

REGULAR MEETING

Monday, May 20, 1935.
7:30 P. M.

The Common Council of the City of Indianapolis met in the Council Chamber at the City Hall, Monday, May 20, 1935, at 7:30 p. m., in regular session. President Edward B. Raub in the chair.

The Clerk called the roll.

Present: Edward B. Raub, President, and seven members, viz: Theodore Cable, Silas J. Carr, Nannette Dowd, Adolph J. Fritz, William A. Oren, John A. Schumacher, Ross H. Wallace.

Absent: Edward R. Kealing.

The reading of the Journal for the previous meeting was dispensed with on motion of Mr. Fritz, seconded by Mrs. Dowd.

COMMUNICATIONS FROM THE MAYOR

May 8, 1935.

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

Gentlemen:

I have today approved with my signature and delivered to Daniel J. O'Neill, Jr., City Clerk, the following ordinances:

GENERAL ORDINANCE NO. 25, 1935
AS AMENDED

AN ORDINANCE creating and establishing the positions of clerical assistants, Merit Commission, police and firemen's promotion boards and schools in the Board of Public Safety, fixing salaries thereof, authorizing appropriations to pay the same, and fixing a time when the same shall take effect.

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GENERAL ORDINANCE NO. 29, 1935

AN ORDINANCE amending General Ordinance No. 114, 1922, commonly known as the Zoning Ordinance, and fixing a time when the same shall take effect.

GENERAL ORDINANCE NO. 30, 1935

AN ORDINANCE authorizing the Board of Public Safety, or its duly acting purchasing agent, to purchase sufficient parts to build one complete pumper for the Fire Department of the City of Indianapolis.

GENERAL ORDINANCE NO. 31, 1935

AN ORDINANCE ratifying, confirming and approving certain contracts entered into on the 1st day of May, 1935, by and between the City of Indianapolis, acting through its Board of Health and with the approval of its Mayor, and the following contractors, to-wit: The Service Construction Company and Porter, Glore & Glass, Inc., both of the City of Indianapolis, said contracts being in connection with the construction of a new addition to the City Hospital, on the Indianapolis City Hospital grounds, to be known as the Indianapolis Flower Mission Memorial Hospital Building, and fixing a time when the same shall take effect.

APPROPRIATION ORDINANCE NO. 6, 1935
AS AMENDED

AN ORDINANCE appropriating the sum of Three Thousand Nine Hundred Dollars (\$3,900.00) from the anticipated unexpended and unappropriated balance in the general fund for the year 1935, allocating and transferring the same to the budget of the Board of Public Safety, and fixing a time when the same shall take effect.

APPROPRIATION ORDINANCE NO. 8, 1935

AN ORDINANCE creating and establishing, in the Department of Public Safety Office Administration budget, Item 5—Current Charges, Fund 53—Refunds, Awards and Indemnities, appropriating thereto the sum of Four Thousand Dollars (\$4,000) out of the unappropriated and unexpended balance in the general fund for the year 1934, and fixing a time when the same shall take effect.

APPROPRIATION ORDINANCE NO. 9, 1935

AN ORDINANCE appropriating certain monies from the unexpended and unappropriated balance of January 1, 1935, in the General Fund of the Department of Public Parks, to certain numbered funds in the Department of Public Parks, and fixing the time when the same shall take effect.

APPROPRIATION ORDINANCE NO. 10, 1935

AN ORDINANCE appropriating and allocating the sum of One Hundred Nine Thousand Five Hundred Fifty-two Dollars and Eighty-seven Cents (\$109,552.87), received on April 2, 1935, 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 4A of General Ordinance No. 56, 1934, and fixing a time when the same shall take effect.

APPROPRIATION ORDINANCE NO. 11, 1935

AN ORDINANCE appropriating and transferring to the Department of Public Safety, Police Department Fund No. 44-1—General Materials, the sum of Twenty-five Hundred Dollars (\$2500.00) out of the unappropriated and unexpended balance in the Gasoline Tax Fund for the year 1934, and fixing a time when the same shall take effect.

APPROPRIATION ORDINANCE NO. 12, 1935

AN ORDINANCE appropriating and transferring to the Department of Public Safety, Police Department Fund 72—Equipment, the sum of Five Thousand Five Hundred Dollars (\$5500.00) out of the unappropriated and unexpended balance in the general fund for the year 1934, and fixing a time when the same shall take effect.

Respectfully,

JOHN W. KERN,
Mayor.

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COMMUNICATIONS FROM CITY OFFICIALS

May 20, 1935.

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

Gentlemen:

In Re: General Ordinance No. 40, 1935.

Acting under instructions from the City Board of Health, I am directed to submit a bill for an ordinance ratifying, confirming and approving contracts between the Warner Elevator Company, of Cincinnati, Ohio, and Roland M. Cotton Company, of Indianapolis, Indiana, said construction being in connection with the construction of a new addition to the City Hospital, to be known as the Indianapolis Flower Mission Memorial Hospital.

In as much as the Federal Government is anxious to proceed with this work for the reason that it will require employment of additional number of men it is requested that this ordinance be passed under suspension of rules.

Respectfully yours,

H. G. MORGAN.

May 20, 1935.

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

Gentlemen:

In Re: Special Ordinance No. 1, 1935.

Acting under instructions from the City Board of Health, I am directed to submit a bill for an ordinance authorizing and approving the acceptance of a proposed supplemental and additional grant to be made by the United States of America to the City of Indianapolis for the purpose of constructing and equipping a public tuberculosis hospital and a dispensary for the sick poor of said city, approving the terms and conditions of said proposed grant, and fixing a time when this ordinance shall take effect.

Whereas the Federal Government is interested in having the hospital program proceed as rapidly as possible in order to give

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work to the members of the unemployed trades and crafts, it is respectfully requested that this ordinance be passed under suspension of rules.

Respectfully yours,

H. G. MORGAN.

May 20, 1935.

Hon. President and Members
of the Common Council,
City of Indianapolis.

Gentlemen:

The Board of Public Safety has approved General Ordinance No. 39, 1935, requiring the Pennsylvania Railroad Company to establish and maintain safety gates at the intersection of its tracks at Audubon Road, Arlington, Ritter, Downey, Butler and Emerson Avenues, Irvington, and recommends the passage of this ordinance.

Respectfully submitted,

BOARD OF PUBLIC SAFETY,
BLYTHE Q. HENDRICKS,
Executive Secretary.

Mr. Schumacher asked for a recess. The motion was seconded by Mrs. Dowd and the Council recessed at 7:40 p. m.

