

REGULAR MEETING

The Common Council of the City of Indianapolis, met in the Council Chamber, Monday evening, April 6, 1925, at 7:30 o'clock in regular session, President Ben H. Thompson in the chair.

Present: The Hon. Ben H. Thompson, President of the Common Council, and eight members, viz., Messrs. Bernd, Bramblett, Buchanan, Clauer, Claycombe, King, Ray, and Wise.

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

COMMUNICATIONS FROM THE MAYOR.

March 17, 1925.

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

I have today approved, signed and delivered to John W. Rhodhamel, City Clerk, the following ordinances:

General Ordinance No. 13, 1925, an ordinance fixing the salary of the Stenographic clerk in the office of the Board of Public Safety in the Department of Public Safety, transferring the sum of One Hundred and Ten (\$110) Dollars from the Tools and Equipment Fund in the Electrical Department under the Department of Public Safety to the Board of Public Safety Office Salaries Fund under the same department, repealing all ordinances or parts of ordinances in conflict therewith, and declaring a time when the same shall take effect.

General Ordinance No. 19, 1925, an ordinance regulating the parking of vehicles on Meridian street from Washington street to Sixteenth street, fixing a penalty for the violation thereof, and declaring a time when the same shall take effect.

General Ordinance No. 20, 1925, an ordinance regulating the parking of vehicles on Southeastern avenue in the city of Indianapolis, fixing a penalty of the violation thereof and declaring a time when the same shall take effect.

General Ordinance No. 21, 1925, an ordinance regulating the parking of vehicles on the east side of Riverside Drive from Eighteenth street to Twenty-ninth street, in the City of Indianapolis, fixing a penalty for the violation thereof, and declaring a time when the same shall take effect.

General Ordinance No. 23, 1925, an ordinance fixing the salary of the Chemical Engineer in the City Civil Engineer's Department under the Board of Public Works, repealing all ordinances in conflict therewith, and fixing a time when the same shall take effect.

General Ordinance No. 24, 1925, an ordinance fixing the salary of the "Senior Assistant City Civil Engineer" in the City Civil Engineer's Department, under the Department of Public Works, repealing all ordinances in conflict therewith, and fixing a time when the same shall take effect.

Appropriation Ordinance No. 7, 1925, an ordinance appropriating the sum of Fifty-six Thousand Twenty-eight (\$56,028.00) Dollars to the salaries fund in the Fire Department, and Forty-seven Thousand Six Hundred Ten (\$47,610.00) Dollars to the salaries fund in the Police Department, both under the Department of Public Safety and declaring a time when the same shall take effect.

Appropriation Ordinance No. 8, 1925, an ordinance appropriating the sum of One Thousand (\$1000.00) Dollars to a fund in the Department of Public Safety to be known as the Fund to provide quarters for Police Horse Barn and fixing a time when the same shall take effect.

Very truly yours,
LEW SHANK,
Mayor.

March 26, 1925.

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

Gentlemen—

I have today approved, signed and delivered to John W. Rhodhamel, City Clerk, Appropriation Ordinance No. 10, 1925, an ordinance appropriating the sum of Thirty Thousand (\$30,000.00) Dollars from any unappropriated funds in the Department of Finance, and reappropriating the same to the Street and Alley Improvement Fund, under the Board of Public Works, and declaring a time when the same shall take effect.

Very truly yours,
LEW SHANK,
Mayor.

March 31, 1925.

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

Gentlemen—

I have today approved, signed and delivered to John W. Rhodhamel, City Clerk, the following ordinances:

General Ordinance No. 27, 1925, an ordinance to divide the City of Indianapolis into six Councilmanic Districts, defining the boundaries thereof, repealing all ordinances or parts of ordinances in conflict with this ordinance and fixing a time when the same shall take effect.

General Ordinance No. 28, 1925, an ordinance to divide the City of Indianapolis into — Election Precincts, defining the boundaries thereof, repealing all ordinances and parts of ordinances in conflict therewith and fixing a time when the same shall take effect.

