

REGULAR MEETING.

COUNCIL CHAMBER, CITY OF INDIANAPOLIS, IND.

Monday, November 15, 1920.

The Common Council of the City of Indianapolis met in the Council Chamber, Monday evening, November 15, 1920, at 7:30 o'clock in regular session, President G. G. Schmidt in the chair.

Present: The Hon. G. G. Schmidt, President of the Common Council, and seven (7) members, viz.: Messrs. Brown, Furniss, Kirsch, Miller, Peake, Pettijohn and Willson.

Absent: Mr. Carnefix.

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

COMMUNICATIONS FROM THE MAYOR.

November 4th, 1920.

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

Gentlemen:—I have this day signed and returned to George O. Hutsell, General Ordinance No. 91—fixing the salary of the Executive Secretary of the Board of Public Safety.

Yours very truly,

CHARLES W. JEWETT,
Mayor.

November 11th, 1920.

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

Gentlemen:—I have this day signed and returned to George O. Hutsell, City Clerk, the following ordinances:

General Ordinance No. 97, authorizing the issue and sale of four hundred bonds of one thousand dollars each of the City of Indianapolis,

Indiana, payable from the general revenues and funds of said city, or from the Sinking Fund of said city, or as may be required by law, for the purpose of procuring money to be used for the purpose of purchasing motor equipment for the Fire Force of said city; providing for the terms and tenor of said bonds and for the time and character of notice and mode of making sale thereof.

General Ordinance No. 98—ratifying, confirming and approving a certain contract and agreement made and entered into on the 8th day of November, 1920, between the city of Indianapolis, by and through its Board of Commissioners of Public Safety and its Mayor and Stutz Fire Engine Company of Indianapolis, relating to the purchase of certain motor drawn fire equipment, creating the motor drawn equipment fund under the Department of Public Safety, and appropriating thereto the sum of Three Hundred Twenty-One Thousand, Seven Hundred and Eighty-One Dollars.

General Ordinance No. 99—ratifying, confirming and approving a certain contract and agreement made and entered into on the 8th day of November, 1920, between the City of Indianapolis by and through its Board of Commissioners of Public Safety and its Mayor, and the Sea-grave Company of Columbus, Ohio, relating to the purchase of certain motor drawn fire equipment, appropriating to the motor equipment fund under the Department of Public Safety, the sum of Thirteen Thousand Five Hundred Dollars.

Yours very truly,

CHARLES W. JEWETT,
Mayor.

REPORTS FROM CITY OFFICERS.

From the City Controller:

November 15th, 1920.

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

Gentlemen:—I had you herewith, a communication from the Board of Public Safety, asking for the passage of an ordinance appropriating the sum of Forty-three Thousand, Seven Hundred Ninety-five Dollars and Fifty Cents, (\$43,795.50) to the Motor Equipment Fund of the Department of Public Safety.

I submit you also herewith an ordinance calling for above, and recommend its passage.

Yours very truly,

R. H. BRYSON,
City Controller.

November 15th, 1920.

Robert E. Bryson, City Controller, City Hall, City.

Dear Sir:—We herewith transmit to you Ordinance approving a contract made between this Board and the American LaFrance Fire Engine Company, of Elmira, N. Y., for the purchase of two 65-foot aerial ladder trucks, and one 85-foot aerial ladder truck.

The Board of Public Safety requests you to present this Ordinance to the Common Council and recommend the passage of the same.

Yours very truly,

BOARD OF PUBLIC SAFETY,

GEO. W. WILLIAMS,

Executive Secretary.

From the Board of Public Works:

November 8th, 1920.

Mr. Geo. O. Hutsell, City Clerk, Indianapolis.

Dear Sir:—Attached herewith you will find two Switch Contracts for transmission to the Common Council as follows:

Harrah Coal Co.—Sidetrack or switch from a point on the right-of-way of the Pittsburgh, Cincinnati, Chicago and St. Louis R. R. Co. at the south line of Miller street, northeastwardly across Miller street upon the lands held by them.

M. A. Nowlin Feed Co.—Sidetrack or switch from a point on the right-of-way of the Pittsburgh, Cincinnati, Chicago and St. Louis R. R. Co. at the west line of Harding street across Harding and Miller streets.

Yours truly,

W. F. CLEARY,

Clerk, Board of Public Works.

November 15th, 1920.

Mr. Geo. O. Hutsell, City Clerk, Indianapolis, Ind.

Dear Sir:—Attached please find for transmission to the Common Council this evening, a contract between the Board of Public Works and the Citizens' Gas Co., approved by the Mayor, making certain changes in the existing franchise of the Gas Company.

Yours truly,

W. F. CLEARY,

Clerk, Board of Works.

November 15th, 1920.

Mr. Geo. O. Hutsell, City Clerk, City of Indianapolis.

Dear Sir:—I am submitting herewith for transmission to the Common Council an Ordinance transferring \$13,000.00 from the Street and

Alley Improvement Fund of the Board of Public Works to certain other funds of the Board of Public Works to-wit:

Tomlinson Hall Salaries-----	\$600.00
City Hall Employees' Salaries-----	2,100.00
Public Comfort Station Salaries-----	300.00
Electric, Gas and Vapor Lights-----	10,000.00

Yours truly,

W. F. CLEARY,
Clerk, Board of Public Works.

November 12th, 1920.

Mr. Geo. O. Hutsell, City Clerk, City of Indianapolis.

Dear Sir:—Attached herewith you will find, for transmission to the Common Council, two copies of a contract with the Equitable Asphalt Maintenance Co. of Kansas City, Mo., for the leasing of two Lutz Surface Heaters.

Yours truly,

W. F. CLEARY,
Clerk, Board of Public Works.

October 15th, 1920.

To the Board of Public Works.

Gentlemen:—Attached are two copies of contract with the Equitable Asphalt Maintenance Company, of Kansas City, Mo., for the leasing of two Lutz Surface Heaters.

Would recommend that this contract be approved by the Board, in duplicate; also by the Mayor and referred to the Common Council for approval.

Yours very truly,

F. C. LINGENFELTER,
City Civil Engineer.

Approved: Oct. 15, 1920.

GEO. LEMAUX,
THOMAS A. RILEY,
Board of Public Works.

REPORTS FROM STANDING COMMITTEES.

From the Committee on Finance:

Indianapolis, Ind., Nov. 1, 1920.

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

Gentlemen:—We, your committee on Finance, to whom was re-

ferred General Ordinance No. 87, 1920, entitled An ordinance, transferring certain sums of money from certain funds under the Department of Public Safety and reappropriating the same to other funds under the same department, beg leave to report that we have had said ordinance under consideration, and recommend that the same be amended by striking out all of Section 6, and that as so amended the same be passed.

