

REGULAR MEETING

MONDAY, September 17, 1934

The Common Council of the City of Indianapolis met in the Council Chamber at City Hall, Monday, September 17, 1934, at 7:30 p. m., in regular session. President Ernest C. Ropkey in the chair.

The Clerk called the roll.

Present: Ernest C. Ropkey, President, and four members, viz: Fred C. Gardner, Carl A. Hildebrand, James A. Houck, Clarence I. Wheatley.

Absent: George A. Henry, Charles A. Morgan, Maurice E. Tennant, Leo F. Welch.

On motion of Mr. Houck, seconded by Mr. Wheatley, the reading of the Journal for the previous meeting was dispensed with.

COMMUNICATIONS FROM THE MAYOR

September
4th, 1934

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

Indianapolis, Ind.

Gentlemen:

I have, this day, approved with my signature and delivered to Henry O. Goett, City Clerk, the following ordinances:

APPROPRIATION ORDINANCE No. 30, 1934

AN ORDINANCE appropriating to the Street Commissioner's Department Special Street Fund to be derived from Gasoline, etc., Tax, Item 2—Materials, Fund No. 43—Paved Streets and Alleys Materials, the sum of Five Thousand Dollars (\$5,000.00) from the anticipated, unappropriated and unexpended moneys to be derived from Gasoline, etc., Tax for the year 1934.

GENERAL ORDINANCE No. 53, 1934

AN ORDINANCE transferring moneys from certain num-

bered and designated funds of the Board of Sanitary Commissioners of Indianapolis, and reappropriating the same to other numbered funds and fixing a time when the same shall take effect.

GENERAL ORDINANCE No. 54, 1934

AN ORDINANCE transferring moneys from certain funds and reappropriating the same to other numbered funds, and fixing a time when the same shall take effect.

GENERAL ORDINANCE No. 55, 1934

AN ORDINANCE transferring moneys from certain funds and reappropriating the same to other numbered funds, and fixing a time when the same shall take effect.

GENERAL ORDINANCE No. 56, 1934

AN ORDINANCE establishing the annual budget of the City of Indianapolis, Indiana, for the fiscal year beginning January 1, 1935, and ending December 31, 1935, appropriating moneys for the purpose of defraying the expenses and all outstanding claims and obligations of the several departments and officials of the city government; and fixing and establishing the annual rate of taxation and tax levy for the year 1934 for each fund for which a special tax levy is authorized, and fixing a time when this ordinance shall take effect.

Respectfully,

REGINALD H. SULLIVAN,
Mayor.

COMMUNICATIONS FROM CITY OFFICIALS

September 17, 1934

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

Gentlemen:

Attached please find copies of Appropriation Ordinance No. 32, 1934, appropriating an unexpended and unappropriated sum of Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00) now in the Board of Health General Fund to City Hospital General Fund No.

721—Furniture and Fixtures.

I respectfully recommend the passage of this ordinance.

Yours very truly,

EVANS WOOLLEN, Jr.
City Controller.

September 17, 1934

To the Honorable President and
Members of the Common Council
of the City of Indianapolis.

Gentlemen:

Attached please find copies of Appropriation Ordinance No. 33, 1934, appropriating the sum of Six Hundred Thirty-six Dollars and Fifty-three Cents (\$636.53) from the unappropriated and unexpended balance of the year 1933 of the Gasoline Tax Fund of the Department of Public Parks, to the Gasoline Tax Fund of the Department of Public Parks for the year 1934, Item 12—Salary and Wages, Temporary.

I respectfully recommend the passage of this ordinance.

Yours very truly,

EVANS WOOLLEN, Jr.
City Controller.

September 17, 1934

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

Gentlemen:

Attached please find copies of Appropriation Ordinance No. 34, 1934, appropriating the sum of Four Hundred Seventy-five Dollars (\$475.00) from the anticipated and unappropriated balance of the year 1934 of the Board of Public Safety Dog Pound Fund as follows:

Fifty Dollars (\$50.00) to Fund No. 32—Fuel and Ice.

One Hundred Fifty Dollars (\$150.00) to Fund No. 33—Garage and Motor.

One Hundred Fifty Dollars (\$150.00) to Fund No. 34—Institutional and Medical.

One Hundred Dollars (\$100.00) to Fund No. 38—General Supplies.
Twenty-five Dollars (\$25.00) to Fund No. 41—Building.

I respectfully recommend the passage of this ordinance.

Yours very truly,

EVANS WOOLLEN, Jr.,
City Controller.

September 17, 1934

To the Honorable President and
Members of the Common Council
of the City of Indianapolis.

Gentlemen:

At the request of the Federal Emergency Administration of Public Works, the City Plan Commission submits herewith 15 copies of General Ordinance No. 61, 1934, amending the General Zoning Ordinance.

This ordinance changes the zoning in the area bounded by Indiana Avenue, North Street, Blake Street and Locke Street, which is the area being acquired for the purpose of erecting thereon the community housing project sponsored by the above administration.

The City Plan Commission respectfully recommends the passage of said ordinance.

Very truly yours,

H. B. STEEG,
Secretary-Engineer,
CITY PLAN COMMISSION.

September 17, 1934

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

Gentlemen:

Attached please find copies of General Ordinance No. 62, 1934, transferring the sum of Fourteen Thousand and Thirty-five Dollars

(\$14,035.00) now in certain numbered funds of the Department of Public Health and Charities, and reappropriating the same to other numbered funds in said department.

I respectfully recommend the passage of this ordinance.

Yours very truly,

EVANS WOOLLEN, Jr.
City Controller.

September 17, 1934

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

Gentlemen:

Attached please find copies of General Ordinance No. 63, 1934, transferring the sum of Fifty Dollars (\$50.00) from Fund No. 24—Printing and Advertising, Board of Public Safety budget and reappropriating the said amount to Fund No. 36—Office Supplies, Board of Public Safety.

Also transferring the sum of Fifty Dollars (\$50.00) from Department of Law Fund No. 24—Printing and Advertising to Department of Law Fund No. 55—Subscription and Dues.

I respectfully recommend the passage of this ordinance.

Yours very truly,

EVANS WOOLLEN, Jr.
City Controller.