Very truly yours,
LEW SHANK,
Mayor.

REPORTS FROM CITY OFFICERS

From the City Controller:

March 28, 1925.

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

Gentlemen—

I am sending you herewith copies of an ordinance providing for the appropriation of Five Hundred (\$500.00) Dollars out of any unexpended funds of the City of Indianapolis to the fund in the Police Department, under the Department of Public Safety known and designated as the "Material and Supplies for Central Station" fund.

I respectfully recommend the passage of this ordinance.

Yours very truly,

JOS. L. HOGUE,
City Controller.

Mr. Joseph L. Hogue,
City Controller,
Indianapolis.

March 28, 1925.

Dear Sir—

The Board of Public Safety respectfully requests that you recommend to the Common Council the passage of an ordinance appropriating the sum of Five Hundred (\$500.00) Dollars to the fund in the Police Department, under the Department of Public Safety known and designated as the "Material and Supplies for Central Station." This fund is now depleted and it is necessary to purchase certain equipment, such as is usually provided out of this fund.

You will find herewith copies of an ordinance providing for such appropriation.

Yours very truly,

BOARD OF PUBLIC SAFETY,

By Oscar O. Wise,
Executive Secretary.

April 6, 1925.

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

Gentlemen—

I hand you herewith for passage an ordinance appropriating the sum of Two Thousand Eight Hundred Thirty-three and 34/100 (\$2833.34) Dollars from any unappropriated funds of the City of Indianapolis to the Salaries City Court Fund for the purpose of paying the salary of the Special Judge in the City Court from April 15, 1925, to January, 1, 1926.

I recommend the passage of this ordinance.

Very truly yours,

JOS. L. HOGUE,
City Controller.

April 6, 1925.

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

Gentlemen—

I hand you herewith a communication from the Board of Public Works asking for the passage of an ordinance appropriating the

sum of \$750.00 from any unappropriated moneys to the Street and Alley Opening and Vacation Fund, under the Board of Public Works, for the purpose of paying a judgment in the case of Milton K. Alexander vs. the City of Indianapolis in Room 2, Marion Superior Court, No. A-82572 in the sum of \$750.00.

I respectfully recommend the passage of this ordinance.

Yours very truly,

JOS. L. HOGUE,
City Controller.

April 6, 1925.

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

Gentlemen—

At the request of the Board of Public Safety I am sending you herewith copies of an ordinance providing for the transfer of the sum of \$222.00 from the Tools and Equipment Fund in the Electrical Department, under the Department of Public Safety, to the Salaries Fund of the Board of Public Safety. This additional sum is needed to pay the increased salary of the stenographic clerk in the Board of Public Safety for the balance of the year 1925.

I respectfully recommend the passage of this ordinance.

Respectfully yours,

JOS. L. HOGUE,
City Controller.

April 6, 1925.

Mr. Joseph L. Hogue,
City Controller,
Indianapolis.

Dear Sir—

The Board of Public Safety respectfully requests you to recommend to the Common Council the passage of an ordinance providing for the transfer of the sum of \$222.00 from the "Tools and Equipment Fund," in the Electrical Department, under the Department of Public Safety, to the Salaries Fund of the Board of Public Safety, under the same department. This additional sum is needed to provide for the increase in the salary of the stenographic clerk of the Board of Public Safety for the balance of the year 1925.

Yours truly,

BOARD OF PUBLIC SAFETY,

By Oscar O. Wise,
Executive Secretary.

April 6, 1925.

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

Gentlemen—

I hand you herewith for passage an ordinance creating the position of stenographer to the Special Judge in the City Court, providing for the appointment thereof, fixing the salary thereof, and appropriating the sum of Twelve Hundred Seventy-five (\$1275.00) Dollars from any unappropriated funds to the Salaries City Court Fund for the purpose of paying the salary of said stenographer.

