

REGULAR MEETING.

COUNCIL CHAMBER,
CITY OF INDIANAPOLIS,
March 6, 1899. }

The Common Council of the City of Indianapolis met in the Council Chamber, Monday evening, March 6, 1899, at 8 o'clock, in regular meeting.

Present, Hon. John H. Mahoney, President of the Common Council, in the chair, and 17 members, viz.: Messrs. Allen, Bernauer, Bowser, Colter, Costello, Crall, Higgins, Little, Madden, Merrick, Moffett, McGrew, Rauch, Scanlon, Shaffer, Smith and Von Spreckelsen.

Absent—3, viz.: Messrs. Clark, Harston and Knight.

The Clerk proceeded to read the Journal, whereupon Councilman Madden 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,
INDIANAPOLIS, IND., February 22, 1899. }

To the President and Members of the Common Council:

Gentlemen—I have this day approved the following resolution:

Resolution No. 6, 1899. A resolution authorizing the Mayor of the city to execute warranty deed to City Dispensary property.

Respectfully submitted,

T. TAGGART,
Mayor.

Which was read and ordered spread on the minutes.

His Honor, the Mayor, presented the following communication:

EXECUTIVE DEPARTMENT,
CITY OF INDIANAPOLIS,
INDIANAPOLIS, IND., February 28, 1899. }

To the President and Members of the Common Council:

Gentlemen—I have this day approved the following ordinance:

G. O. No. 1, 1899. An ordinance authorizing the sale of certain property belonging to the City of Indianapolis (part of Garfield Park).

Respectfully submitted,

T. TAGGART,
Mayor.

Which was read and ordered spread on the minutes.

REPORTS FROM CITY OFFICERS.

Communication from City Attorney:

CITY OF INDIANAPOLIS,
OFFICE OF THE DEPARTMENT OF LAW, }
March 6, 1899. }

Hon. John H. Mahoney, President of the Common Council:

Dear Sir—The General Assembly, by an act approved March 4, 1899, created the offices of Assistant City Attorney and Second Assistant Attorney, and requires the City Attorney to fill these offices by appointment. The act also provides that the salary of the assistant shall be fixed by the Common Council at not to exceed \$2,500 per annum, and that of the second assistant at not to exceed \$1,500. It also provides that the salary of the City Attorney may be increased to \$5,000 per annum.

I shall not ask this Council to increase the salary of the City Attorney, because that is a matter purely in your discretion. But this act just passed, creating two new offices, makes it necessary that you fix the salaries for them, and prescribes the limits within which such salaries shall be fixed.

When the ordinance fixing the salary of the Deputy City Attorney at \$1,600 was passed, the legal business of the city was in such condition that the City Attorney was expected to personally defend the scores of damage suits brought against the city, and the aid of a young inexperienced lawyer was all that was needed. But, as every member of this Council knows, the business devolving on this department has so increased that the time of the City Attorney is entirely taken up with the more important litigation, the drafting of franchises and ordinances, and the preparation of opinions for the guidance of other departments.

For the past year my time, day and night, has been so taken up with these duties that I have not been able to engage in the trial of but one of the many damage suits against the city. Mr. Bell, my efficient deputy, has devoted all his time to the defense of these cases, unaided and alone, and although he has met the ablest lawyers in the city, he has so successfully conducted the city's side that not a judgment has been obtained against the city during the past year in the cases defended by him, although the amount sued for in the various cases aggregated some \$50,000. He has been compelled to practically abandon his private practice, and the salary of \$2,500 proposed by an ordinance I send you is a small compensation for him.

It is necessary that the other assistant provided by the Legislature be appointed at once, that the increasing legal business of the city be properly taken care of. I ask for this assistant only \$1,200 per annum. These assistants will save to the city many times over the amounts of their salaries.

I hope your honorable body will, in the interest of the city, pass the proposed ordinance without delay.

Very respectfully,

JNO. W. KERN,
City Attorney.

Which was read and referred to Committee on Fees and Salaries.

REPORTS FROM OFFICIAL BOARDS.

Communication from Board of Public Works:

DEPARTMENT OF PUBLIC WORKS, }
OFFICE OF THE BOARD, }
INDIANAPOLIS, IND., March 6, 1899. }

To the President and Members of the Common Council:

Gentlemen—I am directed by the Board of Public Works to refer to you, for your consideration and action, an ordinance granting to the Chenoweth Light and Power Company the right and privilege to maintain and operate an electric lighting plant within certain territory in the City of Indianapolis.

Very respectfully,

C. H. SPENCER,
Clerk Board of Public Works.

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

Communication from Board of Public Works:

DEPARTMENT OF PUBLIC WORKS, }
OFFICE OF THE BOARD, }
INDIANAPOLIS, IND., March 6, 1899. }

To the President and Members of the Common Council:

Gentlemen—We send you herewith an ordinance providing for an increase in the salary of the Clerk of this Board to the amount specified in the charter to which it may be increased.

In presenting this ordinance we desire to call your attention to the large increase in the business of this Board. During the year 1898, 358 improvement resolutions were adopted and acted upon, which is nearly 100 more than were ever adopted by the Board in any one year. In addition to the above item, every branch of the business has increased, requiring not only the entire time of the Clerk, but much work at night.

We earnestly hope for your favorable consideration of this ordinance.

Very respectfully,

M. A. DOWNING,
T J. MONTGOMERY,
Members Board of Public Works.

Which was read and referred to Committee on Fees and Salaries.

REPORTS, ETC., FROM STANDING COMMITTEES.

Mr. Merrick, on behalf of the Committee on Accounts and Claims, to which was referred:

App. O. No. 3, 1899. An ordinance appropriating the sum of three hundred eighty-seven dollars and thirty-six cents (\$387.36) with which to pay certain claims made by virtue of Section 8 of an act entitled "An act to better regulate and restrict the sale of intoxicating, vinous and malt liquors," etc., approved March 11, 1895, and fixing the time when the same shall take effect.

