

PROCEEDINGS OF COMMON COUNCIL.

REGULAR SESSION—FEBRUARY 16, 1885.

The Common Council of the City of Indianapolis, met in the Council Chamber, Monday evening, February 16th, A. D. 1885, at seven o'clock, in regular session.

PRESENT—Hon. John R. Pearson, Vice President of the Common Council, in the Chair, and 21 members, viz: Councilmen Benjamin, Curry, Dowling, Edenharter, Gallahue, Haugh, Mack, Moran, McClelland, Newcomb, Pearson, Rees, Reinecke, Reynolds, Sheppard, Smither, Spahr, Thalman, Trusler, Wharton, and Wolf.

ABSENT—His Honor, Mayor McMaster, and Councilmen Cowie, Coy, Downey, and Doyle—4.

The Proceedings of the Common Council for the regular session, held February 2d, 1885, having been printed and placed on the desks of the Councilmen, said Journals were approved as published.

REPORTS, ETC., FROM COMMITTEE ON CONTRACTS.

The Committee on Contracts, through Councilman Newcomb, submitted the following report; which was concurred in, and contracts severally awarded as recommended:

To the Mayor, Common Council, and Board of Aldermen:

Gentlemen:—Your Committee on Contracts, to whom was referred the bids received February 2d, 1885, have examined the same, and find them to be as follows, viz:

1st. For grading and graveling Beecher street and sidewalks, from Shelby street to the first street east of Shelby street.

S. W. & R. H. Patterson..	49 cents per lineal foot front on each side.
Richter & Twiname	49 cents per lineal foot front on each side.
H. C. Roney.....	44 cents per lineal foot front on each side.
Fulmer & Seibert.....	43 cents per lineal foot front on each side.
Geo. W. Buchanan ..	39 cents per lineal foot front on each side.
Geo. W. Seibert, Sr.....	30 cents per lineal foot front on each side.
Fred. Gansberg.....	23 cents per lineal foot front on each side.

Fred. Gansberg being the lowest and best bidder, recommend he be awarded the contract.

2d. For grading and graveling the first alley north of Third street, from West street to the first alley west of West street.

S. W. & R. H. Patterson..	24 cents per lineal foot front on each side.
Fulmer & Seibert.....	21 cents per lineal foot front on each side.

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H. C. Roney.....	20 cents per lineal foot front on each side.
J. L. Spaulding.....	18 cents per lineal foot front on each side.
J. D. Hoss & Co.....	16 cents per lineal foot front on each side.

J. D. Hoss & Co. being the lowest and best bidders, recommend they be awarded the contract.

3d. For grading and graveling the first alley south of St. Joseph street, from Illinois street to the first alley east of Illinois street.

S. W. & R. H. Patterson..	22 cents per lineal foot front on each side.
J. L. Spaulding.....	19 cents per lineal foot front on each side.
H. C. Roney	17 cents per lineal foot front on each side.
J. D. Hoss & Co.....	16 cents per lineal foot front on each side.
Fulmer & Seibert.....	15 cents per lineal foot front on each side.

Fulmer & Seibert being the lowest and best bidders, recommend they be awarded the contract.

4th. For grading and paving with brick, the south sidewalk of Brookside avenue, from Clifford avenue to Omer street.

J. L. Spaulding.....	40 cents per lineal foot front.
H. C. Roney... ..	39 cents per lineal foot front.
J. D. Hoss & Co.....	35 cents per lineal foot front

J. D. Hoss & Co. being the lowest and best bidders, recommend they be awarded the contract.

5th. For grading and graveling the first alley south of Brookside avenue and Omer street, from Clifford avenue to its eastern terminus.

J. L. Spaulding.....	21 cents per lineal foot front on each side.
S. W. & R. H. Patterson..	21 cents per lineal foot front on each side.
H. C. Roney	17 cents per lineal foot front on each side.
Fulmer & Seibert.....	17 cents per lineal foot front on each side.
Geo. W. Buchanan.....	17 cents per lineal foot front on each side.
J. D. Hoss & Co.....	14 cents per lineal foot front on each side.

J. D. Hoss & Co. being the lowest and best bidders, recommend they be awarded the contract.

6th. For grading and bowldering the roadway of Alabama street, from Pogue's Run to the C., I., St. L. & C. Railroad tracks.

S. W. & R. H. Patterson..	\$2 49 per lineal foot front on each side.
J. L. Spaulding.....	1 80 per lineal foot front on each side.
Richter & Twiname.....	1 73 per lineal foot front on each side.
John A. Whitsit.....	1 63 per lineal foot front on each side.
Geo. W. Buchanan.....	1 63 per lineal foot front on each side.
Geo. W. Seibert, Sr.....	1 57 per lineal foot front on each side.
Fulmer & Seibert.....	1 57 per lineal foot front on each side.
Hanway & Cooper.....	1 54 per lineal foot front on each side.
J. D. Hoss & Co.....	1 52 per lineal foot front on each side.
H. C. Roney.. ..	1 49 per lineal foot front on each side.
James W. Hudson	1 43 per lineal foot front on each side.

James W. Hudson being the lowest and best bidder, recommend he be awarded the contract.

7th. For painting Shelby and Olive street bridges over Pleasant Run.

Only one bid submitted. John Egger, Olive street bridge.....	\$73 00.
John Egger, Shelby street bridge...	40 00.

John Egger being the only bidder, and his bid seeming to be a fair one, we recommend that he be awarded the contract.

