

SPECIAL MEETING.

COUNCIL CHAMBER,
CITY OF INDIANAPOLIS,
September 23, 1895. }

The Common Council of the City of Indianapolis met in the Council Chamber, Monday evening, September 23, 1895, at 8 o'clock, in special session, pursuant to the following call:

INDIANAPOLIS, IND., Sept. 18, 1895.

Lee Nixon, Esq., City Clerk:

DEAR SIR—Please issue this call:

To the Members of the Common Council:

GENTLEMEN—You are hereby requested to meet in special meeting in the Council Chamber, at eight o'clock P. M., September 23, 1895, to transact such business as may come before said meeting.

W. H. COOPER,
President.

I, Lee Nixon, Clerk of the Common Council, do hereby certify that I have served above notice upon the President and each member of the Common Council prior to the time of meeting, pursuant to the rules.

LEE NIXON,
City Clerk.

Present, Hon. A. A. Young, Vice-President of the Common Council, in the chair, and 17 members, viz: Messrs. Allen, Colter, Costello, Drew, Hennessy, Kaiser, Koehring, Krauss, Merritt, Murphy, O'Brien, Puryear, Rauh, Shaffer, Schmid, Stein and Stott.

Absent, 3—viz: Messrs. Cooper, Magel and Ryan.

The Clerk proceeded to read the Journal, whereupon Councilman Rauh moved that the further reading of the Journal be dispensed with.

Which motion prevailed.

COMMUNICATIONS, ETC., FROM MAYOR.

His Honor, the Mayor, presented the following communication:

EXECUTIVE DEPARTMENT,
CITY OF INDIANAPOLIS,
September 17, 1895. }

To the President and Members of the Common Council:

GENTLEMEN—I have this day approved G. O. No. 47 of 1895, being an ordinance to disannex and throw out territory forming a part of the corporate limits of the city bounded by Rural, Michigan, Watt and Ohio streets.

I also approved Resolution No. 11 of 1895, appointing inspectors for the city election to occur October 8, 1895, on the 16th inst.

Respectfully submitted,
C. S. DENNY,
Mayor.

Which was read and ordered spread on the minutes.

REPORTS FROM OFFICIAL BOARDS.

Communication from Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,
CITY OF INDIANAPOLIS,
September 23, 1895. }

Hon. William H. Cooper, President Common Council, City of Indianapolis:

DEAR SIR—We herewith submit to your honorable body for consideration and action thereon an ordinance approving a certain contract between the City of Indianapolis and the Phoenix Telephone Company.

Very respectfully,
W. B. HOLTON,
E. L. ATKINSON,
JNO. OSTERMAN,
Board of Public Works.

Which was read and referred to Committee on Contracts and Franchises.

Communication from Board of Public Works:

CITY ENGINEER'S OFFICE,
INDIANAPOLIS, IND.,
September 23, 1895. }

W. B. Holton, E. L. Atkinson, J. Osterman, Board of Public Works:

GENTLEMEN—I have examined the plan for the new yards and freight station of the L., N. A. & C. Railroad, and the crossings of Liberty street by the lead track, and of East street by the yard tracks, and think they are very good. The description of locations are correct, and with contract requirements as to drainage, location of switch stands and maintenance of crossing, the condition of East and Liberty streets will not be made any more objectionable than it is with the yard tracks of the other roads now there. The added tracks will not add appreciably to the difficulties of the crossing.

Respectfully submitted,
CHAS. C. BROWN,
City Engineer.

DEPARTMENT OF PUBLIC WORKS,
CITY OF INDIANAPOLIS,
September 23, 1895. }

Hon. W. H. Cooper. President Common Council, City:

DEAR SIR—We beg leave to submit to your honorable body for consideration and action thereon an ordinance approving a certain contract between the City of Indianapolis and the Louisville, New Albany & Chicago Railway Company, granting them the right to lay and maintain certain tracks across Liberty street and East street in this city.

Very respectfully,

W. B. HOLTON,
E. L. ATKINSON,
JOHN OSTERMAN,
Board of Public Works.

Which was read and referred to Committee on Contracts and Franchises.

REPORTS, ETC., FROM STANDING COMMITTEES.

Mr. Allen, on behalf of the Committee on Contracts and Franchises, to which was referred :

G. O. No. 54, 1895. An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 26th day of May, 1893, and contract modifying same entered into the 14th day of September, 1895, between the City of Indianapolis, by and through its Board of Public Works, and the Indianapolis Desiccating Company, for the disposal of night soil, refuse and unclean material other than garbage, and garbage.

Made the following report :

Mr. President :

Your Committee on Contracts and Franchises, to whom was referred G. O. No. 54, had the same under consideration and respectfully recommend it be passed.

J. R. ALLEN.
H. RAUH.
CHARLES KRAUSS.
JOHN H. SCHMID.
GEO. MERRITT.
GEO. R. COLTER.
JAS. H. COSTELLO.

Which was read and concurred in.

Mr. Rauh, on behalf of the Committee on Finance, to which was referred :

G. O. No. 52, 1895. An ordinance ordering and directing the levy of an annual tax, and fixing the rate of levy and taxation for the City of Indianapolis, Indiana, for the year 1895.

Made the following report :

Mr. President:

Your Committee on Finance, to whom was referred General Ordinance No. 52, had the same under consideration and respectfully recommend the passage of the same.

HENRY RAUH.
J. R. ALLEN.
GEO. R. COLTER.
GEO. MERRITT.
JAS. H. COSTELLO.
ED. G. STOTT.
CHAS. KRAUSS.

Which was read and concurred in.

Mr. Rauh, on behalf of the Committee on Finance, to which was referred :

App. O. No. 10, 1895. An ordinance appropriating moneys for the purpose of defraying current expenses of the city government of the City of Indianapolis, Indiana, and for the use of the several executive departments thereof, for the fiscal year beginning January 1, 1896, and ending December 31, 1896, including all outstanding claims and obligations which become due and payable within said period.

Reported that the Committee failed to agree.

Mr. Costello, on behalf of the minority of Committee on Finance, offered a minority report on App. O. No. 10, 1895.

Mr. Drew moved that Appropriation Ordinance No. 10, 1895, be recalled from the Committee on Finance and laid on the table to be taken up on second reading, and that the minority report be then read.

The Chair ruled Mr. Drew's motion out of order.

Mr. Costello appealed from the decision of the chair.