Made the following report:

INDIANAPOLIS, IND., March 3, 1899.

Mr. President.

We, your Committee on Accounts and Claims, have had under consideration App. O. No. 3, 1899, and recommend that the same do pass.

RICHARD MERRICK.
EDWARD E. BERNAUER.
JOHN H. CRALL.

Which was read and concurred in.

Mr. Merrick, on behalf of the Committee on Accounts and Claims, to which was referred:

App. O. No. 5, 1899. An ordinance appropriating the sum of one hundred fifty-nine dollars and twenty-five cents (\$159.25) with which to pay a certain claim made by virtue of Section 8 of an act entitled "An act to better regulate and restrict the sale of intoxicating, vinous and malt liquors," etc., approved March 11, 1895, and fixing the time when the same shall take effect.

Made the following report:

INDIANAPOLIS, IND., March 3, 1899.

Mr. President:

We, your Committee on Accounts and Claims, have had under consideration App. O. No. 5, 1899, and recommend that the same do pass.

RICHARD MERRICK.
EDWARD E. BERNAUER.
JOHN H. CRALL.

Which was read and concurred in.

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

G. O. No. 3, 1899. An ordinance concerning vapor lights, and ratifying, confirming and approving a certain agreement made and entered into on the 13th day of January, 1899, between the City of Indianapolis, by and through its Board of Public Works, and The Sun Vapor Street Light Company, and matters connected therewith, and fixing a time when the same shall take effect.

Made the following report:

INDIANAPOLIS, IND., March 6, 1899.

Mr. President:

We, your Committee on Contracts and Franchises, have had under consideration G. O. No. 3, 1899, and recommend that same do pass.

GEO. R. COLTER.
ALBERT E. RAUCH.
JOHN H. SCANLON.
GEO. W. SHAFFER.
JAS. H. COSTELLO.
E. W. LITTLE.
ROBERT M. MADDEN.
JOHN A. VON SPRECKEISEN.

Which was read and concurred in.

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

G. O. No. 4, 1899. An ordinance approving a certain contract granting E. A. Caylor and Harvey Coonse the right to lay and maintain a switch or side-track across the first alley south of Moore avenue, in the City of Indianapolis, Indiana.

Made the following report:

INDIANAPOLIS, IND., March 6, 1899.

Mr. President:

We, your Committee on Contracts and Franchises, have had under consideration G. O. No. 4, 1899, and recommend that the same do pass.

GEO. R. COLTER.
ALBERT E. RAUCH.
GEO. W. SHAFFER.
E. W. LITTLE.
JAS. H. COSTELLO.
ROBERT M. MADDEN.
JOHN A. VON SPRECKEISEN.

Which was read and concurred in.

Mr. Bernauer, on behalf of the Committee on Fees and Salaries, to which was referred:

G. O. No. 6, 1899. An ordinance fixing the salaries of the engineers employed at the Brightwood Waterworks in the City of Indianapolis, and declaring an emergency.

Made the following report:

INDIANAPOLIS, IND., March 3, 1899.

Mr. President:

We, your Committee on Fees and Salaries, have had under consideration G. O. No. 6, 1899, and recommend that the same do pass.

EDWARD E. BERNAUER.
E. D. MOFFETT.

Which was read and concurred in.

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

App. O. No. 4, 1899. An ordinance appropriating the sum of one thousand dollars for the use of the Department of Public Health and Charities of the City of Indianapolis, Indiana, and fixing the time when the same shall take effect.

Made the following report:

INDIANAPOLIS, IND., March 6, 1899.

Mr. President:

Your Committee on Finance, to whom was referred App. O. No. 4, 1899, appropriating the sum of one thousand dollars for the use of the Department of Public Health and Charities for the prevention of contagious diseases, do respectfully recommend the passage of the same.

JAS. H. COSTELLO.
E. D. MOFFETT.
RICHARD MERRICK
EDWARD E. BERNAUER.
J. W. MCGREW.
ROBERT M. MADDEN.
J. R. ALLEN.
W. F. SMITH.

Which was read and concurred in.

Mr. McGrew, on behalf of the Committee on Public Property and Improvements, to which was referred:

G. O. No. 5, 1899. An ordinance authorizing the sale of certain real estate belonging to the City of Indianapolis, and fixing the time when the same shall take effect.

Made the following report:

INDIANAPOLIS, IND., March 6, 1899.

Mr. President:

Your committee to whom was referred G. O. No. 5, 1899, have had same under consideration, and recommend that same do pass.

J. W. MCGREW.
RICHARD MERRICK.
JOHN H. CRALL.

Which was read and concurred in.

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

Under this order of business, the following ordinances were introduced:

By Board of Public Works:

G. O. No. 7, 1899. An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 20th day of February, 1899, between the City of Indianapolis, by and through its

Board of Public Works, and the Chenoweth Light and Power Company, of said city, whereby said company is authorized to construct and operate an electric lighting, heating and power plant within a certain part of the City of Indianapolis, and fixing the time when the same shall take effect.