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

COMMITTEE REPORTS

Indianapolis, Ind., May 20, 1935.

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. 33, 1935, entitled Transferring Funds, Board of

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

ROSS H. WALLACE, Chairman
THEODORE CABLE.
SILAS J. CARR.
ADOLPH J. FRITZ.
NANNETTE DOWD.

Indianapolis, Ind., May 20, 1935.

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. 34, 1935, entitled Transferring funds in Street Commission Department and Legal Department, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

ROSS H. WALLACE, Chairman.
THEODORE CABLE.
SILAS J. CARR.
ADOLPH J. FRITZ.
NANNETTE DOWD.

Indianapolis, Ind., May 20, 1935.

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. 13, 1935, entitled Appropriating \$18,959.00 to Board of Sanitary Commissioners, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

ROSS H. WALLACE, Chairman.
THEODORE CABLE.
SILAS J. CARR.
ADOLPH J. FRITZ.
NANNETTE DOWD.

Indianapolis, Ind., May 20, 1935.

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. 15, 1935, entitled Appropriating \$11,197.25 to Board of Public Safety, and Board of Public Works, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

ROSS H. WALLACE, Chairman.
THEODORE CABLE.
SILAS J. CARR.
ADOLPH J. FRITZ.
NANNETTE DOWD.

Indianapolis, Ind., May 20, 1935.

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. 16, 1935, entitled Appropriating \$199.43 to Gamewell Gas Tax Fund, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

ROSS H. WALLACE, Chairman.
THEODORE CABLE.
SILAS J. CARR.
ADOLPH J. FRITZ.
NANNETTE DOWD.

Indianapolis, Ind., May 20, 1935.

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. 14, 1935, entitled Appropriating \$17.15 to Board of Sanitary Commissioners, beg leave to report that we have

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had said ordinance under consideration, and recommend that the same be passed.

ROSS H. WALLACE, Chairman.
THEODORE CABLE.
SILAS J. CARR.
ADOLPH J. FRITZ.
NANNETTE DOWD.

Indianapolis, Ind., May 20, 1935.

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. 17, 1935, entitled Appropriating \$37.50—Utility District, Fund No. 51, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

ROSS H. WALLACE, Chairman.
THEODORE CABLE.
SILAS J. CARR.
ADOLPH J. FRITZ.
NANNETTE DOWD.

Indianapolis, Ind., May 20, 1935.

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

Gentlemen:

We, your Committee on Public Works, to whom was referred General Ordinance No. 35, 1935, entitled Authorizing purchase of material for Board of Works, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

THEODORE CABLE, Chairman.
ROSS H. WALLACE.
SILAS J. CARR.
WM. A. OREN.
JOHN A. SCHUMACHER.

Indianapolis, Ind., May 20, 1935.

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. 37, 1935, entitled Restoring salaries, Police and Fire Departments, beg leave to report that we have had said ordinance under consideration, and recommend that the same be held for further consideration.

SILAS J. CARR, Chairman.
NANNETTE DOWD.
ROSS H. WALLACE.
WM. A. OREN.
JOHN A. SCHUMACHER.

Indianapolis, Ind., May 20, 1935.

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. 36, 1935, entitled Amending Section 2 of General Ordinance No. 84, 1932, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

SILAS J. CARR, Chairman.
NANNETTE DOWD.
ROSS H. WALLACE.
WM. A. OREN.
JOHN A. SCHUMACHER.

Indianapolis, Ind., May 20, 1935.

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. 21, 1935, entitled Concerning storage of Gasoline, etc., beg leave to report that we have had said ordinance

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under consideration, and recommend that the same be held for further consideration.

SILAS J. CARR, Chairman.
NANNETTE DOWD.
ROSS H. WALLACE.
WM. A. OREN.
JOHN A. SCHUMACHER.

Indianapolis, Ind., May 20, 1935.

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

Gentlemen:

We, your Committee on Law and Judiciary, to whom was referred Appropriation Ordinance No. 18, 1935, entitled Appropriating \$100.00 to City Plan Fund No. 21, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

WM. A. OREN, Chairman.
ROSS H. WALLACE.
THEODORE CABLE.
ADOLPH J. FRITZ.

Indianapolis, Ind., May 20, 1935.

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

Gentlemen:

We, your Committee on Law and Judiciary, to whom was referred General Ordinance No. 32, 1935, entitled Repealing Special Ordinance No. 5, 1933, beg leave to report that we have had said ordinance under consideration, and recommend that the same be held for further consideration.

WM. A. OREN, Chairman.
R. H. WALLACE.
THEODORE CABLE.
ADOLPH J. FRITZ.

Indianapolis, Ind., May 20, 1935.

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

Gentlemen:

We, your Committee on Law and Judiciary, to whom was referred General Ordinance No. 38, 1935, entitled Making 16th Street a thoroughfare from White River to Lafayette Road, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

WM. A. OREN, Chairman.
R. H. WALLACE.
THEODORE CABLE.
ADOLPH J. FRITZ.

INTRODUCTION OF GENERAL ORDINANCES

By the Board of Public Safety:

GENERAL ORDINANCE NO. 39, 1935

AN ORDINANCE requiring the Pennsylvania Railroad Company to establish and maintain safety gates at the intersection of said Railroad Company's tracks with Arlington Avenue, Audubon Road, Ritter Avenue, Downey Avenue, Butler Avenue and Emerson Avenue, in the City of Indianapolis.

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

Section 1. That the Pennsylvania Railroad Company shall establish and install and hereafter maintain safety gates, of the size and character described in Section 2 of this ordinance, at the intersection of said railroad company's tracks with Arlington Avenue, Audubon Road, Ritter Avenue, Downey Avenue, Butler Avenue and Emerson Avenue as all such streets are at present constituted in the City of Indianapolis, which shall be in an operating condition for twenty-four hours of each day.

Section 2. Such gates, when installed shall be so constructed that they will swing outward to a minimum of ninety (90) degrees, so as to prevent the trapping of vehicles between the gates when being lowered to position, and they shall conform to any other speci-

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fication prescribed by the Board of Safety of said City of Indianapolis.

Section 3. For each violation of the provisions of this ordinance the violator shall be fined in any sum not less than ten (\$10.00) dollars nor more than one hundred (\$100.00) dollars, and each day's failure to comply with the regulations hereof shall constitute a separate offense.

Section 4. The provisions of this ordinance shall not repeal any existing ordinances in whole or in part, but shall be supplemental to all existing ordinances.

Section 5. This ordinance shall be in full force and effect from and after its passage, approval by the Mayor and publication as provided by law.