September 17, 1934

To the Honorable President and
Members of the Common Council
of the City of Indianapolis.

Gentlemen:

Attached hereto are 15 copies of Special Ordinance No. 2, 1934, changing the names of certain streets in the City of Indianapolis.

The City Plan Commission respectfully recommends the passage of said ordinance.

Yours very truly,

H. B. STEEG,
Secretary-Engineer,
CITY PLAN COMMISSION.

September 12, 1934

Mr. Henry Goett,
City Clerk,

City of Indianapolis, Indiana.

Dear Sir:

I am handing you herewith fifteen copies of a special ordinance No. 3, 1934, confirming and approving the acceptance by the City of Indianapolis of a proposed gift of funds from the Indianapolis Flower Mission and the proposed gift of funds from the United States of America, all of said funds to be used for the purpose of constructing and erection of a tuberculosis hospital as a unit of the City Hospital in the City of Indianapolis.

The Board of Health of the City of Indianapolis requests you to present this ordinance to the City Council of the City of Indianapolis for passage.

Very respectfully yours,

(Signed) H. G. MORGAN.

Mr. Wheatley asked for a recess. The motion was seconded by Mr. Houck, and the Council recessed at 7:45 P. M.

The Council reconvened from its recess at 7:50 P. M. with the same members present as before.

COMMITTEE REPORTS

Indianapolis, Ind., September 17, 1934

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

Gentlemen:

We, your Committee on Finance to whom was referred Appropriation Ordinance No. 31, 1934, entitled Appropriating \$1,600 from balance of Airport Revenues to various specified funds beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

J. A. HOUCK, Chairman.

F. C. GARDNER.

C. I. WHEATLEY.

Indianapolis, Ind., September 17, 1934

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

Gentlemen:

We, your Committee on Finance to whom was referred General Ordinance No. 57, 1934, entitled Transfer of Funds from Municipal Garage Fund No. 11 to Municipal Garage Fund No. 12 beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

J. A. HOUCK, Chairman.
F. C. GARDNER.
C. I. WHEATLEY.

Indianapolis, Ind., September 17, 1934

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

Gentlemen:

We, your Committee on Finance to whom was referred General Ordinance No. 58, 1934, entitled Authorizing Purchase of 6 New Police Squad Cars at \$7,562.56 beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

J. A. HOUCK, Chairman.
F. C. GARDNER.
C. I. WHEATLEY.

Indianapolis, Ind., September 17, 1934

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

Gentlemen:

We, your Committee on Finance to whom was referred General Ordinance No. 60, 1934, entitled Ratifying Contract for Police and Fire Protection for Town of Woodruff Place beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

J. A. HOUCK, Chairman.
F. C. GARDNER.
C. I. WHEATLEY.

INTRODUCTION OF APPROPRIATION ORDINANCES

By City Controller:

APPROPRIATION ORDINANCE No. 32, 1934

AN ORDINANCE appropriating an unexpended and heretofore unappropriated sum of Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00) now in the Board of Health General Fund to City Hospital General Fund No. 721, Furniture and Fixtures, and fixing a time when the same shall take effect.

WHEREAS, the Board of Health of the City of Indianapolis, Indiana, by its Resolution No. -----, 1934, duly adopted by said board at a regular meeting held on the 11th day of September, 1934, authorized the following appropriation of funds of said department, received by gift, and now unexpended and heretofore unappropriated.

NOW, THEREFORE,

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

Section 1. That the sum of Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00) received by gift, unexpended and heretofore unappropriated and now in the Board of Health General Fund be and the same is hereby appropriated and transferred to the City Hospital General Fund No. 721 for Furniture and Fixtures.

Section 2. This ordinance shall be in full force and effect from and after its publication, passage and approval by the Mayor.

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

By City Controller:

APPROPRIATION ORDINANCE No. 33, 1934

AN ORDINANCE appropriating the unappropriated and unexpended balance in the Gasoline Tax Fund of the Department of Public Parks for the year 1933 to the Gasoline Tax Fund of the Department of Public Parks for the year 1934, Item 12—Salaries and Wages, Temporary, 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 there be and there is hereby appropriated the unappropriated and unexpended balance in the Gasoline Tax Fund of the Department of Public Parks for the year 1933 the sum of Six Hundred Thirty-six Dollars and Fifty-three Cents (\$636.53) to the Gasoline Tax Fund of the Department of Public Parks for the year 1934, Item 12—Salaries and Wages, Temporary.

Section 2. This ordinance shall be in full force and effect from and after its passage, approval by the Mayor and publication according to law.

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

By City Controller:

APPROPRIATION ORDINANCE No. 34, 1934

AN ORDINANCE appropriating certain sums out of the anticipated unappropriated and unexpended balance in the General Fund for the year 1934 to the Department of Public Safety, Dog Pound Budget, and fixing a time when the same shall take effect.

WHEREAS, the several funds of the Dog Pound Budget in the Department of Public Safety are almost depleted and will soon be overdrawn unless reimbursed; and

WHEREAS, during the current year, upto and including the 13th day of September, Dr. Elizabeth Conger, superintendent of said dog pound, has turned in to the General Fund of the City of Indianapolis the sum of Seven Hundred One Dollars (\$701.00) derived from the sale of unclaimed dogs; NOW, THEREFORE,

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

Section 1. That there be and there is hereby appropriated out of the anticipated unappropriated and unexpended balance in the General Fund for the year 1934, to the Dog Pound Budget in the Department of Public Safety, the total sum of Four Hundred Seventy-five Dollars (\$475.00) to the following specified funds in the amounts designated, to-wit:

- \$ 50.00 to Fund No. 32—Fuel and Ice.
- 150.00 to Fund No. 33—Garage and Motor.
- 150.00 to Fund No. 34—Institutional and Medical.
- 100.00 to Fund No. 38—General Supplies.
- 25.00 to Fund No. 41—Building.

Section 2. This ordinance shall be in full force from and after its passage, approval by the Mayor and publication according to law.

