

REGULAR MEETING

OCTOBER 1, 1934

7:30 P. M.

The Common Council of the City of Indianapolis met in the Council Chamber at City Hall, Monday, October 1, 1934, following a public hearing on General Ordinance No. 61, 1934. Vice-President Leo F. Welch in the chair.

The Clerk called the roll.

Present: Vice-President Welch and four members, viz: Carl A. Hildebrand, James A. Houck, Charles A. Morgan, Maurice E. Tennant.

Absent: Fred C. Gardner, George A. Henry, Clarence I. Wheatley, Ernest C. Ropkey.

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

COMMUNICATIONS FROM THE MAYOR

September  
18th,  
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. 31, 1934

AN ORDINANCE appropriating to various specified funds of the Municipal Airport the total sum of Sixteen Hundred Dollars (\$1,600.00) from the balance of the Airport Revenues now unappropriated and unexpended, and fixing a time when the same shall take effect.

## GENERAL ORDINANCE No. 57, 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. 58, 1934

AN ORDINANCE authorizing the board of public safety of the City of Indianapolis, through its duly authorized purchasing agent, to receive bids for the purchase of certain automobiles and equipment therefor, to be used in and for the Police Department, and fixing a time when the same shall take effect.

## GENERAL ORDINANCE No. 60, 1934

AN ORDINANCE ratifying and approving a certain contract by and between the City of Indianapolis, by and through its Board of Public Safety and its Mayor, and the Town of Woodruff Place, by and through its Board of Trustees, and fixing a time when the same shall take effect.

Respectfully,

REGINALD H. SULLIVAN,  
Mayor.

## COMMUNICATIONS FROM CITY OFFICIALS

October 1, 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. 64, 1934, transferring the sum of Two Hundred Fifty (\$250.00) Dollars from City Engineer's Fund No. 11-1—Salaries and Wages, Regular, to City Engineer's Fund No. 46—Materials and Supplies.

I respectfully recommend the passage of this ordinance.

Yours very truly,

EVANS WOOLLEN, Jr.  
City Controller.

October 1, 1934)

City of Indianapolis, Ind.

409

September 28, 1934

(COPY)

Mr. Evans Woollen, Jr.,  
City Controller,

Dear Sir:

Upon the recommendation of the City Engineer, the Board of Public Works respectfully requests that you cause to be prepared an ordinance transferring the sum of \$250.00 from City Engineer's Fund No. 11-1—Salaries and Wages, Regular, to City Engineer's Fund No. 46—Material and Supplies, and present the same to the Common Council at the next meeting with the recommendation of the Board of Public Works that the same be passed.

Yours very truly,

(Signed) ERNEST F. FRICK,  
Secretary, Board of Public Works.

October 1, 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. 65, 1934, transferring certain moneys from certain numbered funds in the Department of Public Parks 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.

(COPY)

September 29, 1934

Mr. Evans Woollen, Jr.,  
City Controller,  
Indianapolis, Indiana.

Dear Sir:

Attached hereto are fifteen copies of General Ordinance transferring certain moneys from certain numbered funds in the Depart-

ment of Public Parks, and reappropriating the same to other numbered funds in the Park Department.

The Board of Park Commissioners respectfully recommends the passage of the above ordinance.

Yours very truly,

DEPARTMENT OF PUBLIC PARKS,  
(Signed) Mary E. Griffin, Secretary.

October 1, 1934

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

Gentlemen:

We are submitting herewith an ordinance, General Ordinance No. 66, 1934, establishing a two car taxicab stand at 821 Fort Wayne Avenue and respectfully recommend its passage.

Respectfully submitted,

BOARD OF PUBLIC SAFETY,  
(Signed) Walter O. Lewis,  
Executive Secretary.

October 1, 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. 67, 1934, appropriating and allocating the sum of \$58,374.58 received on October 1, 1934, from the State of Indiana as revenue under the Gasoline Tax, to various departments of the City of Indianapolis, in accordance with the provisions of Section 44 of General Ordinance No. 56, 1933.

I respectfully recommend the passage of this ordinance.

Yours very truly,

EVANS WOOLLEN, Jr.  
City Controller.

October 1, 1934)

City of Indianapolis, Ind.

411

September 27th, 1934

Mr. Henry O. Goett,  
City Clerk,  
35 S. Alabama St.,  
Indianapolis, Indiana.