Mr. Merritt was called to the chair.

The ayes and nays being called for the Chair was sustained by the following vote :

AYES, 13—viz: Messrs. Allen, Drew, Kaiser, Koehring, Krauss, Merritt, Murphy, Puryear, Rauh, Schmid, Shaffer, Stein and Stott.

NAYS, 4—viz: Messrs. Colter, Costello, Hennessy and O'Brien.

Mr. O'Brien on behalf of the Committee on Public Safety and Comfort, to whom was referred :

G. O. No. 42, 1895. An ordinance to repeal G. O. No. 8, 1887, being an "Ordinance to permit David Quaintance to occupy a stand over the east gutter of Meridian street, at the southeast corner of Meridian and Washington streets, in the City of Indianapolis."

Made the following report:

To the President and Members of the Common Council:

GENTLEMEN—Your Committee on Public Safety and Comfort, to whom was referred G. O. No. 42, respectfully recommend it be passed.

J. H. SCHMID.
D. W. O'BRIEN.

Which was read and concurred in.

Mr. Drew, on behalf of the Committee on Sewers, Streets and Alleys, to which was referred:

G. O. No. 53, 1895. An ordinance to regulate bicycles and the use of the streets by them, and to prevent the incumbering of sidewalks with bicycles, and matters connected therewith.

Made the following report:

Mr. President:

Your committee to which was referred General Ordinance No. 53, 1895, hereby reports on the same and recommends that it be amended as follows:

1. That the title thereof be amended by inserting after the word "bicycles" in line 1 thereof the words "and other vehicles."
2. That section 1 thereof be amended by striking out of line 2 of said section the words "drive or propel," and by striking out all that follows the word "same" in line 5 of said section and making a period after such word "same."
3. That section 2 be amended by striking out of line 3 of said section the words "within a radius of one and one-half miles."
4. That section 4 be amended by striking out the last word thereof.
5. That a new section, numbered section 5, be added after section 4, as follows:

"SECTION 5. No person being the driver of any vehicle with a draft animal attached shall intentionally so drive as to crowd any person on a bicycle on or against the curb of the street, or on or against any other vehicle or object on such street, or off or over any embankment at the side of the roadway of any street."

6. That the numbers of sections 5 and 6 be changed to 6 and 7 respectively.

When amended as above, we recommend that said ordinance be passed.

L. W. DREW,
WM. HENNESSY,
Committee.

Which was read and concurred in.

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

Under this order of business the following ordinance was introduced:

By Mr. Hennessy:

G. O. No. 55, 1895. An ordinance providing for the inspection and sealing of weights and measures, and matters connected therewith.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the Department of Public Works of said city be, and it hereby is, authorized and directed to procure and maintain the necessary and approved standards of weights and measures as established by statutes of the State of Indiana and by ordinances of the City of Indianapolis, Indiana, with the several necessary subdivisions of such weights and measures, for the purpose of testing and proving the weights and measures used for weighing and measuring articles bought, sold or offered for sale in said city. And such Department of Public Works is hereby authorized and directed to test all weights, measures, scales, beams, steelyards, platform scales, and other machinery used for weighing or measuring within said City of Indianapolis, at least once in every six months, and to inspect the same as often as may be deemed necessary. Such Department of Public Works is authorized to employ a person who shall be skilled in the art of testing and proving weights and measures and otherwise capable of performing the duties required to be performed by this ordinance. Such employe shall receive a salary at the rate of seventy-five dollars per month, to be paid as other salaries of employes of said department are paid. Such employe shall furnish a bond, with approved security, in the penal sum of one thousand dollars, conditioned for the faithful performance of his duties under such appointment. When such weights and measures are tested and found to be correct according to the declared standards, they shall be sealed and stamped with a stamp or by pasting a card thereon, as shall be deemed most proper. Any person or corporation neglecting or refusing to exhibit to the person performing the duties provided for in this ordinance, when called upon, any or all of such weights, measures, scales, beams, steelyards, platform scales, or other machinery by them used for weighing or measuring any article or commodity bought, sold or offered for sale in said city, shall, upon conviction thereof, be fined in any sum not exceeding fifty dollars.

SEC. 2. Such Department of Public Works, by and through its proper officer or employe, shall test all weights, measures, beams, scales, steelyards, platform scales or other machinery used for weighing or measuring in said city at the several places where used, when practicable to do so, otherwise at the office of such Board. After the same are found to be correct, they shall be sealed and marked as aforesaid, with the letters "I. C. S." being the initials of and meaning "Indianapolis City Sealer."

SEC. 3. There shall be paid to such Department of Public Works, for the use of the city at the time of such sealing and marking, the following sums: For sealing and marking every beam, ten cents; for sealing and marking every weight, two cents; for sealing and marking liquid and dry measures, if the same be of one gallon or more, ten cents; of less than one gallon, two cents; such sums to be paid by the owners of such weights or measures.

SEC. 4. Such department shall keep a record of all tests made as aforesaid, and of all sealings and markings as provided herein, together with the name of the owner or owners of articles or machinery, the time when tested, sealed or marked, and the amount of money charged and collected for the same. Such moneys so collected shall at least once each week be paid to the City Treasurer, and the voucher therefor deposited with the City Comptroller, together with a detailed statement of the moneys collected, under oath.

SEC. 5. All persons using weights, measures, scales, beams, steelyards, platform scales or other machinery for weighing or measuring any article intended to be furnished or sold in this city, or in the weight or measurement of which other persons or the public are interested, shall cause such weights, measures, scales, beams, steelyards, platform scales or other machinery used for weighing or measuring as aforesaid, to be tested, marked and sealed by the Department of Public Works, or its officer or employe thereunto duly authorized. Every person, firm or corporation that shall use, or permit to be used, any weights, measures, scales, beams, steelyards, platform scales, or other machinery used for weigh-

ing or measuring not tested, marked and sealed as aforesaid, or who shall refuse to submit the same to be inspected to the officer or employe of such department charged with such duties, on his demand, shall, on conviction thereof, be fined in any sum not exceeding fifty dollars: *Provided, however,* That upon a showing by any defendant that no such employe of the Department of Public Works has called upon him for the purpose of testing his weights or measures, or has notified him where he may have such weights and measures tested, he shall not be fined for using such weights or measures without the same having been tested, marked and sealed.