Respectfully submitted,

W. C. Newcomb,
M. M. Reynolds,
Committee on Contracts.

Councilman Newcomb, in behalf of the same committee, submitted the following report; which was concurred in, and the contracts severally awarded as recommended:

To the Mayor and Common Council :

Gentlemen:—The Committee on Contracts, to whom were referred the proposals received January 19, 1885, have examined the same, and find them to be as follows, viz:

1st. For the construction and erection of a combination bridge over Pogue's Run, on Eddy street, according to plans and specifications on file in the office of the City Civil Engineer.

Henry C. Roney.....	\$1,443 00
Stacy Truss Bridge Girder and Roof Co., per H. Stacy.....	1,230 00
T. A. Hardman.....	1,190 00
Indianapolis Bridge Co., per S. H. Godman.....	1,175 00
Massillon Bridge Co.....	1,116 50
W. W. Loucks.....	920 00

W. W. Loucks being the lowest and best bidder, recommend he be awarded the contract.

2d. For the construction and erection of a combination bridge over the Canal, on Sixth street, according to plans and specifications on file in the office of the City Civil Engineer.

Henry C. Roney.....	\$1,585 00
T. A. Hardman.....	1,255 00
Stacy Truss Bridge Girder and Roof Co., per H. Stacy.....	1,250 00
Massillon Bridge Co.....	1,205 00
Indianapolis Bridge Co., per S. H. Godman.....	1,175 00
W. W. Loucks.....	912 00

W. W. Loucks being the lowest and best bidder, recommend he be awarded the contract.

No bids received for the erection of lamp-posts on Michigan street, between New Jersey and East streets, as advertised for January 19, 1885.

Respectfully submitted,

W. C. Newcomb,
M. M. Reynolds,
Committee on Contracts.

Councilman Newcomb, in behalf of the same committee, submitted the following report, accompanied with bond; which was concurred in, and the bond approved:

To the Mayor, Common Council and Board of Aldermen :

Gentlemen:—Your Committee to whom was referred the bids for the removal of dead animals from the city, find that the Indianapolis Fertilizing Company is the highest and best bidder, they agreeing to remove all dead animals from the city, and pay the city the sum of fifty dollars for said privilege. We therefore recommend that said company be awarded the contract.

Respectfully submitted,

W. C. Newcomb,
M. M. Reynolds,
Committee on Contracts.

KNOW ALL MEN BY THESE PRESENTS, That we, the Indianapolis Fertilizer Company, as principal, and Martin Birk and Frederick G. Wiselogel, as sureties, are held and firmly bound unto the City of Indianapolis, in the penal sum of three hundred dollars (\$300.00), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, firmly by these presents.

The conditions of this obligation are such, that the said Indianapolis Fertilizer Company shall well and truly pay the amount of its bid now pending in the Common Council of said city, to remove dead animals from said city, and in all respects

comply with its said proposition and the contracts and agreements which may hereafter be made between it and said city in reference to the removal of said animals, then this obligation shall be void; else, in full force and effect.

Witness our hands and seals, this 16th day of February, 1885.

INDIANAPOLIS FERTILIZER Co., [Seal.]
 F. G. Wiseloge, Treas'r.
 F. G. WISELOGEL, [Seal.]
 MARTIN BIRK, [Seal.]
 F. BORST, [Seal.]

COMMUNICATIONS, ETC., FROM THE MAYOR.

Vice President Jno. R. Pearson in the Chair, presented the following report; which was received:

To the Common Council and Board of Aldermen :

Gentlemen:—I herewith report the amount of fees and fines due the city, collected by me for the month of January, 1885, as follows:

Marshal's fees.....	\$176 55
Mayor's fees.....	122 80
Fines due city.....	9 20
	<hr/>
	\$308 55

Which said fees and fines I have this day paid over to the City Treasurer, and filed his receipt therefor with the City Clerk.

Respectfully, JOHN L. McMASTER, Mayor.

REPORTS, ETC., FROM CITY OFFICERS.

The City Civil Engineer submitted the following report, accompanied with letters; which were read:

To the Mayor, Common Council and Board of Aldermen :

Gentlemen:—I am in receipt of the following communications, which I submit to you, in order that you may take some definite action in regard to the proposition therein contained. I would suggest that a proper way to receive the ground, would be to have the same dedicated to the public for street purposes, and if accepted on the conditions mentioned in the first letter below, I will inform the proper parties, and make the necessary surveys for the preparation of the deed.

Respectfully submitted, S. H. SHEARER, City Civil Engineer.

Columbus, Ohio, February 2, 1885.

S. H. SHEARER, Esq., City Engineer, Indianapolis, Ind:

Dear Sir:—The Pennsylvania Co. own a piece of property in the southern part of Indianapolis, west of the J., M. & I. Railroad, and south of Hill street. You will remember that a short time ago I requested you to make some measurements along the line of this lot. Some of the property owners on the south side of this piece of ground desire the extension of Union street southwardly through this property, and the Pennsylvania Co. would be willing to give the city a strip sixty feet wide for the extension of Union street, provided the city will exonerate us from the payment of any taxes or assessments on account of the opening and improving of said street.

Will you be kind enough to advise me what mode of proceeding is necessary to bring this matter up before the Council in proper form? Whether it requires a regular deed, or a mere donation, and whether the city would be willing to accept the ground upon the conditions above stated?

Yours truly, M. J. BECKER, Chief Engineer.

Columbus, Ohio, February 11, 1885.

S. H. SHEARER, Esq., City Engineer, Indianapolis, Ind.:

Dear Sir:—Referring to my recent letter regarding the donation by the J., M. & I. Railroad Co, of the strip of ground for the extension of Union street over our property in the southern part of the City of Indianapolis, I am informed that that property is outside of the city limits, and that therefore the dedication of the ground for the street could not be made to the city.