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

By the Board of Health:

GENERAL ORDINANCE NO. 40, 1935

AN ORDINANCE ratifying, confirming and approving certain contracts entered into by and between the City of Indianapolis, acting through its Board of Public Health and with the approval of its Mayor, and the following contractors, to-wit: The Warner Elevator Manufacturing Company, of Cincinnati, Ohio, and Roland M. Cotton Company, of Indianapolis, Indiana, said contracts being in connection with the construction of a new addition to the City Hospital, on the Indianapolis City Hospital grounds, to be known as the Indianapolis Flower Mission Memorial Hospital Building, and the John Maurice Butler Dispensary and Aid to the Sick Poor of Indianapolis, and fixing a time when the same shall take effect.

WHEREAS, the City of Indianapolis, acting through its Board of Public Health and with the approval of its Mayor, entered into certain contracts in connection with the construction of an addition to the City Hospital, to be known as the Indianapolis Flower Mission Memorial Hospital Building, and the John Maurice Butler Dispensary and Aid to the Sick Poor of Indianapolis, which contracts are in the words and figures, as follows

"THIS AGREEMENT, made the 17th day of May in the year Nineteen Hundred and Thirty-five by and between Roland M. Cotton Company, Incorporated, of Indianapolis, Indiana,

hereinafter called the Contractor, and the City of Indianapolis, Indiana, hereinafter called the Owner,

“WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

“Article 1. SCOPE OF THE WORK—The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Specifications entitled Plumbing, Sewering and Water Supply for Indianapolis Flower Mission Memorial Hospital Building and the John Maurice Butler Dispensary and Aid to the Sick Poor of Indianapolis, to be located on the grounds of the Indianapolis City Hospital, Indianapolis, Indiana, prepared by J. Edwin Kopf & Deery, architects and engineers, and J. M. Rotz Engineering Company, Consulting Engineers, both of Indianapolis, Indiana, acting and in these Contract Documents entitled the Architects; and shall do everything required by this Agreement, the Specifications and the Drawings. It is mutually understood and agreed by and between the Parties hereto that the Contractor hereby agrees to furnish to the Owner all materials and labor of every kind needed in the building and construction of, and to build, construct and complete in all its details ready for use by the Owner, all the work for the Plumbing, Sewering and Water Supply for the said Indianapolis Flower Mission Memorial Hospital Building, and the John Maurice Butler Dispensary and Aid to the Sick Poor of Indianapolis, exclusive of the General Construction, Heating and Ventilating, Electrical Wiring and Elevator Installations. It is further mutually understood that all Alternate Bids have been and are hereby rejected except Alternate Number 1, and that the Contract Sum set out in Article 3, hereinafter, includes the said Alternate Number 1.

“Article 2. TIME OF COMPLETION—The Contractor shall proceed with the work included in this Contract in a prompt and diligent manner and shall entirely finish the same according to the Drawings and Specifications within seven (7) months after signing of the Contract, and in default thereof the Contractor shall pay the Owner the sum of fifty dollars (\$50.00) for each and every day thereafter that the said work shall remain unfinished, as and for liquidated damages.

“Article 3. THE CONTRACT SUM—The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current

funds, the sum of Twelve Thousand eight hundred and twenty-six dollars (\$12,826.00).

“Article 4. PROGRESS PAYMENTS—Each month when payments are due during the progress of the work the Architect will issue to the Contractor a certificate addressed to the Owner showing that the Contractor is entitled to a payment on account of part of the Contract Price; such certificate to be eighty-five (85) percent of the Contract value of labor and material, due and payable, that are then in the work and permanently in place in the building, as estimated by the Architect, and the Owner will pay to the Contractor the amount of each such estimate within approximately ten (10) days after receipt of the Architect’s certificate. The unpaid balance of the Contract Price will be paid by the Owner to the Contractor within sixty-five (65) days after the Architect has certified to the Owner that the Contractor has fully and faithfully completed his Contract including all additional work authorized by the Owner, agreeably to the Drawings and Specifications and to the satisfaction of the Architect and the Owner, and upon the Contractor giving a sufficient release, accompanied by an affidavit to the Owner showing to the Owner’s satisfaction, that he has fully paid all sub-contractors, suppliers, laborers and materialmen whose labor or material has entered into the work and that all claims and demands whatsoever growing in any manner out of this Contract are fully and completely satisfied. No payments will be made on account of materials delivered or stored on the site but not permanently incorporated in the work. Monthly certificates will be issued after a showing to the Owner, by properly receipted bills, that such percentage of the Contractor’s obligation up to that month period have been duly discharged.

“Article 5. MAINTENANCE BY CONTRACTOR—The Contractor shall remove and replace any defective or unsuitable materials, equipment, or structures, at the expense of the Contractor, which may be apparent or which may develop within a period of one (1) year after the final acceptance of the work by the Owner, and which may result from inferior workmanship of the Contractor.

“Article 6. THE CONTRACT DOCUMENTS—The Specifications and the Drawings, identified by the initialed signatures of both parties hereto, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if

hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings:

THE SPECIFICATIONS:

Notice to Contractors, Pages B, C, D.

Instructions to Bidders, Pages E to J, inclusive.

Section 1—General Conditions of the Contract, Pages K and L.

Section 2—Supplementary General Conditions, Pages M to V, inclusive.

Specifications for Plumbing, Sewering and Water Supply, Pages 1 to 10, inclusive, and Pages 34 to 66, both inclusive.

Addenda—Bulletin No. 1 (Issued April 20, 1935)—6 pages.

Copy of Letter of Federal Emergency Administration, of Public Works, State Engineer, to Board of Health of the City of Indianapolis, dated April 18, 1935—3 pages.

Copy of Letter of The Marion County Building Trades Council, Indianapolis, Indiana, to Mr. J. Edwin Kopf, dated April 19, 1935, one page.

Construction Regulations, 4 pages.

United States Government Form No. P. W. A. 61, signed by Contractor.

THE DRAWINGS:

Drawings for Plumbing, Sewering and Water Supply, Sheets Numbered 1 to 7, inclusive.

“IN WITNESS WHEREOF, the Parties hereto have executed this agreement, the day and year first above written:

ROLAND M. COTTON CO.