Whereas, Heretofore, to-wit, on the 20th day of February, 1899, the City of Indianapolis, by and through its Board of Public Works, entered into a contract and agreement with the Chenoweth Light and Power Company whereby said company is authorized to construct and operate an electric lighting, heating and power plant within a certain part of the City of Indianapolis, which said contract is as follows, to-wit:

This agreement, made and entered into this the 20th day of February, 1899, by and between the City of Indianapolis, Indiana, hereinafter called the City, by and through its Board of Public Works, party of the first part, and the Chenoweth Light and Power Company, hereinafter called the Company, party of the second part:

Witnesseth, That the said City, by and through its said Board of Public Works, under and by virtue of the power conferred upon it by 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 United States census last preceding, and matters connected therewith, and declaring an emergency," approved March 6, 1891, does hereby authorize and empower the said Company, party of the second part, its successors and assigns, and by the terms of this contract consent, permission and authority are granted unto and vested in said Company, party of the second part, subject to any laws and ordinances now in force or hereafter enacted or put in force as police regulations, the right to construct and operate an electric lighting, heating and power plant within that part of said city hereinafter fixed and designated by metes and bounds, by stringing and erecting wires, cables, poles, fixtures and appurtenances suitable and necessary for the construction and operation of said plant, in, through, along and over the streets, avenues, alleys and public places of said city running through and situated in the limits of that part of said city hereinbefore referred to, which limits, within which this grant is expressly confined, are definitely here set forth and are as follows, to-wit:

Beginning at the center of Harrison street, at the center of Pine street, south of Harrison street; thence southwest along the center of Pine street to the center of Beaty street; thence south along the center of Beaty street to the center of Norwood street; thence west along the center of Norwood street to the west line of the first alley west of Beaty street; thence south along the west line of said alley to the center of McCarty street; thence east along the center of McCarty street to the center of Beaty street, south of McCarty street; thence south along the center of Beaty street to the south line of the first alley south of McCarty street; thence east along the south line of said alley to the west line of the first alley east of Beaty street; thence south along the west line of said alley to the south line of the first alley north of Dougherty street; thence east along the south line of said alley to the center of Wright street; thence south along the center line of Wright street to the center of Sanders street; thence east along the center line of Sanders street to the center of McKernan street, south of Sanders street; thence south along the center line of McKernan street to the south line of the first alley south of Sanders street; thence east along the south line of said alley to the west line of the first alley west of Barth avenue; thence south along the west line of said alley, and its extension south, to the center of Palmer street; thence east along the center line of Palmer street to the east line of the first alley east of Shelby street; thence north along the east line of said alley to the center of Cottage avenue; thence east along

the center line of Cottage avenue to the east line of the first alley east of Linden street; thence north along the east line of said alley to the south line of the first alley south of Prospect street; thence east along the south line of said alley to the center of State avenue; thence north along the center line of State avenue to the south line of the first alley south of Woodlawn avenue; thence east along the south line of said alley to the center of Dawson street; thence north along the center line of Dawson street to the north line of the first alley north of Woodlawn avenue; thence west along the north line of said alley to the center of State avenue; thence south along the center line of State avenue to the center of Pleasant street; thence west along the center line of Pleasant street to the center of Laurel street; thence north along the center line of Laurel street to the center of English avenue; thence east along the center line of English avenue to the east line of the first alley east of Laurel street, north of English avenue; thence north along the east line of said alley to the north line of the first alley north of English avenue; thence west along the north line of said alley to the center of Shelby street; thence northwest along the northeast line of the first alley northeast of English avenue to the center of Harrison street; thence west along the center line of Harrison street to the center of Pine street, the place of beginning.

Which permission and authority so to construct and operate said plant, and to use in such construction and operation the streets, alleys, avenues and public grounds within the territory aforesaid are granted upon the following conditions, terms and limitations, to-wit:

First.—This contract confers no power nor authority upon said Company to use or occupy for any purpose any part of any street, alley, avenue or public ground outside the territory above described.

Second.—All rights, privileges and concessions herein granted to the said Company are hereby expressly limited to a period of twenty (20) years from the date hereof, which limitation of time is hereby declared to be one of the chief considerations for the grants herein contained.

And the said Company, party of the second part, recognizing and conceding that such limitation of time as herein expressed is one of the essential and governing conditions of this contract, does hereby bind itself, its successors and assigns, that at the expiration of said period of time it will yield possession of all the streets, alleys, avenues and public grounds of said City, and cease the operation of said electric lighting, heating and power plant and system therein, and thenceforward will make no claim of any kind to exercise any right under the grant herein made, whether such claim be founded upon any charter or corporate right claimed or otherwise, and any right which might be claimed by said Company to hold beyond said period of time, by reason of any statute or otherwise, is herein and hereby expressly waived.

To the end that at the expiration of said period for which said grant is made there may no doubt exist as to the respective rights of the parties hereto, it is agreed:

A.—That if at any time not less than three months nor more than six months before the expiration of said term a new franchise and right to occupy that part of the streets, alleys, avenues and public places above described, and to operate an electric lighting, heating and power plant and system in the said territory, shall not have been granted to said Company, its successors or assigns, by the proper officers of said City, then said City shall have the option to become the purchaser and owner of all the tangible property constituting the electric lighting, heating and power plant and system of said Company, by the payment to the Company, corporation, firm or individual then owning the same the fair market value of such tangible property, and in case the said City, through its proper officers, and the said then owner or owners are unable to agree

as to such fair market value, the same shall be determined by three freeholders and voters of the State of Indiana, one of whom shall be chosen by the Mayor of said City, one by the then owner or owners of said plant and system, and the third by the person who shall then be judge of the Circuit Court of Marion County, Indiana, and the finding of the majority of such committee as to such value shall be binding on both said City and said owner or owners, and the said City shall be bound to pay, and the said owner or owners shall be bound to receive, the said amount as the purchase price of said property: Provided, That nothing herein contained shall be so construed as that the said City shall be compelled to purchase said tangible property, or any part thereof, unless by its officers it elect to have the market value thereof appraised as hereinbefore provided.

B.—If within three months of the expiration of said period of twenty (20) years this contract and the franchise hereby granted shall not have been renewed or extended by a new contract, ratified by ordinance, and if said City shall not have exercised its optional right to purchase said property in the way hereinbefore provided, the said City shall have the right, through its proper officers, to enter into a contract with and grant a franchise to another company, corporation, firm or individual to operate said electric lighting, heating and power plant and system, upon such terms as may be fixed by such contract, for a period commencing on the date of the expiration of the franchise herein granted, and such company, corporation, firm or person to whom such new franchise may be granted may become the owner of the tangible property constituting said plant and system, and have the right to operate the same, upon the payment by it or him to the said Company to which this franchise is granted, or to whomsoever may then be the owner of the same, the fair market value thereof, and if the said company, corporation, firm or person to which or to whom such new franchise is granted, and the Company, party of the second part, or whomsoever may then be the owner of said plant and system, shall be unable to agree as to the said fair market value, the same shall be determined by three freeholders and voters of the State of Indiana, one to be chosen by each of such parties, and the third by the person then holding the office of judge of the Circuit Court of Marion County, Indiana, and the decision of said committee, or a majority thereof, shall be final and binding on all such parties.