Will you be kind enough, when you answer my former letter, to state where the city limits are, and if the property is outside of the city limits, advise me regarding the proper measures to be taken to make the dedication of the street, and who are the proper parties to receive it.

Yours truly, M. J. BECKER, Chief Engineer.

Councilman Spahr, as to the above, offered the following motion; which was adopted:

That the City Attorney be directed to inform the Pennsylvania Railroad Co. that the city will relieve said company from any and all tax assessments for street improvements so long as said company's land referred to remains outside of the city's jurisdiction, provided said company will donate to the public for the purposes of a highway the proposed strip of ground.

The City Clerk submitted the following report:

To the Mayor, Common Council and Board of Aldermen:

Gentlemen:—I herewith submit the following entitled affidavits, now on file in my office, for the collection of street improvement assessments by precepts, to wit:

J. F. & H. L. Talbott vs. Hannah L. Kennedy, for.....	\$21 31
George W. Seibert, Jr., vs. Newton Todd, for.....	33 60
George W. Seibert, Jr., vs Olive L. Osgood, for.....	20 36
George W. Seibert, Jr., vs. Susan K. Blackledge, for.....	33 60
David A. Haywood vs. Ann M. Cropsey. for.....	6 80

Respectfully submitted, GEO. T. BREUNIG, City Clerk.

Which was received, and the precepts ordered to issue, by the following vote:

AYES, 15—viz. Councilmen Benjamin, Curry, Dowling, Gallahue, Haugh, Mack, Moran, McClelland, Newcomb, Pearson, Rees, Reinecke, Smither, Spahr, and Wolf.

NAYS, 3—viz. Councilmen Edenharter, Reynolds, and Thalman.

The City Clerk presented the following application; which was granted:

Indianapolis, Feb. 16, 1885.

To the Mayor, Common Council and Board of Aldermen:

Gentlemen:—The undersigned hereby makes application for city license for "Dickson's Grand Opera House," to conduct theatrical and kindred performances.

Respectfully, GEO. A. DICKSON.

Councilman Thalman offered the following motion; which was adopted:

That Hunt & McCurdy be granted an Auctioneers' license for one year, and the City Clerk is hereby authorized to issue said license according to existing ordinances.

The City Attorney submitted the following report; which was received:

To the Mayor, Common Council and Board of Aldermen :

Gentlemen:—Since the last meeting of the Council, the case of Bridget Scantlin vs. The City, asking \$3,000 damages for personal injuries received in a fall on west Washington street, in 1883, has been disposed of in the Superior Court. After the plaintiff's evidence was concluded, she dismissed her case, and judgment was rendered in favor of the city. As the statute of limitation has now run, the action can not be again prosecuted.

The Supreme Court has affirmed the judgment of the lower court, in the case of Rosina Kistner, Executrix, vs, The City and the Union Railway Co., which, it will be remembered, was a suit for \$10,000 damages for the killing of John Kistner by a backing train at the west end of the Union Depot, some three years ago. The judgment was in favor of both the city and the Railway Co.

Respectfully submitted, C. S. DENNY, City Attorney.

The Mortality report, showing 62 deaths for two weeks ending February 14th, 1885, was read and received.

REPORT FROM THE BOARD OF CITY COMMISSIONERS.

The City Commissioners submitted the following report, accompanied with resolution:

Report of the City Commissioners in case of opening an alley in middle part of Out-lot No. 160.

To the Mayor, City Council, and Board of Aldermen:

Gentlemen:—The undersigned, members of the Board of City Commissioners of the City of Indianapolis, duly appointed, qualified, and acting under the provisions of the Statutes of the State of Indiana, in relation to laying out, opening, widening, altering and vacation of streets, alleys and highways, beg leave to report:

1st. We met at the office of the City Clerk, on Thursday, December 11th, 1884, to examine into the matter of the proposed dedication of ground for an alley in the middle part of Out-lot 160, in accordance with a notice of the City Clerk, which notice and the return of the Superintendent of the Metropolitan Police, endorsed thereon, is filed herewith as a part hereof, marked exhibit "A."

2d. We immediately proceeded to view the ground proposed to be taken for said alley, and the property contiguous thereto, and the surrounding property along the line of said alley, and find that the following persons are interested in the opening of said alley, viz:

John Leibrich and John Leibrich, Guardian of Louis and Geo. Leibrich, heirs of Louis Leibrich, deceased, the owner of 139 feet on North street, by 244 feet south-west corner of Out-lot 160.

Ephraim Boring, Lot 3, Hilton's subdivision of Out-lot 160.

Asenath Showalter, 35 feet on Indiana avenue, east side of Lot 4, Hilton's subdivision of Out-lot 160.

G. H. Day's heirs, viz: Uriah Day, Caroline Day, John Day, Elizabeth McCoy, and Jane Green, the owners of 35 feet on Indiana avenue, west side of Lot 4, Hilton's subdivision of Out-lot 160.

Fletcher and Churchman, the owners of $28\frac{3}{4}$ feet on Indiana avenue, east side of Lot 3, Lequat's subdivision of Out-lot 160.

Geo. W. Statton, $37\frac{1}{2}$ feet on Indiana avenue, east side of Lot 2, Lequat's subdivision of Out-lot 160.

Samuel L. Douglass, commencing 207 feet southeast from corner of Indiana avenue and Blackford street, $39\frac{1}{2}$ feet on avenue of Lot 2, Out-lot 160.

That we made due report of said facts to the City Clerk, and required him to have the Superintendent of Police notify said interested parties to meet the City Commissioners on the 9th day of February, 1885, at 10 o'clock, A. M., in Room 6, of the City Clerk's office. Said report is filed herewith, as a part hereof, and marked exhibit "B."