I recommend the passage of this ordinance.

Very truly yours,

JOS. L. HOGUE,
City Controller.

April 6, 1925.

Mr. Joseph L. Hogue,
City Controller,
City.

Dear Sir—

I am directed by the Board of Public Works to submit for your approval and transmission to the Common Council an ordinance ratifying, confirming and providing a certain contract made and entered into on the 1st day of April, 1925, between the City of Indianapolis, by and through its Board of Public Works, with the approval of its Mayor, and the Standard Oil Company, a corporation of New Jersey, whereby the said corporation sells to the City of Indianapolis 500 tons more or less of Standard Paving Asphalt.

Yours truly,
E. WILLIAMS,
Clerk Board of Public Works.

INTRODUCTION OF APPROPRIATION ORDINANCES

By the City Controller:

APPROPRIATION ORDINANCE NO. 13, 1925.

AN ORDINANCE, appropriating the sum of Seven Hundred Fifty (\$750.00) Dollars from any unappropriated moneys to the Street and Alley Opening and Vacation Fund under the Board of Public Works, and declaring a time when the same shall take effect.

WHEREAS, a judgment was rendered against the City of Indianapolis in the case of Milton K. Alexander vs. the City of Indianapolis in Room 2, Marion Superior Court, number A-22572 in the sum of Seven Hundred Fifty (\$750.00) Dollars, and a certified copy of said judgment has been duly certified to the Board of Public Works, which has certified said amount to the City Controller.

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

Section 1. That there be and is hereby appropriated the sum of Seven Hundred Fifty (\$750.00) Dollars from any unappropriated moneys to the Street and Alley Opening and Vacation Fund under the Board of Public Works.

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

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

By the City Controller:

APPROPRIATION ORDINANCE NO. 14, 1925.

AN ORDINANCE, appropriating the sum of Two Thousand Eight Hundred Thirty-three and 34/100 (\$2,833.34) Dollars from any unappropriated funds to the Salaries City Court Fund, for the purpose of paying the salary of the Special Judge in the City Court, 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 hereby is appropriated from any unappropriated funds of the City of Indianapolis, to the Salaries City Court Fund, the sum of Two Thousand Eight Hundred Thirty-three and 34/100 (\$2,833.34) Dollars, for the purpose of paying the Salary of the Special Judge of the City Court of Indianapolis, Indiana, at the rate of Four Thousand (\$4,000.00) Dollars per annum, from April 15, 1925, to January 1, 1925.

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

Which was read a first time.

Mr. King moved that the rules be suspended and Appropriation Ordinance No. 14, 1925, be placed upon its passage.

The roll was called and the rules were suspended by the following vote:

Ayes, 8, viz.: Messrs. Bernd, Bramblett, Buchanan, Clauer, King Ray, Wise and President Ben H. Thompson.

Mr. King called for Appropriation Ordinance No. 14, 1925, for second reading. It was read a second time.

Mr. King moved that Appropriation Ordinance No. 14, 1925, be ordered engrossed, read a third time and placed upon its passage. Carried.

Appropriation Ordinance No. 14, 1925, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Bernd, Bramblett, Buchanan, Clauer, King Ray, Wise and President Ben H. Thompson.
By the City Controller:

APPROPRIATION ORDINANCE NO. 15, 1925.
AN ORDINANCE, appropriating the sum of Five Hundred (\$500.00) Dollars to the Material Supplies for Central Station, fund in the Police Department under the Department of Public Safety, 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 appropriated out of any unexpended funds of the City of Indianapolis, the sum of Five Hundred (\$500.00) Dollars to the Fund in the Police Department under the Department of Public Safety known and designated as the Material and Supplies for Central Station."

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

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

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES

By the Board of Public Works:

GENERAL ORDINANCE NO. 29, 1925.
SWITCH CONTRACT.