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

INTRODUCTION OF GENERAL ORDINANCES

By City Plan:

GENERAL ORDINANCE No. 61, 1934

AN ORDINANCE to amend General Ordinance No. 114, 1922, as amended, commonly known as the Zoning Ordinance, 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 U3 or business district, the A5 or 600 square foot area district and the H2 or 80 foot height district, be and the same are hereby amended, supplemented and extended so as to include the following described property, to-wit:

Beginning at the intersection of the east property line of Locke Street and the southwest property line of Indiana Ave., as now located in the City of Indianapolis, Indiana; thence in a southeastwardly direction on and along the southwest property line of Indiana Ave., to its intersection with the west property line of Blake Street; thence south on and along the west property line of Blake Street to its intersection with the north property line of North Street; thence west on and along the north property line of North Street to its intersection with the east property line of the first alley west of Agnes Street; thence north on and along the east property line of said alley and said east property line extended north to its intersection with the north property line of Walnut Street; thence east on and along the north property line of Walnut Street to its intersection with the east property line of Locke Street; thence north on and along the east property line of Locke Street to its intersection with the southwest property line of Indiana Avenue, the point or place of beginning.

Section 2. This ordinance shall be in full force and effect from and after its passage, approval by the Mayor and publication according to law.

which was read the first time and referred to the Committee on Public Parks.

By City Controller :

GENERAL ORDINANCE No. 62, 1934

AN ORDINANCE transferring certain amounts from certain numbered funds of the Department of Public Health and Charities and reappropriating the same to other numbered funds in said Department 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 following specified sums now in the various designated funds in the budget of the Department of Public Health and Charities for the City Hospital, to-wit:

FROM	FUND No.	AMOUNT
C. H. Gen., 216—Traveling Expense	-----	\$ 50.00
C. H. Gen., 221—Electric Current	-----	100.00
C. H. Gen., 224—Water	-----	100.00
C. H. Gen., 251—Repair of Building	-----	700.00
C. H. Gen., 311—Bakery Products	-----	50.00
C. H. Gen., 313—Canned Goods	-----	250.00
C. H. Gen., 314—Fresh Fruits and Vegetables	-----	100.00
C. H. Gen., 315—Meats, Poultry and Fish	-----	400.00
C. H. Gen., 316—Milk, Cream and Ice Cream	-----	50.00
C. H. Lab., 344—Other Institutional & Medical Sup.	---	100.00
C. H. Lab., 252—Repairs of Equipment	-----	100.00
C. H. Ldry., 451—Parts of Equipment	-----	100.00
C. H. X-Ray, 726—Other Equipment	-----	50.00
C. H. Gar., 333—Oil	-----	100.00
C. H. Gar., 334—Other Garage and Motor Supplies	---	150.00
C. H. Gar., 724—Motor	-----	435.00
C. H. X-Ray 11—Salary and Wages, Regular	----	410.00
C. H. Tr. S. 11—Salary and Wages, Regular	-----	3,560.00
C. H. P. P., 11—Salary and Wages, Regular	-----	200.00
C. H. Ldry., 11—Salary and Wages, Regular	-----	560.00
C. H. Lab., 11—Salary and Wages, Regular	-----	650.00
C. H. M. & R. 11—Salary and Wages, Regular	----	750.00
C. H. Dietary, 11—Salary and Wages, Regular	----	2,050.00
C. H. H. K., 11—Salary and Wages, Regular	-----	310.00
C. H. Soc. S., 11—Salary and Wages, Regular	----	360.00
C. H. Phy. T., 11—Salary and Wages, Regular	----	100.00
C. H. Offices, 11—Salary and Wages, Regular	----	400.00

C. H. Doctors, 11—Salary and Wages, Regular	----	950.00
C. H. Garage, 11—Salary and Wages, Regular	----	100.00
C. H., Disp., 11—Salary and Wages, Regular	-----	600.00

\$14,035.00

be and the same are hereby transferred therefrom and reappropriated to the following designated funds in the budget of the Department of Public Health and Charities for the City Hospital in the amounts specified, to-wit:

TO	FUND No.	AMOUNT
C. H. Gen.,	36—Office Supplies	-----\$ 700.00
C. H. Gen.,	214—Telephone and Telegraph	----- 300.00
C. H. Gen.,	41—Building Material	----- 750.00
C. H. Gen.,	242—Printing	----- 50.00
C. H. Lab.,	723—Live Stock	----- 100.00
C. H. X-Ray	451—Parts of Equipment	----- 100.00
C. H. Gar.,	45—Parts of Equipment	----- 300.00
C. H. Gen.,	51—Insurance	----- 150.00
C. H. Gar.,	252—Rep. of Equipment	----- 100.00
C. H. Gar.,	331—Gasoline	----- 485.00
C. H. Gen.,	343—Medical	----- 5,750.00
C. H. Gen.,	343—Surgical	----- 5,250.00

\$14,035.00

Section 2. This ordinance shall be in full force and effect from and after its passage, approval by the Mayor and publication according to law.

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

By City Controller :

GENERAL ORDINANCE No. 63, 1934

AN ORDINANCE transferring moneys from certain funds and reappropriating the same to other designated funds, 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 sum of Fifty Dollars (\$50.00), now in Department of Public Safety Fund No. 24—Printing and Advertising, be and the same is hereby transferred therefrom and reappro-

riated to Department of Public Safety Fund No. 36—Office Supplies.

Section 2. That the sum of Fifty Dollars (\$50.00) now in Department of Law Fund No. 24—Printing and Advertising, be and the same is hereby transferred therefrom and reappropriated to Department of Law Fund No. 55—Subscriptions and Dues.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval by the Mayor and publication according to law.

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

INTRODUCTION OF SPECIAL ORDINANCES

By City Plan :

SPECIAL ORDINANCE No. 2, 1934

AN ORDINANCE changing the names of certain streets in the City of Indianapolis 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 name of Daisy Street from the north property line of Bluff Road to the south property line of Raymond Street is hereby changed to and shall hereafter be known as West Street.

Section 2. That the name of Cornell Avenue from the north property line of 23rd Street to the south property line of 30th Street is hereby changed to and shall hereafter be known as Winthrop Avenue.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval by the Mayor and publication according to law.

which was read the first time and referred to the Committee on Public Parks.