3d. We further report that we met at the time and place named, and most of the interested parties were present, and most of them testified as to the need of an alley of greater width, as the one proposed would not admit of driving an ordinary wagon through the right angles into the narrow alleys, and the Commissioners are agreed in proposing to the Council and Board of Aldermen to open the alley fifteen feet wide and ninety-one feet long.

4th. We now further report that the length, width and location of said alley proposed to be opened, is as follows: Commencing at a point 15 feet west of the northwest corner of Lot 2, in Pitts' subdivision of Out-lot 160; running thence west 91 feet along the south lines of Lots 4 and 5, in Baylor's heirs' subdivision of Out-lot 160; thence south 15 feet; thence east and parallel with the south lines of Lots 4 and 5, above described, 91 feet; thence north 15 feet to the place of beginning.

5th. The value of land taken for said proposed alley, is twenty (\$20.00) dollars.

6th. The costs attending said dedication, is fifty (\$50.00) dollars.

7th. The benefits to the interested parties, are seventy (\$70.00) dollars, as follows:

8th. Fletcher & Churchman, benefits to 28 $\frac{3}{4}$ feet on Indiana avenue, east side of Lot 3, Lequat's subdivision of Out-lot 160, thirty-five (\$35.00) dollars; and benefits to Geo. H. Day's heirs, viz: Uriah Day, Caroline Day, John Day, Elizabeth McCoy and Jane Green, as their several interests may appear in Lot 4, of Hilton's subdivision of Out-lot 160, thirty-five (\$35.00) dollars.

9th. The damages, twenty dollars, to be paid to the heirs of Louis Leibrich, viz: John, Louis and Geo. Leibrich, as their several interests may appear in the property above described in this report.

Respectfully submitted,

James C. Yohn,
Aug. M. Kuhn,
John^rL. F. Steeg,
Wm. Hadley,
F. W. Hamilton,
City Commissioners.

Resolved, That the report of the City Commissioners in the matter of opening an alley in the middle part of Out-lot 160, described as follows: Commencing at a point 15 feet west of the northwest corner of Lot nine (9) in Pitts' subdivision of Out-lot 160; running thence west 91 feet along the south lines of Lots 4 and 5, in Baylor's heirs' subdivision of Out-lot 160; thence south 15 feet; thence east and parallel with the south lines of Lots 4 and 5, above described, 91 feet; thence north 15 feet to the place of beginning, be, and the same is hereby, in all things accepted and approved; that the benefits assessed and damages awarded by said Commissioners be, and the same is hereby, approved; that the real estate therein and above described for the opening of said alley, be, and the same is hereby, appropriated; that the City Clerk be, and he is hereby, directed to certify to the City Treasurer so much of said report as assesses benefits and awards damages upon real estate, giving the description thereof; *Provided, however*, that said treasurer shall not tender or pay any part of the damages or costs occasioned by said opening, as shown by said Commissioners' report, nor shall said alley be opened, until the benefits assessed shall have all been paid in to the City Treasurer; the collection of which benefits and costs, the City Treasurer is hereby directed to make, as soon as said certified copy of the Commissioners' report comes to his hands.

Which was concurred in, and the resolution adopted, by the following vote:

AYES, 19—viz. Councilmen Benjamin, Curry, Dowling, Edenharter, Gallahue, Haugh, Mack, Moran, McClelland, Newcomb, Pearson, Rees, Reynolds, Smither, Spahr, Thalman, Trusler, Wharton, and Wolf.

NAYS—None.

REPORTS, ETC., FROM STANDING COMMITTEES.

The Committee on Judiciary, through Councilman Newcomb, submitted the following report; which was concurred in:

To the Mayor and Common Council:

Gentlemen:—Your Committee on Judiciary have considered the proposition of Luther Mehring to pay fifty dollars in full settlement of the city's demands on his bid of June 16th, 1884, to remove the dead animals from the city. We are satisfied that Mr. Mehring would not have bid more than one hundred dollars for the year, if he had not been led to believe that the ordinance then pending to protect the dead animal contractor, would be passed. We find that Mr. Mehring has not received any favors at all from the city, as he states in his petition, and believe that his proposition ought to be accepted, without reference to his legal liability.

Respectfully submitted,

W. C. Newcomb,
P. M. Gallahue,
Geo. F. Edenharter,
Judiciary Committee.

The Committee on Public Light, through Councilman Gallahue, submitted the following report:

To the Mayor and Common Council:

Gentlemen:—Your Committee on Public Light, to whom was referred a motion directing your Committee to invite the Aldermanic Committee on Public Light to accompany them, and call upon the Gas Company and secure, if possible, an increased number of hours of lighting public lamps, without any additional cost to the city, have attended to the duty required by the motion, and report as follows:

We find that the public lamps are cleaned, repaired, lit and turned out by the Gas Company, each post burning twenty-five hundred hours per year, for which the city pays the sum of twenty-five dollars per post per year.

We further find and report, that there are two contracts with the Gas Company, one general and one special, each having a year to run.

Your committee have earnestly labored to secure, net only additional burning hours upon public lamps, but to secure a reduction in price of gas, to private consumers as well. The only inducement we had to offer for the reductions sought, was an extension of time of the general and special contracts. Before receiving or making any propositions to the Gas Company, your committees obtained a written opinion from the City Attorney as to the obligations resting upon the city in the event of the extension of time of the general contract. This officer informed your committee, in a written opinion, that this general contract gave the Gas Company the right to repair and extend mains in the streets during the term granted, without seeking special permission in each case of the city government, and a promise to use this company's gas, if any is used, but with the right to stop using the gas of the company in public lamps at any time, and use electric or other kind of light, without incurring any liability to the Gas Company, so far as the general contract is concerned. By the contract called *special*, the obligation is made to use gas during the term for which it may be made.