AN ORDINANCE approving a certain contract granting Harry Kaufman the right to lay and maintain a sidetrack or switch from a point in the west property line of Senate avenue along and across said Senate avenue to a point in the east line of said Senate avenue in the City of Indianapolis, Indiana; according to blue print attached, in the City of Indianapolis, Indiana.

WHEREAS, heretofore, to-wit: on the — day of March, 1925, Harry Kaufman filed his petition before the Board of Public Works of the City of Indianapolis, as follows:

PETITION.

TO BOARD OF PUBLIC WORKS,
City of Indianapolis.

Gentlemen:

I, the undersigned, respectfully show that I am the owner and in possession of the following real estate in Marion county, Indiana, to-wit:

Lot numbered Fourteen (14) and one (1) acre off of the west side of Lot Numbered Sixteen (16) in the Peru and Indianapolis Railroad Company's South Addition to the City of Indianapolis; that said premises are used and occupied by me in conducting mercantile business thereon under the name of H. Kaufman and Company; that the same has a frontage of about 600 feet on the east side of Senate avenue and that I am desirous of having a railroad switch entering into said premises in and across said Senate avenue, approximately over the following route, to-wit:

Entering at a point in the west line of said Senate avenue, which point is about 150 feet north of the south line of Palmer street and running north from said point and adjacent to the west line of said Senate avenue to a point in the east line of said Senate avenue about 625 feet north of the northeast corner of Senate avenue and Palmer street.

WHEREFORE, I pray a right-of-way for a switch or sidetrack over and along the route above indicated be granted.

Respectfully submitted,
HARRY KAUFMAN.

NOW, THEREFORE, This agreement made and entered into this — day of March, 1925, by and between Harry Kaufman 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 a point in the west property line of Senate avenue along and across said Senate avenue to a point in the east line of said Senate avenue, in the City of Indianapolis, which is more specifically described as follows: Entering at a point in the west line of said Senate avenue, which point is about 150 feet north of the south line of Palmer street and running north from said point in a curve crossing said Senate avenue to a point in the east line of said Senate avenue about 625 feet north of the northeast corner of Senate avenue and Palmer street, 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 Senate avenue 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 of 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 violation 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 Senate avenue, in the City of Indianapolis, all as shown by the drawing attached hereto, filed herewith and for greater certainty marked "Exhibit A."

IN WITNESS WHEREOF, We have hereunto set our hands this ____ day of March, 1925.

If the above switch it not installed and completed in one year, this contract shall be void.

HARRY KAUFMAN,

Party of the First Part.

CITY OF INDIANAPOLIS.

By W. H. Freeman, Vice-President.

M. J. Spencer.

Board of Public Works,

Party of the Second Part.

Approved:

F. C. LINGENFELTER, C. C. E.

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.

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

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

By the City Controller:

GENERAL ORDINANCE NO. 30, 1925.

AN ORDINANCE, transferring the sum of Two Hundred Twenty-two (\$222.00) Dollars from the "Tools and Equipment Fund" in the

Electrical Department to the "Salaries Fund" in the Department of Public Safety, 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 hereby is transferred the sum of Two Hundred Twenty-two (\$222.00) Dollars from the Tools and Equipment Fund in the Electrical Department, and that the same is hereby transferred and reappropriated to the "Salaries Fund" of the Board of Public Safety.

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

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

By the City Controller:

GENERAL ORDINANCE NO. 31, 1925.

AN ORDINANCE, creating the position of Stenographer to the Special Judge in the City Court, providing for the appointment thereof, fixing the salary thereof, appropriating the sum of Twelve Hundred Seventy-five (\$1275.00) Dollars from any unappropriated funds of the City of Indianapolis, to the Salaries City Court Fund, for the purpose of paying the salary of said stenographer, 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 hereby is created the position of stenographer to the Special Judge in the City Court, in the City of Indianapolis, Indiana; said stenographer shall be appointed by the Mayor of the City of Indianapolis. The salary of such stenographer shall be and is hereby fixed at the rate of Eighteen Hundred (\$1800.00) Dollars per year.