Dear Mr. Goett:

I am enclosing herewith fourteen copies of General Ordinance No. 68, establishing Raymond Street from the city limits west to the city limits east, as a preferential street.

After making a careful check of traffic conditions along Raymond Street where a number of serious accidents have occurred, I feel that making Raymond street a preferential and stop street will be very advantageous to the citizens of the South Side.

Yours very truly,

GEORGE A. HENRY,  
Councilman.

October 1, 1934

Mr. Henry Goett,  
City Clerk,

Dear Sir:

I am handing you herewith ordinance G. O. No. 69, 1934, prepared by the City Legal Department, authorizing the sale, alienation and conveyance of certain real estate by the City of Indianapolis, namely parcels A and B, heretofore acquired by the city in connection with the flood prevention program and for the acquiring of parcel C by purchase or exchange for parcels A and B, with the request that the same be presented to the Common Council at the next meeting, with the recommendation of the Board of Public Works and the Mayor that the same be passed.

Yours very truly,

ERNEST F. FRICK,  
Secretary Board of Public Works.

Approved by me.

REGINALD H. SULLIVAN, Mayor.

Mr. Tennant asked for a recess. The motion was seconded by Mr. Houck, and the Council recessed at 7:50 p. m.

The Council reconvened from its recess at 8:00 p. m., with the same members present as before.



## COMMITTEE REPORT.

Indianapolis, Ind., October 1, 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. 32, 1934, entitled Appropriating \$13,750, Board of Health General Fund to City Hospital General Fund No. 721, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

J. A. HOUCK, Chairman.  
MAURICE E. TENNANT.  
LEO F. WELCH.

Indianapolis, Ind., October 1, 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. 33, 1934, entitled Appropriating \$636.53 from 1933 balance of Gasoline Tax Department of Public Parks to Item No. 12 of Gasoline Tax Fund of Department of Public Parks, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

J. A. HOUCK, Chairman.  
MAURICE E. TENNANT.  
LEO F. WELCH.

Indianapolis, Ind., October 1, 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. 34, 1934, entitled Appropriating \$475.00 from unappropriated balance of 1934, various funds of the Board of Public Safety—Dog Pound, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

J. A. HOUCK, Chairman.  
MAURICE E. TENNANT.  
LEO F. WELCH.

Indianapolis, Ind., October 1, 1934.

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

Gentlemen:

We, your Committee on Public Safety to whom was referred General Ordinance No. 59, 1934, entitled Establishing West Street from 16th Street to Bluff Road as preferential, etc., beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

MAURICE E. TENNANT, Chairman.  
LEO F. WELCH.  
CHAS. C. MORGAN.

Indianapolis, Ind., October 1, 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. 62, 1934, entitled Transfer of Funds \$14,035.00 Board of Public Health and Charities, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

J. A. HOUCK, Chairman.  
MAURICE E. TENNANT.  
LEO F. WELCH.

Indianapolis, Ind., October 1, 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. 63, 1934, entitled Transfer of Funds: \$50.00 Department of Public Safety, \$50.00 Department of Law, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

J. A. HOUCK, Chairman.  
MAURICE E. TENNANT.  
LEO F. WELCH.

Indianapolis, Ind., October 1, 1934

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

Gentlemen:

We, your Committee on Public Health, to whom was referred Special Ordinance No. 3, 1934, entitled, Approving and Accepting a Proposed Gift from Indianapolis Flower Mission, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed as amended.

MAURICE E. TENNANT, Chairman.  
LEO F. WELCH.  
J. A. HOUCK,

## INTRODUCTION OF GENERAL ORDINANCES

By City Controller:

### GENERAL ORDINANCE No. 64, 1934

AN ORDINANCE transferring moneys from certain funds and re-appropriating 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:

SECTION 1. That the sum of Two Hundred Fifty Dollars (\$250.00) now in City Engineer's Fund No. 11-1—Salaries and Wages, Regular, be and the same is hereby transferred therefrom and reappropriated to City Engineer's Fund No. 46—Materials and Supplies.

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. 65, 1934

AN ORDINANCE transferring certain moneys from certain numbered funds in the Department of Public Parks 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 sum of Three Thousand (\$3,000.00) Dollars now in the Department of Public Parks, Fund No. 43—Street and Alley Material, be and the same is hereby transferred therefrom and reappropriated to the Department of Public Parks Fund No. 33—Garage and Motor Supplies.