C.—If at the expiration of said term of twenty (20) years the City of Indianapolis shall not have become the owner of said plant and system, and if the tangible property constituting the same shall not have been sold and delivered to any other company, corporation, firm or person having a franchise and the right by contract with said City to operate the same, and if this contract or franchise shall not have been renewed or extended, as hereinbefore provided, then the said City shall, through its proper officers, proceed to offer by public advertisement a new franchise for the operation of said plant and system for a term of years not exceeding twenty (20), and such franchise shall be awarded and granted to the bidder who or which, being solvent and responsible, offers the most favorable terms for said City and its citizens, and who or which will bind himself or itself to take the tangible property constituting said plant and system and pay to the company, corporation, firm or person then owning the same the fair cash value thereof, at that time, to be determined by three freeholders and voters of said State, one to be selected by the then owner of said property, one by said successful bidder, and the third by the person who shall then hold the office of judge of the Circuit Court of Marion County, Indiana, the decision of a majority of such committee shall be final and binding on all the parties concerned. In case there is no satisfactory bid for such franchise, then said City,

through its officers, shall have the right, without any process of law, to take possession of all streets, alleys, avenues and public grounds occupied by said plant and system, and the owner of such plant or system shall have six months' time from said date of expiration to remove its tangible property from said streets, alleys and other grounds, leaving said streets, alleys and other grounds in good repair and condition; and in case of its failure to so remove said property within such time, said entire plant and system shall become the absolute property of said City.

Third.—The said Company, party of the second part, shall, within sixty (60) days after the passage and approval of an ordinance of the Common Council of said City, ratifying the contract, proceed to construct and equip within the territory in said City, bounded and described as aforesaid, a first-class modern electric lighting, heating and power plant, sufficient in size, character and extent to furnish to the inhabitants of said territory desiring the same, electric light, heat and power; and such work shall proceed without unnecessary delay until said plant and system shall be completed. All materials used in the construction and equipment of said plant and system shall be of the best quality and equal in all respects in every part to that used in the construction and equipment of any similar plant and system in said City.

The said electric lighting, heating and power plant shall be completed and in successful operation ready to furnish light, heat or power to the inhabitants of said territory desiring the same, within eighteen months from the date of the passage of an ordinance by the Common Council of said City ratifying and approving this contract.

And it is agreed by the parties hereto that the said Company, party of the second part, shall forfeit and pay to the City of Indianapolis, as liquidated damages for breach of this contract, the sum of twenty-five dollars (\$25) for every day that the completion of said plant and system, as aforesaid, is delayed beyond that date. The said plant and system will be deemed completed when the existing demand for electric light, heat and power within the said territory has been met and satisfied.

It is also agreed that whenever any five householders, occupying property within any square in said territory, shall, by written petition, show to the Board of Public Works that the said Company, party of the second part, has failed and refused upon their request to furnish them electric light, heat or power, the said Board shall cause written notice to be given said Company to appear before it at a time certain to be named in said notice, not less than three days from the date thereof, and show cause why such electric light, heat or power should not be furnished by it to such petitioners; and at the time so fixed, the Board shall proceed to hear the claims of said petitioners, and shall also hear the said Company and its representatives in opposition thereto; and if after such hearing the said Board shall be of opinion that the prayer of such petitioners be granted, it shall, in writing, order and direct said Company to furnish such electric light, heat or power at the rates charged to others in said territory to the persons so petitioning, which order shall be final and shall be acquiesced in and obeyed by said Company, and such light, heat or power furnished to such petitioners within a reasonable time to be fixed by said Board; and in case of a failure to furnish such light, heat or power within such time so fixed, the said Company shall pay to said City as liquidated damages for the breach of this contract the sum of ten dollars (\$10) for each day that the furnishing of such light, heat or power is delayed after the day so fixed as aforesaid.

Fourth.—Before commencing the work of constructing said plant and system, the said Company, party of the second part, shall submit to said Board of Public Works maps, plans and specifications showing where and how such work is to be done, which maps, plans and specifications

shall be approved by said Board before any part of any street, alley, avenue or public place within said territory shall be dug into or in anywise used, a duplicate of which maps, plans and specifications shall be filed and deposited with said Board.

Fifth.—The said Company, party of the second part, shall give to said City the right to the exclusive use of the top cross-arm on every pole erected in any part of said territory.

Sixth.—It is agreed that the kind and height of all poles, the kind, size and manner of attaching cross-arms thereto, and the manner of attaching cables and wires or other fixtures to every pole and system of poles to be erected in the construction or repair of said plant at any time shall be subject to the approval of the Board of Public Works, and the right is hereby reserved to said Board to modify the approval above provided for at any time, and to order modifications, general and particular, of any of the details hereinbefore mentioned; and also at any time, upon reasonable notice, to order and require the removal of any pole, and upon the failure of the said Company to comply with any such order or requirement, the said Board shall have the right to cause any such pole to be removed and collect the cost of such removal from the said Company.

All poles used in the construction of said plant shall, so far as is possible, be located in alleys, and all poles whenever erected shall be so placed as to interfere as little as possible with other public uses of the streets, alleys, avenues and public places, or with public and private interests or convenience.