By Board of Health :

SPECIAL ORDINANCE No. 3, 1934

AN ORDINANCE authorizing and approving the acceptance of the

proposed gift to the City of Indianapolis, Indiana by the Indianapolis Flower Mission and the proposed grant to be made by the United States of America to said City for the purpose of constructing and equipping a public tuberculosis hospital, approving the terms and conditions of said proposed gift and grant, and fixing a time when said ordinance shall take effect.

WHEREAS, there is in the City of Indianapolis, an urgent need for public hospital facilities for the care and treatment of persons suffering from advanced cases of tuberculosis, and

WHEREAS, the United States of America has approved a grant to the City of Indianapolis of a sufficient amount to pay thirty per centum of the cost of the labor and material necessary for the construction of such a hospital subject to the terms and conditions of a certain Grant Agreement which has been submitted to said City which Grant Agreement is as follows:

GRANT AGREEMENT, dated as of _____1934.

between the City of Indianapolis, (Marion County, Indiana). (herein called the "First Party"), and the United States of America (herein called the "Second Party").

WHEREAS, the Second Party, acting in conformity with Title 11, National Industrial Recovery Act, (herein called the "Act"), approved June 16, 1933, is authorized and empowered to grant to any state, municipality or other public body not in excess of 30 per centum of the cost of the labor and materials employed upon any public works project of any such State, municipality or other public body when such project has been included in the comprehensive program prepared pursuant to Section 202 of the Act; and

WHEREAS, the First Party has duly filed with Second Party an application (Docket Number 8,436) for a Grant to aid in financing the construction of a hospital building (herein called the "Project"), to be owned and controlled by the First Party; and

WHEREAS, the First Party has represented that it (a) has full power to and will undertake and complete the Project; (b) will provide from lawful sources, funds, which, together with the amount to be represented by the Grant, will be sufficient to pay all costs thereof; and (c) will apply such Grant solely to the cost of constructing the Project, and

WHEREAS, with a view to increasing employment quickly, and to aid said First Party in financing the Project, upon the fore-

going representations, said Project has been included in said comprehensive program:

NOW THEREFORE, THE FIRST PARTY AND THE SECOND PARTY HEREBY AGREE:

PART ONE.

PROCEDURE AND GENERAL PROVISIONS

1. AMOUNT, USE AND PURPOSE. Subject to the terms and conditions set forth below, the Second Party will grant to the First Party an amount not to exceed 30 per centum of the cost of the labor and materials employed upon the Project, (such amount being herein called the "Grant"), but in no event to exceed in the aggregate \$38,500. The First Party will accept the Grant, and will construct the Project in accordance with plans and specifications submitted to and approved by the Second Party, all pursuant to Title 11 of the Act, the rules and regulations adopted by the Second Party relative thereto, and the Constitution and Statutes of the State of Indiana.
2. THE PROJECT. The Project (more fully described in the application of the First Party,) to aid in the financing of which the Grant will be made, is substantially as follows: Construction of a two-story and basement hospital building to be known as the Flower Mission Hospital, substantially in accord with First Party's application (Docket No. 8,436), with such minor alterations or modifications thereof or additions thereto as may from time to time, be approved by the Second Party before or during the course of construction.
3. PRELIMINARY PROCEEDINGS BY FIRST PARTY. Promptly after receipt from Second Party of an unexecuted copy of this agreement, the First Party will:
 - (a) Adopt a resolution approving this Agreement, and authorizing and directing the execution and delivery thereof by the officials designated to sign the same on its behalf.
 - (b) Send to the Second Party two complete extracts from the minutes of the meetings of the First Party's governing body showing all proceedings taken incident to such authorization, including two copies of said resolution, all duly certified, and three signed copies of this Agreement;
 - (c) Commence all necessary proceedings, if any, to authorize the construction of the Project, and to obtain funds, which, to-

gether with the amount to be represented by the Grant, will be sufficient to pay all the costs of constructing the Project. The term "Cost of constructing the Project," as used in this Agreement, shall include all costs of acquiring all necessary lands, easements, franchises, and rights-of-way necessary to the completion and use of the Project;

(d) Apply for all necessary authorizations, permits, licenses and approvals from Federal, State, county, municipal and other authorities for the construction of the Project;

(e) Submit to the Second Party plans, drawings, and specifications of the work and materials called for by all contracts let, or proposed to be let; the latest data as to the expected cost of the Project; a statement as to when and how it is proposed to advertise for bids and to let contracts for work; forms of bids, and copies of the advertisements thereof if heretofore advertised; a statement as to when it is proposed to acquire the necessary lands, easements, franchises, and rights-of-way; and any other details or data that may be requested by the Second Party's Engineers.

4. CONSTRUCTION OF PROJECT. On or before the date of the execution by the Second Party of this Agreement, the First Party may, and within such time thereafter, as shall be satisfactory to the Second Party, the First Party will commence or cause to be commenced the construction of the Project and will thereafter continue the same with all practicable dispatch, in an efficient and economical manner, at a reasonable cost, and in accordance with plans, drawings, specifications, and construction contracts which shall be in form and substance as approved by the Second Party, and in accordance with such engineering supervision and inspection as the Second Party or its representatives may require. Except with the prior written consent of the Second Party, no materials or equipment for the Project shall be purchased by the First Party subject to any chatel mortgage or to any conditional sale or title retention agreement.
5. COMPLETION OF PROCEEDINGS. As soon as practicable after the execution by the Second Party of this Agreement, the First Party will complete all necessary proceedings and procure all necessary authorization, permits, licenses, and approvals referred to in Paragraph 3 (c) and (d) Part One, hereof; will obtain the necessary funds, or will take appropriate proceedings to obtain legally the necessary funds, which, together with the amount to be represented by the Grant, will be sufficient to pay all costs of

constructing the Project, and that all such funds (other than the Grant) have been or will be derived from sources other than the Government or any of its agencies or instrumentalities; and will lawfully acquire all lands, easements, franchises, and rights-of-way necessary to the completion of the Project, and to put the Project in use.

6. FIRST REQUISITION. After the First Party shall have complied with the requirements of Paragraph 3 and 5, Part One, hereof; and shall have expended not less than fifty per centum of the estimated cost of constructing the Project, the First Party may, at any rate thereafter, file with the Second Party a requisition, requesting the Second Party to pay to the First Party, as provided in Paragraph 7, Part One, hereof, the first portion of the Grant, such requisition to be accompanied by:

(a) One certified copy of each necessary authorization, permit, license and approval from Federal, State, county, municipal and other authorities, for the construction of the Project.