SEC. 6. It shall be the duty of such employe of the Department of Public Works to inspect all weights and measures used in the city of Indianapolis as aforesaid. And in case of violation of this or any other ordinance of such city relating to weights or measures, or in case of any violation of any State statute relating thereto, such employe may make and file in behalf of such city a verified complaint thereof in the Police Court of such city, or any citizen may make and file such complaint.

SEC. 7. This ordinance shall be in full force and effect from and after its passage and publication once each week for two weeks consecutively in *The Sun*, a daily newspaper of general circulation printed and published in said City of Indianapolis.

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

By Board of Public Works:

G. O. No. 56, 1895. An ordinance approving a certain contract, granting the Louisville, New Albany & Chicago Railway Company the right to lay and maintain one lead track across Liberty street and six side-tracks or switches across East street, in the City of Indianapolis, State of Indiana.

WHEREAS, heretofore, to-wit; on September 23, 1895, the City of Indianapolis, by and through its Board of Public Works, made and entered into a certain contract with the Louisville, New Albany & Chicago Railway Company, which contract is as follows:

WHEREAS, to-wit: On the 14th day of September, 1895, the Louisville, New Albany & Chicago Railway Company filed their petition before the Board of Public Works of the City of Indianapolis as follows:

PETITION.

INDIANAPOLIS, Sept. 14, 1895.

To the Board of Public Works of the City of Indianapolis:

The undersigned, owners of property purchased for terminal purposes, in the City of Indianapolis, located south of Pearl street and extending from Liberty street to New Jersey street, respectfully petition you for the making of a contract by and between the undersigned and the City of Indianapolis, providing for a right-of-way for one lead track across Liberty street, and for a right-of-way for six side-tracks or switches to cross East street, in said city, which lead track and switches, or side-tracks, are more specifically described as follows, and as further shown by the drawings herewith submitted, attached hereto, filed herewith, and for greater certainty marked "Exhibit A.:"

1. A lead track, marked "A," crossing Liberty street, the center of the track at the east property line of Liberty street being 162 feet south of the south property line of Washington street and at the west property line of Liberty street 169 feet and 6 inches south of the south property line of Washington street.

2. A switch or side-track, marked "2," crossing East street, being 6 feet south of the south property line of Pearl street, or Cumberland alley, and parallel hereto.

3. A switch, or side-track, marked "3," crossing East street, being 18 feet south of the south property line of Pearl street, or Cumberland alley, and parallel thereto.

4. A switch, or side-track, crossing East street, marked "4," the center line of which crosses East street at its east property line 39 feet south of the south property line of Pearl street, or Cumberland alley, and the west property line of East street 48 feet south of the south property line of Pearl street, or Cumberland alley.

5. A switch, or side-track, marked "5," the center of which crosses the east property line of East street 51 feet south of the south property line of Pearl street, or Cumberland alley, and 60 feet south of the south property line of said street, or alley, at the west property line of East street.

6. A switch, or side-track, marked "6," the center of which crosses the east property line of East street 54 feet south of the south property line of Pearl street, or Cumberland alley, and the west property line of East street 72 feet south of the south property line of Pearl street, or Cumberland alley.

7. A switch, or side-track, marked "7," which starts from the switch not more than 15 feet west of the east property line of East street and crosses the west property line of East street at a point 84 feet south of the south property line of Pearl street, or Cumberland alley.

Your petitioner prays that the privileges and authority herein requested shall be granted upon such terms and conditions as may hereafter be agreed upon by contract.

THE LOUISVILLE, NEW ALBANY & CHICAGO RAILWAY CO.,

By W. H. McDOEL,
Vice-President and General Manager.

NOW, THEREFORE, This agreement made and entered into this September 23, 1895, by and between the Louisville, New Albany & Chicago Railway Company, party of the first part, and the City of Indianapolis, State of Indiana, by and through its Board of Public Works, party of the second part;

WITNESSETH, That said party of the first part being desirous of securing a right-of-way for a lead track across Liberty street, south of Washington street, and for a right-of-way for six sidetracks, or switches, over and across East street, immediately south of the south property line of Pearl street, or Cumberland Alley, hereby covenants and agrees and fully binds itself, its successors, receivers, legal representatives and assigns that, in consideration of the granting of the privileges and authority herein given, it will lay, construct and maintain said lead track, switches or side-tracks upon the terms and conditions hereinafter set forth, viz:

1. Said lead track, switches, or side-tracks 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 and control of the Board of Public Works of the City of Indianapolis.

2. Said lead track, switches or side-tracks shall be laid on such grade as shall be established by said board and shall be put down under its supervision and to its satisfaction and approval. Such tracks 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.

3. The crossing where said lead track crosses Liberty street, and where said side-tracks or switches cross East street, shall at all times, be kept improved, and in repair and free from defects or obstructions of any kind. No car or cars shall be permitted to obstruct such crossings or to be thereon except for such time as may be absolutely necessary in moving them back and forth, but they shall, at no time, be stopped or detained thereon in such a manner as to obstruct public travel.

4. The party of the first part hereby agrees and binds itself to properly plank, to the satisfaction of said board, from property line to property line of Liberty street and East street, where said tracks, herein authorized, cross the same, the space between the rails of said lead track, and switches or side-tracks, as well as the space between the tracks of the switches or side-tracks on East street, and to repair and maintain the same in good condition, at all times, to the satisfaction of the Board of Public Works.

5. In case said lead track, side-tracks or switches shall be or become out of repair or in need of being reconstructed or becomes in any way defective (of which facts 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 improve the same, and failing in which, after a notification, in writing, of ten days, said board shall do or cause the same to be done at the expense of said party of the first part, and for which expense and cost said party of the first part shall be liable.

6. The party of the first part agrees to lay a drain pipe 20 inches in diameter across the tracks in each gutter of East street with a proper and sufficient connection with the drain pipes now existing under the tracks to the south and to make proper inlets at Pearl street, or Cumberland alley. The first party also agrees to make good and sufficient drainage for the gutters of Liberty street under the tracks herein described.

7. The party of the first part hereby agrees and binds itself to furnish and maintain daily, between the hours of 6 o'clock, A. M. and 7 o'clock, P. M. a watchman or flagman, at the crossing of its tracks with East street.

8. The party of the first part hereby agrees that the lead track across Liberty street and the switches, or side-tracks across East street shall not be used for switching purposes for the making up and dispatching of trains, but shall only be used for the storing of cars for the purpose of loading and unloading the same.