By ROLAND M. COTTON, *Sec.-Treas.* (SEAL)

BOARD OF PUBLIC HEALTH, CITY OF INDIANAPOLIS

By M. JOSEPH BARRY, (SEAL)

President

L. A. ENSMINGER

DR. CLARKE ROGERS

FRANK I. LAIRD

ATTEST:

Members

H. G. MORGAN,
Secretary.

APPROVED:

JOHN W. KERN,
Mayor, City of Indianapolis;" and

"THIS AGREEMENT made the 17th day of May in the year Nineteen Hundred and Thirty-five by and between Roland M. Cotton Company, Incorporated, of Indianapolis, Indiana, hereinafter called the Contractor, and the City of Indianapolis, Indiana, hereinafter called the Owner,

"WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

"Article 1. SCOPE OF THE WORK—The Contractor shall furnish all the materials and perform all of the work shown on the Drawings and described in the Specifications entitled Heating and Ventilating for Indianapolis Flower Mission Memorial Hospital Building and the John Maurice Butler Dispensary and Aid to the Sick Poor of Indianapolis, to be located on the grounds of the Indianapolis City Hospital, Indianapolis, Indiana, prepared by J. Edwin Kopf & Deery, Architects & Engineers, and J. M. Rotz Engineering Company, Consulting Engineers, both of Indianapolis, Indiana, acting and in these Contract Documents entitled the Architects; and shall do everything required by this Agreement, the Specifications and Drawings. It is mutually understood and agreed by and between the parties hereto that the Contractor hereby agrees to furnish to the Owner all materials and labor of every kind needed in the building and construction of, and to build, construct and complete in all its details ready for use by the Owner, all the work for the Heating and Ventilating for the said Indianapolis Flower Mission Memorial Hospital Building and the John Maurice Butler Dispensary and Aid to the Sick Poor of Indianapolis, exclusive of the General Construction, Plumbing, Electrical Wiring and Elevator Installations. It is further mutually understood that all Alternate Bids have been and are hereby rejected except Alternates Numbered 2, 3 and 4, and that the Contract Sum set out in Article 3, hereinafter, includes the said Alternates Numbered 2, 3 and 4.

"Article 2. TIME OF COMPLETION—The Contractor shall proceed with the work included in this Contract in a

prompt and diligent manner and shall entirely finish the same according to the Drawings and Specifications within seven (7) months after signing of the Contract, and in default thereof the Contractor shall pay the Owner the sum of fifty dollars (\$50.00) for each and every day thereafter that the said work shall remain unfinished, as and for liquidated damages.

"Article 3. THE CONTRACT SUM—The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds, the sum of Eleven Thousand Seven Hundred and Sixty-three Dollars (\$11,763.00).

"Article 4. PROGRESS PAYMENTS—Each month when payments are due during the progress of the work the Architect will issue to the Contractor a certificate addressed to the Owner showing that the Contractor is entitled to a payment on account of part of the Contract Price; such certificate to be eighty-five (85) percent of the Contract value of labor and materials, due and payable, that are then in the work and permanently in place in the building, as estimated by the Architect, and the Owner will pay to the Contractor the amount of each such estimate within approximately ten (10) days after receipt of the Architect's certificate. The unpaid balance of the Contract Price will be paid by the Owner to the Contractor within sixty-five (65) days after the Architect has certified to the Owner that the Contractor has fully and faithfully completed his Contract including all additional work authorized by the Owner, agreeably to the Drawings and Specifications and to the satisfaction of the Architect and Owner, and upon the Contractor giving a sufficient release, accompanied by an affidavit to the Owner showing to the Owner's satisfaction, that he has fully paid all sub-contractors, suppliers, laborers and materialmen whose labor or material has entered into the work and that all claims and demands whatsoever growing in any manner out of this Contract are fully and completely satisfied. No payments will be made on account of materials delivered or stored on the site but not permanently incorporated in the work. Monthly certificates will be issued after a showing to the Owner, by properly receipted bills, that such percentage of the Contractor's obligations up to that month period have been duly discharged.

"Article 5. MAINTENANCE BY CONTRACTOR—The Contractor shall remove and replace any defective or unsuit-

able materials, equipment, or structures, at the expense of the Contractor, which may be apparent or which may develop within a period of one (1) year after the final acceptance of the work by the Owner, and which may result from inferior workmanship of the Contractor.

“Article 6. THE CONTRACT DOCUMENTS—The Specifications and the Drawings, identified by the initialed signatures of both parties hereto, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings:

THE SPECIFICATIONS:

Notice to Contractors, Pages B, C, D.

Instructions to Bidders, Pages E to J, inclusive.

Section 1—General Conditions of the Contract, Pages K and L.

Section 2—Supplementary General Conditions, Pages M to V, inclusive.

Specifications for Heating and Ventilating, Pages 1 to 33-D, inclusive.

Addenda—Bulletin No. 1 (Issued April 20, 1935)—6 pages.

Copy of Letter of Federal Emergency Administration of Public Works, State Engineer, to Board of Health of the City of Indianapolis, dated April 18, 1935—3 pages.

Copy of letter of The Marion County Building Trades Council, Indianapolis, Indiana, to Mr. J. Edwin Kopf, dated April 19, 1935—1 page.

Construction Regulations, 4 pages.

United States Government Form No. P. W. A. 61, signed by Contractor.

THE DRAWINGS:

Drawings for Heating and Ventilating, Sheets Numbered 1 to 7, inclusive.

"IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

ROLAND M. COTTON CO.,
By ROLAND M. COTTON, Sec.-Treas. (SEAL)

BOARD OF PUBLIC HEALTH, CITY OF INDIANAPOLIS

By M. JOSEPH BARRY,
President
L. A. ENSMINGER
DR. CLARKE ROGERS
FRANK I. LAIRD

ATTEST: Members

H. G. MORGAN,
Secretary. (SEAL)

APPROVED:

JOHN W. KERN,
Mayor, City of Indianapolis;" and

"THIS AGREEMENT made the 4th day of May in the year Nineteen Hundred and Thirty-five by and between The Warner Elevator Manufacturing Company, a Corporation of Cincinnati, Ohio, hereinafter called the Contractor, and the City of Indianapolis, Indiana, hereinafter called the Owner,

"WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

"Article 1. SCOPE OF THE WORK—The Contractor shall furnish all of the materials and perform all of the work shown in the Specifications entitled Elevator and Elevator Doors, Indianapolis Flower Mission Memorial Hospital Building and the John Maurice Butler Dispensary and Aid to the Sick Poor of Indianapolis, to be located on the grounds of the Indianapolis City Hospital, Indianapolis, Indiana, prepared by J. Edwin Kopf & Deery, Architects and Engineers of Indianapolis, Indiana, acting and in these Contract Documents entitled the Architects; and shall do everything required by this Agreement and the Specifications. It is mutually understood and agreed by and between the parties hereto that the Contractor hereby agrees to furnish to the Owner all materials and labor of every kind needed in the building and construction of, and to build, construct and complete in all its details ready for use by the Owner, all the work for the Elevator and Elevator Doors

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of the said Indianapolis Flower Mission Memorial Hospital Building and the John Maurice Butler Dispensary and Aid to the Sick Poor of Indianapolis, exclusive of the General Construction, Plumbing, Heating and Ventilation and General Building Electrical Wiring Installations.