Section 2. That there be and is hereby appropriated from any unappropriated funds of the City of Indianapolis to the Salaries City Court Fund the sum of Twelve Hundred Seventy-five (\$1275.00) Dollars to pay the salary of said Stenographer from April 15, 1925, to January 1, 1926.

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

Which was read a first time.

Mr. King moved that the rules be suspended and General Ordinance No. 31, 1925, be placed upon its passage.

The roll was called and the rules were suspended by the following vote:

Ayes, 8, viz., Messrs. Bernd, Bramblett, Buchanan, Clauer, King, Ray, Wise and President Ben H. Thompson.

Mr. King called for General Ordinance No. 31, 1925, for second reading. It was read a second time.

Mr. Ray moved that General Ordinance No. 31, 1925, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 31, 1925, was read a third time and passed by the following vote:

Ayes, 8, viz., Messrs. Bernd, Bramblett, Buchanan, Clauer, King, Ray, Wise and President Ben H. Thompson.

By the Board of Public Works:

GENERAL ORDINANCE NO. 32, 1925.

AN ORDINANCE, ratifying, confirming and approving a certain contract made and entered into on the first day of April, 1925, between the City of Indianapolis by and through its Board of Public Works with the approval of its Mayor and the Oil Company, a corporation incorporated in New Jersey whereby the said corporation sells to the City of Indianapolis, Indiana, Five Hundred (500) Tons, more or less, of Standard Paving Asphalt, and the City of Indianapolis buys Five Hundred (500) Tons of Standard Paving Asphalt, more or less, from said corporation, and declaring the time when the same shall take effect.

WHEREAS, heretofore, on the first day of April, 1925, the City of Indianapolis, by and through its Board of Public Works with the approval of its Mayor, entered into a certain written contract and agreement with the Standard Oil Company of New Jersey whereby the said company sold to the City of Indianapolis, and the City of Indianapolis purchased through said company Five Hundred (500) Tons, more or less, of Standard Paving Asphalt, which said contract is in the words and figures following, to-wit:

MEMORANDUM OF AGREEMENT

Agreement, made this first (1st) day of April, 1925, between Standard Oil Company, incorporated in New Jersey, hereinafter called Seller, and Department of Public Purchase, City of Indianapolis, Ind., hereinafter called Buyer.

Witnesseth: In consideration of the mutuality hereof, it is agreed between the parties hereto, as follows:

1. Seller hereby sells and agrees to ship to Buyer, and Buyer hereby purchases and agrees to accept from Seller, all the Asphalt that said Buyer may require for use in any paving work it may obtain, 500 tons, more or less during the period of nine (9) months from April 1, 1925, to December 31, 1925, both dates inclusive.

As Buyer obtains contracts for the use of Asphalt it shall notify Seller the requirements thereof and the quantity and the place where the same shall be shipped, and thereupon Seller, on receiving shipping instructions therefor, will ship to such designated place the amount so required by Buyer at the following net price, carload lots, f. o. b. Indianapolis, Indiana:

"Standard" Paving Asphalt, in tank cars,.....\$23.30 per net ton

"Standard" Paving Asphalt, in metal drums.....\$27.59 per net ton

A copy of specifications for the above Standard Paving Asphalt is filed herewith, attached hereto and made a part hereof and marked Exhibit "A."

2. Payments to be made by Buyer, in New York Exchange, thirty days after date of invoice, with interest at 6 per cent. thereafter.

If, during the life of this agreement, the financial responsibility of Buyer becomes impaired or unsatisfactory to Seller, advance cash payment or satisfactory security shall be given by Buyer upon demand by Seller, who may withhold shipments until such payment or security is received.

3. Buyer agrees that tank cars will be unloaded within forty-eight hours (Sundays and holidays excepted) after their arrival at initial destination, and that for detention of cars beyond said forty-eight hours it will pay to Seller a per diem charge of Two Dollars (\$2.00) per car.

