

## REGULAR MEETING.

COUNCIL CHAMBER, CITY OF INDIANAPOLIS, IND.

MONDAY, March 4, 1907.

The Common Council of the City of Indianapolis met in the Council Chamber, Monday evening, March 4, 1907, at 7:45 o'clock, in regular session, President Frederick W. Eppert in the chair.

Present: The Hon. Frederick W. Eppert, President of the Common Council, and 17 members, viz: Messrs. Brown, Cottey, Wood, Davis, Neukom, Smither, Rhodes, Bangs, Uhl, Stickelman, Hartmann, Porteus, Royse, Donavon, Sullivan, Hofmann and Wright.

Absent, 3, viz: Messrs. Hamlet, Hilkene and Henry.

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

## COMMUNICATIONS FROM THE MAYOR.

CITY OF INDIANAPOLIS,  
EXECUTIVE DEPARTMENT,  
INDIANAPOLIS, IND., February 19, 1907.

*To the President and Members of the Common Council:*

GENTLEMEN: I return herewith with my approval the following ordinances:

Appropriation Ordinance No. 1, 1907, being "an ordinance appropriating

the sum of \$2,000 with which to pay the Indianapolis Map and Platting Company for services rendered the City of Indianapolis in making complete copies of land plats for use of the Bureau of Assessment."

General Ordinance No. 15, 1907, being "an ordinance approving a certain contract granting Daniel W. Marmon the right to lay and maintain a side-track or switch in and across East Market street, in and along Fulton street, and in and across the first alley north of East Market street and between Fulton and Spring streets."

I have the honor to remain,

Very truly yours,

C. A. BOOKWALTER,  
*Mayor.*

#### REPORTS FROM CITY OFFICERS.

#### From the City Controller:

DEPARTMENT OF FINANCE,  
OFFICE OF CITY CONTROLLER,  
INDIANAPOLIS, IND., March 4, 1907.

*Hon. George T. Breunig, City Controller:*

DEAR SIR: In compliance with Section 3 of General Ordinance No. 134, 1906, I herewith submit a statement of office expenses of this Department for the month of February, 1907.

J. Clyde Power, Engineer and Superintendent.....	\$150.00
Blythe Q. Hendricks, Secretary.....	100.00
Daniel E. Deupree, Draftsman.....	75.00
C. W. Wheat, Forestry Inspector.....	60.00
Central Union Telephone Company.....	12.50
J. P. McCorkle & Son, board of horse.....	16.00
Hygiene Chemical Co., repairing, cleaning and laying of carpet....	22.66
Sentinel Printing Company, printing and office supplies.....	26.70
Robert L. Elder, carpenter work, varnishing, repairing, etc., when office was moved .....	38.80
Hogan Transfer & Storage Co., moving office fixtures and safe.....	45.00

Respectfully submitted,

J. CLYDE POWER,  
*Engineer and Superintendent.*

Respectfully referred to the Common Council.

March 4, 1907.

GEO. T. BREUNIG,  
*City Controller.*

## From Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,  
OFFICE OF THE BOARD.  
INDIANAPOLIS, IND., March 1, 1907.

*To the President and Members of the Common Council:*

GENTLEMEN: I am directed by the Board of Public Works to forward to you, for your consideration and action thereon, the attached switch ordinance, granting to The J. C. Hirschman Company the right to lay and maintain a side-track or switch from the south switching track of the C., H. & D. Ry. across Leota and Maryland streets; also

The switch ordinance granting to C. W. Rossetter & Company the right to lay and maintain a side-track or switch from the side-track of the Chicago, Indianapolis & Louisville Ry. across Thirty-eighth street, and in and along the first alley east of Winthrop avenue to the property of the petitioners.

Yours truly,

F. J. NOLL, JR.,  
*Clerk Board of Public Works.*

## REPORTS FROM STANDING COMMITTEES.

## From Committee on Railroads:

INDIANAPOLIS, IND., March 4, 1907.

*To the President and Members of the Common Council:*

GENTLEMEN: Your Committee on Railroads, to whom was referred General Ordinance No. 20, 1907, entitled, "an ordinance approving a certain contract granting Levi S. Pierson the right to lay and maintain a side-track or switch across Drover street and Kentucky avenue, have had same under consideration and would recommend that same do pass.