W. B. PEAKE, Chairman,
RUSSELL WILLSON,
O. B. PETTIJOHN,
S. A. FURNISS.

Mr. Peake moved that the report of the committee be concurred in. Carried.

From the Committee on Finance:

Indianapolis, Ind., Nov. 15th, 1920.

*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. 92, 1920, entitled An ordinance, transferring the sum of One Thousand Five Hundred Dollars (\$1,500.00) from the Sprinkling Department, Equipment and Supply Appropriation Fund to the Sewer Department, Equipment and Supply Appropriation Fund of the Department of Public Works, and declaring a time when the same shall take effect, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

W. B. PEAKE, Chairman,
S. A. FURNISS.
RUSSELL WILLSON,
O. B. PETTIJOHN.

Mr. Peake moved that the report of the committee be concurred in. Carried.

From the Committee on Public Safety:

Indianapolis, Ind., Nov. 15, 1920.

*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. 90, 1920, entitled An ordinance, approving a certain contract granting Adams Rogers Company the right to lay and maintain a sidetrack or switch from Vincennes Division, Pennsylvania Railroad Company across Ray Street in a northeasterly direction into property described as Northwest corner of Ray and Drover Streets, according to blue print attached, in the City of Indianapolis, Indiana, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

RUSSELL WILLSON, Chairman,
W. B. PEAKE,
J. E. MILLER.

Mr. Willson moved that the report of the committee be concurred in. Carried.

From the Committee on Public Safety:

Indianapolis, Ind., Nov. 15th, 1920.

*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. 94, 1920, entitled An ordinance approving a certain contract granting The Gale Construction Company the right to lay and maintain a sidetrack or switch from a point 20 feet west of Avondale Place, extending thence northwestwardly 312 feet and across the alley running north and south between Gale Street and Avondale Place and between Twenty-first and Twenty-second Streets, according to blue print attached, in the City of Indianapolis, Indiana, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

RUSSELL WILLSON,
J. E. MILLER,
W. B. PEAKE.

Mr. Willson moved that the report of the committee be concurred in. Carried.

From the Committee on Public Safety:

Indianapolis, Ind., Nov. 15th, 1920.

*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. 95, 1920, entitled An ordinance approving a certain contract granting the Central Veneer Company of Indianapolis, Indiana, the right to lay and maintain a sidetrack or switch from its present sidetrack extending across Keystone Avenue and the first alley east of said Keystone Avenue, according to blue print attached, in the City of Indianapolis, Indiana, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed.

RUSSELL WILLSON, Chairman,
J. E. MILLER,
W. B. PEAKE.

Mr. Willson moved that the report of the committee be concurred in. Carried.

From the Committee on Law and Judiciary:

Indianapolis, Ind., Nov. 15th, 1920.

*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. 86, 1920, entitled An ordinance amending Section 1, Sub-division D of General Ordinance No. 47 of the City of Indianapolis for 1920 and declaring a time when the same shall take effect, beg leave to report that we have had said ordinance under consideration, and recommend that the same be amended to read as follows:

GENERAL ORDINANCE NO. 86, 1920.

AN ORDINANCE, amending Section 1—Sub-Division D of General Ordinance No. 47 of the City of Indianapolis for the year 1920, and declaring a time when the same shall take effect.

Be It Ordained by the Common Council of the City of Indianapolis, Indiana:

Section 1. That Section 1—Sub-Division D of General Ordinance No. 47, 1920, which reads as follows: "Team hire for all purposes \$1.00 per hour," be amended to read as follows: The Board of Public Works is hereby given the right to fix and charged with the duty of fixing the rate of team hire for all purposes at any price not to exceed \$1.00 per hour.

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

J. P. BROWN, Chairman,
LEE J. KIRSCH,
J. E. MILLER.

Mr. Brown moved that the report of the committee be concurred in. Carried.

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

By the City Controller:

GENERAL ORDINANCE NO. 100, 1920.

AN ORDINANCE, ratifying, confirming and approving a certain contract and agreement made and entered into on the 8th day of November, 1920, between the City of Indianapolis, by and through its Board of Commissioners of Public Safety and its Mayor and American aL France Fire Engine Company, of Elmira, New York, relating to the purchase of certain motor drawn fire equipment, appropriating to the motor equipment fund under the Department of Public Safety, the sum of Forty-Three Thousand Seven Hundred Ninety-Five Dollars and Fifty Cents, (\$43,795.50) and providing a time when the same shall take effect.

Be It Ordained by the Commou Council of the City of Indianapolis, Indiana:

Section 1. Whereas, heretofore on the 8th day of November, 1920, the City of Indianapolis, by and through its Board of Commissioneres of Public Safety and its Mayor, entered into the following written contract and agreement with American La France Fire Engine Company of Elmira, New York:

CONTRACT

THIS AGREEMENT made and entered into this 8th day of November, 1920, by and between the American LaFrance Fire Engine Company, Inc., of Elmira, N. Y., hereinafter called the "City," WITNESSETH:

The Company agrees to furnish two 65-foot aerial ladder trucks, type 31, 2 wheel, front drive, four cylinder; and one 85-foot aerial ladder truck, type 17, four wheel tractor. Said equipment is to conform in every particular to the specifiations therefor as submitted by said Company to said City on the 30th day of September, 1920, and

which specifications are now on file in the office of the Department of Public Safety in said City, and by reference are made a part thereof.

Said equipment is to be delivered within 185 working days after the approval of this contract, delivery to be made f. o. b. cars, Indianapolis, Indiana.

It is agreed that the Company shall not be responsible for delays due to strikes or other causes beyond the control of said Company.

The City agrees to purchase said equipment and to pay therefor in cash for each of said sixty-five foot trucks and the sum of Fourteen Thousand Two Hundred Fifty-Nine Dollars, (\$14,259.00) and for said eighty-five foot truck the sum of Fifteen Thousand Two Hundred Seventy-seven Dollars and Fifty Cents (\$15,277.50) in the total sum of Forty-three Thousand Seven Hundred Ninety-five Dollars and Fifty Cents (\$43,795.50).

It is expressly understood and agreed that the City shall have the right to test said equipment and shall have the right to reject the same in the event it fails to pass the tests prescribed by said city.

It is expressly agreed that this contract is made and executed subject to the approval of the Common Council of the City of Indianapolis.

AMERICAN LA-FRANCE FIRE ENGINE CO,

By A. R. Roffin.

CITY OF INDIANAPOLIS,

By A. TAGGART,

H. L. DITHMER,

FELIX McWHIRTER,

Board of Commisioners of Public Safety.

APPROVED:

CHARLES W. JEWETT, Mayor.

Sec. 2. Now the foregoing contract and agreement is hereby in all things ratified, confirmed and approved.

Sec. 3. There is hereby appropriated to the "Motor Equipment Fund" of the Department of Public Safety the sum of Forty-Three Thousand Eight Hundred Ninety-two Dollars and Fifty Cents (\$43,882.50), and the money hereby appropriated thereto shall be used only for the payment of the consideration named in the foregoing contract. Said appropriation shall be a continuing appropriation.