4. The asphalt shipped under this contract is to be used only in such paving work as Buyer may obtain, and is not to be sold or diverted to any other use, except by the consent, in writing, of the Seller first had and obtained for that purpose.

5. If, at any time, during the period of this contract, the United States or any foreign government or municipal authority thereof shall levy, impose or collect any license fee, export duty, internal, war revenue, excise tax or other fee, tax or charge of any character whatsoever in addition to or in excess of those in existence at the date of this contract, with respect to the production, manufacture, transportation, sale, export, and/or import of the asphalt shipped or to be shipped under this contract, and/or the crude petroleum from which the same is, or is to be, derived, it is agreed that the amount thereof shall be added to the purchase price above specified and shall be borne by the BUYER; provided, however, SELLER shall promptly notify BUYER of the imposition of any such tax, duty or other charge and thereupon BUYER shall have the option of assuming or refusing to assume the payment thereof, and shall notify SELLER of the action taken upon such option by telegraph, with confirmation by mail, to Mr. George W. Lamson, 701 Railway Exchange Building, Chicago, Illinois, within forty-eight (48) hours from the receipt of said notice from SELLER relative to said tax, duty or other charge.

Should the BUYER refuse to assume payment, SELLER shall have the option of either assuming payment of the same or canceling the obligation of SELLER and BUYER under this contract with respect to the undelivered portion of the said asphalt affected by such tax, duty or other charge.

6. Neither SELLER nor BUYER shall be held responsible for any losses resulting if the fulfilment of any terms or provisions hereof shall be delayed or prevented by revolution or other disorders, wars, acts of enemies, strikes, lock outs, fires, floods, Acts of God, arrest or restraint of princes, rulers, or peoples, perils of the sea,

accidents of navigation, breakdown of or injury to ships, expropriation or confiscation of the properties which constitute SELLER'S facilities for receiving, producing, manufacturing, handling, transporting or delivering asphalt and/or crude petroleum from which the same is derived, or without limiting the foregoing by any other cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent, whether of the class of causes hereinbefore enumerated or not.

It is understood that the asphalt, the subject of this contract, is derived and to be derived only from Mexican sources and that in no event shall the SELLER be obligated, though it shall have the right at its option, to supply asphalt of other derivation. It is further understood that the SELLER is not itself a producer of crude petroleum, and that it purchases Mexican crude petroleum from various producers and also from its subsidiary Compania Transcontinental de Petroleo, S. A., which is both a producer and purchaser of Mexican crude petroleum. It is agreed, therefore, that in the event of the diminution of the total amount of Mexican crude petroleum received by the SELLER, the SELLER'S obligations hereunder shall at its option be proportionately reduced.

7. There are no understandings or agreements relative to this contract or to its subject matter that are not fully expressed herein, and this contract shall not be modified, altered, changed or any of its provisions waived except by writing executed with like formality as this contract is executed.

8. This contract is not assignable by BUYER without the consent, in writing, first obtained for that purpose from the SELLER and is subject to cancellation by SELLER in case of breach of any of its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and date herein first above written.

STANDARD OIL COMPANY (NEW JERSEY).

Approved April 1, 1925

Charles E. Coffin
W. H. Freeman
M. J. Spencer

Board of Public Works.

SPECIFICATIONS
ASPHALT FOR MUNICIPAL PLANT OF CITY OF
INDIANAPOLIS

EXHIBIT "A"

The refined asphalts admitted under these specifications shall be prepared from a natural mineral bitumen, either solid or liquid, by such methods of refining as will produce a product complying with the requirements hereinafter given.

(a) Asphalts obtained by the refining of the natural liquid bitumens shall have a penetration of 77 F. of not less than thirty (30).

(b) Ninety-eight and one-half (98½) per cent of the total bitumen of all refined asphalts shall be soluble in carbon tetrachloride.