Your committee had a lengthy conference with Mr. Fletcher, President of the Gas Company, ending in a proposition from him to your committee both as to additional hours on public lamps, and reduction in price to private consumers. It is sufficient to say that the proposition was not satisfactory to your committee.

Your committee finally submitted a proposition to the company, which we believe *was the very best* we could hope to have accepted. The proposition in its terms required all existing contracts to be surrendered and cancelled, and new *general* and *special* contracts, to date from March first, 1885, the general contract to run ten years, and the special contract to run three years, *provided* the Gas Com-

pany would reduce the price of gas to one dollar and eighty cents per thousand feet to the private consumers of gas, and add two hundred and forty hours to each lamp-post—making 2,740 burning hours per year—and clean, repair, light and turn out, for the price of twenty-five dollars per year per post, the same as now paid for 2,500 hours. This proposition gives a reduction of twenty (20) cents to the private consumers of gas, and gives the city a nearly all night time-table in public lighting. This proposition was held under consideration by the company for a week, and then accepted.

We submit herewith carefully prepared contracts, *general* and *special*, prepared by the City Attorney, providing for all the matters as stated in your committee's proposition herein set out. We recommend both be passed in time to go into effect the first day of next March.

Respectfully submitted,

P. M. Gallahue,

Fred. J. Mack,

T. F. Smither,

Council Committee.

James' A. Pritchard,

Isaac King,

Aldermanic Committee.

Councilman Sheppard moved that the report be referred to a special committee.

Councilman Gallahue moved as a substitute, that the report of the committee be concurred in.

Which was adopted, by the following vote:

AYES, 17—viz. Councilmen Benjamin, Curry, Edenharter, Gallahue, Haugh, Moran, McClelland, Newcomb, Pearson, Rees, Reinecke, Reynolds, Sheppard, Smither, Spahr, Trusler, and Wharton.

NAYS, 3—viz. Councilmen Dowling, Thalman, and Wolf.

The Committee on Streets and Alleys, through Councilman Reynolds, submitted the following report; which was concurred in:

To the Mayor and Common Council:

Gentlemen:—Your Committee on Streets and Alleys, to whom was referred the petition of C. Maus, Wm. Hild and others, for the opening of west New York street, by causing the obstructions to be removed therefrom (see petition January 5, 1885, page 15), recommend the prayer of petitioners be granted, and that the Street Commissioner be instructed to do the work.

Respectfully submitted,

M. M. Reynolds,

J. W. Wharton,

Julius F. Reinecke,

Committee on Streets and Alleys.

REPORTS FROM SELECT COMMITTEES.

Councilman Curry, in behalf of a certain Special Committee, submitted the following report; which was concurred in, and Councilmen Trusler, Gallahue and Curry appointed by the Chair to act as the Council members of such committee:

To the Mayor and City Council:

Gentlemen:—Your Special Committee to whom was referred a motion in regard to "instructing the Chief Fire Engineer not to make runs outside the corporate limits," respectfully report that, in our opinion, such an order would not be advisable, as the Fire Department could not stand idly by and see property destroyed, if

within their reach to save (although outside the corporate limits). We therefore recommend that the matter be left to the good judgment of the Chief Fire Engineer. We believe, however, that by straightening, and in some cases extending, the corporation line, a large number of buildings and factories can be made to justly contribute to the city's revenue. This should have been done several years ago, in justice to the city tax payers. These establishments are located immediately on the corporation line; have the use of the streets, gas light, fire-plugs and Fire Department, without contributing one dollar for their support.

We recommend that a special committee of three be appointed from this Council, and that the Board of Aldermen be requested to appoint a like committee whose duty it shall be to investigate and report, at the earliest day possible, what changes should be made in the corporation lines to remedy the above, so that all benefited shall contribute equally.

Respectfully submitted,

Wm. Curry,
Isaac Thalman,
P. C. Trusler,
Special Committee.

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

Under this order of business the following entitled ordinances were introduced, and severally read the first time:

By Councilman Gallahue:

G. O. 3, 1885—An ordinance extending the franchise of the Indianapolis Gas-Light and Coke Company, subject to certain modifications and restrictions, and fixing a limit to the price to be charged for gas by said company.

By Councilman Spahr:

G. O. 4, 1885—An ordinance repealing "An ordinance granting to E. W. Gleason and his associates, under the name and style of the 'Indiana District Telephone Company,' the right to construct, operate and maintain lines of telephone."

G. O. 5, 1885—An ordinance granting to the Central Union Telephone Company the right to use the streets and alleys of the City of Indianapolis, and certain telegraph poles of said city, in constructing, operating and maintaining lines of telephone in said city.

By Councilman Thalman:

G. O. 6, 1885—An ordinance supplemental to an ordinance entitled "An ordinance granting to the Baltimore and Ohio Telegraph Company of Indiana, the privilege of erecting and maintaining poles on and along certain streets and alleys of the City of Indianapolis," ordained July 7, 1884.

On motion by Councilman Thalman, the rules were suspended for the purpose of placing the above ordinance on its final passage, by the following vote:

AYES, 19—viz. Councilmen Benjamin, Curry, Dowling, Edenharter, Gallahue, Moran, McClelland, Newcomb, Pearson, Rees, Reinecke, Reynolds, Sheppard, Smither, Spahr, Thalman, Trusler, Wharton, and Wolf.

NAYS—None.

G. O. 6, 1885, was then read the second time, ordered engrossed, read the third time and passed, by the following vote:

AYES, 18—viz. Councilmen Benjamin, Curry, Dowling, Edenharter, Gallahue, Moran, McClelland, Newcomb, Pearson, Rees, Reinecke, Reynolds, Sheppard, Smither, Spahr, Thalman, Wharton, and Wolf.