Sec. 4. This ordinance shall be in full force and effect from and after its passage.

Which was read a first time.

Mr. Pettijohn moved that the rules be suspended and General Ordinance No. 100, 1920, be placed upon its passage.

The roll was called and the motion to suspend the rules carried by the following vote:

Ayes, 8, viz.: Messrs. Brown, Furniss, Kirsch, Miller, Peake, Pettijohn, Willson and President G. G. Schmidt.

Mr. Peake called for General Ordinance No. 100, 1920, for second reading. It was read a second time.

Mr. Peake moved that General Ordinance No. 100, 1920, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 100, 1920, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Brown, Furniss, Kirsch, Miller, Peake, Pettijohn, Willson and President G. G. Schmidt.
By the Board of Public Works:

SWITCH CONTRACT

General Ordinance No. 101, 1920, An ordinance approving a certain contract granting Samuel A. Harrah (operating under the name of the Harrah Coal Company) the right to lay and maintain a sidetrack or switch from a point on the right of way of the Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company at the south line of Miller Street, northeastwardly across Miller Street upon the lands held by him, according to blue print attached, in the City of Indianapolis, Indiana.

WHEREAS, heretofore, to-wit: on the 28th day of October, 1920, Samuel A. Harrah filed his petition before the Board of Public Works of the City of Indianapolis, as follows:

PETITION

To the Board of Public Works, City of Indianapolis:

Gentlemen: Permission is hereby requested of your honorable board to lay and maintain a switch track across Miller Street, which track is to commence at a switch at the south side of Miller Street, leading off from a switch track to be constructed upon the petition

of M. A. Nowlin Feed Company from the southeast side of the side track of the Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company, and which switch track herein petitioned for is to run northeastwardly across the said Miller street, separating from said switch track of said M. A. Nowlin Feed Company, and running upon the right of way of the said railroad company to the north line of said Miller street and from thence going upon lands leased by your petitioner from said M. A. Nowlin Feed Company curving toward the eastward, all as shown by the blue print plat filed with the board in this matter.

And the said Samuel A. Harrah agrees that if permission is granted him for the building of said switch track that it will be built within one year from the date of filing this petition, otherwise the contract made hereunder shall be void.

(Signed)

RICHARD L. EWBANK,
Attorney for Samuel A. Harrah.

Now, Therefore, this agreement made and entered into this 29th day of October, 1920, by and between Samuel A. Harrah of the City of Indianapolis, County of Marion, State of Indiana, party of the first part, and the City of Indianapolis, by and through its Board of Public Works, party of the second part.

WITNESSETH: That the party of the first part, being desirous of securing a right of way for a sidetrack or switch from the switch of the M. A. Nowlin Feed Company at the southeast side of the Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company, from the south side of Miller Street northeastwardly across Miller street to lands lying north of Miller Street in the City of Indianapolis, which is more specifically described as follows: Commencing at a switch at the south side of Miller Street leading off from a side track constructed by the M. A. Nowlin Feed Company, and running thence northeastwardly upon the right of way of the Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company across Miller street, curving to the eastward to lands lying north and adjacent to said Miller street, all as shown by the blue print plat hereto attached.

And said Samuel A. Harrah hereby covenants and fully binds himself, his successors, legal representatives and assigns, that, in consideration of the grant of the privileges and authority herein given, he will lay, construct and maintain said track upon the terms and conditions hereinafter set forth, to-wit:

(1) They shall be so laid, improved and kept in repair as to be safe for persons on foot, in vehicles or otherwise, and shall, at all times, be subject to the orders of the Board of Public Works of the City of Indianapolis.

(2) Said track and switch shall be laid upon such grade as shall be established by said Board, and shall be put down under its supervision and to its satisfaction and approval. Said track shall be raised

or lowered to conform to any grade which may, from time to time, be hereafter established, whenever so ordered, in writing, by said Board, and shall be made to conform in all respects with any ordinance passed by the Common Council or with any resolution or resolutions made by said Board, for the elevation or depression of said tracks.

(3) The crossing where said track intersects shall, at all times, be kept improved and in repair and free from obstructions or defects of any kind. No car or cars shall be permitted to obstruct such crossing or to be thereon except for such time as may be absolutely necessary in moving them back and forth, and they shall be at no time stopped or detained thereon in such manner as to obstruct public travel.

(4) Said party of the first part agrees, upon the written order of said Board, made for any good cause affecting the interest of the City or the public welfare, to take up and remove said track, and upon said party's failure so to do, upon such notification in writing, of ten (10) days, to promptly pay the cost of having the same done, and the party of the first part hereby releases all claims for damages whatsoever that may arise by reason of such removal; and in removing said track or causing the same to be done, said Board shall in no wise become a trespasser.

(5) The party of the first part agrees to pave between said track to the entire satisfaction of the second party, and in case said tracks shall be or become out of repair or in need of being reconstructed, or become in any way defective (of which fact the said Board shall be the exclusive judge), it shall be the duty of the said party of the first part to promptly repair or remove same, failing in which, after notification in writing of ten (10) days, said Board shall do or cause the same to be done at the expense of the said party of the first part, and for which expense and cost the said party of the first part shall be

(6) The said party of the first part herein binds himself to hold said party of the second part and said city harmless from any and all claims for damages growing out of the existence, maintenance or use of said track, and to pay any judgment, with costs, that may on that account be rendered against the said party or said city, and also to pay all necessary expenses that may be incurred by said city in defending against any such claims.

(7) Any violations of any of the provisions of this instrument by said party of the first part, or by any one for it or at its instance or with its permission, shall operate as an immediate and absolute forfeiture of the privileges and authority given or granted by this contract, provided, however, that the same may be terminated by said Board, as hereinbefore set forth.

Said party of the second part by virtue of the provisions of an act of the General Assembly of the State of Indiana, entitled "An act con-

cerning municipal corporations," approved March 6, 1905, and in consideration of the things hereinbefore set forth and upon the terms and provisions stipulated, hereby gives, grants and duly vests said party of the first part the right, privilege and authority to lay and maintain an additional sidetrack or switch across Miller street upon the southeastern part of the right of way of the Pittsburg, Cincinnati, Chicago & St. Louis Railway Company, in the City of Indianapolis, all as shown by the drawing attached hereto, filed herewith and for greater certainty marked "Exhibit A." This contract is to be void and expire if the said switch track is not constructed before October 27, 1921.

In Witness Whereof, We have hereunto set our hands this 29th day of October, 1920.

HARRAH COAL CO., Party of the First Part.

Witness: Ed Johnson.

By Sam A. Harrah.

CITY OF INDIANAPOLIS, Party of the Second Part.