(b) A signed and dated opinion of the duly qualified and acting attorney of the First Party to the effect that the First Party has complied with all the requirements of Paragraph 5, Part One, hereof, and that all such proceedings are in accordance with the Constitution and Statutes of the State of Indiana. Such opinion shall also state that the First Party has lawfully obtained and/or arranged to obtain the funds, which, together with the amount to be represented by the Grant, may be used lawfully to pay all costs of constructing the Project;

(c) A signed and dated affidavit of a duly authorized officer of the First Party, approved by the engineer or architect in responsible charge of construction of the Project, covering in such detail as the Second Party's engineers request:

(1) The purposes for which the First Party proposes to expend such portion of the Grant:

(2) An accounting for all deposits in and expenditures from the special account or accounts referred to in Paragraph 2, Part Three, hereof;

(3) The cost of the labor and materials employed upon the Project to the date thereof;

(4) The quantities of work actually completed to the date thereof;

(5) The amount of funds expended upon the Project to the date thereof; and

(6) The amount of funds expended to the date thereof for labor and materials employed upon the Project;

(d) A signed and dated no-litigation certificate of the duly qualified and acting attorney of the First Party; and

(e) A statement by each bank in which have been deposited, in the special account or accounts referred to in Paragraph 2, Part Three, hereof, the funds for the construction of the Project, showing all deposits made therein and the balance then remaining in each such special account.

The requisition and each of the documents accompanying same shall be in form and substance satisfactory to the Second Party, and, except for those described in Paragraph 6 (a), Part One, hereof, shall bear the same date.

7. FIRST PAYMENT. If such requisition and documents accompanying the same are satisfactory to the Second Party, then, subject to the terms and conditions of this Agreement, upon reasonable notice to the First Party, and within a reasonable time after receipt by the Second Party of such requisition and other documents, (but not earlier than ten days after the receipt thereof, unless the Second Party shall waive such time limit), the Second Party will pay to the First Party an amount equal to twenty-five per centum of the total cost of the labor and materials employed upon the Project, as, in the opinion of the Second Party, is shown in all statements theretofore approved by the Second Party. Such payment will be made at the Cincinnati Branch of the Federal Reserve Bank of Cleveland, Cincinnati, Ohio, or at such other places as the Second Party may designate, against delivery by the First Party of its receipt therefor.
8. INTERMEDIATE REQUISITIONS. From time to time after such first payment, but not oftener than once in thirty days, (unless otherwise satisfactory to the Second Party), the First Party may file requisitions with the Second Party, requesting the Second Party to make additional payments on account of the Grant, each such requisition to be accompanied by:

(a) Documents corresponding to those described in Paragraph 6 (b) and (d), Part One, hereof:

(b) A signed and dated affidavit of a duly authorized officer of the First Party, approved by the engineer or architect in responsible charge of construction of the Project, covering in such detail as the Second Party's engineers may request;

(1) The purposes for which the First Party proposes to expend such portion of the Grant;

(2) An accounting for all expenditures theretofore made on the Project, in so far as such expenditures have not been previously accounted for;

(3) The cost of the labor and materials employed upon the Project to the date thereof;

(4) The quantities of work actually completed to the date thereof;

(5) The quantities of work actually completed during each of the periods between all respective requisitions;

(6) The amount of funds expended upon the Project during each such period; and

(7) The amount of funds expended during each such period for labor and materials employed upon the Project;

(c) A statement by each bank in which have been deposited, in the special account or accounts referred to in Paragraph 2, Part Three, hereof, the funds (including any previous payments on account of the Grant) for the construction of the Project, showing the balance then remaining in each such special account, provided no such statement need be submitted by any bank in which no such balance remains on deposit and which has previously so certified.

The requisition and each of the documents accompanying the same shall be in form and substance satisfactory to the Second Party and shall bear the same date.

(9) INTERMEDIATE PAYMENTS. If such requisition and documents accompanying same are satisfactory to the Second Party, then, subject to the terms and conditions of this Agreement, upon reasonable notice to the First Party, and within reasonable time after receipt by the Second Party of such requisition and other documents, the Second Party will pay to the First Party an amount equal to 25 per centum of the cost of the labor and materials employed upon the Project, not exceeding, however, with all previous payments on account of the

Grant, an amount equal to 25 per centum of the total cost of such labor and materials as shown in the statements theretofore approved by the Second Party, but in no event, to exceed, together with all such previous payments, in the aggregate, the sum of \$32,085. Each such payment shall be made at the place or places as hereinbefore provided for, against delivery by the First Party of its receipt therefor.

10. FINAL REQUISITION. When the Project has been completed and all costs in connection therewith have been determined, then the First Party may file the final requisition with the Second Party, requesting the Second Party to make the final payment on account of the Grant. Such requisition shall be accompanied by:

(a) Documents corresponding to those described in Paragraph 6 (b) and (d), and Paragraph 8 (c), Part One, hereof;

(b) An affidavit corresponding to that described in Paragraph 8 (b), Part One, hereof, which shall also be approved by the Government Engineer;

(c) An affidavit by the engineer or architect in responsible charge of construction of the Project, (which shall be approved by the Government Engineer), showing, among other things, and in such detail as shall be satisfactory to the Second Party;

(1) The quantities of work completed during each of the periods between the dates of each respective requisition;

(2) The cost of labor and materials employed upon the Project, the total cost of the Project, and separately, the amounts of such cost expended; and

(3) The completion of the Project in accordance with the plans and specifications therefor.

The term "Government Engineer" as used herein, shall mean the State Engineer (P. W. A.), or his duly authorized representative, or any person to whom his duties or functions may be transferred by the Federal Emergency Administration of Public Works, or its successors.