Seventh.—The said Company, party of the second part, agrees and binds itself that in the construction or repair of said plant it will not at any time open or encumber more of any street, alley, avenue or public place than may be necessary to enable it to perform the work of erecting its poles and stringing and placing thereon wires, cables, conductors and other necessary appurtenances; that all poles so erected shall be set in the ground to a depth to be fixed and prescribed by said Board; that no opening in or other encumbrance to any of such streets, alleys, avenues or public places shall be permitted to remain or continue for a longer period than may be necessary in the judgment of said Board; and that it will properly and effectually guard all such openings and encumbrances with such barriers and lights as will prevent the happening of accidents by reason thereof.

The said Company, party of the second part, also agrees and binds itself to hold the City of Indianapolis harmless as against any and all damages done by it to the streets, alleys, avenues and public places within the territory aforesaid in the building, construction and maintenance of its said plant and system; that it will promptly restore all streets, alleys, avenues and public places to the same condition as they were before being cut into or used by the said Company—all said streets, alleys, avenues and public places so cut into or interfered with to be repaired with the same material with which they were paved before being disturbed by it, or with such material or in such manner as shall be satisfactory to the Board of Public Works; that it will at all times make any and all repairs which may be necessary to any of the streets, alleys, avenues and public places by reason of having been digged into or disturbed in the construction or repair of said plant; that it will not in such construction or repair dig, cut into or remove material from the surface or underneath the surface of any such street, alley, avenue or public place without first obtaining the consent of the said Board; that it will pay all damages for personal or other injuries that may result from or grow out of any work that may be done by or for it in such construction or repair; that it will indemnify and save the City harmless from any and all liability or expense growing out of or resulting from the construction or repair of any part of its said plant; that it will, upon the demand of the

City Comptroller of said City, pay any damages which may have accrued to said City and any and all judgments which may have been obtained and rendered against such City on account and by reason of the construction or repair of said plant, or the occupancy by it of any of the streets, alleys, or public places in said City; that if the said City shall become involved in any action or suit on account of any act or omission of said Company in the construction, repair or operation of its said plant, it will, upon notice from said City or its proper officers, appear and defend such action or suit without expense to the said City; and that it will protect and save the said City harmless as against any and all suits that may be brought by any person or corporation for the infringement of any patent which may be alleged against said Company, either in the course of the construction or operation of said plant or system.

Eighth.—In further consideration of the grant of privileges herein contained, the said Company, party of the second part, agrees and binds itself, its successors and assigns, to pay to the City of Indianapolis a sum equal to five per cent. of its gross receipts—that is to say, the said Company, its successors and assigns, shall pay unto said City one-twentieth part of all moneys received by it, from any source, in the operation of its said plant and system, whether from the furnishing of light, heat or power, excepting power, heat and light furnished in buildings occupied by said Company.

And that the City aforesaid, through its proper officers, may have accurate information as to the amount of such gross receipts, the said Company, its successors and assigns, shall twice each year file with the Board of Public Works a detailed statement showing the full amount of moneys received in the operation of said plant or system for light, heat or power, which statement shall be sworn to by some member or officer of such Company having authority so to do; and the amount of money shown by any such report to be due said City shall at the time of filing each of such reports or statements be paid by said Company, its successors or assigns, to the City Comptroller. Such reports and payments shall be made on the first days of January and July of each year, commencing on the first day of January, 1900.

All such sums are payable without relief from valuation or appraisal laws, and are to be a first lien on all the property, moneys, demands and choses in action of said Company, its successors or assigns, which lien may be enforced by said City in any court of competent jurisdiction.

In case said Company, its successors or assigns, shall fail to pay any such sum of money within thirty (30) days after the same shall become due as above provided, it is agreed that a penalty of fifty per centum on the whole amount due shall be added to such amount as liquidated damages for breach of this contract, which additional amount shall also be payable without relief from valuation or appraisal laws.

If, in default of such payment as aforesaid, the said City shall bring suit to recover any such sum, and enforce its said lien, it shall be entitled to recover in addition to said principal sum, and the fifty per centum penalty thereon as liquidated damages, reasonable attorney's fees, all of which the said Company, party of the second part, agrees to pay.

It is also agreed that whenever there is a dispute between the Board of Public Works of said City and said Company as to the correctness of any such statement or report as is herein required to be filed semi-annually, the said Board shall have a right on demand to inspect all books and papers of said Company, in which may be kept the names of the patrons of said Company and the amount charged to and collected from each of such patrons.

Ninth.—It is also agreed that the franchise and privileges herein granted by the City of Indianapolis are so granted upon the distinct condition that neither such franchise nor any rights granted by this contract shall be assigned, nor in any manner transferred by the said Company, party

of the second part, either directly or indirectly, without the consent of the Board of Public Works of said City, expressed in a resolution regularly adopted by said Board and incorporated in its records.

In case this franchise, or any rights herein granted, should be transferred or assigned without such consent, then this franchise shall be forfeited, and the said City, through its proper officers, is authorized in such event to proceed, without any notice, to remove from the streets, alleys, avenues and public grounds in the territory above described, all the poles, wires and other appliances and appurtenances which may be used in the operation of said plant or system.

Tenth.—The said Company, party of the second part, as security for the performance of this contract, shall, before exercising any of the rights herein granted, execute and file with the Board of Public Works of said City its bond, with good and sufficient sureties to the satisfaction and approval of said Board, in the sum of ten thousand dollars (\$10,000), conditioned for the faithful performance by said Company, its successors and assigns, of each and every stipulation and agreement contained in this contract, and for the carrying out of all the terms and conditions thereof during the entire period and term covered thereby, and also conditioned for the indemnification of said City against all loss by reason of damages sustained by any person, firm or corporation by reason or growing out of the construction, repair or operation of the said electric lighting, heating and power plant or system, or any of the work done by said Company in said construction or repair on or in any of the streets, alleys, avenues or public grounds in said City, and also conditioned that the said City shall be saved harmless from the payment of any sum to any person, firm or corporation on account of any act or omission of said Company, its agents, officers or employes, either in the construction, repair or operation of said plant or system, or the payment of any judgment which may be rendered against said City in any action based on any such act or omission of said Company, as aforesaid; and also that it, the said Company, shall comply with all the terms of this contract concerning the indemnification of said City against loss.