“Article 2. TIME OF COMPLETION—The Contractor shall proceed with the work included in this Contract in a prompt and diligent manner and shall entirely finish the same according to the Specifications within seven (7) months after signing of the Contract, and in default thereof the Contractor shall pay the Owner the sum of fifty dollars (\$50.00) for each and every day thereafter that the said work shall remain unfinished, as and for liquidated damages.

“Article 3. THE CONTRACT SUM—The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds, the sum of Forty-six Hundred Dollars (\$4,600.00).

“Article 4. PROGRESS PAYMENTS—Each month when payments are due during the progress of the work the Architect will issue to the Contractor a certificate addressed to the Owner showing that the Contractor is entitled to a payment on account of part of the Contract Price; such certificate to be eighty-five (85) percent of the Contract value; of labor and material, due and payable, that are then in the work and permanently in place in the building, as estimated by the Architect, and the Owner will pay to the Contractor the amount of each such estimate within approximately ten (10) days after receipt of the Architect's certificate. The unpaid balance of the Contract Price will be paid by the Owner to the Contractor within sixty-five (65) days after the Architect has certified to the Owner that the Contractor has fully and faithfully completed his Contract including all additional work authorized by the Owner, agreeably to the Specifications and to the satisfaction of the Architect and the Owner, and upon the Contractor giving a sufficient release, accompanied by an affidavit to the Owner showing to the Owner's satisfaction, that he has fully paid all sub-contractors, suppliers, laborers and materialmen whose labor or material has entered into the work and that all claims and demands growing in any manner out of this Contract are fully and completely satisfied. No payments will be made on account of materials delivered or stored on the site but not permanently incorporated in the work. Monthly certificates will be issued after a showing by the Owner, by properly re-

cepted bills, that such percentage of the Contractor's obligations up to that month period have been duly discharged.

"Article 5. MAINTENANCE BY CONTRACTOR—The Contractor shall remove and replace any defective or unsuitable materials, equipment, or structures, at the expense of the Contractor, which may be apparent or which may develop within a period of one (1) year after the final acceptance of the work by the Owner, and which may result from inferior workmanship of the Contractor.

"Article 6. THE CONTRACT DOCUMENTS—The Specifications identified by the initialed signatures of both parties hereto, together with this Agreement, form the Contract, the said Specifications are as fully a part of the Contract as if hereto attached or herein repeated.

"The following is an enumeration of the Specifications:

THE SPECIFICATIONS:

Notice to Contractors, Pages B, C, D.

Instructions to Bidders, Pages E to J, inclusive.

Section 1—General Conditions of the Contract, Pages K and L.

Section 2—Supplementary General Conditions, Pages M to V, inclusive.

Specifications for Elevator and Elevator Doors, Pages 1 to 19, inclusive.

Copy of Letter of Federal Emergency Administration of Public Works, State Engineer, to Board of Health of the City of Indianapolis, dated April 18, 1935—3 pages.

Copy of Letter of The Marion County Building Trades Council, Indianapolis, Indiana, to Mr. J. Edwin Kopf, dated April 19, 1935, one page.

Construction Regulations, 4 pages.

United States Government Form No. P. W. A. 61, signed by Contractor.

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"IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

THE WARNER ELEVATOR MFG. CO.

J. W. ATKINS, Sec'y-Treas. (SEAL)
F. G. HENKLE, Agent.

BOARD OF PUBLIC HEALTH, CITY OF INDIANAPOLIS

M. JOSEPH BARRY, (SEAL)
President

L. A. ENSMINGER
DR. CLARKE ROGERS
FRANK I. LAIRD

ATTEST: Members

H. G. MORGAN,
Secretary.

APPROVED:

JOHN W. KERN,
Mayor, City of Indianapolis;" and

WHEREAS, the Board of Public Health has at its disposal sufficient funds, by virtue of a gift from the Indianapolis Flower Mission and a grant by the Federal Government, as provided for in Special Ordinance No. 3, 1934, and the proceeds of certain trust funds as accepted under the terms of Special Ordinance No. 8, 1929, which ordinance concerns the trust funds of the Butler Snow bequest to the Board of Public Health of the City of Indianapolis, which, taken together, comprise sufficient funds for the erection and construction of said building; and that the City of Indianapolis and the contractors are ready to commence construction under the foregoing contracts; NOW,

THEREFORE,

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

Section 1. That the contracts hereinbefore set out be and the same are in all things hereby ratified, confirmed and approved.

Section 2. 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 and Charities.

INTRODUCTION OF SPECIAL ORDINANCES

By the Board of Health:

SPECIAL ORDINANCE NO. 1, 1935

AN ORDINANCE authorizing and approving the acceptance of a proposed supplemental and additional grant to be made by the United States of America to the City of Indianapolis for the purpose of constructing and equipping a public tuberculosis hospital and a dispensary for the sick poor of said city, approving the terms and conditions of said proposed grant, and fixing a time when this 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 for a dispensary and aid to the sick poor of said city; and

WHEREAS, the city has now under way a project of this nature to be erected on the Indianapolis City Hospital grounds, to be known as the Indianapolis Flower Mission Memorial Hospital Building and the John Maurice Butler Dispensary and Aid to the Sick Poor of Indianapolis; and

WHEREAS, the United States of America has approved a grant to the City of Indianapolis to add to and supplement a grant already accepted by the city under the terms of Special Ordinance No. 3, 1934, the terms and conditions of which added and supplemental grant agreement are as follows:

“GRANT AGREEMENT between the CITY OF INDIANAPOLIS, (MARION COUNTY, INDIANA) and the UNITED STATES OF AMERICA. P. W. A. Docket No. 8436-A.

“1. PURPOSE OF AGREEMENT. Subject to the terms and conditions of this Grant Agreement (herein called the ‘Agreement’) the United States of America (herein called the ‘Government’) will, by grant, aid the City of Indianapolis, (Marion County, Indiana, herein called the ‘Grantee’) in financing a project (herein called the ‘Project’) consisting of the construction and equipment of a 3-story, basement and sub-basement fireproof hospital building, to be known as the Flower Mission Hospital, all pursuant to the Grantee’s application (herein called the ‘Application’), P. W. A. Docket No. 8436-A, Title II

of the National Industrial Recovery Act (herein called the 'Act') and the Constitution and Statutes of the State of Indiana (herein called the 'State').