11. FINAL PAYMENT. If such requisition and the documents accompanying the same are satisfactory to the Second Party, then, subject to the terms and conditions of this Agreement, upon reasonable notice to the First Party, and within a reasonable time after receipt by the Second Party of such requisition and

other documents, the Second Party will pay to the First Party a sum of money, which, together with all payments theretofore made on account of the Grant, shall not exceed 30 per centum of the cost of labor and materials employed upon the Project, but in no event, to exceed, in the aggregate, together with all such previous payments, the sum of \$38,500. Such final payment shall be made at the place or places as hereinbefore provided for, against delivery by the First Party of its receipt therefor.

PART TWO

CONSTRUCTION CONTRACTS

IN CONSIDERATION OF THE GRANT THE FIRST PARTY COVENANTS THAT:

1. CONSTRUCTION CONTRACTS. All construction contracts made by the First Party and all subcontracts for work on the Project shall be subject to the rules and regulations adopted by the Second Party to carry out the purposes and control the administration of the Act, and shall contain provisions appropriate to insure that:

(c) CONVICT LABOR. No convict labor shall be employed on the Project, and no materials manufactured or produced by convict labor shall be used on the Project.

(b) 30-HOUR WEEK. Except in Executive, administrative and supervisory positions so far as practicable and feasible in the judgment of the Second Party, no individual directly employed on the Project shall be permitted to work more than thirty hours in any one week, or, except in cases of emergency, on any Sundays or legal holidays; but in accordance with rules and regulations from time to time made by the Second Party, this provision shall be construed to permit working time lost because of inclement weather or unavoidable delays in any one week, to be made up in the succeeding twenty days.

(c) WAGES.

(1) All employees shall be paid just and reasonable wages which shall be compensation sufficient to provide, for the hours of labor as limited, a standard of living in decency and comfort;

(2) All contracts and subcontracts shall further prescribe such minimum wage rates for skilled and unskilled labor as may be determined by the Second Party and shall be subject to all rules and regulations which the Second Party may promulgate in connection therewith. Such minimum rates, if any, shall also

be stated in all proposals of bids submitted, including those of sub-contractors; and a clearly legible statement of all wage rates to be paid the several classes of labor employed on the work shall be posted in a prominent and easily accessible place at the site of the work. All contractors shall keep a true and accurate record of the hours worked by and the wages paid to each employee and shall furnish the Second Party with sworn statements thereof on demand.

(3) All employees shall be paid in full not less often than once each week and in lawful money of the United States of America in the full amount accrued to each individual at the time of closing of the pay roll, which shall be at the latest date practicable prior to the date of payment, and there shall be no deductions on account of goods purchased, rent, or other obligations, but such obligations shall be subject to collection only by legal process.

(d) LABOR PREFERENCES. Preference shall be given, where they are qualified, to ex-service men with dependents, and then in the following order:

(1) To citizens of the United States and aliens who have declared their intention of becoming citizens, who are bona fide residents of the City of Indianapolis, and/or Marion County, in the State of Indiana; and

(2) To citizens of the United States and aliens who have declared their intention of becoming citizens, who are bona fide residents of the State of Indiana; provided, that these preferences shall apply only where such labor is available and qualified to perform the work to which the employment relates.

(e) EMPLOYMENT SERVICES. To the fullest extent possible, labor required for the Project and appropriate to be secured through employment services, shall be chosen from lists of qualified workers submitted by local employment agencies designated by the United States Employment Service; provided, however, that organized labor, skilled and unskilled, shall not be required to register at such local employment agencies but shall be secured in the customary way through recognized union locals. In the event, however, that qualified workers are not furnished by the union locals within 48 hours (Sundays and holidays excluded) after request is filed by the employer, such labor may be chosen from lists of qualified workers submitted by local employment agencies designated by the United States Employment Service. In the selection of workers from lists pre-

pared by such employment agencies and union locals, the labor preferences provided in Paragraph 1 (d), Part Two, hereof, shall be observed in accordance with such rules and regulations as the Second Party may prescribe.

(f) HUMAN LABOR. In accordance with such rules and regulations as the Second Party may prescribe, the maximum of human labor shall be used in lieu of machinery wherever practicable and consistent with sound economy and public advantage; and to the extent that the work may be accomplished at no greater expense by human labor than by the use of machinery, and labor of requisite qualifications is available, such human labor shall be employed.

(g) ACCIDENT PREVENTION. Every construction contract for work on the Project shall contain an undertaking to comply with all applicable provisions of laws and building construction codes of the State, Territory, District and/or municipality in which the work is done, and with any regulation for the protection of workers may be promulgated by the Second Party.

(h) COMPENSATION INSURANCE. Every construction contract for work on the Project shall contain a provision requiring the employer to furnish compensation insurance for injured workers and to give proof of such adequate insurance satisfactory to the Second Party.

(i) PERSONS ENTITLED TO BENEFITS OF LABOR PROVISIONS. Every person who performs the work of a laborer or mechanic on the Project, or any part thereof, shall be entitled to the benefits of the labor and wage provisions hereof, regardless of any contractual relationship between the contractor or subcontractor and such laborer or mechanic. There shall be no discrimination in the selection of labor on the ground of race, creed or color.

(j) BONDING OF CONTRACTS. Construction contracts shall be supported by adequate surety or other bonds or security satisfactory to the Second Party for the protection of labor and material men employed on the Project or any part thereof.

(k) MATERIALS. So far as articles, materials, and supplies produced in the United States are concerned, only articles, materials and supplies produced under codes of fair competition adopted pursuant to the provision of Title 1 of the Act, or under the President's Reemployment Agreement, shall be used

in work on the Project, except when the Second Party determines that this requirement is not in the public interest or that the consequent cost is unreasonable. So far as feasible and practicable, and subject to the above, preference shall be given to the use of locally produced materials, if such use does not involve higher cost, inferior quality, or insufficient quantity, subject to the determination of the Second Party; but there shall be no requirements providing price differentiations for or restricting the use of materials to those produced within the Nation or State.

(1) INSPECTION AND RECORDS. The Second Party, through its authorized agents, shall have the right to inspect all work as it progresses and shall have access to all pay rolls, records of personnel, invoices of materials, and other data relevant to the performance of the contract.