The said bond shall be renewed by the said Company, its successors and assigns, from time to time, whenever, in the judgment of the Board of Public Works, it becomes necessary by reason of the inadequacy of the security thereon or when the same becomes impaired in amount by reason of judgments, claims or otherwise.

Eleventh.—The City of Indianapolis, party of the first part, hereby expressly reserves to itself all rights and powers which are now or may hereafter be vested in the Common Council, or other officers, concerning the regulation of the use of its streets, alleys, avenues and other public places, to prevent the encumbering of the same, to regulate the protection of sewers, to prohibit the digging into such streets, alleys, avenues and public places, and other injury to the same; and it also reserves to its Common Council the fullest right to exercise the right to fix reasonable rates to be charged by said Company, together with all other police power now possessed by it; and nothing contained herein shall ever be so construed as to in any wise abridge or restrict any of such powers.

In witness whereof, we have hereunto set our hands and seals this the 20th day of February, 1899.

CITY OF INDIANAPOLIS,

By M. A. DOWNING,
W. SCOTT MOORE,
T. J. MONTGOMERY,
Board of Public Works.

CHENOWETH LIGHT & POWER CO.,
By DAN A. CHENOWETH.

[SEAL.]

Attest: DAVID D. SMITH, Sec'y.

Whereas, Said contract and agreement has been submitted by said Board of Public Works of said City of Indianapolis to the Common Council of said city for its action thereon; therefore,

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the foregoing contract and agreement, made and entered into on the 20th day of February, 1899, by the City of Indianapolis, by and through its Board of Public Works, and the Chenoweth Light and Power Company, be and the same is hereby in all things ratified, confirmed and approved, and said Chenoweth Light and Power Company is hereby granted the rights and privileges in said contract and agreement set forth, in accordance with the terms, provisions and conditions thereof.

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 Mr. Bernauer (by request):

G. O. No. 8, 1899. An ordinance amending Section 5 of an ordinance entitled "An ordinance authorizing the employment of certain clerks, assistants and employes, and providing for the compensation of certain officers, heads of departments, clerks and employes; fixing the compensation, salaries and wages of certain officers, clerks and employes of the City of Indianapolis, Indiana; repealing conflicting ordinances, and fixing a time when this ordinance shall take effect," approved January 18, 1894, and fixing a time when the same shall take effect.

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That Section 5 of an ordinance entitled "An ordinance authorizing the employment of certain clerks, assistants and employes, and providing for the compensation, salaries and wages of certain officers, clerks and employes of the City of Indianapolis, Indiana; repealing conflicting ordinances, and fixing a time when the same shall take effect," approved January 18, 1894, be amended so as to read as follows:

Section 5. For the Department of Public Works:

Each member of the Board of Public Works shall receive a salary at the rate of two thousand dollars per annum.

The Clerk of the Board of Public Works shall receive a salary at the rate of fifteen hundred dollars per annum.

The assistant Clerk of the Board of Public Works shall receive a salary at the rate of seven hundred and twenty dollars per annum.

2. For the City Civil Engineering Corps:

The City Civil Engineer shall receive a salary at the rate of twenty-five hundred dollars per annum.

One assistant City Civil Engineer shall receive a salary at the rate of one hundred dollars per month, or twelve hundred dollars per annum.

One assistant City Civil Engineer shall receive a salary at the rate of one hundred dollars per month, or twelve hundred dollars per annum.

One assistant City Civil Engineer shall receive a salary at the rate of one hundred dollars per month, or twelve hundred dollars per annum.

The chief clerk of the City Civil Engineer shall receive a salary at the rate of one hundred dollars per month, or twelve hundred dollars per annum.

One transitman shall receive a salary at the rate of one hundred dollars per month, or twelve hundred dollars per annum.

One draughtsman shall receive a salary at the rate of seventy dollars per month, or eight hundred and forty dollars per annum.

One draughtsman shall receive a salary at the rate of fifty dollars per month, or six hundred dollars per annum.

One inspector shall receive a salary at the rate of sixty dollars per month, or seven hundred and twenty dollars per annum.

One inspector shall receive a salary at the rate of sixty dollars per month, or seven hundred and twenty dollars per annum.

One inspector shall receive a salary at the rate of sixty dollars per month, or seven hundred and twenty dollars per annum.

One rodman shall receive a salary at the rate of sixty dollars per month, or seven hundred and twenty dollars per annum.

One rodman shall receive a salary at the rate of sixty dollars per month, or seven hundred and twenty dollars per annum.

One chainman shall receive a salary at the rate of fifty dollars per month, or six hundred dollars per annum.

One chainman shall receive a salary at the rate of fifty dollars per month, or six hundred dollars per annum.

3. For Assessment Roll Clerks:

The chief assessment roll clerk shall receive a salary at the rate of one hundred dollars per month, or twelve hundred dollars per annum.

One clerk shall receive a salary at the rate of sixty-five dollars per month, or seven hundred and eighty dollars per annum.

One clerk shall receive a salary at the rate of sixty-five dollars per month, or seven hundred and eighty dollars per annum.

One clerk shall receive a salary at the rate of sixty-five dollars per month, or seven hundred and eighty dollars per annum.

One clerk shall receive a salary at the rate of sixty-five dollars per month, or seven hundred and eighty dollars per annum.

One clerk shall receive a salary at the rate of sixty-five dollars per month, or seven hundred and eighty dollars per annum.

4. For Street Repairing:

The superintendent of street repairs shall receive a salary at the rate of sixteen hundred dollars per annum.

The clerk of the superintendent of street repairs shall receive compensation at the rate of seventeen dollars per week.

The foreman of teams shall receive compensation at the rate of two dollars per day.

The foreman of gravel street cleaning shall receive compensation at the rate of two dollars per day.