Respectfully submitted,

ALBERT E. COTTEY.  
B. A. BROWN.  
E. J. STICKELMAN.  
CHAS. G. DAVIS.

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

## INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

## By Board of Public Works:

General Ordinance No. 23—1907: An ordinance approving a certain contract granting The J. C. Hirschman Company the right to lay and maintain a side-track or switch from the south switching track of the C., H. & D. Ry. across Leota and Maryland streets, according to blue print attached, in the City of Indianapolis, Indiana.

WHEREAS, heretofore, to-wit: On the 1st day of March, 1907, The J. C. Hirschman 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: We, the undersigned corporation, petition your Honorable Body for permission to lay a switch track across Leota and Maryland streets as shown by attached drawing.

THE J. C. HIRSCHMAN CO.,  
Per F. H. HIRSCHMAN, Sec'y and Treas.

*Now, therefore,* This agreement, made and entered into this 1st day of March, 1907, by and between The J. C. Hirschman 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 side-track or switch from C., H. & D. railroad to The J. C. Hirschman Company's factory in the City of Indianapolis, which is more specifically described as follows:

A siding for J. C. Hirschman Company extending from the south switching track of the C., H. & D. R. R., near where said track crosses South-eastern avenue, and running in a southwestwardly direction for a distance of 585 feet, more or less.

Said siding to cross Leota street from a point on the east side of said street, distant 40 feet, northwardly from the north line of Maryland street, to a point on the west side of Leota street, distant 8 feet southwardly from the north line of Maryland street; and crossing Maryland street from the point last mentioned to a point on the south line of Maryland street, distant 48 feet, more or less, from the west line of Leota street, as shown on plan hereto attached, 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 nowise 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 side-track or switch across \_\_\_\_\_ 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 1st day of March, 1907.

THE J. C. HIRSCHMAN CO.,  
Per F. H. HIRSCHMAN, Sec'y and Treas.  
Party of the first part

Witness:

JOHN W. ROBERTS.

CITY OF INDIANAPOLIS,  
By JOSEPH T. ELLIOTT.  
P. C. TRUSLER.  
F. J. MACK.  
*Board of Public Works.*  
Party of the second part.

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 and referred to the Committee on Public Property and Improvements.**

**By Board of Public Works:**

General Ordinance No. 24—1907: An ordinance approving a certain contract granting C. W. Rossetter & Company the right to lay and maintain a side-track or switch from the side-track of the Chicago, Indianapolis & Louisville Railway across Thirty-eighth street and in and along the first alley east of Winthrop avenue to the property of petitioners, according to blue print attached, in the City of Indianapolis, Indiana.

WHEREAS, heretofore, to-wit: On the 1st day of March, 1907, C. W. Rossetter & Company filed their 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: We, the undersigned, respectfully petition for permission to lay and maintain a side-track or switch extending from the side-track or switch of the Chicago, Indianapolis & Louisville Railway, now located at or near the north line of Thirty-eighth street, across said Thirty-eighth street and continuing southwestwardly as follows: Beginning at the end of said Chicago, Indianapolis & Louisville Railway switch at a point on the north line of Thirty-eighth street, said point being one hundred and seventy-five (175) feet, measured along the north line of said street, east of the corner of said Thirty-eighth street and Winthrop avenue; running thence in a southwesterly direction and crossing said street and crossing the south line of said Thirty-eighth street at a point where said line crosses the first alley east of Winthrop avenue, and continuing in a southwesterly direction into and along said alley to a point one hundred and thirty-five (135) feet, more or less, south of the north line of Thirty-eighth street, to a point where said proposed switch crosses the west line of said alley and enters into and upon the property of your petitioners, at the east end of lot numbered one hundred and thirteen (113) of the subdivision of Marion Highland's Second Section Addition to the City of Indianapolis, as recorded in Plat Book 14 at page 147, of the Recorder's Office of Marion County; the said proposed switch not entering upon or touching any lands except said street and alley, and the property of your petitioners. The measurements given above are from the center line of said proposed switch. All of which is more clearly shown on the blue print attached hereto and made a part hereof marked Exhibit "A."

Very respectfully,

C. W. ROSSETTER & CO.,

By W. B. ROSSETTER.