(m) REPORTS. Subject to such rules and regulations as the Second Party may prescribe, contractors and subcontractors shall make reports in triplicate to the Second Party monthly within five days after the close of each calendar month on forms to be furnished by the United States Department of Labor, which reports shall include the number of persons on their pay rolls; the aggregate amount of the pay rolls; the man-hours worked; wage scales paid to various classes of labor; and the total expenditures for materials. The contractors shall also furnish to the Second Party the names and addresses of all subcontractors at the earliest dates practicable.

(n) COMPLIANCE WITH TITLE I OF THE ACT. All contractors and subcontractors must comply with the conditions prescribed in Section 7 (a) (1) and Section 7 (a) (2) of Title 1 of the Act.

2. RESTRICTION AS TO CONTRACTORS. No contract shall be let to any contractor or subcontractor who has not signed and complied with the applicable approved code of fair competition adopted under Title 1 of the Act for the trade or industry or subdivision thereof concerned, or, if there be no such approved code, who has not signed and complied with the provisions of the President's Reemployment Agreement.

3. TERMINATION FOR BREACH. The First Party will enforce compliance with all provisions of this part of the Agreement, and, as to any work done by it in connection with the construction of the Project, will itself comply therewith. All construction contracts shall provide that if any such provisions

are violated by any contractor or subcontractor, the First Party may, with the approval of the Second Party, and shall at the request of the Second Party, terminate by written notice to the contractor or subcontractor, the contract of such contractor or subcontractor, and have the right to take over the work and prosecute the same to completion by contract or otherwise and such contractor or subcontractor and his sureties shall be liable for any excess cost occasioned thereby and/or, if so requested by Second Party, the First Party shall withhold from such contractor or subcontractor so much of the compensation due to him as may be necessary to pay to laborers or mechanics the difference between the rate of wages required by the contract and the rate of wages actually paid to the laborers and mechanics.

4. FORCE LABOR. Provided, however, that if prices in the bids are excessive, the First Party reserves the right, anything in this Agreement to the contrary notwithstanding, to apply to the Second Party for permission to do all or any part of the Project by day labor, upon such conditions as the Second Party may impose, with the understanding that all provisions in this Agreement, including those relating to labor, wages, hours and recruitment, shall be observed.

PART THREE

MISCELLANEOUS

1. CONDITIONS PRECEDENT TO THE SECOND PARTY'S OBLIGATIONS. The Second Party shall be under no obligation to make the Grant or any part thereof;

(a) COST OF PROJECT. If the Second Party shall not be satisfied that the First Party will be able to construct the Project within the cost estimated at the time when the Grant was approved by it, unless, in the event that additional funds appear to the Second Party to be necessary in order to pay in full the cost of construction of the Project, the Second Party shall be satisfied that the First Party will be able to obtain such funds, as needed, through additional borrowing or otherwise.

(b) COMPLIANCE. If the First Party shall not have complied, to the satisfaction of the Second Party, with all agreements and conditions contained or referred to in this Agreement theretofore to be complied with by the First Party;

(c) LEGAL MATTERS. If the Second Party shall not be satisfied as to all legal matters and proceedings affecting the Project;

(d) REPRESENTATIONS. If any representations made by the First Party in this Agreement or in the application for the Grant or any other data submitted by the First Party shall be found by Second Party to be incorrect or incomplete in any material respect.

(e) FINANCIAL CONDITION. If, in the judgment of the Second Party, the financial condition of the First Party shall have changed unfavorably in a material degree from its condition as theretofore represented to the Second Party.

No waiver by the Second Party, express or implied, of any such condition shall constitute a waiver thereof as applied to any subsequent obligation of the Second Party under this Agreement.

2. DEPOSIT OF PROCEEDS. The First Party will deposit the Grant, and all funds which it has represented to the Second Party as on hand or hereafter available for the construction of the Project, in a bank or banks which are members of the Federal Reserve System, in a special account or accounts.

3. DISBURSEMENT OF PROCEEDS. The First Party will expend the funds in such special account or accounts only in paying the cost of constructing the Project.

4. INFORMATION. During the construction of the Project, the First Party will furnish to the Second Party all such information and data as the Second Party's engineers may request as to the construction, cost and progress of the work.

5. REPRESENTATIONS AND WARRANTIES. The First Party represents and warrants as follows:

(a) AUTHORIZATION. All necessary authorizations, permits, licenses and approvals from Federal, State, County, Municipal and other authorities have been or will be obtained for the construction and operation of the Project.

(b) LITIGATION. No litigation or other proceedings are now pending or threatened which might adversely affect the powers and authority of the First Party in reference to the construction, or financing of the Project, or the financial condition of the First Party.

(c) FEES AND COMMISSIONS. No fee or commission has been or will be paid by the First Party or any of its officers, employees, agents or representatives, and no agreement to pay a fee or commission has been or will be entered into by or on behalf

of the First Party or any of its officers, employees, agents or representatives, in order to secure the Grant hereunder.

(d) AFFIRMATION. Every statement contained in this Agreement, in the application for a Grant, in any supplement thereto or amendment thereof, and any other data submitted or to be submitted to the Second Party by or on behalf of the First Party is, or when so submitted will be, correct and complete, and no relevant fact materially affecting the Project or the financing thereof by the First Party has been or will be omitted therefrom.

6. INDEMNIFICATION. The First Party will indemnify the Second Party against any loss or liability incurred by reason of any inaccuracy or incompleteness in any representation contained herein.

7. USE OF SECOND PARTY'S NAME. Without the prior written consent of the Second Party, the First Party will not refer to this Agreement or to any Grant authorized or made hereunder as an inducement for the purchase of any securities of the First Party, and will not permit any purchaser from it of any such securities to do so.

8. EXPENSES. The First Party will pay all costs, charges and expenses incident to compliance with all the terms and conditions of this Agreement on its part to be complied with, including, without limiting the generality of the foregoing, the cost of preparing, executing and delivering to the Second Party all the documents required herein to be furnished by the First Party.

9. SUPPLEMENTAL INSTRUMENTS. Upon request, the First Party will furnish such data, agreements and other instruments as the Second Party may deem necessary or desirable in connection with the performance of the obligations of the First Party under this Agreement.

10. AGREEMENT NOT FOR THE BENEFIT OF THIRD PARTIES. This Agreement is not for the benefit of any person or corporation other than the parties hereto.