By Geo. Lemaux, President; Thomas A. Riley, Board of Public Works.

And, whereas, said contract has been submitted by the Board of Public Works to the Common Council of the City of Indianapolis, for its consideration and action, now, therefore,

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, that such contract above set forth be, and the same is hereby in all things confirmed and approved.

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

Which was read a first time.

Mr. Willson moved that the rules be suspended and General Ordinance No. 101, 1920, be placed upon its passage.

The roll was called and the motion to suspend the rules carried by the following vote:

Ayes, 8, viz.: Messrs. Brown, Furniss, Kirsch, Miller, Peake, Pettijohn, Willson and President G. G. Schmidt.

Mr. Willson called for General Ordinance No. 101, 1920, for second reading. It was read a second time.

Mr. Willson moved that General Ordinance No. 101, 1920, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 101, 1920, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Brown, Furniss, Kirsch, Miller, Peake, Pettijohn, Willson and President G. G. Schmidt.
By the Board of Public Works:

SWITCH CONTRACT.

General Ordinance No. 102, 1920.

An Ordinance approving a certain contract granting M. A. Nowlin Feed Company the right to lay and maintain a sidetrack or switch from a point on the right of way of the Pittsburg, Cincinnati, Chicago & St. Louis Railway Company at the west line of Harding Street across Harding and Miller streets, according to blue print attached, in the City of Indianapolis, Indiana.

Whereas, heretofore, to-wit: on the 28th day of October, 1920, M. A. Nowlin Feed Company filed his petition before the Board of Public Works of the City of Indianapolis, as follows:

PETITION.

To the Board of Public Works, City of Indianapolis.

Gentlemen: Permission is hereby requested of your honorable Board to lay and maintain a switch track across Harding and Miller streets, which track is to commence at a switch at the west side of Harding street at the southeast side of the southeast side track of the Pittsburg, Cincinnati, Chicago & St. Louis Railway Company upon the right of way of said railroad, and running thence northeastwardly across Harding and Miller streets, upon the said railroad right of way, runs from said railroad right of way upon the lands held by the said M. A. Nowlin Feed Company under a 99 year lease, and then parallel with the said railroad right of way over said lands of the said M. A. Nowlin Feed Company to a warehouse at the north end of said lands near Howard street, all as shown by a blue print plat filed with this board.

And said M. A. Nowlin Feed Company agrees that if permission is granted it to build said switch track that it will be built within one year from the filing of this petition, otherwise the contract made under this petition shall be void.

(Signed) RICHARD L. EWBANK,
Attorney for petitioner, M. A. Nowlin Feed Co.

Now, Therefore, This agreement, made and entered into this 29th day of October, 1920, by and between M. A. Nowlin Feed Company of the City of Indianapolis, County of Marion, State of Indiana, party of the first part, and the City of Indianapolis, by and through its Board of Public Works, party of the second part,

Witnesseth: That the party of the first part, being desirous of securing a right of way for a sidetrack or switch from the Pittsburg, Cincinnati, Chicago & St. Louis Railway Company from the southeast side of the side track on the southeast side of the main track of said railroad from a point on the west side of Harding street northeastwardly across Harding and Miller streets in the City of Indianapolis, which is more specifically described as follows: Commencing at a switch from the southeast side of the southeast side track on the Pittsburg, Cincinnati, Chicago & St. Louis Railway, and running thence northeastwardly upon said railroad right of way across Harding and Miller streets and thereafter from said right of way upon lands held by M. A. Nowlin Feed Company under a 99 year lease, and thence northeastwardly upon said lands adjoining said right of way to a point near Howard street.

And M. A. Nowlin Feed Company hereby covenants and fully binds himself, his successors, legal representatives and assigns, that in consideration of the grant of the privileges and authority herein given, he will lay, construct and maintain said track upon the terms and conditions hereinafter set forth, to-wit:

(1) They shall be so laid, improved and kept in repair as to be safe for persons on foot, in vehicles or otherwise, and shall, at all times, be subject to the orders of the Board of Public Works of the City of Indianapolis.

(2) Said track and switch shall be laid upon such grade as shall be established by said Board, and shall be put down under its supervision and to its satisfaction and approval. Said track shall be raised or lowered to conform to any grade which may, from time to time, be hereafter established, whenever so ordered, in writing, by said Board, and shall be made to conform in all respects with any ordinance passed by the Common Council or with any resolution or resolutions made by said Board, for the elevation or depression of said tracks.

(3) The crossing where said track intersects shall, at all times, be kept improved and in repair and free from obstructions or defects of any kind. No car or cars shall be permitted to obstruct such crossing or to be thereon except for such time as may be absolutely necessary in moving them back and forth, and they shall be at no time stopped or detained thereon in such manner as to obstruct public travel.

(4) Said party of the first part agrees, upon the written order of said Board, made for any good cause affecting the interest of the City

or the public welfare, to take up and remove said track, and upon said party's failure so to do, upon such notification in writing, of ten (10) days, to promptly pay the cost of having the same done, and the party of the first part hereby releases all claims for damages whatsoever that may arise by reason of such removal; and in removing said track or causing the same to be done, said Board shall in no wise become a trespasser.

(5) The party of the first part agrees to pave between said track to the entire satisfaction of the second party, and in case said tracks shall be or become out of repair or in need of being reconstructed, or become in any way defective (of which fact the said Board shall be the exclusive judge), it shall be the duty of the said party of the first part to promptly repair or remove same, failing in which, after notification in writing of ten (10) days, said Board shall do or cause the same to be done at the expense of the said party of the first part, and for which expense and cost the said party of the first part shall be liable.

(6) The said party of the first part herein binds himself to hold said party of the second part and said city harmless from any and all claims for damages growing out of the existence, maintenance or use of said track, and to pay any judgment, with costs, that may on that account be rendered against the said party or said city, and also to pay all necessary expenses that may be incurred by said city in defending against any such claims.

(7) Any violations of any of the provisions of this instrument by said party of the first part, or by any one for it or at its instance or with its permission, shall operate as an immediate and absolute forfeiture of the privileges and authority given or granted by this contract, provided, however, that the same may be terminated by said Board, as hereinbefore set forth.

Said party of the second part by virtue of the provisions of an act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and in consideration of the things hereinbefore set forth and upon the terms and provisions stipulated, hereby gives, grants and duly vests said party of the first part the right, privilege and authority to lay and maintain an additional sidetrack or switch across Harding and Miller streets upon the right of way of the Pittsburg, Cincinnati, Chicago & St. Louis Railway Company, in the City of Indianapolis, all as shown by the drawing attached hereto, filed herewith and for greater certainty marked "Exhibit A." This contract is to be void and expire if the said switch track is not constructed before October 27, 1921.

In Witness Whereof, We have hereunto set our hands this 29th day of October, 1920.