SECTION 2. That the sum of One Thousand (\$1,000.00) Dollars now in the Department of Public Parks Fund No. 43—Street and Alley Material, be and the same is hereby transferred therefrom and reappropriated to the Department of Public Parks Fund No. 22—Heat, Light and Water.

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

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

By Board of Safety:

GENERAL ORDINANCE No. 66, 1934

AN ORDINANCE approving an order of the Board of Public Safety of the City of Indianapolis designating a taxicab stand location in the City of Indianapolis, and fixing a time when the same shall take effect.

WHEREAS, the Board of Public Safety of the City of Indianapolis has adopted an order designating a taxicab stand, in conformance to Section 58 of the traffic code of 1928 and has submitted the same for approval to the Common Council:

NOW, THEREFORE,

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

SECTION 1. That the order of the Board of Public Safety of the City of Indianapolis, dated September 18, 1934, designating the following taxicab stand, location in said city be and it is in all things ratified, to-wit

In front of 821 Fort Wayne Avenue, extending Ten (10) feet northeast and ten (10) feet southwest.

SECTION 2. This ordinance is supplemental to General Ordinance No. 8, 1929, and shall take effect from and after its passage and approval by the Mayor.

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

By City Controller:

GENERAL ORDINANCE No. 67, 1934

AN ORDINANCE appropriating and allocating the sum of Fifty-Eight Thousand Three Hundred Seventy-Four Dollars and Fifty-Eight Cents (\$58,374.58), received on October 1, 1934, from the State of Indiana as revenue under the Gasoline Tax, to the following departments of the City of Indianapolis in the amounts specified, in accordance with the provisions of Section 44 of General Ordinance No. 56, 1933, 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-eight Thousand Three Hundred Seventy-four Dollars and Fifty-eight Cents (\$58,374.58), received on October 1, 1934, from the State of Indiana as revenue under the Gasoline Tax, be and the same is hereby appropriated, allocated and distributed to the following departments of the City of Indianapolis in the amounts specified, in accordance with the provisions of General Ordinance No. 56, 1933:

Board of Public Works Fund No. 26—18.50%	-----	\$10,231.71
City Civil Engineer Department, 5.73%	-----	3,184.09
Street Commissioner's Department, 73.30%	-----	40,600.30
Park Board, 2.47%	-----	4,358.48

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 Mr. Henry:

GENERAL ORDINANCE No. 68, 1934

AN ORDINANCE establishing Raymond Street, from city limits east to the city limits west as a preferential street, supplementing certain other preferential streets heretofore established

by General Ordinance No. 78, 1932, providing that the operator of a vehicle shall come to a full stop before entering upon said street, providing for the maintenance of appropriate signs at the intersections with cross streets, providing a penalty for violation thereof, 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 street in the City of Indianapolis is hereby declared to constitute a "thru" or preferential street for the purpose of this ordinance, supplementing the streets and parts of streets heretofore constituted as "thru" or preferential streets heretofore established by General Ordinance No. 78, 1932, to-wit:

Raymond Street, from city limits east to the city limits, west.

SECTION 2. The above named street is hereby declared to be a "thru" or preferential street for the purpose of regulating traffic upon or crossing the same, and every operator of a vehicle, street car or other conveyance travelling upon any street or roadway intersecting said "thru" street above designated, shall bring the same to a full, complete stop at the place where said street meets the prolongation of the nearest property line of said "thru" street, subject, however, to the direction of any official traffic control sign or signal or the directions of any police officer at such intersection.

The operator of any vehicle, who has come to a full stop as above required, upon entering the "thru" street, as well as operators of vehicles on said "thru" street, shall be subject to the usual right of way rule prescribed by state law governing the meeting of vehicles at street or highway intersections.

The Board of Public Safety is hereby authorized and required to place and maintain or cause to be placed and maintained on each and every street intersecting said "thru" street as designated above, and at or near the property line of said "thru" street, appropriate signs upon the street and/or may place and maintain any appropriate devices or marks in the roadway, such signs, devices or marks to bear the word "STOP," or the legend "STOP, THRU STREET," and to be located in such position and to be provided with letters of a size to be legible at least one hundred (100) feet along the street intersecting said "thru" street.

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 Safety.

By Board of Public Works:

GENERAL ORDINANCE No. 69, 1934

AN ORDINANCE authorizing the alienation, sale and conveyance of certain real estate and the acquiring and purchase of certain other real estate by the proper authorities of the City of Indianapolis, and fixing a time when the same shall take effect.