"2. AMOUNT OF GRANT. The Government will make and the Grantee will accept a grant (herein called the 'Grant') in an amount equal to 30 per centum of the cost of the labor and materials employed upon the Project. In no event shall the Grant be in excess of \$12,500. The determination by the Federal Emergency Administrator of Public Works (herein called the 'Administrator') of the cost of the labor and materials employed upon the Project shall be conclusive.

"3. GRANT REQUISITIONS. From time to time after the execution of this Agreement, the Grantee may file a requisition with the Government requesting the Government to make a payment on account of the Grant. Each requisition shall be accompanied by such documents as may be requested by the Administrator (a requisition together with such documents being herein collectively called a 'Requisition').

"4. GRANT PAYMENT. If a Requisition requesting the Government to make a payment on account of the Grant is satisfactory in form and substance to the Administrator, the Government will pay to the Grantee at such place or places as the Administrator may designate, against delivery by the Grantee of its receipt therefor, a sum of money equal to the difference between the aggregate amount previously paid on account of the Grant, and

- (a) 25 per centum of the cost of the labor and materials shown in the Requisition to have been employed upon the Project if the Requisition shows that the Project has not been completed, or
- (b) 30 per centum of the cost of such labor and materials if the Requisition shows that the Project has been completed and that all costs incurred in connection therewith have been determined.

"5. GRANT ADVANCES. At any time after the execution of this Agreement the Government may, upon request of the Grantee, if in the judgment of the Administrator the circumstances so warrant, make advances to the Grantee on account of the Grant, but such advances shall not be in excess of 30 per centum of the cost of the labor and materials to be employed upon the Project, as estimated by the Administrator.

"6. DEPOSIT OF GRANT; CONSTRUCTION ACCOUNTS. The Grantee shall deposit the Grant promptly upon receipt thereof, and all funds which will be required in addition to the Grant to complete the Project, in a separate account or accounts (each of such separate accounts herein called a 'Construction Account'), in a bank or banks which are members of the Federal Reserve System and of the Federal Deposit Insurance Corporation and which shall be satisfactory at all times to the Administrator.

"7. DISBURSEMENT OF MONIES IN CONSTRUCTION ACCOUNTS. The Grantee shall expend the monies in a Construction Account only for such purposes as shall have been previously specified in Requisitions filed with the Government and as shall have been approved by the Administrator. Any monies remaining unexpended in any Construction Account after the completion of the Project shall be used to meet obligations (including bonds or other indebtedness) incurred in connection with the construction of the Project. When there are no longer any such obligations outstanding the Grantee may use such monies for any other purpose.

"8. OTHER FINANCIAL AID FROM THE GOVERNMENT. If the Grantee shall receive any funds directly or indirectly from the Government or any agency or instrumentality thereof, other than the Grant, to aid in financing the construction of the Project, to the extent that such funds are so received the Grant shall be reduced.

"9. CONSTRUCTION OF PROJECT. As soon as practicable after the execution of the Agreement, the Grantee (unless it has already done so) shall commence or cause to be commenced the construction of the Project, and the Grantee shall thereafter continue such construction or cause it to be continued to completion with all practicable dispatch, in an efficient and economical manner, at a reasonable cost and in accordance with the provisions of this Agreement, plans, drawings, specifications and construction contracts which shall be satisfactory to the Administrator, and under such engineering supervision and inspection as the Administrator may require. Except with the written consent of the Administrator, no materials or equipment for the Project shall be purchased by the Grantee subject to any chattel mortgage, or any conditional sale or title retention agreement.

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"10. COMPLETION OF PROCEEDINGS. As soon as practicable after the execution of this Agreement, the Grantee (unless it has already done so) shall obtain, or will take proceedings appropriate to obtain funds, which, together with the Grant, will be sufficient to pay all costs of constructing the Project.

"11. CONSTRUCTION WORK. All work on the Project shall be done subject to the rules and regulations adopted by the Administrator to carry out the purposes and control the administration of the Act. By the act of executing this Agreement the Grantee acknowledges receipt of a copy of the rules and regulations set out in Bulletin No. 2, Non-Federal Projects, revised March 1, 1935, entitled 'P. W. A. REQUIREMENTS as to BIDS, CONTRACTORS' BONDS, AND CONTRACT, WAGE AND LABOR PROVISIONS AND GENERAL INSTRUCTIONS as to APPLICATIONS AND LOANS AND GRANTS', and covenants that said rules and regulations, with all blank spaces filled in as provided in said Bulletin, (the word 'Borrower' as used therein being construed as meaning 'Grantee') will be incorporated verbatim in ALL CONSTRUCTION CONTRACTS for work on the Project.*

"12. FORCE ACCOUNT. All construction work on the Project shall be done under contract, provided, however, that if prices in the bids are excessive, the Grantee reserves the right, anything in this Agreement to the contrary notwithstanding, to apply to the Administrator for permission to do all or any part of the Project on a force account basis.

"13. RESTRICTION AS TO CONTRACTORS. The Grantee shall receive no bid from any contractor, nor permit any contractor to receive any bid from any sub-contractor, who has not signed U. S. Government Form No. P. W. A. 61, revised March, 1934.

"14. BONDS AND INSURANCE. Construction contracts shall be supported by adequate surety or other bonds or security satisfactory to the Administrator for the protection of the Grantee, or materialmen, and of labor employed on the Project or any part thereof. The Contractor under any construction contract shall be required to provide public liability insurance in an amount satisfactory to the Administrator.

"15. INFORMATION. During the construction of the Project the Grantee shall furnish to the Government all such information and data as the Administrator may request as to the construction, cost and progress of the work.

"16. REPRESENTATIONS AND WARRANTIES. The Grantee represents and warrants as follows:

- (a) LITIGATION. No litigation or other proceedings are now pending or threatened which might adversely affect the construction and operation of the Project, or the financial condition of the Grantee;

"* Particular care should be taken by the Grantee that in all construction contracts *the following words* are inserted in the blank space in Paragraph 3 (a) (1) of the rules and regulations: the City of Indianapolis and/or Marion County, and *the following words* are inserted in the blank space in Paragraph 3 (a) (2) of the rules and regulations: the State of Indiana.