*Now, therefore,* This agreement, made and entered into this . . . day of . . . . ., 190. . . by and between C. W. Rossetter & Company, a firm composed of Chas. W. Rossetter and Waldo B. Rossetter, 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 side-track or switch from the side-track or switch of the Chicago, Indianapolis & Louisville Railway at the north line of Thirty-eighth street, southwestwardly across said street and into and along the first alley east of Winthrop avenue, to the property of party of the first part in the City of Indianapolis, which is more specifically described as follows: Beginning at the end of said Chicago, Indianapolis & Louisville Railway switch at a point on the north line of Thirty-eighth street, said point being one hundred and seventy-five (175) feet, measured along the north line of said street, east of the corner of said Thirty-eighth street and Winthrop avenue; running thence in a southwesterly direction across said street and crossing the south line thereof at a point where said line crosses the first alley east of Winthrop avenue; and continuing in a southwesterly direction into and along said alley to a point one hundred and thirty-five (135) feet more or less, south of the north line of Thirty-eighth street, to a point where said proposed switch crosses the west line of said alley and enters into and upon the property of said party of the first part, at the east end of lot numbered one hundred and thirteen (113) of the subdivision of Marion Highland's Second Section Addition to the City of Indianapolis, as recorded in Plat Book 14 at page 47 of the Recorder's Office of Marion

County, Indiana, hereby covenant and fully bind themselves, 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 Thirty-eighth street and said alley 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 costs 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 side-track or switch across ..... 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 1st day of March, 1907.

C. W. ROSSETTER & CO.,  
By W. B. ROSSETTER.  
Party of the first part.

Witness:  
ROBERT L. KEITH.

CITY OF INDIANAPOLIS,  
By JOSEPH T. ELLIOTT.  
P. C. TRUSLER.  
F. J. MACK.  
*Board of Public Works.*  
Party of the second part.

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 and referred to the Committee on Fees and Salaries.

By Mr. Wood:

General Ordinance No. 25—1907: An ordinance regulating the location and maintenance of places wherein are kept for sale intoxicating liquors to be drunk on the premises, fixing a penalty for the violation thereof, and fixing a time when the same shall take effect.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, That it shall be unlawful for any person to locate or maintain any room or place where intoxicating liquors are kept for sale, or to be kept for sale, are sold, or to be sold, to be drunk on the premises by virtue of any license issued under the laws of the State of Indiana or under the ordinances of the City of Indianapolis within the City of Indianapolis within five hundred feet of any premises occupied as a public school except as in this ordinance otherwise provided.

SEC. 2. No license hereafter shall be issued for the sale of any intoxicating liquors at any place within five hundred feet of such public school premises, and any license so issued shall be void.

SEC. 3. The provisions of this ordinance shall not apply to the district bounded on the north by Ohio street, on the east by Alabama street, on the south by South street and on the west by Capitol avenue.

SEC. 4. Any person who shall violate any of the provisions of this ordinance shall be fined in any sum not exceeding one hundred dollars. Every day this ordinance is violated shall constitute a separate offense.

SEC. 5. This ordinance shall take effect from and after its passage and its publication once each week for two consecutive weeks in the Indianapolis Sun, a newspaper of general circulation, save that as to any and all dealers in intoxicating liquors now conducting their business under a city license it shall be operative only to prevent the renewal of any license for the same.

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

#### ORDINANCES ON SECOND READING.

Mr. Cottey called for General Ordinance No. 20, 1907, for second reading. It was read a second time.

Mr. Cottey moved that General Ordinance No. 20, 1907, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 20, 1907, was read a third time and passed by the following vote:

Ayes, 18, viz.: Messrs. Brown, Cottey, Wood, Davis, Neukom, Smither, Rhodes, Bangs, Uhl, Stickelman, Hartmann, Portteus, Royse, Donavon, Sullivan, Hofmann, Wright and President Frederick W. Eppert.

Noes, none.

March 4, 1907.]

CITY OF INDIANAPOLIS, IND.

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On motion of Mr. Royse, the Common Council, at 8:00 o'clock P. M., adjourned.

*Fred. W. Cooper*  
.....  
President

ATTEST:

*James M. Nulty*  
.....  
City Clerk.