The foreman of asphalt street cleaning shall receive compensation at the rate of two dollars per day.

5. For Halls, Parks and Cemeteries:

The custodian of Tomlinson Hall shall receive compensation at the rate of sixty dollars per month, or seven hundred and twenty dollars per annum.

One janitor for Tomlinson Hall shall receive compensation at the rate of forty-five dollars per month, or five hundred and forty dollars per annum.

One janitor for Tomlinson Hall shall receive compensation at the rate of forty-five dollars per month, or five hundred and forty dollars per annum.

One janitor for Tomlinson Hall shall receive compensation at the rate of forty-five dollars per month, or five hundred and forty dollars per annum.

One janitor for City Hall shall receive compensation at the rate of sixty dollars per month, or seven hundred and twenty dollars per annum.

One janitor for City Hall shall receive compensation at the rate of sixty dollars per month, or seven hundred and twenty dollars per annum.

The custodian for Garfield Park shall receive compensation at the rate of sixty dollars per month, or seven hundred and twenty dollars per annum.

The assistant custodian for Garfield Park shall receive compensation at the rate of thirty-six dollars per month, or four hundred and thirty-two dollars per annum.

The custodian for Military Park shall receive compensation at the rate of sixty dollars per month, or seven hundred and twenty dollars per annum.

The custodian for University Square and Blind Asylum Park shall receive compensation at the rate of sixty dollars per month, or seven hundred and twenty dollars per annum.

The custodian for Greenlawn Cemetery shall receive compensation at the rate of sixty dollars per month, or seven hundred and twenty dollars per annum.

Sec. 2. All ordinances and parts of ordinances in conflict herewith be and the same are hereby repealed.

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

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

By Mr. Mahoney:

G. O. No. 9, 1899. An ordinance fixing the salary of the Assistant City Attorney and of the second Assistant City Attorney, repealing conflicting ordinances, and fixing the time when the same shall take effect.

Whereas, The offices of Assistant City Attorney and second Assistant City Attorney have been created by an act just passed by the General Assembly of the State of Indiana and approved March 4, 1899, and the City Attorney is by said act required to make appointments to fill said offices; and

Whereas, The Common Council is required by the provisions of said act to fix the salaries of said offices; therefore,

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the Assistant City Attorney shall receive a salary at the rate of twenty-five hundred dollars (\$2,500) per annum; the second Assistant City Attorney shall receive a salary at the rate of twelve hundred dollars (\$1,200) per annum.

Sec. 2. All parts of ordinances inconsistent herewith are hereby repealed.

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

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

By Mr. Bernauer :

G. O. No. 10, 1899. An ordinance to amend section four (4) of an ordinance entitled "An ordinance regulating pawnbrokers and second-hand dealers, providing a penalty for the violation thereof, repealing conflicting ordinances, and fixing the time when the same shall take effect," passed by the Common Council December 21, 1896, being known and designated as General Ordinance No. 47, 1896; also to amend the title of said ordinance, and fixing the time when the same shall take effect.

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That section four (4) of an ordinance entitled "An ordinance regulating pawnbrokers and second-hand dealers, providing a penalty for the violation thereof, repealing conflicting ordinances, and fixing the time when the same shall take effect," passed by the Common Council December 21, 1896, the same being known and designated as General Ordinance No. 47, 1896, be and the same is hereby amended to read as follows:

Section 4. It shall be the duty of every licensed person aforesaid, and of each proprietor, keeper or manager of every second-hand store or junk store in said city, to make out and deliver to the Superintendent of Police each day, before the hour of 12 o'clock noon, a legible and correct copy, from the book required in Section 2 hereof, of all personal property and other valuable things received or deposited or purchased during the preceding day, together with the time—giving the exact hour—when such property or thing of value was received or purchased.

Sec. 2. That the title of said above entitled ordinance be amended to read as follows: "An ordinance regulating pawnbrokers, second-hand stores and junk stores, providing a penalty for the violation thereof, repealing conflicting ordinances, and fixing the time when the same shall take effect."

Sec. 3. This ordinance shall be in full force and effect from and after its passage and publication one day each week for two consecutive weeks in the Indianapolis Sentinel, a daily newspaper of general circulation, printed and published in the City of Indianapolis.

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

MISCELLANEOUS BUSINESS.

Mr. Mahoney offered the following resolution :

Resolution No. 7, 1899--

Be it resolved by the Common Council of the City of Indianapolis, Indiana, That the thanks of said city be and are hereby extended to Senators David Turpie and Charles W. Fairbanks and Representative Jesse Overstreet for the untiring efforts of each and all of them rendered on behalf of the city in securing the passage by Congress of the bill providing for the erection of a new federal building in our city; and be it further

Resolved, That a copy of these resolutions, in appropriate form, be sent to each of the above-named gentlemen.

Which was read, and on motion of Mr. Bowser, adopted by the following vote:

AYES 18—viz.: Messrs. Allen, Bernauer, Bowser, Colter, Costello, Crall, Higgins, Little, Madden, Merrick, Moffett, McGrew, Rauch, Scanlon, Shaffer, Smith, Von Spreckelsen and President Mahoney.

NAYS—None.

The following communication was received from Indianapolis Typographical Union No. 1:

INDIANAPOLIS, IND., March 5, 1899.

To the President and Members of the Common Council:

Gentlemen—I am instructed by Typographical Union No. 1 to forward to you a copy of the following resolutions, passed at the last regular meeting, March 5, 1899:

Resolved by Indianapolis Typographical Union No. 1, That this union endorses the declaration of the Central Labor Union in regard to the street car question, and insists upon a three-cent fare and a short-term franchise; and be it further

Resolved, That the delegates of this union to the Central Labor Union are hereby instructed to do everything in their power to enforce these declarations.

Resolved, That the Secretary of this union be instructed to send a copy of these resolutions to the Mayor, Board of Public Works and City Council; also to the Central Labor Union.