9. It is hereby agreed that no switch stands shall be located not more than 20 feet from the property lines of East street.

10. The said party of the first part hereby binds itself to hold the said party of the second part harmless from any and all claims for damages growing out of the existence, maintenance or use of said lead track, switches or side-tracks, and to pay any judgment, with costs, that may be, on that account, rendered against it or said city.

7. Any violation of any provision of this instrument by said party of the first part, or by any one for it or at its instance or permission, shall operate as an immediate and absolute forfeiture of all the privileges and authority granted or given by this contract, and the same can be, by a written notice of ten days, from the second party to the party of the first part, declared to be null and void, and the tracks herein authorized shall be removed by the first party at its expense, and failing in which, the second party may remove the same at the expense of the first party. And said party of the first part hereby releases all claim for damages whatsoever that may arise by reason of such removal, and said Board, in removing said side-tracks, switches, or lead track, or in causing the same to be done, shall, in no wise, be or become a trespasser.

The 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 the incorporation and government of cities having more than one hundred thousand population according to the last preceding United States census, and matters connected therewith, and declaring an emergency," approved March 6, 1891, and in consideration of the things hereinbefore set forth, and upon the terms and conditions herein stipulated, hereby gives, grants and duly vests said party of the first part the right, privilege and authority to lay and maintain a lead track over and across Liberty street, and six switches, or side-tracks, over and across East street, as and for the purpose prayed in its petition which is set forth in the preamble hereto, and as shown by the drawings attached and made part thereof and marked "Exhibit A."

IN WITNESS WHEREOF, we have hereunto set our hands this September 23, 1895.
LOUISVILLE, NEW ALBANY & CHICAGO RAILWAY CO.,

By W. H. McDOEL,
*Vice-President and General Manager,
Party of the First Part.*

THE CITY OF INDIANAPOLIS,
By W. B. HOLTON,
E. L. ATKINSON,
JNO. OSTERMAN,
*Board of Public Works,
Party of the Second Part.*

WHEREAS, Said contract has been submitted by said Board 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 said contract, above set forth, be and the same is hereby, in all things, confirmed and approved.

SEC. 2. This ordinance shall take effect and be in force from and after its passage.

Which was read a first time and referred to Committee on Contracts and Franchises.

By Board of Public Works:

G. O. No. 57, 1895. An ordinance approving a certain contract between the City of Indianapolis, Indiana, and the Indianapolis Phoenix Telephone Company, and providing when the same shall take effect.

WHEREAS, To-wit: On September 23, 1895, the City of Indianapolis, by and through its Board of Public Works, made and entered into a certain contract with the Phoenix Telephone Company, which contract is as follows:

THIS AGREEMENT made and entered into this 23rd day of September, 1895, by and between the City of Indianapolis, of Marion County, State of Indiana, by and through its Board of Public Works, party of the first part, and the Indianapolis Phoenix Telephone Company, a corporation duly organized and incorporated under and by virtue of the laws of the State of Indiana, party of the second part:

WITNESSETH:

1. That the party of the first part, by and through its Board of Public Works, under and by virtue of the powers conferred upon it by law, does hereby authorize and empower the said party of the second part, its successors and assigns, and by the terms of this contract, consent, permission and authority are by said board given, granted and vested unto said party of the second part, to construct, lay, maintain and operate in said City of Indianapolis, through the public streets, avenues, alleys and thoroughfares thereof, underground conduits with the necessary manholes, house connections and other appliances, and to place therein wires, conduits and such other appurtenances as may be necessary or proper to operate the same for telephone and telegraph service, and to erect, maintain and use in said streets, avenues and thoroughfares suitable poles for telephone and telegraph uses, and to place and maintain cables, wires and proper fixtures thereon for such purpose and to let and lease such underground conduits or any part or parts thereof or of said poles and fixtures, to contracting companies and customers; *Provided, however*, that the letting or leasing of said conduits, poles or fixtures or parts thereof to any contracting companies or customers shall be subject to the approval of the said Board of Public Works, and limited to such wires as the Board of Public Works may approve, upon application previously made to said board in writing. The authority hereby granted, and all rights and privileges hereby conferred upon said second party, its successors and assigns, lessees and customers, are upon the consideration, covenants and agreements, and subject to all the conditions, terms and limitations hereinafter prescribed.

2. Before exercising any of the authority, right or privileges hereby granted, said company shall file with the Board of Public Works of said city a map, plan and specification showing the exact location and character of the proposed work, both underground and aerial, and the same shall be subject to the approval of said Board, and all work performed by said company, its agents or employes, or by its authority, shall be subject to the approval of said Board, which may require and direct any change in said map, plans or specifications, or work thereunder, either before or at any time after it is performed, which shall be necessary for the protection of either public or private interests, and all subsequent additions, extensions and changes in said work shall be subject to like approval and conditions.

3. There shall be no poles, or wires, or aerial structures erected, constructed or maintained by the second party within the area or territory within said city bounded on the north by New York street, on the east by Alabama street, on the south by Louisiana street, and on the west by Mississippi street; nor on any of the aforesaid bounding streets except by consent of the Board of Public Works. Within said area all wires of the second party shall be underground: *Provided, however,* Service and exchange connections may be made above the surface, and for this purpose wires may extend from the underground system above the surface so far as reasonably necessary for such connections, all such surface and aerial wires and necessary fixtures and structures for such purpose to be subject to approval by said Board of Public Works.

The party of the second part agrees to place their wires in underground conduits, as follows, to-wit: In New York street, from Mississippi street to Delaware street; Indiana avenue, from Ohio street to New York street; Pennsylvania street, from Washington street to Georgia street; Illinois street, from Washington street to Louisiana street; Mississippi street, from New York street to Georgia street; Wabash street, from Pennsylvania street to Alabama street; and to have the use of the sewers, in which to place cables, as follows, to-wit: On Washington street, from East street to Illinois street; on Illinois street, from Washington street to Ohio street; on Pennsylvania street, from Washington street to Ohio street; on Kentucky avenue, from Washington street to Georgia street; on Massachusetts avenue, from Ohio street to North street: *Provided,* all damages, if any, to the sewers, caused by or resulting from such use, shall be promptly repaired by the second party; and the use by the second party of such sewers, for such purpose, shall not be of a character to in any wise interfere with the public and private use of said sewers as sewers. Outside of said area above bounded, the said second party agrees to place and maintain its poles, lines and fixtures in the alleyways of said city, as far as it is practicable so to do. And that all said poles and lines shall be made to conform to the requirements of said board as to size, location and the painting thereof, hereinafter prescribed as to poles, fixtures and aerial structures, in the streets and alleys of said city. All conduits to be constructed with proper manholes, to be provided with proper drainage.