M. A. NOWLIN FEED CO., Party of the First Part.

Ed Johnson, Sec'y.

By M. A. Nowlin, Pres.

CITY OF INDIANAPOLIS, Party of the Second Part.

By Geo. Lemaux, Pres., Thomas A. Riley, Board of Public Works.

And, whereas, said contract has been submitted by the Board of Public Works to the Common Council of the City of Indianapolis, for its consideration and action, now, therefore,

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, that such contract above set forth be, and the same is hereby in all things confirmed and approved.

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

Which was read a first time.

Mr. Willson moved that the rules be suspended and General Ordinance No. 102, 1920, be placed upon its passage.

The roll was called and the motion to suspend the rules carried by the following vote:

Ayes, 8, viz.: Messrs. Brown, Furniss, Kirsch, Miller, Peake, Pettijohn, Willson and President G. G. Schmidt.

Mr. Willson called for General Ordinance No. 102, 1920, for second reading. It was read a second time.

Mr. Willson moved that General Ordinance No. 102, 1920, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 102, 1920, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Brown, Furniss, Kirsch, Miller, Peake, Pettijohn, Willson and President G. G. Schmidt.
By the Board of Public Works:

GENERAL ORDINANCE No. 103, 1920.

An Ordinance ratifying, confirming and approving a certain con-

tract and agreement made and entered into on the 15th day of November, 1920, by and between the City of Indianapolis, by and through its Board of Public Works and the Citizens Gas Company of Indianapolis, and fixing a time when the same shall take effect.

Be it Ordained by the Common Council of the City of Indianapolis, Indiana:

Section 1. Whereas, on the 15th day of November, 1920, the City of Indianapolis, by and through its Board of Public Works, entered into a certain contract and agreement with the Citizens Gas Company, which contract is in words and figures following, to-wit:

This Contract, made and entered into by and between the City of Indianapolis, Marion County, State of Indiana, by and through its Board of Public Works, party of the first part, hereinafter designated as the "City", and the Citizens Gas Company of Indianapolis, Marion County, Indiana, a corporation organized and acting under and pursuant to the laws of the State of Indiana, party of the second part, hereinafter designated as the "Company," Witnesseth that

Whereas, said City on the 25th day of August, 1905, entered into a certain contract with Alfred F. Potts, Frank D. Stalaker and Lorenz Schmidt, which contract was approved by an ordinance adopted by the Common Council of the City of Indianapolis and was approved by the Mayor thereof on the 30th day of August, 1905, by the terms of which contract there was granted unto said Alfred J. Potts, Frank D. Stalaker and Lorenz Schmidt for themselves and their assigns a franchise for the manufacture and sale of gas which said contract was printed and published in the Municipal Code of Indianapolis of 1917 as sections 1498 to 1523 both inclusive and

Whereas, said contract was duly assigned to said Citizens Gas Company and

Whereas, said City and said Company on the 29th day of November, 1911, made and entered into a certain contract by which sections 17 and 24 of said contract were amended, which last mentioned contract was approved by ordinance adopted by the Common Council of said City and approved by the Mayor thereof on the 22nd day of May, 1912, which said contract last mentioned was printed and published in the Municipal Code of the City of Indianapolis, 1917, as sections 1524 and 1525, and

Whereas, said Citizens Gas Company, as lessee, is also operating the gas plant and property of the Indianapolis Gas Company in said City, and

Whereas, said Indianapolis Gas Company before the execution of said lease surrendered its franchise rights in said City and accepted an indeterminate permit under the provisions of An Act entitled, "An Act concerning public utilities, creating a Public Service Commission,

abolishing the Railroad Commission of Indiana, and conferring the powers of the Railroad Commission on the Public Service Commission, approved March 4, 1913, and

Whereas, the consumption of gas has steadily increased, so that the entire production of gas by said Company from the operation of its own property and said leased property has proved insufficient at times to adequately supply all of its consumers with gas, and

Whereas, gas for cooking, lighting and for water heating purposes is now used in practically every household, hospital, hotel and restaurant in said City, and such use has become and now is vital to the comfort, welfare and life of all the people of said City, so that in case of a shortage or insufficient supply of gas from any cause, gas for cooking, lighting and water heating should be supplied first in preference to gas for other purposes, and

Whereas, because of the present high price of coal as compared with the low price of gas, there is an abnormal disposition to resort to the use of gas for heating purposes,

Now, therefore, in consideration of the premises, and for the mutual benefit of each of the parties hereto, it is agreed as follows, to-wit:

Section 1. That in the event there is a shortage or insufficient supply of gas, so that said Company shall from any cause be unable to supply all of its consumers with sufficient gas, then it shall be the duty of said Company to immediately notify the Board of Public Works of said City in writing of said inability, and the cause and probable duration thereof, and that it will be unable to supply gas for heating purposes, and as the case may be, that it will also be unable to supply gas for industrial and commercial purposes, and said Company shall also cause notice so given to the Board of Public Works to be published in each of the three daily newspapers having the largest circulation, printed and published in said City, and thereafter during the continuance of such shortage of gas it shall be the duty of said Company to give preference and priority in the supply and distribution of gas to its consumers in the following way:

1st: To all consumers of gas for cooking, lighting and water heating in homes, hospitals, hotels and restaurants.

2nd: To the consumers of gas using gas for industrial and commercial purposes.

3rd: To the consumers of gas used in stoves, grates or other heating appliances for heating purposes.

Sec. 2. In the event of any shortage or insufficient supply of gas as specified in Section 1 of this contract, and notice thereof has been made and published, as provided in said Section 1, then it shall be unlawful for any consumer of gas to use the same in any stove, grate, heater or other appliance for heating purposes during the continuance of such shortage. In the event said Company also gives notice that it is unable

to supply gas for industrial and commercial purposes, it shall be unlawful for any consumer of gas to use the same thereafter during the continuance of such shortage. In the event any consumer shall so use said gas for heating purposes, or shall so use said gas for industrial and commercial purposes, after the publication of such notice, and during the continuance of such shortage or insufficient supply of gas, said Company shall have the right, and it shall be its duty, to shut off such consumer's supply of gas for all purposes for a period of ten days, and in such event, the consumer shall not have the right to have said gas turned on again by said Company until application is made therefor, and the payment to said Company with said application of the sum of Five Dollars (\$5.00) to cover cost of inspection and turning said gas on and off.

Sec. 3. It is agreed that the Company shall have the right, by and through its duly authorized employees, inspectors, agents and representatives, to inspect the premises of any consumer of gas to ascertain whether or not the gas is being consumed during any period of shortage of gas after notice thereof has been published, and in the event any consumer shall refuse or decline to admit such employee, inspector, agent or representative of said Company to his premises to make such inspection, then and in that event the Company shall have the right to shut the supply of gas off of said premises for all purposes and such consumer shall not have the right to have said gas turned on again by said Company until application is made therefor not less than ten days after the same has been cut off and the payment to said Company with said application of the sum of Five Dollars (\$5.00) to cover cost of inspection and turning said gas on and off.