Respectfully,

C. E. MCKEE, *Secretary.*

Which was read and, on motion of Mr. Costello, ordered spread on the minutes.

The New Telephone Company invited Council to attend the reception of said company Thursday, March 9, 1899.

Which was accepted.

ORDINANCES ON SECOND READING.

Mr. Little moved that the following entitled ordinance be taken up and passed, notwithstanding the Mayor's objections thereto:

G. O. No. 64, 1898. An ordinance providing that policemen and firemen shall receive their regular salary during sickness or injury for a period not exceeding sixty days, and patrolmen to receive twenty cents per hour for extra work, and firemen to be allowed one day off each week with pay, and providing that bicycles shall be furnished bicycle patrolmen.

President Mahoney declared the motion out of order for the reason that the same ought to have been offered under order of "Miscellaneous Business."

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

G. O. No. 3, 1899. An ordinance concerning vapor lights, and ratifying, confirming and approving a certain agreement made and entered into on the 13th day of January, 1899, between the City of Indianapolis, by and through its Board of Public Works, and The Sun Vapor Street Light Company, and matters connected therewith, and fixing a time when the same shall take effect.

And was passed by the following vote:

AYES 18—viz.: Messrs. Allen, Bernauer, Bowser, Colter, Costello, Crall, Higgins, Little, Madden, Merrick, Moffett, McGrew, Rauch, Scanlon, Shaffer, Smith, Von Spreckelsen and President Mahoney.

NAYS—None.

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

App. O. No. 5, 1899. An ordinance appropriating the sum of one hundred fifty-nine dollars and twenty-five cents (\$159.25) with which to pay a certain claim made by virtue of Section 8 of an act entitled "An act to better regulate and restrict the sale of intoxicating, vinous and malt liquors," etc., approved March 11, 1895, and fixing the time when the same shall take effect.

And was passed by the following vote:

AYES 18—viz.: Messrs. Allen, Bernauer, Bowser, Colter, Costello, Crall, Higgins, Little, Madden, Merrick, Moffett, McGrew, Rauch, Scanlon, Shaffer, Smith, Von Spreckelsen and President Mahoney.

NAYS—None.

Mr. Little moved that the rules be suspended for the purpose of taking up and passing over the Mayor's veto, the following entitled ordinance:

G. O. No. 64, 1898. An ordinance providing that policemen and firemen shall receive their regular salary during sickness or injury for a period not exceeding sixty days, and patrolmen to receive twenty cents per hour for extra work, and firemen to be allowed one day off each week with pay, and providing that bicycles shall be furnished bicycle patrolmen.

Which motion was lost by the following vote:

AYES 5—viz.: Messrs. Allen, Little, Madden, Moffett and McGrew.

NAYS 13—viz.: Messrs. Bernauer, Bowser, Colter, Costello, Crall, Higgins, Merrick, Rauch, Scanlon, Shaffer, Smith, Von Spreckelsen and President Mahoney.

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

App. O. No. 4, 1899. An ordinance appropriating the sum of one thousand dollars for the use of the Department of Public Health and Charities of the City of Indianapolis, Indiana, and fixing the time when the same shall take effect.

And was passed by the following vote:

AYES 17—viz.: Messrs. Allen, Bernauer, Bowser, Colter, Costello, Crall, Higgins, Madden, Merrick, Moffett, McGrew, Rauch, Scanlon, Shaffer, Smith, Von Spreckelsen and President Mahoney.

NAYS 1—viz.: Mr. Little.

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

G. O. No. 6, 1899. An ordinance fixing the salaries of the engineers employed at the Brightwood Waterworks in the City of Indianapolis, and declaring an emergency.

And was passed by the following vote:

AYES 18—viz.: Messrs. Allen, Bernauer, Bowser, Colter, Costello, Crall, Higgins, Little, Madden, Merrick, Moffett, McGrew, Rauch, Scanlon, Shaffer, Smith, Von Spreckelsen and President Mahoney.

NAYS—None.

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

App. O. No. 3, 1899. An ordinance appropriating the sum of three hundred eighty-seven dollars and thirty-six cents (\$387.36) with which to pay certain claims made by virtue of Section 8 of an act entitled "An act to better regulate and restrict the sale of intoxicating, vinous and malt liquors," etc., approved March 11, 1895, and fixing the time when the same shall take effect.

And was passed by the following vote:

AYES 18—viz.: Messrs. Allen, Bernauer, Bowser, Colter, Costello, Crall, Higgins, Little, Madden, Merrick, Moffett, McGrew, Rauch, Scanlon, Shaffer, Smith, Von Spreckelsen and President Mahoney.

NAYS—None.

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

G. O. No. 5, 1899. An ordinance authorizing the sale of certain real estate belonging to the City of Indianapolis, and fixing the time when the same shall take effect.

And was passed by the following vote:

AYES 17—viz.: Messrs. Allen, Bernauer, Bowser, Colter, Costello, Crall, Higgins, Madden, Merrick, Moffett, McGrew, Rauch, Scanlon, Shaffer, Smith, Von Spreckelsen and President Mahoney.

NAYS 1—viz.: Mr. Little.

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

G. O. No. 4, 1899. An ordinance approving a certain contract granting E. A. Caylor and Harvey Coonse the right to lay and maintain a switch or side-track across the first alley south of Moore avenue, in the City of Indianapolis, Indiana.

And was passed by the following vote:

AYES 16—viz.: Messrs. Allen, Bernauer, Bowser, Colter, Costello, Crall, Little, Madden, Merrick, Moffett, McGrew, Rauch, Shaffer, Smith, Von Spreckelsen and President Mahoney.

NAYS 2—viz.: Messrs. Higgins and Scanlon.

On motion of Mr. Shaffer, the Common Council, at 9:10 o'clock P. M., adjourned.

ATTEST:

John A. Mahoney

President.

Chas H. Struckmeyer

City Clerk.