4. Outside of the area covered by the conduit system, as herein provided, said company agrees that it will locate and build its lines so as to occupy the routes designated and described on map so filed in the office of the Board of Public Works, and that no extensions of said lines shall be constructed under this agreement until written plans and specifications particularly describing the same have been first filed with and approved in writing by the Board of Public Works. The work under this contract as herein stipulated and as shown upon said map, shall be commenced within sixty days after the approval of this contract by the Common Council, by ordinance, and by the Mayor. Within said underground area the work shall be completed on or before December 31, 1896, unless prosecution of such work shall be delayed by an order of court enjoining prosecution of said work, said order of court being issued without the procurement or consent of said telephone company. The Board of Public Works, however, for cause shown, may extend the time for the completion of the same. If the said underground work shall not be completed within said period, provided completion thereof has not been delayed by any injunction or restraining order of court, issued as aforesaid, or within the extended period, if the same shall be granted, such failure to complete the same shall forfeit all rights and privileges of the second party, its successors and assigns under this contract and shall be deemed a breach thereof, for which action shall accrue in favor of the city upon the bond furnished thereunder. Said telephone company may make such extension of its underground work as it may deem advisable from time to time, as may be first upon written application approved by the Board of Public Works in writing.

5. Within the underground area herein above designated, and within the territory or area of the underground extensions herein above provided for, upon written application, from time to time, made to the Board of Public Works of said city by the second party, for the erection and maintenance of surface poles, wires or other surface or aerial structures, said Board may permit the erection or maintenance of the same to the extent by said Board deemed just and equitable, but

subject to discontinuation by said Board upon notice to the second party, if, after granting such permit, it should become necessary for the prosecution of public work, or for public safety or convenience, that the same should be discontinued.

6. All underground conduits shall be not less than three feet underground except in cases where it becomes necessary to locate them nearer the surface in order to not obstruct the use of other underground structures, but in all cases shall be located at a sufficient depth to not interfere with or injure surface pavements or other improvements, and shall be so located, constructed and maintained as to interfere with or disturb as little as possible existing surface or underground structures, including all conduits, water, gas or other pipes and their appurtenances, sewers and their connections and appurtenances, and all sidewalks, streets and other pavements, curbing and appurtenances thereof, and any or all structures which may be affected by the construction and maintenance of such underground conduits and their appurtenances, and all connections must be replaced by said company in condition in all respects equal to that in which they are found. There shall be a sufficient number of compartments in each conduit to accommodate the wires of the party of the second part and all other parties who are carrying electrical wires through the streets of said city of no greater electrical current than is used for telephone and telegraph purposes: *Provided*, That all other corporations, co-partnerships or individuals other than the city desiring to use said conduits, shall, previous to the construction thereof, specifically state the amount of space needed by them in the various conduits to be constructed, and shall enter into a contract with the said second party to pay therefor such sum as may be agreed upon, not exceeding ten cents per lineal foot per annum for each cable of one hundred wires or less, payable quarterly in advance by them for a period of ten years from the date of such contract, and shall give proper security for said quarterly payments. Said compartments shall be so arranged, according to the approval of the Board of Public Works of said city, that the wires and cables of the separate companies and the city occupying the same shall be easily kept distinct and can be handled without interference with the wires and cables of the other occupants of the conduits. Said conduits shall not, in any manner, preclude said city from authorizing or prosecuting future public work of any character, but the future conduits, sewers, water, gas and other pipes shall interfere as little as possible with said company's conduits and appurtenances, but when deemed necessary on account of such future work, the Board of Public Works may require the temporary removal of such conduits and appurtenances, and the same shall be removed by said company, or necessary changes made, for the purpose of accommodating and prosecuting such public work, and upon failure to comply with any such order within a reasonable time, said Board of Public Works may make such removal or change without incurring any liability on the part of the City for damages, and the expense of such removal or change shall in no wise be charged to said city, but charged to and be paid by the parties desiring such public work and receiving the benefit therefrom, if, in the judgment of the said Board, such party so desiring the change, or so benefited, ought and can be required to pay the same.

7. The diameter and height of poles, kind, size and manner of attaching cross-arms, the manner of attaching cables and wires for every pole or system of poles proposed to be erected at any time, shall be subject to the approval of the Board of Public Works. All poles, whether in streets, avenues or alleys, shall be placed so as to interfere as little as possible with other public uses of the same, and with public and private interests and convenience, and the Board of Public Works may at any time order and require said company to change the location of any pole, and upon failure of said company to comply with any notice or order for such removal, said board may cause the same to be removed. All poles and crossarms shall be painted by said company from time to time as said board may direct.

8. No street, alley or sidewalk shall be opened or dug into by said company in the construction or repair of any of its work without giving the Board of Public Works two days previous notice and obtaining its written consent therefore; and in addition to the written consent of said board upon all streets, alleys, sidewalks or public places which have been permanently improved by independent contract, and upon which there is an unexpired contractor's guaranty to maintain or repair