(c) All shipments of refined asphalt of any one kind shall have the batch number plainly marked on each package or container and shall be uniform in consistency and composition and shall not vary from maximum to minimum more than ten (10) points in penetration at 77 F. The penetration of Mexican, Texaco and California products shall not exceed forty-five (45).

Asphalt admitted under these specifications shall produce when fluxed, where fluxing is necessary, an asphalt cement that will meet the requirements specified below.

The fluxing material may be a paraffine, a semi-asphaltic or an asphaltic residue which shall be tested with and found suitable to the asphalt to be used. The specific gravity of the fluxing material shall lie between ninety-two hundredths (.92) and one and two-hundredths (1.02).

The asphaltic cement prepared from materials above designated shall be made up from the refining asphalt, and the flux, where flux must be used, in such proportions as to produce an asphaltic cement of a suitable degree of penetration.

When fifty (50) grams of the asphaltic cement of the penetration to be used in the paving mixture shall be heated for five (5) hours at a temperature of three hundred and twenty-five (325) degrees F., in a tin box two and three-sixteenth (2 3/16) inches in diameter and one and three-eighths (1 3/8) of an inch deep, after the manner officially prescribed, there must not be volitized more than three (3) per cent of the bitumen present, nor shall the penetration at seventy-seven (77) degrees F., after such heating be less than one-half of the original penetration.

A briquett of the asphalt cement or of its pure bitumen of fifty (50) degrees penetration, having a cross-section of one square centimeter, shall elongate to the extent of not less than thirty (30) centimeters at seventy-seven (77) degrees F., when tested at the rate of five (5) centimeters per minute (Dow).

It shall have an open flash point of not less than 347 F.

The proportion of bitumen soluble in carbon tetrachloride shall not be less than 99 per cent.

Each bidder shall submit with his bid, a sample of not less than one (1) pound of the asphalt or asphalts named in his bid.

Each bidder shall state in his bid the locality in which his particular asphalt is refined, and also to furnish a complete analysis of the asphalt or asphalts named in his bid.

The percentage of bitumen found by analysis of the sample submitted with the bid, using carbon disulphide, at air temperature, as the solvent shall be taken as the minimum percentage of bitumen which the proposed asphalt shall contain, and the award shall be made on the price per ton of "bitumen" calculated from the percentage of bitumen thus found. Each bidder shall make a statement with the bid of the percentage of tare.

All tests herein specified must be made according to official methods on file in the office of the Engineering Chemist.

Upon awarding the contract, the purchasing agent reserves the right to test as many samples as he sees fit out of each car load of asphalt furnished. No payment shall be made to the contractor furnishing such asphalt until the same has been tested and accepted by the Purchasing Agent or his representatives.

The successful bidder or bidders on being awarded the contract must deliver a consignment of at least forty (40) tons of asphalt to the City of Indianapolis within twenty (20) days from the date of the award of the contract and further agrees to ship at least 40 tons of asphalt a week until the total number of tons contracted for are delivered.

Each bidder in submitting proposal must accompany his bid with a certified check for an amount of not less than Three Hundred

Dollars (\$300.00) as an evidence of good faith that the successful bidder or bidders will execute within five (5) days from the acceptance of proposal, contract and bond satisfactory to the Purchasing Agent. Said check to be certified by a reputable bank doing business in the City of Indianapolis, Indiana. A failure of the successful bidder or bidders to enter into such contract and bond upon the acceptance of such proposal will forfeit the check and sum of money payable thereon to the City of Indianapolis as ascertained and liquidated damages for such failure.

The Purchasing Agent reserves the right to reject any or all bids, and the right to let the contract for above kinds of asphalt, the quantity for one contract to be not less than 100 tons.

And, Whereas, said contract and agreement has been submitted by the said Board of Public Works of the City of Indianapolis to the Common Council of said city for its action thereon, Therefore,
Be It Ordained by the Common Council of the City of Indianapolis, Indiana:

Section 1. That the foregoing contract and agreement made and entered into on the first day of April, 1925, by the City of Indianapolis, by and through its Board of Public Works with the approval of its Mayor and the Standard Oil Company, incorporated in New Jersey, be and the same is in all things hereby ratified, confirmed and approved.