Sec. 4. In the event the supply of gas shall in the opinion of the Company be insufficient to meet the requirements of consumers under Class 1, as defined in Section 1, then the Company shall give notice to the Board of Public Works and also to the public through notices published in the daily press as above provided of such fact, and during the continuation of such emergency it shall be the duty of the Gas Company to reduce the pressure of gas for such portions of the day as will assure to consumers in such Class 1 of an adequate supply of gas during the hours when cooking is generally done, and such notices to the public shall state what such condition of pressure shall be.

Sec. 5. The Board of Public Works upon receipt of any notice from said Company of any shortage or insufficient supply of gas shall have the right to investigate and ascertain the cause thereof. It shall be the duty of the Gas Company to keep said Board of Public Works informed each day during such shortage, and said Company hereby agrees and binds itself to do everything reasonably possible to relieve any shortage or insufficient supply of gas that may occur as quickly as possible, and immediately upon its ability to supply all consumers with gas, the Com-

pany shall so notify the Board of Public Works, and cause such notice to be immediately published in each of the three daily newspapers having the largest circulation, printed and published in said City, and thereafter limitation on the use of gas caused by the publication of such notice, as provided in Section 1 of this contract shall cease.

Sec. 6. It is agreed that this contract shall be construed as an amendment to said Company's franchise contract with the City of Indianapolis hereinbefore referred to as Sections 1498 to 1525 of the Municipal Code of Indianapolis of 1917, and any case of shortage or insufficient supply of gas, shall also apply to gas manufactured and supplied by said Company as lessee of the plant of the Indianapolis Gas Company. It is not the intention that this contract shall be construed to in any way modify or change the terms and conditions of said contract hereinbefore referred to, only as provided herein.

Sec. 7. The Company agrees that it will erect and complete at the earliest possible date and before December 31, 1921, the following improvements to its plants and system:

Gas Storage Holder of 5,000,000 cu. ft. capacity; improvement of existing water gas apparatus; two additional boilers of 500 H. P. each, with automatic stokers and fuel handling equipment; water pump and cooling equipment; crushed coke handling equipment to replace equipment destroyed by fire in September, 1920, and to enlarge coke handling capacity; all the foregoing involving an estimated expense of approximately One Million Dollars (\$1,000,000.00).

It is understood that said Company will be required to issue and sell additional stocks or bonds or both to finance such improvements. Its agreement to make such improvements is conditioned upon its ability to dispose of such securities on terms and conditions to be approved by the Public Service Commission of Indiana, and the Company agrees to be diligent and use its best effort in endeavoring to sell such securities, and the Company also proposes, as soon as the same is reasonably possible, to make additional improvements and additions to its plants and system at a further expenditure estimated at not less than One Million, Seven Hundred and Fifty Thousand Dollars (\$1,750,000.00), which will further increase its capacity to furnish gas to consumers in the City of Indianapolis.

Sec. 8. All the provisions of this contract, except as to the completion of the improvements provided for in Section 7 hereof, shall terminate on the first day of July, 1921.

This contract is made subject to the approval by the Common Council of the City of Indianapolis.

In Witness Whereof, the said City of Indianapolis has caused its corporate name to be hereunto affixed by the Board of Public Works, and said Citizens Gas Company of Indianapolis has caused this instrument to be executed in its name and on its behalf by its President, and

the due execution thereof to be attested by its Secretary, and its corporate seal hereto affixed, this 15th day of November, 1920.

CITY OF INDIANAPOLIS.

By Geo. Lemaux, Mark H. Miller, Thomas A. Riley, Board of Public Works.

Approved: CHARLES W. JEWETT, Mayor.

CITIZENS GAS COMPANY OF INDIANAPOLIS.

By John R. Welch, President.

Attest: J. D. Forrest, Secretary.

Sec. 2. That the foregoing contract made and entered into on the 15th day of November, 1920, by and between the City of Indianapolis, by and through its Board of Public Works and the Citizens Gas Company of Indianapolis, be and the same is hereby in all things ratified, confirmed and approved in accordance with the terms, provisions and conditions thereof.

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

Which was read a first time and referred to a committee of the whole Council with Russell Willson as chairman.

By the Board of Public Works:

GENERAL ORDINANCE No. 104, 1920.

An Ordinance transferring certain sums from certain departments under the Department of Public Works, City of Indianapolis, transferring to and reappropriating the same to other funds under said department and declaring a time when the same shall take effect.

Be it Ordained by the Common Council of the City of Indianapolis, Indiana:

Section 1. That there be and is hereby transferred from the Street and Alley Improvement Fund under the Department of Public Works, City of Indianapolis, the sum of Six Hundred Dollars (\$600) and that the said sum of money be and is hereby transferred and reappropriated to the Tomlinson Hall Custodian's Salary Fund under the Department of Public Works, City of Indianapolis.

Sec. 2. That there be and is hereby transferred from the Street and Alley Improvement Fund under the Department of Public Works, City of Indianapolis, the sum of Two Thousand One Hundred Dollars (\$2,100.00) and that the said sum of money be and is hereby transferred and reappropriated to the City Hall Custodian's Salary Fund.

Section 3. That there be and hereby is transferred from the Street and Alley Improvement Fund under the Department of Public Works,

City of Indianapolis, the sum of Three Hundred Dollars (\$300.00) and that said sum of money be transferred and reappropriated to the Comfort Station Fund.

Sec. 4. That there be and hereby is transferred from the Street and Alley Improvement Fund under the Department of Public Works, City of Indianapolis, the sum of Ten Thousand Dollars (\$10,000.00) and that said sum of money is hereby transferred and reappropriated to the Electric, Gas and Vapor Light Fund under the Department of Public Works, City of Indianapolis.

Sec. 5. This Ordinance shall be in full force and effect from and after its passage.

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

By the Board of Public Works:

GENERAL ORDINANCE No. 105, 1920.

An Ordinance, ratifying, confirming and approving a certain contract and agreement made and entered into on the 15th day of November, 1920, between the City of Indianapolis, by and through its Board of Public Works and its Mayor and L. H. Colvin, of Indianapolis, Indiana, relating to the purchase of two (2) White five (5) ton tractor trucks, and providing a time when the same shall take effect.

Be it Ordained by the Common Council of the City of Indianapolis, Indiana:

Section 1. Whereas, heretofore on the 15th day of November, 1920, the City of Indianapolis, by and through its Board of Public Works and its Mayor, entered into the following written contract and agreement with L. H. Colvin, of Indianapolis, Indiana:

CONTRACT.