the same, the written consent of such guarantor shall also be obtained by said second party, and all regulations and requirements in such cases provided shall be complied with, and nothing herein shall authorize any act or thing which would invalidate such guaranty. Said company shall not at any time open or incumber more of any street, avenue, alley or thoroughfare than may be necessary to enable it to perform the work with proper economy and efficiency in laying its wires, cables, conduits, pipes or conductors, nor shall it permit such opening or incumbrance to remain for a longer period than may be necessary to do the work which said opening may have been made for, and it shall put up and maintain about such openings and incumbrances, such barriers and lights as will effectually prevent the happening of any accidents by reason of such openings or incumbrances. Said company shall restore all streets, alleys, avenues and sidewalks opened by it, and all sewers, gas or water pipes or other underground construction therein to a condition equally as good as when said opening was made, at its own expense and to the satisfaction of the Board of Public Works, and shall keep the portion of the street, alley or sidewalk so disturbed in good repair thereafter from any defects arising from occupancy and use by it under this contract, and when any grass plat at side of streets or sidewalks is disturbed it shall in like manner be replaced and kept in good condition, free from any defects caused by such occupancy and use, and in case of failure or refusal to do the things herein stipulated, the Board of Public Works of said city may proceed to do the same, and said company shall be liable for the costs thereof. It is expressly provided, however, that all powers which may be now or hereafter vested in the Common Council of said city to regulate the use of the streets, alleys and public places, to prevent the incumbering of the same, to regulate and protect all sewers, and to prohibit the digging in such streets, alleys or public places, or in any manner injuring, or disturbing, or making holes in the surface thereof, and to regulate and prevent the use of streets, alleys, sidewalks and public places for poles, and all other police powers are hereby expressly reserved and may be exercised by said Common Council at any time and all provisions contained in this contract shall be subject to exercise of such powers. It is agreed between the parties hereto that prior to January 1, 1902, the said City of Indianapolis will not order or in any way compel the said telephone company to extend its conduit system as provided for, and after said 1st day of January, 1902, upon the orders of said City of Indianapolis, said telephone company agrees that it will extend its said conduit system not to exceed 2,500 feet during each year, after said 1st day of January, 1902, but in no event shall said telephone company be ordered or in any way compelled by said city to extend its said conduit system beyond North, South, East and West streets in said City of Indianapolis.

9. The party of the second part further agrees to assume and pay all damages for personal or other injuries that may result from or grow out of any negligence or want of care on the part of said company, in the construction of any conduits or poles, or system of conduits or poles, or any appliances or appurtenances provided for herein, or resulting from its negligence in the repair or maintenance of the same, and agrees to indemnify and save the city harmless from any liability or expense resulting from such negligence or from the use and occupancy of said streets or alleys as herein provided by said company, its successors, assigns or lessees. If the city shall be involved in any action or suit on account of such negligence, use or occupancy, said company, upon notice from the city or its proper officers, shall appear to defend such action or suit without expense to the city.

10. The necessary space upon poles and cross-arms, and in underground conduits, shall be reserved for the exclusive use of the city's Fire Alarm and Police and City Official Departments. The city shall also have the right, without any charge therefor, to place and maintain on any of the poles or fixtures, or in any of the underground conduits of said company, in the ducts reserved for its use, the police and fire alarm wires of said city: *Provided*, That the same shall be so placed and maintained by said city as not to unnecessarily interfere with the proper use of its wires by said company. Said telephone company further agrees to put in and maintain, without cost to said city, exchange boards and outfits for independent exchanges of sufficient capacity for the police service and for the fire alarm service of said city, and also such number of magneto telephones and microphones or battery transmitters as said city may desire: *Provided*, That at the

same time that said city shall request said telephone company to put in said exchange boards, telephones and outfits, it shall agree to pay to said telephone company an annual rental, payable at the end of each quarter, of fifteen dollars (\$15.00) for each of the telephones at any time connected with said exchange boards, and shall agree to use for at least five years at least the number of telephones designated in said original request for said exchange boards, and to pay thereon the said annual rental of fifteen dollars per telephone, it being expressly understood that the property in said exchange boards, outfits and telephones is and shall be in said telephone company, and in event that said city shall at any time discontinue the use thereof, said telephone company may at once resume the physical possession thereof. Said telephones and equipments so to be furnished to said city shall be of the best kind and quality furnished to other patrons of said company, and shall have all customary appliances, and shall be erected and maintained as the Board of Public Works shall, from time to time, direct, and in such manner as will afford said city, its officers and departments, telephone services in all respects equal to the telephones furnished to other patrons of said company.

11. It is further agreed that the price to be charged by said company, its successors and assigns, for the telephones used by said city shall be as follows: For all telephones connected with the said telephone company's exchange, \$18.00 per annum, and for all telephones connected with the city's police and fire alarm exchange, \$15.00 per annum, payable at the end of each quarter as above provided for; and the price to be charged the general public by said telephone company for all telephones used in places of business, within a radius of two miles of the company's exchange, shall not exceed \$42.00 per annum, with an additional charge of \$6.00 per annum for each additional mile or fraction thereof that subscribers' telephones may be located from said exchange; for all telephones in residences for residence purposes, within a radius of two miles from the company's exchange, the charge or rental shall not exceed \$30.00 per annum, with an additional charge of \$6.00 per annum for each additional mile or fraction thereof that said residence telephones may be located from said exchange. All of said rentals for other than city use to be paid quarterly in advance. The foregoing per annum charge to said city, or other patrons, shall include all necessary and usual appliances, connections and exchange service. For telephones not connected with the company's exchange for other than city use, including a telephone at each end of the line, the rate shall not be to exceed \$12.00 per annum for each telephone, or \$24.00 per annum for the two, payable quarterly in advance: *Provided*, The lessee equips and keeps in repair his own lines, otherwise to be a matter of contract between the lessor and lessee.

12. Said telephone company shall furnish to its patrons telephone service equal to the average telephone service of the other cities in the United States of approximately the same population as the City of Indianapolis; in case of dispute between the Board of Public Works of said city and said telephone company respecting the character of telephone service furnished by said telephone company, such matter of dispute shall be determined by arbitrators, who shall be non-residents of Indianapolis, one of whom shall be chosen by said City of Indianapolis and the other by said telephone company, and in event that said two arbitrators can not agree they shall choose a third arbitrator, non-resident of Indianapolis, and the decision of a majority of said three arbitrators shall be final.

13. If on account of the telephones, fixtures, appliances, appurtenances or other thing or things or any of them, furnished by the second party under this contract, the city shall be involved in litigation, in action or actions for infringement or otherwise, the second party, upon notice, shall appear and defend all such suits or actions, without cost or charge to the city, and shall pay any judgment rendered against said city in any and every suit or action, and fully indemnify the said city therefrom.

14. In consideration of the rights and privileges hereby granted to the second party in addition to other agreements the said second party hereby agrees to furnish and string free of charge such necessary wires as will properly equip the said city's fire alarm signal service; also the said second party hereby agrees to pay to said city an amount equal to five per cent. of its gross receipts for the fourth year after December 31, 1896, viz., the year 1900, and an amount equal to

five per cent. of its gross receipts for each year thereafter during the life of this agreement, payable annually at the end of each year. At the date of such payments the same shall be accompanied by a statement from the second party of the gross receipt for the year for which the payment is made, the same to be sworn to by the president and secretary of said company. The City Comptroller may at any time examine the books and accounts of said company, or cause the same to be done by proper experts, to ascertain if such statement or report is correct, and the second party agrees to facilitate such examination in every way, by permitting free access to all books and papers containing the necessary information.