WHEREAS, the City of Indianapolis now owns two parcels of real estate hereinafter described as Parcels A and B, heretofore acquired by it in connection with certain flood prevention projects along White River, which, by reason of their low contour and location, partly in the old channel of said river and not being contiguous, are no longer of any material use to said city; and the Illinois Central Railroad Company is now owner of a tract of land, hereinafter described as Parcel C, located in the same vicinity as the aforesaid parcels now owned by the city, but situated adjoining other lands owned by said city and now needed, in connection therewith, for the establishment of general city yards; and

WHEREAS, said Parcel C, comprising about eight and thirty-seven hundredths (8.37) acres, is, by reason of its higher contour and better location, of a value substantially equal to that of both Parcels A and B combined, aggregating about fifteen and fifty-six hundredths (15.56) acres, after the lower portions thereof are filled, and it is the desire of said parties to exchange and sell to each other on even terms, as to cash values, their aforesaid respectively owned parcels, the city also to fill such lower portions of its aforesaid two parcels by causing to be dumped thereon ashes, cans and other refuse; and it appears to be for the best interests of said city to accomplish such exchange of land, or otherwise affect such sale and purchase, and that the same should be authorized upon the terms and conditions indicated, or hereinafter set out; NOW, THEREFORE,

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



SECTION 1. The proper authorities of the City of Indianapolis are hereby authorized to file in the Circuit Court of Marion County, Indiana, a proper petition for the appointment by the judge of said court of three (3) disinterested freeholders of said city to appraise the fair market value of each of said three (3) parcels of land described in the preamble, which preamble is hereby made a part of this section by this reference thereto, and upon report of such appraisal filed in said court, as required by law, a sale and purchase, or the aforesaid mutual exchange, of said property shall be affected as follows:

If the market value of Parcels A and B combined should be appraised at the same amount as the market value of Parcel C, then the proper authorities of said city, if there is no higher offer therefor, are hereby authorized to alienate, sell and convey said two parcels, now owned by the city, to the Illinois Central Railroad Company, in consideration of the sale and conveyance to said city by said company, at the same price, of its aforesaid parcel of real estate, each of said conveyances to be by warranty deed, either free from or subject to any taxes and municipal assessments thereon and upon such other terms, including those relative to the filling of parcels A and B aforesaid, as the parties may agree; or if such real estate owned by either party exceeds in such appraised value the appraised value of that belonging to the other party such difference shall be paid to the party entitled thereto, as a further condition of such sale, purchase or exchange, and if due from the city, shall be paid from any funds now or hereafter appropriated and available for that purpose.

SECTION 2. In the event such mutual exchange is not affected as aforesaid, then said city authorities are authorized to alienate, sell and convey both or either parcel of its said lands, at either public or private sale and upon such notice as the mayor may determine, for not less than the appraised value thereof; and the proper authorities of said city are further hereby authorized to purchase said land belonging to said Illinois Central Railroad Company at its appraised value, or at such price and on such terms as may be agreed upon by the parties and whenever funds are available for that purpose by appropriation thereof.

SECTION 3. That the two parcels of land aforesaid now owned by the City of Indianapolis, and both located in Marion County, State of Indiana, are described respectively as follows:

Two tracts of land in the south half of Section Fourteen (14), Township Fifteen (15) North, Range Three (3) East of



the Second Principal Meridian, in Marion County, State of Indiana, being identified as Parcels "A" and "B," and more particularly described as follows:

PARCEL "A." Beginning at the point of intersection of the north right of way line of the Indianapolis Union Railway Company, as established and described in deed from the City of Indianapolis recorded in the recorder's office of Marion County, Indiana, in deed record No. 900, page 460, and a line four hundred ninety-five and eighty-four hundredths (495.84) feet east of and parallel to the prolonged east line of West Street as fixed sixty (60) feet wide by plat of Peru & Indianapolis Railroad Company's South Addition to the City of Indianapolis as recorded in plat book 1, page 157, in the recorder's office of Marion County, Indiana; running thence eastwardly along the afore-described north right-of-way of the Indianapolis Union Railway Company a distance of two hundred thirty-five (235) feet, more or less, to a point in the thread of stream of White River as shown platted on a plan designated and marked:

"PLAN OF WHITE RIVER FLOOD PROTECTION PROJECT, FROM A LINE 775 FEET SOUTH OF THE CENTER LINE OF RAYMOND STREET (West of White River) TO MORRIS STREET, PLAN No. 21, 1927,"

adopted by the Board of Public Works of the City of Indianapolis, February 2, 1927, as a part of Declaratory Resolution No. 13,258, recorded January 9, 1930, in the recorder's office of Marion County, Indiana, in town lot deed record No. 855, Page 148; thence northwardly and northeastwardly following the meanderings of said thread of stream to a point in the line four hundred ninety-five and eighty-four hundredths (495.84) feet east of and parallel to the aforescribed prolonged east line of West Street said point being eight hundred sixty-five (865) feet, more or less, south of the north line of Lot 24 in the Peru & Indianapolis Railroad Company's South Addition; thence southwardly along the line four hundred ninety-five and eighty-four hundredths (495.84) feet east of and parallel to the afore-described prolonged east line of West Street a distance of seven hundred thirty-five and twenty-eight hundredths (735.28) feet, more or less, to the place of beginning; containing an area of three and six hundredths (3.06) acres, more or less.

PARCEL "B." Beginning at the point of intersection of the south right-of-way line of the Indianapolis Union Railway Company, as established and described in deed from the City

of Indianapolis, recorded in the recorder's office of Marion County, Indiana, in deed record No. 900, page 460, with the east line of West Street as fixed by Declaratory Resolution No. 15,124, adopted April 30, 1934, by the Board of Public Works of the City of Indianapolis; running thence eastwardly along the said south right-of-way line of The Indianapolis Union Railway Company, a distance of three hundred eighty-one and nine tenths (381.9) feet to a point; thence continuing eastwardly along the extension of the last described line a distance of three hundred nine (309) feet, more or less, to a point in the thread of stream of White River as shown platted on a plan designated and marked:

"PLAN OF WHITE RIVER FLOOD PROTECTION PROJECT FROM A LINE 775 FEET SOUTH OF THE CENTER LINE OF RAYMOND STREET (West of White River) TO MORRIS STREET, PLAN No. 21, 1927,"

adopted by the Board of Public Works of the City of Indianapolis, **February 2, 1927**, as a part of Declaratory Resolution No. 13,258 recorded January 9, 1930 in the recorder's office of Marion County, Indiana, in town lot deed record No. 855, page 148; thence southwardly and southwestwardly following the meanderings of said thread of stream to the above described east line of West Street, at a point one thousand one hundred forty-eight (1,148) feet, more or less, south of the point of beginning; thence northwardly along the east line of West Street one thousand one hundred forty-eight (1,148) feet, more or less, to the point of beginning, containing twelve and five tenths (12.5) acres, more or less, excepting therefrom any right or title to the steel bridge belonging to the Indianapolis Union Railway Company and located on the aforescribed land.

SECTION 4. That the parcel of land aforesaid, now owned by the Illinois Central Railroad Company, located in Marion County, State of Indiana, is described as follows:

A tract of land including parts of Lots 22, 23 and 24, and a part of a vacated street lying between Lots 22 and 23, in the Peru & Indianapolis Railroad Company's South Addition to the City of Indianapolis, as recorded in plat book 1, page 157, in the recorder's office of Marion County, Indiana; also, a part of Section Fourteen (14), Township Fifteen (15) North, Range Three (3) East of the Second Principal Meridian, in Marion County, State of Indiana, being identified as Parcel "C," and more particularly described as follows:

PARCEL "C." Beginning at a point in the east line of West Street as fixed by Declaratory Resolution No. 15,124, adopted April 30, 1934, by the Board of Public Works of the City of Indianapolis, said point being thirty-five (35) feet east of the center line of West Street and two hundred fifty-three and forty-seven hundredths (253.47) feet north of the south line of lot 22 in the said Peru & Indianapolis Railroad Company's South Addition; running thence southwardly along the said east line of West Street a distance of four hundred sixty-three and forty-seven hundredths (463.47) feet to a point; thence east ten (10) feet to a point forty-five (45) feet from the center line of West Street; thence southwardly along the said east line of West Street five hundred seventy-one (571) feet, more or less, to a point in the thread of stream of White River as shown platted on a plan designated and marked:

"PLAN OF WHITE RIVER FLOOD PROTECTION PROJECT, FROM A LINE 775 FEET SOUTH OF THE CENTER LINE OF RAYMOND STREET (West of White River) TO MORRIS STREET, PLAN No. 21, 1927,"

adopted by the Board of Public Works of the City of Indianapolis, February 2, 1927, as a part of Declaratory Resolution No. 13,258 recorded January 9, 1930, in the recorder's office of Marion County, Indiana, in town lot deed record No. 855, page 148; thence eastwardly following the meanderings of said thread of stream to a point in a line five hundred twenty-five and eighty-four hundredths (525.84) feet east of and parallel to the center line of West Street, said point being eight hundred sixty-five (865) feet, more or less, south of the north line of Lot 24 in said Peru & Indianapolis Railroad Company's South Addition; thence northwardly along said line five hundred twenty-five and eighty-four hundredths (525.84) feet east of and parallel to the center line of West Street a distance of three hundred five and ninety-five hundredths (305.95) feet, more or less, to a point in a line seventy-five (75) feet southwest of and parallel to the center line of the main railroad track of the Illinois Central System, said point being five hundred fifty-nine and five hundredths (559.05) feet south of the north line of said Lot 24; thence northeastwardly along the line seventy-five (75) feet southwest of and parallel to the center line of the main railroad track of the Illinois Central System a distance of six hundred sixty-nine and four tenths (669.4) feet to a point in the south line of Lot 22 in said Peru & Indianapolis Railroad Company's South Addition, said point being two hundred sixty-four

and eleven hundredths (264.11) feet east of the center line of West Street; thence northwestwardly along an extension of the aforesaid line seventy-five (75) feet southwest of and parallel to the center line of the main railroad track of the Illinois Central System, a distance of two hundred ten and six hundredths (210.06) feet to a point in a curved line fifteen (15) feet southwestwardly of and parallel to the center line of the railroad switch track which runs westwardly across West Street and into Lot 31 of the Peru & Indianapolis Railroad Company's South Addition, thence westwardly along a curve to the left, said curve having a radius of three hundred seventy and seventy-eight hundredths (370.78) feet, and whose tangent at the beginning deflects thirty-three (33) degrees and nineteen (19) minutes to the left, a distance of one hundred fifty-eight and sixty hundredths (158.60) feet, more or less, to the place of beginning.

The above described tract of land contains eight and thirty-seven hundredths (8.37) acres, more or less.

SECTION 5. 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 Works.

#### ORDINANCES FOR SECOND READING

Mr. Houck called for Appropriation Ordinance No. 32, 1934 for second reading. It was read a second time.

On motion of Mr. Houck, seconded by Mr. Morgan, Appropriation Ordinance No. 32, 1934 was ordered engrossed, read a third time, and placed upon its passage.

Appropriation Ordinance No. 32, 1934 was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 5, viz: Mr. Hildebrand, Mr. Houck, Mr. Morgan, Mr. Tennant, Vice-President Welch.

Mr. Houck called for Appropriation Ordinance No. 33, 1934 for second reading. It was read a second time.

On motion of Mr. Houck, seconded by Mr. Morgan, Appropriation Ordinance No. 33, 1934 was ordered engrossed, read a third time and placed upon its passage.



Appropriation Ordinance No. 33, 1934 was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 5, viz: Mr. Hildebrand, Mr. Houck, Mr. Morgan, Mr. Tennant, Vice-President Welch.

Mr. Houck called for Appropriation Ordinance No. 34, 1934 for second reading. It was read a second time.

On motion of Mr. Houck, seconded by Mr. Morgan, Appropriation Ordinance No. 34, 1934 was ordered engrossed, read a third time and placed upon its passage.

Appropriation Ordinance No. 34, 1934, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 5, viz: Mr. Hildebrand, Mr. Houck, Mr. Morgan, Mr. Tennant, Vice-President Welch.

Mr. Tennant called for General Ordinance No. 59, 1934 for second reading. It was read a second time.

On motion of Mr. Tennant, seconded by Mr. Morgan, General Ordinance No. 59, 1934 was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 59, 1934 was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 5, viz: Mr. Hildebrand, Mr. Houck, Mr. Morgan, Mr. Tennant, Vice-President Welch.

Mr. Houck called for General Ordinance No. 62, 1934 for second reading. It was read a second time.

On motion of Mr. Houck, seconded by Mr. Morgan, General Ordinance No. 62, 1934 was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 62, 1934 was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 5, viz: Mr. Hildebrand, Mr. Houck, Mr. Morgan, Mr. Tennant, Vice-President Welch.