NAYS—None.

Councilman Wolf was excused for the remainder of this session.

Councilman Gallahue moved a suspension of the rules for the purpose of placing G. O. 3, 1885, on its final passage.

Which motion was adopted, and the rules suspended, by the following vote :

AYES, 18—viz. Councilmen Benjamin, Curry, Edenharter, Gallahue, Haugh, Moran, McClelland, Newcomb, Pearson, Rees, Reinecke, Reynolds, Sheppard, Smither, Spahr, Thalman, Trusler, and Wharton.

NAYS, 1—viz. Councilman Dowling.

The following entitled ordinance was then read the second time, ordered engrossed, and read the third time :

G. O. 3, 1885—An ordinance extending the franchise of the Indianapolis Gas-Light and Coke Company, subject to certain modifications and restrictions, and fixing a limit to the price to be charged for gas by said company.

And it was passed by the following vote:

AYES, 17—viz. Councilmen Benjamin, Curry, Edenharter, Gallahue, Haugh, Moran, McClelland, Newcomb, Pearson, Rees, Reinecke, Reynolds, Sheppard, Smither, Spahr, Trusler, and Wharton.

NAYS, 2—viz. Councilmen Dowling and Thalman.

The ordinance as passed above, is in the words and figures as follows, to-wit:

G. O. 3, 1885—An ordinance extending the franchise of the Indianapolis Gas-Light and Coke Company, subject to certain modifications and restrictions, and fixing a limit to the price to be charged for gas, by said company.

SECTION 1. *Be it ordained by the Common Council and Board of Aldermen of the City of Indianapolis, That in consideration of the changes hereby made in the original contract ordinance of March 19th, 1866, not yet expired, and the acceptance of the terms of this ordinance by the Indianapolis Gas Light and Coke Company (if they shall be so accepted), it is agreed by said city, that if she continues to light her public streets and grounds with gas, it shall be done with the gas of said company, during the term of ten (10) years from March 1st, 1885. Said city shall be at liberty to adopt some other mode of lighting her public streets and grounds, other than gas, in which case she shall not be obliged to use the gas of said company for that purpose.*

SEC. 2. The price at which said company shall furnish the city and her inhabitants with gas, shall not exceed the sum of one dollar and eighty cents (\$1.80) for each thousand cubic feet; *Provided, That the Common Council and Board of Alder-*

men of said city shall, at all times, have the right to regulate the time of lighting and extinguishing the street lamps, and to otherwise determine the quantity of gas to be consumed by said city.

SEC. 3. The gas sold by said company (except in case of emergency or accident), shall be free from all non inflammable or poisonous qualities, and in all other respects of the highest standard of purity; and the same shall be supplied promptly and in sufficient quantities by said company to all consumers thereof, and to all others applying therefor, on or adjacent to any street or alley along which the mains of said company shall have been extended. And said company shall, upon application in writing, promptly lay all necessary service-pipes in or across any street, gutter, sidewalk or alley. Said company shall make no charge for any meter, nor for the rent of the same; nor shall any charge be made by said company for service-pipes laid in any street, gutter or sidewalk, nor for laying said pipes, nor for properly repairing all streets, gutters and sidewalks thereafter, nor for tapping any mains. And furthermore, said company shall not charge more for making any connection between its pipes and those of any person applying for gas, nor for the setting of any meter, than the actual cost of doing the same. All gas sold shall be accurately measured by said company, at its own expense, and without any charge, either direct or indirect, to any consumer thereof. Such company shall furnish all facilities in its possession to any agent that may be appointed by the Common Council and Board of Aldermen to test the accuracy of the meters or the purity of the gas furnished by said company.

SEC. 4. If said Indianapolis Gas-Light and Coke Company shall fail to comply, in good faith, with any or all of the provisions of this ordinance, or shall violate any of said provisions, then, and in such case, it shall forfeit all the rights and privileges under said contract, and the Common Council and Board of Aldermen may, at any time thereafter, repeal the same. Said failure shall be determined by judicial decision.

SEC. 5. If any discovery or improvement shall be made in the preparation of gas from coal or other material, either solid or liquid, by which the cost of obtaining the same shall be materially diminished, and the same shall be adopted in other principal cities of the country, then, and in such case, the company aforesaid shall introduce and use such discovery or improvement in said City of Indianapolis, and shall make such reduction in the price of gas sold, as shall be proportionable to the saving by such discovery or improvement.

SEC. 6. Whenever said company proposes to open any street, lane or alley, for the purpose of laying down gas pipes, it shall give to the City Civil Engineer of said city, three days' notice thereof, and shall not, during the progress of the work, unnecessarily obstruct the passage of such street, lane or alley; and, further, it shall, within a reasonable time, repair such portion of any street, lane or alley, that it may have broken up, in such manner as shall be acceptable to said Engineer. Said gas-pipes shall not interfere with the drainage or water supply of the city, by obstructing or otherwise interfering with the construction of sewers or laying of water-pipes; and whenever the same shall become necessary, such company shall remove the gas-pipes so interfering, at its own expense.

SEC. 7. Whenever any property owners, embracing a space of five hundred and ten feet, contiguous to the mains of said company, on and along any street or thoroughfare of the said City of Indianapolis, shall signify, by petition to the Common Council and Board of Aldermen, their desire to use gas, the said Indianapolis Gas-Light and Coke Company, within sixty days after the filing of said petition and its approval by said Council and Board of Aldermen, at any period between the first day of March and the first day of November of any year, shall proceed to lay down the necessary and proper mains and service-pipes along said street or thoroughfare, if the citizens along the line of said street or thoroughfare shall obligate themselves to take fifteen or more burners, and use the same for gas, to each such space of five hundred and ten feet along which said mains and service-pipes shall be so laid; *Provided*, That the public grounds of the City, County or State, shall be excepted from this rule.