15. The terms of this contract and the rights and privileges hereby granted to said company shall continue for a period of twenty years from the date of the approval by the Mayor of the ordinance approving the same, but nothing herein shall be taken, deemed or held as granting any exclusive rights or privileges whatever.

16. Before exercising any of the rights or privileges hereby granted, and within sixty days after this contract shall have been approved by the Common Council by ordinance, and by the Mayor, the party of the second part shall file with the Board of Public Works of said city, or its successors, a bond in the sum of \$50,000, with sufficient surety or sureties in favor of the City of Indianapolis, conditioned that said company shall faithfully comply with this contract and shall fulfill all the conditions and stipulations therein contained, according to the true intent and meaning thereof in all respects, and which said bond and surety or sureties shall be subject to the approval of said Board or its successors, and said Board or its successors shall at any time thereafter, if it deem necessary, require the renewal of said bond, or a new bond and sureties like conditioned. If said company shall fail to file said bond within said sixty days after approval of this contract by the Common Council and Mayor, or shall fail for thirty days after notice by said Board to so renew said bond, or to furnish such new bond, the rights and privileges hereby granted said company shall thereupon cease and terminate. Said company shall furnish with this contract, and all bonds given pursuant thereto, satisfactory and duly attested record evidence of the authority from the Board of Directors to its proper officers to execute said contract and bond.

IN TESTIMONY WHEREOF, We have hereunto affixed our hands and seals this 23d day of September, 1895.

THE CITY OF INDIANAPOLIS,

BY W. B. HOLTON,
E. L. ATKINSON,
JNO. OSTERMAN,
*Board of Public Works,
Party of the First Part.*

Approved:

C. S. DENNY,
Mayor.

INDIANAPOLIS PHENIX TELEPHONE CO.,

BY R. K. SYFERS, *President.*
A. B. GATES, *Secretary,*
*Indianapolis Phoenix Telephone Company,
Party of the Second Part.*

WHEREAS, Said contract has been submitted by said Board 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 said contract, above set forth, be and the same is hereby, in all things, confirmed and approved.

SEC. 2. This ordinance shall take effect and be in force from and after its passage.

Which was read a first time and referred to Committee on Contracts and Franchises.

MISCELLANEOUS BUSINESS.

Mr. Costello offered the following resolution:

Resolution No. 13, 1895.

Be it resolved that Appropriation Ordinance No. 10 be referred back to the Comptroller for the following reasons:

1. The estimates, as submitted by the City Comptroller and recommended by the Mayor, do not include the following items which we consider essential to the welfare of the people and the best interests of the city.

2. An appropriation for the maintenance of the south side market, whose establishment has been provided for by ordinance, but for which no funds have been provided. It is conceded that the annual revenues from this market will more than cover the annual cost of maintenance.

3. An appropriation for deepening Pogue's Run and removing obstructions to the flow of flood water. The expense of this will be trifling as compared to the damage done by floods and the probable expense to the city on account of such damages.

4. An appropriation for the purchase of a water tower for the use of the Fire Department. The cost of this also will be insignificant when compared with the saving of insurance and of property from destruction by fire that it will, in the opinion of good judges, effect.

These appropriations should be made at the present time, not deferred for future consideration. It is apparent that there will be a sufficient excess of revenue under the estimates as now submitted to amply provide for the same.

We, therefore, recommend that the estimates be referred back to the Comptroller with a request that he consider the same and revise them so as to include provision for the appropriations named.

Mr. Costello moved the adoption of the resolution.

Mr. Merritt moved to lay Mr. Costello's motion on the table.

Which motion prevailed.

On motion the resolution was then referred to the Committee on Finance.

ORDINANCES ON SECOND READING.

On motion of Mr. Merritt, the following entitled ordinance was taken up and read a second time:

App. O. No. 10, 1895 An ordinance appropriating moneys for the purpose of defraying current expenses of the city government of the City of Indianapolis, Indiana, and for the use of the several executive departments thereof, for the fiscal year beginning January 1, 1896, and ending December 31, 1896, including all outstanding claims and obligations which become due and payable within said period.

Mr. Rauh offered the following amendment to App. No. 10, 1895:

That the amount \$50,000 for the use of the Department of Public Parks be reduced to \$30,000.

Mr. Rauh moved that amendment be adopted.

Mr. Merritt moved to lay Mr. Rauh's motion on the table.

The ayes and nays being called for, the motion to lay on the table prevailed by the following vote :

AYES, 12—viz: Messrs. Colter, Costello, Drew, Hennessy, Kaiser, Koehring, Merritt, Murphy, O'Brien, Puryear, Shaffer and Stein.

NAYS, 6—viz: Messrs. Allen, Krauss, Rauh, Schmid, Stott and Young.

Mr. Merritt moved that App. O. No. 10, 1895, be ordered engrossed.

Which motion prevailed.

App. O. No. 10, 1895, was then read the third time, and failed to pass for want of a constitutional majority, by the following vote :

AYES 10—viz: Messrs. Drew, Kaiser, Koehring, Merritt, Murphy, Puryear, Schmid, Shaffer, Stein and Young.

NAYS 8—viz: Messrs. Allen, Colter, Costello, Hennessy, Krauss, O'Brien, Rauh and Stott.

On motion of Mr. Rauh, the following entitled ordinance was taken up, read a second time, ordered engrossed and then read a third time :

G. O. No. 54, 1895. An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 26th day of May, 1893, and contract modifying same entered into the 14th day of September, 1895, between the City of Indianapolis, by and through its Board of Public Works, and the Indianapolis Desiccating Company, for the disposal of night soil, refuse and unclean material other than garbage, and garbage.

And was passed by the following vote :

AYES, 18—viz: Messrs. Allen, Colter, Costello, Drew, Hennessy, Kaiser, Koehring, Krauss, Merritt, Murphy, O'Brien, Puryear, Rauh, Schmid, Shaffer, Stein, Stott and Young.

NAYS—None.

Mr. Merritt moved for a reconsideration of the vote by which App. O. No. 10, 1895, was lost.

The ayes and nays being called for, Mr. Merritt's motion was lost by the following vote :

AYES, 9—viz: Messrs. Drew, Kaiser, Koehring, Merritt, Puryear, Schmid, Shaffer, Stein and Young.