- (b) FINANCIAL CONDITION. The character of the assets and the financial condition of the Grantee are as favorable as at the date of the Grantee's most recent financial statement, furnished to the Government as a part of the Application, and there have been no changes in the character of its assets or in its financial condition except such changes as are necessary and incidental to the ordinary and usual conduct of the Grantee's affairs;
- (c) FEES AND COMMISSIONS. It has not paid and does not intend to pay any bonus, fee or commission in order to secure the Grant hereunder;
- (d) AFFIRMATION. Every statement contained in this Agreement, in the Application, and in any supplement thereto or amendment thereof, and in any other document submitted to the Government is correct and complete, and no relevant fact materially affecting the Grant or the Project, or any of the duties or obligations of the Grantee under this Agreement has been omitted therefrom.

"17. EXPENSES. The Government shall be under no obligation to pay any costs, charges or expenses incident to compliance with any of the duties or obligations of the Grantee under this Agreement including, without limiting the generality of the foregoing, any legal, engineering or accounting costs, charges or expenses incurred by the Grantee.

"18. **WAIVER.** Any provisions of this Agreement may be waived or amended with the consent of the Grantee and the written approval of the Administrator, without the execution of a new or supplemental agreement.

"19. **INTEREST OF MEMBER OF CONGRESS.** No Member or Delegate to the Congress of the United States of America shall be admitted to any share or part of this Agreement, or to any benefit to arise thereupon.

"20. **NAMING OF PROJECT.** The Project shall never be named except with the written consent of the Administrator.

"21. **INSURANCE ON PROJECT.** The Grantee shall, during the life of the Project, maintain proper and adequate insurance thereon.

"22. **UNDUE DELAY BY THE GRANTEE.** If in the opinion of the Administrator, which shall be conclusive, the Grantee shall delay for an unreasonable time in carrying out any of the duties or obligations to be performed by it under the terms of this Agreement, the Administrator may cancel this Agreement.

"23. **CONDITIONS PRECEDENT TO THE GOVERNMENT'S OBLIGATIONS.** The Government shall be under no obligation to make any part of the Grant:

- (a) **FINANCIAL CONDITION AND BUDGET.** If, in the judgment of the Administrator, the financial condition of the Grantee shall have changed unfavorably in a material degree from its condition as theretofore represented to the Government, or the Grantee shall have failed to balance its budget satisfactorily or shall have failed to take action reasonably designed to bring the ordinary current expenditures of the Grantee within the prudently estimated revenues thereof;
- (b) **COST OF PROJECT.** If the Administrator shall not be satisfied that the Grantee will be able to complete the Project for the sum of \$41,016 additional, or that the Grantee will be able to obtain, in a manner satisfactory to the Administrator, any additional funds which the Administrator shall estimate to be necessary to complete the Project;

- (c) COMPLIANCE. If the Administrator shall not be satisfied that the Grantee has complied with all the provisions contained in this Agreement theretofore to be complied with by the Grantee;
- (d) LEGAL MATTERS. If the Administrator shall not be satisfied as to all legal matters and proceedings affecting the Grant or the Project;
- (e) REPRESENTATIONS. If any representation made by the Grantee in this Agreement or in the Application or in any supplement thereto or amendment thereof, or in any document submitted to the Government by the Grantee shall be found by the Administrator to be incorrect or incomplete in any material respect.

"This Agreement shall be binding upon the parties hereto when a copy thereof, duly executed by the Grantee and the Government, shall have been received by the Grantee. This Agreement shall be governed by and construed in accordance with the laws of the State. If any provision of this Agreement shall be invalid in whole or in part, to the extent it is not invalid it shall be valid and effective and no such invalidity shall affect, in whole or in part, the validity and effectiveness of any other provision of this Agreement or the rights or obligations of the parties hereto, provided, however, that in the opinion of the Administrator, the Agreement does not then violate the terms of the Act.

"IN WITNESS WHEREOF, the Grantee and the Government have respectively caused this Agreement to be duly executed as of.....

BOARD OF PUBLIC HEALTH
 CITY OF INDIANAPOLIS,
 (MARION COUNTY, INDIANA),

By.....
 President

.....

Members

ATTEST:

.....

Secretary

(SEAL)

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APPROVED:

.....
 Mayor, City of Indianapolis

UNITED STATES OF AMERICA

By.....
 Federal Emergency Administrator
 of Public Works"; and

WHEREAS, the Board of Public Health of the City of Indianapolis, pursuant to the power vested in it by the legislature of the State of Indiana, Acts of 1913, Chapter 34, page 927, at a regular meeting of said board, held at 6:00 o'clock p. m., May 17, 1935, at the City Hospital, at Indianapolis, Indiana, adopted a resolution agreeing, on behalf of the City of Indianapolis, to accept the said grant from the United States of America, subject to all the terms and conditions of said grant;

NOW, THEREFORE,

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

Section 1. That the action of the Board of Public Health of the City of Indianapolis, in agreeing to accept, for and on behalf of said city, said proposed additional and supplemental grant from the United States of America of funds to assist the financing of the construction and equipment of said hospital and dispensary, be and the same is hereby in all things confirmed and approved.

Section 2. That the Board of Public Health of the City of Indianapolis, and any other proper authorities of said city, are hereby authorized, for and on behalf of said city, to enter into any and all agreements and to do all other things as may be necessary or desirable in the opinion of said board, to carry out and comply with the terms and conditions of the grant agreement of the United States of America.

Section 3. 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 and Charities.

ORDINANCES ON SECOND READING

Mr. Wallace called for General Ordinance No. 33, 1935, for second reading. It was read a second time.

On motion of Mr. Wallace, seconded by Mr. Carr, General Ordinance No. 33, 1935, was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 33, 1935, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Cable, Mr. Carr, Mrs. Dowd, Mr. Fritz, Mr. Oren, Mr. Schumacher, Mr. Wallace, President Raub.

Mr. Wallace called for General Ordinance No. 34, 1935, for second reading. It was read a second time.

On motion of Mr. Wallace, seconded by Mr. Carr, General Ordinance No. 34, 1935, was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 34, 1935, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Cable, Mr. Carr, Mrs. Dowd, Mr. Fritz, Mr. Oren, Mr. Schumacher, Mr. Wallace, President Raub.

Mr. Wallace called for Appropriation Ordinance No. 13, 1935, for second reading. It was read a second time.

On motion of Mr. Wallace, seconded by Mr. Carr, Appropriation Ordinance No. 13, 1935, was ordered engrossed, read a third time and placed upon its passage.

Appropriation Ordinance No. 13, 1935, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Cable, Mr. Carr, Mrs. Dowd, Mr. Fritz, Mr. Oren, Mr. Schumacher, Mr. Wallace, President Raub.

Mr. Wallace called for Appropriation Ordinance No. 14, 1935, for second reading. It was read a second time.