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

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

By Mr. Clauer:

GENERAL ORDINANCE NO. 33, 1925.

AN ORDINANCE, amending Section Four of General Ordinance No. 64, 1921, the same being an ordinance pertaining to the maintenance and construction of privy vaults and water closets within the City of Indianapolis, providing the time when the provisions of Section 4 of General Ordinance No. 64, 1921, shall be complied with, and fixing a time when the same shall take effect.
Be It Ordained by the Common Council of the City of Indianapolis, Indiana:

Section 1. That Section 4 of General Ordinance No. 64, 1921, be and the same is hereby amended to read as follows: Section 4, of General Ordinance No. 64, 1921:—This ordinance shall be in full force and effect from and after its passage and due publication as required by law, except, however, that section 1 shall become effective and be in force in the following manner, to-wit: All such connections as are required to be made by section 1 shall be made in the territory known as the original plat of said city and commonly known as the mile square within one year from the date of passage and due publication of said ordinance, all such connections within one-half mile of the outside boundary of the original plat or mile square, shall be made within three years from the date of the taking effect of said General Ordinance No. 64, 1921, all such connections outside of one-half mile from the outside boundary of said original

mile square, and within one mile of said outside boundary of said original mile square, shall be made not later than five (5) years after the date of taking effect of said ordinance. All such connections within the remaining territory inside the corporate limits of the city of Indianapolis shall be made not later than six years after the taking effect of this ordinance.

Section 2. All ordinances or parts of ordinances insofar as the same may be in conflict with the provisions of this ordinance are hereby repealed.

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

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

ORDINANCES ON SECOND READING

Mr. King called for Appropriation Ordinance No. 5, 1925, for second reading. It was read a second time.

Mr. King moved that Appropriation Ordinance No. 5, 1925, be ordered engrossed, read a third time and placed upon its passage. Carried.

Appropriation Ordinance No. 5, 1925, was read a third time and passed by the following vote:

Ayes, 8, viz., Messrs. Bernd, Bramblett, Buchanan, Clauer, King, Ray, Wise and President Ben H. Thompson.

Mr. King called for Appropriation Ordinance No. 9, 1925, for second reading. It was read a second time.

Mr. King moved that Appropriation Ordinance No. 9, 1925, be ordered engrossed, read a third time and placed upon its passage. Carried.

Appropriation Ordinance No. 9, 1925, was read a third time and passed by the following vote:

Ayes, 6, viz.: Messrs. Bramblett, Buchanan, Clauer, King, Ray and President Ben H. Thompson.

Noes, 3, viz.: Messrs. Bernd, Claycombe and Wise.

Mr. King called for Appropriation Ordinance No. 12, 1925, for second reading. It was read a second time.

Mr. King moved that Appropriation Ordinance No. 12, 1925, be ordered engrossed, read a third time and placed upon its passage. Carried.

Appropriation Ordinance No. 12, 1925, was read a third time and passed by the following vote:

Ayes, 9, viz.: Messrs. Bernd, Bramblett, Buchanan, Clauer, Claycombe, King, Ray, Wise and President Ben H. Thompson.

Mr. Ray called for General Ordinance No. 25, 1925, for second reading. It was read a second time.

Mr. Ray moved that General Ordinance No. 25, 1925, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 25, 1925, was read a third time and passed by the following vote:

Ayes, 5, viz.: Messrs. Buchanan, Clauer, King, Ray and President Ben H. Thompson.

Noes, 4, viz.: Messrs. Bernd, Bramblett, Claycombe and Wise.

On motion of Mr. Ray, the Common Council at 8:10 o'clock p. m., adjourned.

Ben H. Thompson

Attest:

President.

John W. Rhodehamel

City Clerk.