This agreement made and entered into this ----- day of November, 1920, by and between L. H. Colvin, of Indianapolis, Indiana, and the City of Indianapolis, Indiana, acting by and through its Board of Public Works, Witnesseth:

The said Colvin agrees to furnish two (2) White five (5) ton tractor trucks, Model 45, conformable in every particular to the specifications heretofore submitted by said Colvin to said City on October 15, 1920, which said specifications are now on file in the office of the Board of Public Works of the said city and by reference are made a part thereof.

Said trucks are to be delivered within 60 working days after the

approval of this contract, delivery to be made F. O. B. cars, Indianapolis, Indiana. It is agreed that the said Colvin shall not be responsible for delays due to strikes or other causes beyond his control.

The City agrees to purchase said trucks and to pay therefor, in cash for each thereof, the sum of Four Thousand Seven Hundred and Ninety-five Dollars (\$4,795.00) upon its acceptance of same.

It is expressly understood and agreed that the City shall have the right to test said trucks and shall have the right to reject the same, or either of them in the event they or it fails to pass the tests prescribed by said City.

It is expressly agreed that this contract is made and executed subject to the approval of the Common Council of the City of Indianapolis.

L. H. COLVIN,

CITY OF INDIANAPOLIS.

By Geo. Lemaux, Mark H. Miller, Thomas A. Riley, Board of
Public Works.

Approved:-----, Mayor.

Sec. 2. Now the foregoing contract and agreement is hereby in all things ratified, confirmed and approved.

Sec. 3. This contract shall be in full force and effect from and after its passage.

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

By the Board of Public Works:

SPECIAL ORDINANCE No. 17, 1920.

An Ordinance ratifying, confirming and approving a contract entered into on the 15th day of October, 1920, between the City of Indianapolis, by and through its Board of Public Works and the Equitable Asphalt Maintenance Company, for the lease of certain asphalt repairing and resurfacing machines and declaring a time when same shall take effect.

Whereas, Heretofore, To-wit: On the 15th day of October, 1920, the City of Indianapolis, by and through its Board of Public Works, entered into a certain contract with the Equitable Asphalt Maintenance Company of Kansas City, Mo., for the lease of certain asphalt repairing and resurfacing machinery, which said contract, was on the 15th day of October, 1920, approved by the Mayor of the City of Indianapolis and said contract is as follows, to-wit:

CONTRACT WITH THE EQUITABLE ASPHALT MAINTENANCE
CO., KANSAS CITY, MO.

This agreement made and entered into this_____day of_____by and between the Equitable Asphalt Maintenance Company, a corporation (the sole and exclusive owner of certain patented improvements on machines known as the Lutz Surface Heater for heating surfaces covered by letters patent granted by the United States), party of the first part, and the City of Indianapolis, State of Indiana, party of the second part,

Witnesseth: That the said first party hereby leases and lets to the said second party for the period of two years from this_____two (2) of said surfacing machines to be used in doing the work of repairing and resurfacing old asphalt, brick and stone pavements on streets in the City of Indianapolis, State of Indiana.

It is further agreed that the party of the second part shall pay the party of the first part ten cents (10c) per square yard for the first (36,000) thirty-six thousand square yards of repair work done by each machine, and five cents (5c) per square yard thereafter during the life of the lease. Such payments to be made monthly on settlements made not later than the 10th day of every month for the work done the preceding month.

Said first party agrees to deliver said machines at Indianapolis, Indiana, Marion County, on or before March 1st, 1921, contingent on strike-car shortages and other unavoidable delays. Each machine is to be fully tested and in perfect working order when delivered.

The said second party further covenants and agrees with the first party that should the aforesaid rentals of ten cents per square yard amount to less than Five Hundred Dollars (\$500.00) per year for machines so used by the said second party it will pay the said first party the difference between the actual rentals earned and Five Hundred Dollars (\$500.00) within ten days from the end of such year, but nothing herein shall be construed as limiting the rentals to the said first party hereunder to the said sum of Five Hundred Dollars (\$500.00) but the said second party shall pay the said first party all the rentals earned by each machine and guarantees to said first party that such earned rentals shall not be less than Five Hundred Dollars (\$500.00) per year for said machines.

The said second party agrees to make reports to said first party on or before the 10th day of each month during the life of this agreement of the number of square yards of work done in the preceding month and remit with said report the money due as earned rentals under this agreement, and said first party shall have the right and privilege at all times of examining the books of the said second party with reference to the amount of work done under this contract.

Said party of the second part further agrees to keep said machines in repair during the life of this agreement and at the expiration of this agreement to deliver said machines to the said party of the first part f. o. b., Kansas City, Mo., in as good condition as when received, wear and tear alone excepted.

The said second party further agrees to make no changes, additions or alterations in said machines or any part thereof or as to their method of operation without the written consent of said first party.

The said second party further agrees to keep attached in a conspicuous place on the aforesaid machines and each of them a name plate and patent plate of the said party of the first part as the name appears and is attached upon the delivery of said machines. And to keep the machines under cover when not in use.

It is further agreed by the party of the first part that the party of the second part may sublet the machines to contractors for work to be done under the supervision of the Board of Public Works in the city limits of Indianapolis, with the understanding that the machines are to be returned to the City as soon as the work is completed.

It is further agreed by the parties hereto that failure to perform any one or more of the covenants of this agreement herein to be performed by the party of the second part, then this agreement shall terminate and all rights of the party of the second part shall be forfeited upon receipt by the said second party of a written notice to that effect and mailing such notice to said second party at its last known address shall be deemed receipt of said written notice and in case of such termination and forfeiture the said party of the first part shall be entitled to at once repossess the aforesaid machines without prejudice, to recover all money due or to rely on any and all breaches of this contract by said party of the second part to that date.

In Testimony Whereof, the names of the parties hereto are hereunto subscribed by their duly authorized representatives.

THE EQUITABLE ASPHALT MAINTENANCE COMPANY.

By Wm. Federmann, President.

Attest: F. H. Moore, Sec'y.

CITY OF INDIANAPOLIS.

By Geo. Lemaux, Thomas A. Riley, Board of Public Works.

Approved Oct. 15, 1920, Charles W. Jewett, Mayor.

And Whereas, said contract has been submitted by said Board of Public Works of the City of Indianapolis to the Common Council of said City for its action thereon, now therefore

Be it Ordained by the Common Council of the City of Indianapolis, Indiana:

Section 1. That the foregoing contract agreement made and entered

into on the 15th day of October, 1920, by the City of Indianapolis, by and through its Board of Public Works, and approved by the Mayor, with the Equitable Asphalt Maintenance Company, Kansas City, Mo., be and the same is hereby in all things ratified, confirmed and approved.

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

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

MISCELLANEOUS BUSINESS.

By the Centennial Committee of the City of Indianapolis:

July 15, 1920.

The Honorable Mayor and the Common Council of the City of Indianapolis.

