of Public Works of the City of Indianapolis, at its office, until the hour of 10 o'clock A. M. on the 4th day of August, 1915, for the collection, removal and disposal of all city waste, as hereinafter defined, according to the specifications, general and detail therefor, on file in the office of the Board and adopted on the 14th day of July, 1915.

2. Bidders shall state a price in lump sum per year for the collection of city waste, for the period from the date of the contract to October 1, 1918. Proposals must be signed by bidder submitting them, with their signatures in full. Any one signing a proposal as agent or as officer of a company or corporation must file with it the legal evidence of his authority to do so.

3. The Board of Public Works reserves the right, prior to awarding the contract, to require the names of all persons connected with the bidder, that it may determine the reliability and standing of all such person or persons and his or their plans for collecting, removal and disposal of the city waste, and their ability to conform to the requirements of the specifications and proposed contract.

Should the successful bidder not be incorporated at the time the contract is awarded, such bidder may, before such contract is entered into, incorporate under the laws of the State of Indiana for the purposes herein contemplated.

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

5. All prices must be written in words and figures.

6. Each bidder shall furnish with his bid a certified check on some reputable bank doing business in the City of Indianapolis, made payable to the order of the Board of Public Works, in the amount of twenty-five

hundred dollars (\$2,500.00), which sum shall be forfeited to the City of Indianapolis as liquidated damages in case the bidder submitting the same shall be awarded the contract and shall not execute the contract and bond within ten (10) days after the acceptance of the bid. No bid will be considered by the Board of Public Works which is not accompanied by such certified check.

7. In case the contract be not awarded to a bidder or be not approved by the ordinance of the Common Council within sixty (60) days after the approval of said contract by the Board of Public Works, or if the contract be awarded and approved and the contract and bond duly executed, said certified check shall be returned to the bidder on request or demand.

8. Proposals must be in sealed envelopes, addressed to the Board of Public Works of the City of Indianapolis, Indiana, and endorsed "Proposals for the Collection, Removal and Disposal of City Waste in the City of Indianapolis, Indiana." Such proposal must be on the form of bidding sheet furnished by the Clerk of the Board of Public Works.

10. The Board of Works reserves the right to reject any or all bids.

Adopted this 14th day of July, 1915.

J. A. RINK,
HUBERT S. RILEY,
GEO. B. GASTON,

It is further agreed that the party of the second part shall file a bond in the sum of twenty thousand (\$20,000.00) dollars to be approved by the Board of Public Works, payable to the City of Indianapolis, upon the condition that the said party of the second part, its successors or assigns, shall, at all times, faithfully discharge the requirements of this contract, and comply with all of its terms and provisions. Said bond shall be so filed and approved before the taking effect of this contract.

It is further agreed that in case the party of the second part, its successors or assigns, shall violate any of the terms, conditions or obligations herein contained, then, and in that event, the Board of Public Works of the City of Indianapolis may at its option, cancel this contract, and the same shall become null and void; and in such event a right of action for a breach of the contract shall immediately accrue upon the bond of said party of the second part, and the amount mentioned in said bond shall be deemed due the City of Indianapolis, Indiana, as liquidated damages for violation of the terms of this contract, and the City of Indianapolis shall be entitled to judgment upon said bond for the full amount thereof.

It is further agreed by the party of the second part that it will accept from said party of the first part, the same sum of thirteen thousand (\$13,000.00) dollars per annum, with such additional amounts as may become due for additional work covered by added territory as defined in specifications, for the term of this contract, beginning ten days after the ratification of same by the Common Council and ending October 1, 1918, in full for said collection, removal and disposal of city waste as defined and stipulated in said specifications, above set out.

To each and all of the terms, provisions and conditions of this contract, the City of Indianapolis, party of the first part, by and through its Board of Public Works, and the Indianapolis Hauling Company, party of

the second part, do fully agree and bind themselves, their successors and assigns.

IN TESTIMONY WHEREOF, We have hereunto set our hands and seals, in duplicate, on this 18th day of October, 1915.

CITY OF INDIANAPOLIS:

By J. A. RINK,
HUBERT S. RILEY,
GEO. B. GASTON,
Board of Public Works.

INDIANAPOLIS HAULING COMPANY:

By JAMES R. HENRY,
President.

Attest:

CHARLES GEMMER,
Secretary.

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

ORDINANCE APPROVING CONTRACT. 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the foregoing contract and agreement, made and entered into on the 18th day of October, 1915, by the City of Indianapolis by and through its Board of Public Works, and the Indianapolis Hauling Company, be, and the same is hereby in all things ratified, confirmed and approved and the same shall immediately become effective and go into full force ten days after the ratification by the Common Council.

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

ORDINANCES ON SECOND READING.

Mr. Connor called for Appropriation Ordinance No. 24, 1915, for second reading. It was read a second time.

Mr. Connor moved that Appropriation Ordinance No. 24, 1915, be ordered engrossed, read a third time and placed upon its passage. Carried.

Appropriation Ordinance No. 24, 1915, was read a third time and passed by the following vote :

Ayes, 9, viz.: Messrs. Barry, Young, McGuff, Miller, Porter, Connor, Graham, Shea and President Thomas C. Lee.

Mr. Connor called for General Ordinance No. 51, 1915, for second reading. It was read a second time.

Mr. Connor moved that General Ordinance No. 51, 1915, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 51, 1915, was read a third time and failed to pass by the following vote :

Ayes, 4, viz.: Messrs. Barry, Connor, Shea and President Lee.

Noes, 5, viz.: Messrs. Young, McGuff, Miller, Porter and Graham.

Mr. Barry reported that Thomas W. Palmer will furnish a map of the City of Indianapolis for use in the Council Chamber.

On motion of Mr. Porter, the Common Council, at 8:05 o'clock P. M., adjourned.

Thomas C. Lee
President.

ATTEST :

Thomas A. Riley
City Clerk.