11. INTEREST OF MEMBER OF CONGRESS. No member of or delegate to Congress shall be admitted to any share or part of this Agreement, or to any benefit to arise thereupon.

12. MISCELLANEOUS. No rights of the First Party hereunder shall be assignable except with the prior written consent of the Second Party. All obligations of the First Party

shall cease upon payment in full of all costs constructing the Project. This Agreement contains the entire agreement between the parties, and shall be governed by and construed in accordance with the laws of the District of Columbia.

13. **UNDUE DELAY BY THE FIRST PARTY.** The Second Party shall have the right to rescind the allotment for the Project and annul any obligation to make a grant to the First Party unless the First Party shall within a reasonable time:

(a) Sign and return to the Second Party three copies of this Agreement; as provided in Paragraph 3, Part One, hereof. (For the purposes of this sub-paragraph 13 (a) a reasonable time shall be deemed to be ten days in the ordinary course of events or such longer period as shall be allowed in the absolute discretion of the Federal Emergency Administrator of Public Works);

(b) Comply with all the provisions of Paragraph 4, Part One, hereof. The Federal Emergency Administrator of Public Works shall determine in his absolute discretion what constitutes a reasonable time within the meaning of this Paragraph 13.

14. **NAMING OF PROJECT.** The Project shall not be named except with the written consent of the Administrator.

IN WITNESS WHEREOF, THE FIRST PARTY AND THE SECOND PARTY HAVE respectfully caused this Agreement to be duly executed as of the day and year first above written.

CITY OF INDIANAPOLIS,
(Marion County, Indiana)

By BOARD OF HEALTH, CITY
OF INDIANAPOLIS.
UNITED STATES OF AMERICA,

By-----
FEDERAL EMERGENCY ADMIN-
ISTRATOR OF PUBLIC WORKS.

AND,

WHEREAS, the Indianapolis Flower Mission has offered to make a gift to the City of Indianapolis of sufficient funds to pay all of the costs of constructing and equipping such a hospital, except such amount as may be received by the City on said Grant from the United States of America, such gift, however, being conditioned on the agreement of the City of Indianapolis:

1st.—To use the funds so given for the purpose of constructing and equipping such a hospital with a capacity of approximately one hundred beds according to plans and specifications to be drawn by Kopf and Deery, architects, and to be approved by said Indianapolis Flower Mission and the Board of Health of the City of Indianapolis;

2nd.—To maintain and operate such hospital when completed as a public hospital for the care and treatment of advanced cases of tuberculosis and as a gift of the present City Hospital; and

3rd.—To name said hospital "The Indianapolis Flower Mission Memorial Hospital" or such other name as the Indianapolis Flower Mission may designate, and

WHEREAS, the Board of Health of the City of Indianapolis, pursuant to the power vested in it by the Legislature of the State of Indiana, Chapter 341, Acts of 1913, p. 927, at a special meeting of said Board held at 4:00 o'clock P. M., September 11, 1934, at its office in the City Hall, in Indianapolis, Indiana, adopted resolutions agreeing on behalf of the City of Indianapolis to accept both the said Grant from the United States of America and said gift from the Indianapolis Flower Mission subject to all the terms and conditions of said grant and said gift,

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

Section 1. That the action of the Board of Health of the City of Indianapolis in agreeing to accept for and on behalf of said City the said proposed gift of the Indianapolis Flower Mission of said funds to be used in the construction and equipment of said tuberculosis hospital subject to all of the terms and conditions of said gift, be, and the same is, hereby confirmed and approved.

Section 2. That the action of the Board of Health of the City of Indianapolis in agreeing to accept for and on behalf of said City said proposed grant from the United States of America of funds to assist in executing for and on behalf of said City the said Grant Agreement, be and the same is hereby confirmed and approved.

Section 3. That the said Board of Health of the City of Indianapolis be, and it is, hereby authorized for and on behalf of said City

to enter into any and all contracts and to do all other things which may be necessary or desirable in the opinion of said Board to fully carry out and comply with all of the terms and conditions of said Grant from the United States of America and of said gift from the Indianapolis Flower Mission.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

which was read the first time and referred to the Committee on Public Health.

ORDINANCES ON SECOND READING

Mr. Houck called for Appropriation Ordinance No. 31, 1934, for second reading. It was read a second time.

On motion of Mr. Houck seconded by Mr. Wheatley, Appropriation Ordinance No. 31, 1934 was ordered engrossed, read a third time and placed upon its passage.

Appropriation Ordinance No. 31, 1934 was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 5 viz: Mr. Gardner, Mr. Hildebrand, Mr. Houck, Mr. Wheatley, President Ropkey.

Mr. Houck called for General Ordinance No. 57, 1934, for second reading. It was read a second time.

On motion of Mr. Houck, seconded by Mr. Wheatley, General Ordinance No. 57, 1934 was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 57, 1934 was read a third time by the Clerk and passed by the following roll call vote.

Ayes 5, viz: Mr. Gardner, Mr. Hildebrand, Mr. Houck, Mr. Wheatley, President Ropkey.

Mr. Houck called for General Ordinance No. 58, 1934, for second reading. It was read a second time.

On motion of Mr. Houck, seconded by Mr. Wheatley, General Ordinance No. 58, 1934 was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 58, 1934 was read a third time by the Clerk and passed by the following roll call vote.

Ayes 5, viz: Mr. Gardner, Mr. Hildebrand, Mr. Houck, Mr. Wheatley, President Ropkey.

Mr. Houck called for General Ordinance No. 60, 1934, for second reading. It was read a second time.

On motion of Mr. Houck seconded by Mr. Wheatley, General Ordinance No. 60, 1934 was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 58, 1934 was read a third time by the Clerk and passed by the following roll call vote.

Ayes 5, viz: Mr. Gardner, Mr. Hildebrand, Mr. Houck, Mr. Wheatley, President Ropkey.

MISCELLANEOUS BUSINESS

Mr. Gardner announced that the Committee on Public Safety was not ready to report on General Ordinance No. 59, 1934 and asked for further time for consideration of said ordinance, which was granted.

On motion of Mr. Gardner, seconded by Mr. Hildebrand, the Common Council adjourned at 8:00 P. M.

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 Gott

City Clerk.

SEAL.