NAYS, 9—Messrs. Allen, Colter, Costello, Hennessy, Krauss, Murphy, O'Brien, Rauh and Stott.

Mr. Koehring moved that the Council return to the regular order of business.

Which motion prevailed.

Under the heading of "Introduction of General and Special Ordinances," Mr. Koehring offered the following:

G. O. No. 58, 1895. An ordinance to repeal G. O. No. 8, 1887, being "An ordinance to permit David Quaintance to occupy a stand over the east gutter of Meridian street, at the southeast corner of Meridian and Washington street.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis that General Ordinance No. 8, 1887, be and is hereby repealed.

SEC. 2. This ordinance shall be in force from its passage.

Which was read a first time and referred to Committee on Sewers, Streets and Alleys.

On motion of Mr. Drew, the following entitled ordinance was taken up:

G. O. No. 23, 1895. An ordinance providing for the change of the names of the east and west streets north of St. Clair street.

Mr. Drew moved that G. O. No. 23, 1895, be ordered engrossed as amended.

Which motion prevailed.

Mr. Rauh moved to strike G. O. No. 23, 1895, from the files.

Mr. Drew moved to lay Mr. Rauh's motion on the table.

Which motion prevailed.

On motion of Mr. Drew, G. O. No. 23, 1895, was then read a third time, and was passed by the following vote:

AYES, 14—viz: Messrs. Colter, Costello, Drew, Hennessy, Kaiser, Koehring, Krauss, Merritt, O'Brien, Puryear, Schmid, Shaffer, Stein and Stott.

NAYS, 4—viz: Messrs. Allen, Murphy, Rauh and Young.

On motion of Mr. Drew, the following entitled ordinance was taken up and read a second time:

G. O. No. 53, 1895. An ordinance to regulate bicycles and the use of the streets by them, and to prevent the incumbering of sidewalks with bicycles, and matters connected therewith.

Mr. Drew offered the following amendments to G. O. No. 53, 1895:

1. That the title thereof be amended by inserting after the word "bicycle" in line 1 thereof the words "and other vehicles."
2. That section 1 thereof be amended by striking out of line 2 of said section the words "drive or propel," and by striking out all that follows the word "same" in line 5 of said section and making a period after such word "same."
3. That section 2 be amended by striking out of line 3 of said section the words "within a radius of one and one-half miles."
4. That section 4 be amended by striking out the last word thereof.
5. That a new section, numbered section 5, be added after section 4, as follows:
"SECTION 5. No person being the driver of any vehicle with a draft animal attached shall intentionally so drive as to crowd any person on a bicycle on or against the curb of the street, or on or against any other vehicle or object on such street, or off or over any embankment at the side of the roadway of any street."
6. That the numbers of sections 5 and 6 be changed to 6 and 7, respectively.

Mr. Drew moved that the amendments be adopted.

Which motion prevailed.

Mr. Murphy offered the following amendment to G. O. No. 53, 1895.

To amend G. O. No. 53 by striking out section one (1) and changing sections 2, 3, 4, 5, 6, 7 so as to read sections 1, 2, 3, 4, 5, 6.

Mr. Murphy moved amendment be adopted.

Which motion prevailed.

Mr. Rauh moved to strike G. O. No. 53, 1895, from the files.

Mr. Drew moved to lay Mr. Rauh's motion on the table.

Which motion prevailed.

G. O. No. 53, 1895, was then ordered engrossed, as amended, read a third time, and passed by the following vote:

AYES, 13—viz: Messrs. Colter, Drew, Hennessy, Kaiser, Merritt, Murphy, O'Brien, Puryear, Schmid, Shaffer, Stein, Stott and Young.

NAYS, 5—viz: Messrs. Allen, Costello, Koehring, Krauss and Rauh.

On motion of Mr. Rauh, the following entitled ordinance was taken up, read a second time, ordered engrossed, and then read a third time:

G. O. No. 52, 1895 An ordinance ordering and directing the levy of an annual tax, and fixing the rate of levy and taxation for the City of Indianapolis, Indiana for the year 1895.

And was passed by the following vote:

AYES, 18—viz: Messrs. Allen, Colter, Costello, Drew, Hennessy, Kaiser, Koehring, Krauss, Merritt, Murphy, O'Brien, Puryear, Rauh, Schmid, Shaffer, Stein, Stott and Young.

NAYS—None.

Mr. Drew moved that the following entitled ordinance be recalled from Committee on Public Property and Improvements:

G. O. No. 45, 1895. An ordinance to amend Section 1 of an ordinance entitled "An ordinance defining the fire limits in the City of Indianapolis, and the character of buildings which are forbidden to be erected within such limits, and matters connected therewith," approved July 25, 1894.

The ayes and nays being called for G. O. No. 45, 1895, was recalled from the Committee on Public Property and Improvements by the following vote:

AYES, 11—viz: Messrs. Allen, Drew, Kaiser, Koehring, Merritt, Murphy, Puryear, Schmid, Shaffer, Stein and Young.

NAYS, 7—viz: Messrs. Colter, Costello, Hennessy, Krauss, O'Brien, Rauh, and Stott.

On motion of Mr. Drew, G. O. No. 45, 1895, was then read a second time and was stricken from the files by the following vote:

AYES, 17—viz: Messrs. Allen, Colter, Costello, Drew, Hennessy, Kaiser, Koehring, Krauss, Merritt, Murphy, O'Brien, Puryear, Rauh, Schmid, Stein, Stott and Young.

NAYS 1—viz: Mr. Shaffer.

Mr. Rauh moved that the following entitled ordinance be recalled from Committee on Sewers, Streets and Alleys:

G. O. No. 43, 1895. An ordinance to change the name of North and South Mississippi street to North and South Senate avenue.

Which motion prevailed.

G. O. No. 43, 1895, was then read a second time, ordered engrossed, read a third time and was passed by the following vote:

AYES, 13—viz: Messrs. Colter, Costello, Kaiser, Koehring, Krauss, Murphy, Puryear, Rauh, Schmid, Shaffer, Stein, Stott and Young.

NAYS, 5—viz: Messrs. Allen, Drew, Hennessy, Merritt and O'Brien.

On motion of Mr. Rauh, the Common Council, at 10:25 o'clock P. M., adjourned.

ATTEST:

Lee Nixon

City Clerk.

Young
President. *Pro*