Mr. Houck called for General Ordinance No. 63, 1934, for second reading. It was read a second time.

On motion of Mr. Houck, seconded by Mr. Morgan, General Ordinance No. 63, 1934 was ordered engrossed, read a third time and placed upon its passage.



General Ordinance No. 63, 1934 was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 5, viz: Mr. Hildebrand, Mr. Houck, Mr. Morgan, Mr. Tennant, Vice-President Welch.

Mr. Tennant called for Special Ordinance No. 3, 1934 for second reading. It was read a second time.

Mr. Tennant presented the following written motion to amend Special Ordinance No. 3, 1934.

Indianapolis, Ind., October 1, 1934

Mr. President:

I move that Special Ordinance No. 3, 1934 be amended to read as follows, to-wit:

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 Flqwer 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 facilites for the care and treatment of persons sufferng 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 II 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 the 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 foregoing 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 II 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 the First Party's application (Docket No. 8,436), with such minor alternations 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, together with the amount to be represented by the Grant, will be sufficient to pay all 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 chattel 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 time 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 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 place or 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, insofar as such expenditures have not been previously so 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 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:
- (a) 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, or any Sunday 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 subcontractors; 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 resident 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 prepared 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 the laws and building construction codes of the State, Territory, District and/or municipality in which the work is done, and with any regulations for the protection of workers which 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 of a 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 CONTRACT. 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 provisions of Title I of the Act, or under the President's Reemployment Agreement, shall be used in the work on the Project, except when the Second Party determines that this requirement is not in 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.

(l) 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 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 or 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 this 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 with 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 shall 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 authorization, 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 refernece 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 MEMBERS 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 the payment in full of all costs of 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 FIRST PARTY. The Second Party shall have the right to recind 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 purpose 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 Administratator 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 respectively 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,

By-----  
President.

UNITED STATES OF AMERICA,

By-----  
Federal Emergency Administrator of  
Public Works.

ATTEST:

-----  
Secretary.

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 unit 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 powers vested in it by the Legislature of the State

of Indiana, Chapter 341, Acts of 1913, p. 927, at 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 financing the construction and equipment of said hospital and 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.

MAURICE E. TENNANT,  
Councilman.

The motion was seconded by Mr. Morgan, and passed by the following roll call vote:

Ayes, 5, viz: Mr. Hildebrand, Mr. Houck, Mr. Morgan, Mr. Tennant, Vice-President Welch.

On motion of Mr. Tennant seconded by Mr. Morgan Special Ordinance No. 3, 1934 was ordered engrossed, read a third time and placed upon its passage.

Special Ordinance No. 3, 1934 was read a third time by the Clerk, and passed by the following roll call vote:

Ayes, 5, viz: Mr. Hildebrand, Mr. Houck, Mr. Morgan, Mr. Tennant, Vice-President Welch.

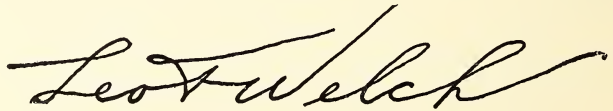
#### MISCELLANEOUS

Mr. Houck announced that the Committee on Public Parks was not ready to report on General Ordinance No. 61, 1934 and asked for further time for consideration of said ordinance which was granted.

Mr. Houck announced that the Committee on Public Parks was not ready to report on Special Ordinance No. 2, 1934, and asked for further time for consideration of said ordinance, which was granted.

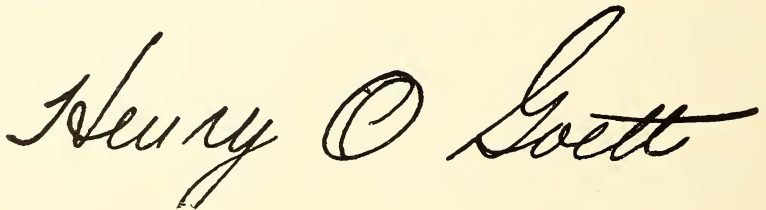
On motion of Mr. Tennant, seconded by Mr. Morgan, the Common Council adjourned at 8:15 p. m.

In Witness Whereof, We have hereunto subscribed our signatures and caused the seal of the City of Indianapolis to be affixed.



Vice-President.

Attest:



City Clerk.

SEAL.