SEC. 8. The Indianapolis Gas-Light and Coke Company, and every person in its

employ, who shall dig any trench in any street, sidewalk or alley of such city, for the purpose of laying, taking up or repairing any gas-pipe, or for any other purpose, shall fill the same again, as early as practicable, like the adjoining part of the street; and if the place at which such trench was dug, shall subsequently sink, or get out of repair, in consequence of such digging and filling, the company or person having dug the same, shall repair it forthwith; and for any neglect so to do, said company shall be liable for all cost of putting such place in good repair, to be collected in an action of debt; or the city may cause the work to be done, and retain the amount of the cost thereof out of any monies due to said company. And said company shall be liable for any damages to any person or property resulting from any neglect or fault of its officers or employes; and should the city be sued therefor, said company shall be notified of said suit, and thereupon it shall be the duty of such company to defend the same; and should a judgment be recovered against the city, she shall recover the amount, with all costs, from said company, and the record of such judgment against the city, shall be final and conclusive evidence in the case.

SEC. 9. An acceptance of the terms of this ordinance by said company, shall work a repeal of the ordinance of March 19, 1866, entitled "An ordinance investigating the Indianapolis Gas-Light and Coke Company with the privilege of furnishing gas to the city and inhabitants of Indianapolis, upon certain conditions therein named," and the same shall thereafter no longer be binding on any party thereto.

SEC. 10. This ordinance shall take effect and be in force after its passage and adoption by the Board of Directors of said Indianapolis Gas-Light and Coke Company of a resolution fully accepting the terms and conditions of this ordinance, a certified copy of which resolution shall be filed by said company with the City Clerk, which shall be, by said officer, reported to the Common Council and Board of Aldermen at their next meetings.

The following agreement, presented with the report of the Committee on Public Light, was read:

THIS AGREEMENT, Made on this day of February, 1885, by and between the City of Indianapolis, party of the first part, and the Indianapolis Gas-Light and Coke Company, party of the second part, *Witnesseth:*

WHEREAS, An ordinance is not pending before the Common Council and Board of Aldermen, entitled "An ordinance extending the franchise of the Indianapolis Gas-Light and Coke Company, subject to certain modifications and restrictions, and fixing a limit to the price to be charged for gas to the city and its inhabitants," which materially changes the terms of the ordinance contract of March 19, 1866, now in force; and

Whereas, It is desirable on the part of the City of Indianapolis, to cancel the special contract now existing between her and said company, which was entered into on the 8th day of July, 1884, for a term of one year and five months, and to make new terms with said company, in nearer accord with the provisions of said ordinance now pending;

Now, therefore, It is agreed by and between the parties hereto, that in case said ordinance now pending before said Council and Board of Aldermen shall hereafter be passed, and its provisions and terms shall be accepted by said company, as herein provided for, then, and in that case, the following contract shall take the place of said special contract for the unexpired term thereof, and said special contract of July 8th, 1884, shall be and become null and void after the commencement of this contract, as hereinafter provided:

Said Indianapolis Gas-Light and Coke Company, party of the second part, agrees to furnish gas to said party of the first part, for the term of three (3) years from the first day of March, 1885, of the quality and kind provided for in the third Section of said ordinance now pending, (which is the same as Section three of said ordinance of March 19, 1866), for two thousand five hundred and sixty-six (2,566) lamps, all of which are now in a serviceable condition in and upon the streets of said city; said lamps to be lighted upon a time-table to be furnished by the city,

which table shall provide for two thousand seven hundred and forty (2,740) hours per year for each and every lamp, and the burners thereof shall be of the capacity of not less than four (4) cubic feet per hour for each and every lamp. Said party of the second part also agrees at proper and regular times to light and extinguish said lamps, according to the schedule furnished by the party of the first part; to keep said lamps clean and in repair; and if said party of the second part shall fail or neglect to keep the same clean and in repair, the said party of the first part shall have the right to do so, and deduct the cost thereof from any sum due said company. It is further agreed that the party of the first part shall have the right to deduct from any amount due said party of the second part, the sum of fifteen (15) cents for each and every post for each and every night that it is not lighted and kept lighted during the time provided in the time-table; *Provided*, that this provision shall not apply to cases of failure to light and keep lighted that are caused by frost, over which said party of the second part has no control; but said party of the second part agrees to use the utmost reasonable dispatch in thawing out such posts.

It is further agreed that said party of the first part, and her officers, shall have the right, at any time, to test both the quality of the gas furnished, and the capacity of the burners on street lamps.

It is further agreed, that the 2,566 posts and lamps shall be such as shall be selected and designated by the proper committee or committees of the Common Council and Board of Aldermen and a representative committee of said Gas Company; and the said party of the second part also agrees to furnish gas for all offices occupied by city officers, for all engine houses, for the Council Chamber, for all tunnels, bridges and station houses, and all other places where gas is required for the use of said city in her corporate capacity, at a price of one dollar and eighty cents (\$1.80) per thousand cubic feet.

In consideration of the foregoing agreements of said party of the second part, the said party of the first part agrees to pay said party of the second part for each and every street lamp of said city to which gas is applied, the sum of twenty-five dollars (\$25.00) per annum (or the sum of sixty-four thousand one hundred and fifty (\$64,150.00) dollars) for said 2,566 posts; (said sum to be full compensation for all gas furnished), and for cleaning, lighting and keeping in repair, and in order for service, such lamps and posts as above undertaken and agreed by the party of the second part. And the party of the first part does further agree to pay for gas furnished said city in her corporate capacity, except street lamps, the price of one dollar and eighty cents (\$1.80) per thousand cubic feet, as above mentioned.