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On motion of Mr. Wallace, seconded by Mr. Carr, Appropriation Ordinance No. 14, 1935, was ordered engrossed, read a third time and placed upon its passage.

Appropriation Ordinance No. 14, 1935, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Cable, Mr. Carr, Mrs. Dowd, Mr. Fritz, Mr. Oren, Mr. Schumacher, Mr. Wallace, President Raub.

Mr. Wallace called for Appropriation Ordinance No. 15, 1935, for second reading. It was read a second time.

On motion of Mr. Wallace, seconded by Mr. Carr, Appropriation Ordinance No. 15, 1935, was ordered engrossed, read a third time and placed upon its passage.

Appropriation Ordinance No. 15, 1935, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Cable, Mr. Carr, Mrs. Dowd, Mr. Fritz, Mr. Oren, Mr. Schumacher, Mr. Wallace, President Raub.

Mr. Wallace called for Appropriation Ordinance No. 16, 1935, for second reading. It was read a second time.

On motion of Mr. Wallace, seconded by Mr. Carr, Appropriation Ordinance No. 16, 1935, was ordered engrossed, read a third time and placed upon its passage.

Appropriation Ordinance No. 16, 1935, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Cable, Mr. Carr, Mrs. Dowd, Mr. Fritz, Mr. Oren, Mr. Schumacher, Mr. Wallace, President Raub.

Mr. Wallace called for Appropriation Ordinance No. 17, 1935, for second reading. It was read a second time.

On motion of Mr. Wallace, seconded by Mr. Carr, Appropriation Ordinance No. 17, 1935, was ordered engrossed, read a third time and placed upon its passage.

Appropriation Ordinance No. 17, 1935, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Cable, Mr. Carr, Mrs. Dowd, Mr. Fritz, Mr. Oren, Mr. Schumacher, Mr. Wallace, President Raub.

Mr. Oren called for Appropriation Ordinance No. 18, 1935, for second reading. It was read a second time.

On motion of Mr. Oren, seconded by Mr. Wallace, Appropriation Ordinance No. 18, 1935, was ordered engrossed, read a third time and placed upon its passage.

Appropriation Ordinance No. 18, 1935, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Cable, Mr. Carr, Mrs. Dowd, Mr. Fritz, Mr. Oren, Mr. Schumacher, Mr. Wallace, President Raub.

Mr. Oren called for General Ordinance No. 38, 1935, for second reading. It was read a second time.

On motion of Mr. Oren, seconded by Mr. Carr, General Ordinance No. 38, 1935, was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 38, 1935, was read a third time by the Clerk and passed by the following roll call vote.

Ayes, 8, viz: Mr. Cable, Mr. Carr, Mrs. Dowd, Mr. Fritz, Mr. Oren, Mr. Schumacher, Mr. Wallace, President Raub.

Mr. Cable called for General Ordinance No. 35, 1935, for second reading. It was read a second time.

On motion of Mr. Cable, seconded by Mr. Wallace, General Ordinance No. 35, 1935, was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 35, 1935, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Cable, Mr. Carr, Mrs. Dowd, Mr. Fritz, Mr. Oren, Mr. Schumacher, Mr. Wallace, President Raub.

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Mr. Carr called for General Ordinance No. 36, 1935, for second reading. It was read a second time.

On motion of Mr. Carr, seconded by Mrs. Dowd, General Ordinance No. 36, 1935, was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 36, 1935, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Cable, Mr. Carr, Mrs. Dowd, Mr. Fritz, Mr. Oren, Mr. Schumacher, Mr. Wallace, President Raub.

Mr. Fritz asked for the suspension of the rules for further consideration and passage of General Ordinance No. 40, 1935, and Special Ordinance No. 1, 1935. The motion was seconded by Mr. Carr and passed by the following roll call vote.

Ayes, 8, viz: Mr. Cable, Mr. Carr, Mrs. Dowd, Mr. Fritz, Mr. Oren, Mr. Schumacher, Mr. Wallace, President Raub.

The rules were suspended.

The Council reverted to a previous order of business.

COMMITTEE REPORTS

Indianapolis, Ind., May 20, 1935.

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

Gentlemen:

We, your committee on Public Health and Charities, to whom was referred General Ordinance No. 40, 1935, entitled Ratifying, confirming and approving certain contracts between the City of Indianapolis and Warner Elevator Manufacturing Co., and the Roland M. Cotton

Company, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed under suspension of the rules.

ADOLPH J. FRITZ, Chairman.
THEODORE CABLE.
NANNETTE DOWD.
WILLIAM A. OREN.

Indianapolis, Ind., May 20, 1935.

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

Gentlemen:

We, your committee on Public Health and Charities, to whom was referred Special Ordinance No. 1, 1935, entitled Authorizing and approving the acceptance of a grant by the United States of America to the City of Indianapolis, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed under suspension of the rules.

ADOLPH J. FRITZ, Chairman,
THEODORE CABLE.
NANNETTE DOWD.
WM. A. OREN.

ORDINANCES ON SECOND READING

Mr. Fritz called for General Ordinance No. 40, 1935, for second reading. It was read a second time.

On motion of Mr. Fritz, seconded by Mr. Carr, General Ordinance No. 40, 1935, was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 40, 1935, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Cable, Mr. Carr, Mrs. Dowd, Mr. Fritz, Mr. Oren, Mr. Schumacher, Mr. Wallace, President Raub.

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Mr. Fritz called for Special Ordinance No. 1, 1935, for second reading. It was read a second time.

On motion of Mr. Fritz, seconded by Mr. Oren, Special Ordinance No. 1, 1935, was ordered engrossed, read a third time and placed upon its passage.

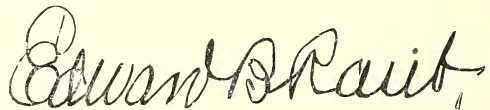
Special Ordinance No. 1, 1935, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 8, viz: Mr. Cable, Mr. Carr, Mrs. Dowd, Mr. Fritz, Mr. Oren, Mr. Schumacher, Mr. Wallace, President Raub.

On motion of Mr. Wallace, seconded by Mr. Schumacher, the Common Council adjourned at 8:35 p. m.

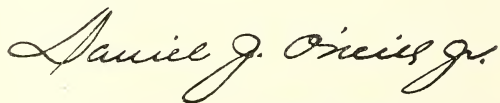
We hereby certify that the above and foregoing is a full, true and complete record of the proceedings of the Common Council of the City of Indianapolis, held on the 20th day of May, 1935, at 7:30 p. m.

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



President.

Attest:



City Clerk.

(SEAL)