Gentlemen: In connection with the report of the Indianapolis Centennial Celebration Committee, which is handed you herewith for your inspection, the Committee desires to express to you, the President of the Common Council and each member thereof, its grateful appreciation for your generous response upon receiving our request for financial assistance to cover the expenses of the celebration.

Also to the City Controller and his helpers for their assistance in handling the funds.

The entire Committee was a unit in endeavoring to carry on the several exercises with the least possible expense, and are glad indeed that the results permitted us to get through without asking for the entire appropriation.

Yours truly,

FRED HOKE,

For the Committee.

November 6, 1920.

Honorable Charles W. Jewett, Mayor, and President and Members of the Common Council, Indianapolis, Indiana.

Gentlemen: The Indianapolis Centennial Celebration Committee submits herewith for your inspection and consideration, its report showing the expenditures of money allowed by the Common Council for the celebration of the one hundredth anniversary of the founding of Indianapolis.

The total cost of the celebration, which opened on Saturday night, June 5th, and closed Thursday night, June 10th, was \$26,844.24.

Of this amount, the total cost to the City of Indianapolis is \$19,319.05; the difference between this amount and \$25,000, which was appropriated by the Council, viz., \$5,680.95, reverts to the City Treasury.

The committee realized \$7,525.19 from the sale of tickets for the centennial music festival on Sunday afternoon and night, June 6th, and the centennial pageant on Tuesday night, June 8th, and Thursday night, June 10th. Only fifty cents admission was charged for each event, and the total receipts from the sale of all tickets were insufficient to meet the expenses of the events. An admission charge was made necessary on account of the expense involved.

Of the total amount that reverts to the city treasury there is at this time \$2,134.45 remaining in the original appropriation fund. There has been refunded to the City Controller \$359.05, account of overpayments. We present herewith check for \$3,187.45, the amount remaining of funds realized from the sale of tickets.

The division of the funds is explained by the fact that, following the celebration, the committee voted to cease drawing on the city appropriation funds to meet its obligations, and drew checks for remaining obligations on the funds realized from the ticket sales.

All debts incurred by the committee were paid only after bills had been approved by the committee chairman, and the executive committee in charge of the general celebration. Vouchers are now on file with the City Controller of Indianapolis, showing the expenditures by the committee and accounting in full for the expenditures.

The Federal Government required the Committee to pay a tax of \$704.11, being ten per cent. on the total receipts realized from the sale of tickets for the concerts and pageant, because the committee itself is not an organized body.

The Committee, however, on behalf of the City of Indianapolis, has filed application with the Federal Government, for a refund of the sum and, in its application for the said refund, contends that, inasmuch as the City of Indianapolis financed the Centennial Celebration through its appropriation, the tax could not be legally assessed.

TABLE SHOWING MONEY RECEIVED AND EXPENDITURES.

Money appropriated by the City -----	\$25,000.00	
Receipts from ticket sales -----	7,525.10	
	<hr/>	
Total money received (to be accounted for) --		\$32,525.19
Total expenses of Celebration -----	\$26,844.24	
Balance with City Controller (unexpended) ----	2,134.45	
Refund to City Controller, account overpayment --	359.05	
Check herewith -----	3,187.45	
	<hr/>	
Total reverting to City Treasury -----	\$ 5,680.95	\$32,525.19

Total cost of Celebration to City -----	19,319.05
	\$25,000.00

Should the refund be made, this amount will revert into the city treasury, further decreasing the city's cost for the Celebration.

This committee acknowledges with deep gratitude the fine Hoosier spirit of co-operation manifested by our citizens generally and especially those who unselfishly contributed time and talent with no compensation except that which comes to one in the feeling of a civic duty well performed.

The splendid spirit shown in this respect made possible the carrying out of the plans of the Celebration at so small an expense.

Respectfully submitted,

JOHN H. HOLLIDAY, Chairman.

AQUILLA Q. JONES, Vice-Chairman.

FRED HOKE, Treasurer.

L. V. SCHNEIDER, Secretary.

HARRY B. SMITH,

C. E. CRIPPIN,

Administration Committee.

On motion of Mr. Willson, the report of the Centennial Committee was received and ordered printed in the proceedings of the Common Council.

ORDINANCES ON SECOND READING.

Mr. Peake called for General Ordinance No. 87, 1920, for second reading. It was read a second time.

Mr. Peake moved that General Ordinance No. 87, 1920, be amended as recommended by the committee. Carried.

Mr. Peake moved that General Ordinance No. 87, 1920, be ordered engrossed, as amended read a third time and placed upon its passage. Carried.

General Ordinance No. 87, 1920, was read a third time and passed by the following vote:

Ayes, 7, viz.: Messrs. Brown, Furniss, Kirsch, Miller, Peake, Pettijohn and Willson.

Noes, 1, viz.: President G. G. Schmidt.

Mr. Peake called for General Ordinance No. 92, 1920, for second reading. It was read a second time.

Mr. Peake moved that General Ordinance No. 92, 1920, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 92, 1920, was read a third time and passed by the following vote:

Ayes, 7, viz.: Messrs. Brown, Furniss, Kirsch, Miller, Peake, Pettijohn and Willson.

Noes, 1, viz.: President G. G. Schmidt.

Mr. Willson called for General Ordinance No. 90, 1920, for second reading. It was read a second time.

Mr. Willson moved that General Ordinance No. 90, 1920, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 90, 1920, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Brown, Furniss, Kirsch, Miller, Peake, Pettijohn, Willson and President G. G. Schmidt.

Mr. Willson called for General Ordinance No. 94, 1920, for second reading. It was read a second time.

Mr. Willson moved that General Ordinance No. 94, 1920, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 94, 1920, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Brown, Furniss, Kirsch, Miller, Peake, Pettijohn, Willson and President G. G. Schmidt.

Mr. Willson called for General Ordinance No. 95, 1920, for second reading. It was read a second time.

Mr. Willson moved that General Ordinance No. 95, 1920, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 95, 1920, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Brown, Furniss, Kirsch, Miller, Peake, Pettijohn, Willson and President G. G. Schmidt.

Mr. Brown called for General Ordinance No. 86, 1920, for second reading. It was read a second time.

Mr. Brown moved that General Ordinance No. 86, 1920, be amended as recommended by the committee. Carried.

Mr. Brown moved that General Ordinance No. 86, 1920, be ordered engrossed as amended, read a third time and placed upon its passage. Carried.

General Ordinance No. 86, 1920, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Brown, Furniss, Kirsch, Miller, Peake, Pettijohn, Willson and President G. G. Schmidt.

On motion of Mr. Furniss the Common Council at 9:30 o'clock P. M. adjourned.

A handwritten signature in cursive script, reading "G. G. Schmidt", followed by a horizontal line extending to the right.

President.

Attest:

A handwritten signature in cursive script, reading "J. O. Bell", followed by a horizontal line extending to the right.

City Clerk.