The compensation herein agreed to be paid, shall be paid by the party of the first part in equal monthly installments, at the end of each and every month, and the city warrants or orders shall be received at par in such payments.

And the party of the first part further agrees with the party of the second part, that during the continuance of this contract, all fines and damages collected by the said city from persons for breaking or damaging said street lamps or posts, shall be paid, when collected, to said party of the second part. And the said party of the second part also agrees, that if the city should, at any time, require a greater number of lamp-posts lighted than above mentioned, the said party of the second part will furnish gas, light and keep the same in repair in the same manner as the said 2,566 lamps above mentioned, and at the same rate; *Provided*, that when new posts shall be erected along lines where new mains are to be laid, then such work shall be performed according to the terms and requirements of Section six (6) of said ordinance now pending. And said party of the second part does further agree to dis-mantle any gas lamp now erected and re-light in lieu thereof any lamp-post now erected, or that may be hereafter erected upon the lines of existing mains, when so ordered by the Common Council and Board of Aldermen, during the existence of the present contract, and due notice being given by the City Civil Engineer, without any cost to said city.

This contract to take effect from and including the first day of March, 1885, and be and remain in force for the period of three (3) years, and until a new contract shall be entered into. After the expiration of the term of this contract, or after its termination by notice as hereinafter provided, the parties hereto are to be remitted

to whatever rights they or either of them may have under the contract ordinance now pending (if it shall finally pass and be accepted, as above provided), the same as if this contract had not been made.

It is mutually agreed by and between the parties hereto, that should the Common Council and Board of Aldermen deem it advisable to make a test of the utility of the so-called Electric Light, or any other mode of lighting, at any time during the existence of this contract, the party of the first part may, upon giving at least one week's notice to the party of the second part, discontinue the use of any number of lamps, not exceeding three hundred (300), the said lamps so discontinued all to be embraced in one district or portion of said city; and during the time said lamps are not in use, no charge shall be made therefor, and a reduction, in proportion to the price herein provided for, shall be made from the bills rendered said city for the time said lamps remain unlighted; and should the party of the first part desire to have said lamps re-lighted, the party of the second part agrees to re-light the same within forty-eight (48) hours after notice so to do.

It is hereby further mutually agreed, that should the Common Council and Board of Aldermen deem it advisable to adopt the so-called Electric Light for street lighting, the party of the first part may rescind this contract, by giving at least ninety (90) days notice to the party of the second part; and from and after such rescision and the expiration of such notice, this contract shall be null and void.

In Witness Whereof, The parties hereto, by their proper officers, have hereunto signed their corporate names, and caused their corporate seals to be affixed, the day and year first above written.

Councilman Gallahue offered the following motion:

That the foregoing contract be approved, and that the Mayor be, and he is hereby, directed to execute the same on behalf of the city, and present the same to the Gas Company for execution.

Which was adopted, and the foregoing agreement approved, by the following vote:

AYES, 18—viz. Councilmen Benjamin, Curry, Edenharter, Gallahue, Haugh, Moran, McClelland, Newcomb, Pearson, Rees, Reinecke, Reynolds, Sheppard, Smither, Spahr, Thalman, Trusler, and Wharton.

NAYS, 1—viz. Councilman Dowling.

INTRODUCTION OF MISCELLANEOUS BUSINESS.

Councilman Benjamin offered the following motion; which was adopted:

That the time for the removal of the arches in Pogue's Run at the east end of the Depot, be extended for three months from the date of the passage of this motion.

Councilman Haugh, for Councilman Coy, presented the following petition; which was referred to the Judiciary Committee:

To the Common Council and Board of Aldermen:

Gentlemen:—I hereby petition your honorable bodies to allow me to pay the sum of twenty-five dollars in full settlement of the claim on my lot for benefits in the matter of opening, widening and laying out the first alley east of East street, running from McCarty street to the first alley north of Buchanan street, being Lot No. 3, Out-lot 100—the sum assessed being fifty dollars. I make this proposition as a final settlement of a long-disputed question.

Respectfully,

HARRY J. THRUSH.

Councilman Pearson offered the following motion; which was referred to the Committee on Rules:

I hereby give notice that at the next regular meeting of the Common Council, I will move to amend Rule number 29, of the Common Council, approved February 4, 1884, so as to read as follows, to-wit:

"29. No improvement ordinance shall be passed until petitioned for by at least one-half of the resident property owners on the line of the proposed improvement; and when not petitioned for by the resident owners of two thirds of the whole line of lots or parts of lots bordering on the street or alley to be improved, no such ordinance shall pass without the concurrence of two-thirds of the members of the Council."

Councilmen Moran and Dowling were excused for the remainder of this session.

PENDING ORDINANCES.

The following entitled ordinance was read the second time, ordered engrossed, and read the third time:

G. O. 2, 1885—An ordinance providing better sanitary regulations for the City of Indianapolis, and empowering the Board of Health to enforce the observance thereof, and repealing Section 3 of an ordinance entitled "An ordinance regarding public safety, comfort and convenience."

And it was passed by the following vote:

AYES, 15—viz. Councilmen Benjamin, Curry, Edenharter, Gallahue, Haugh, McClelland, Newcomb, Rees, Reinecke, Reynolds, Smither, Spahr, Thalman, Trusler, and Wharton.

NAYS—None.

On motion, the Common Council then adjourned.

JOHN R. PEARSON, Vice-President
of the Common Council.

Attes: GEO. T. BREUNIG, City Clerk.