

PROCEEDINGS OF BOARD OF ALDERMEN.

REGULAR SESSION—FEBRUARY 23, 1885.

The Board of Aldermen of the City of Indianapolis, met in the Aldermanic Chamber, Monday evening, February 23d, A. D. 1885, at seven o'clock, in regular session.

PRESENT—HON. Brainard Rorison, President of the Board of Aldermen, in the Chair, and Aldermen Bernhamer, Cobb, Cox, Endly, King, McHugh, Prier, Pritchard, and Tallentire—10.

ABSENT—None.

The Proceedings of the Board of Aldermen for the regular session, held February 9th, 1885, having been printed and placed on the desks of the the Aldermen, said Journals were approved as published.

The following message was read and received:

To the President and Members of the Board of Aldermen:

Gentlemen:—I submit herewith the following papers for your consideration, favorably passed upon by the Common Council at its regular session held February 16th, 1885.

For the Common Council:

GEO. T. BREUNIG, City Clerk.

The reports of the Committee on Contracts, awarding sundry and various contracts for street improvements, and for building bridges over Eddy and Sixth streets (see pages 87, 88 and 89, *ante*), were read, and the favorable action of the Common Council thereon was concurred in.

The following report from the Committee on Contracts (see page 89, *ante*), was read, and referred, with the bond, to the Committee on Contracts and Bridges, together with the following report (see page 94, *ante*), from the Judiciary Committee:

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, and 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.

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 report showing fines and fees collected during January, 1885, (see page 90, *ante*), was read and received.

The report of the City Civil Engineer, accompanied with letters (see pages 90 and 91, *ante*), as to the dedication of a certain piece of ground by the J., M. & I. Railroad was read, and the following motion relating to the same, was concurrently 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 following report from the City Clerk was read:

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.

And the favorable action of the Common Council thereon (see page 91, *ante*), was concurred in, and the precepts ordered to issue, by the following vote:

AYES, 6—viz. Aldermen Bernhamer, Cobb, King, McHugh, Pritchard, and Tallentire.

NAYS, 4—viz. Aldermen Cox, Endly, Prier, and President Rorison.

The following application (see page 91, *ante*), was read and 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.

The following motion (see page 91, *ante*), was read and concurrently 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 report from the City Attorney (see page 92, *ante*), was read and 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 report from the City Commissioners in the case of opening an alley in the middle part of Out-lot No. 160, and the following resolution accompanying the same (see page 93, ante), was read:

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.

And it was concurrently adopted by the following vote :

AYES, 10—viz. Aldermen Bernhamer, Cobb, Cox, Endly, King, McHugh, Prier, Pritchard, Tallentire, and President Rorison.

NAYS—None.

The report from the Committee on Public Light, submitting certain *general* and *special* contracts with the Indianapolis Gas-Light and Coke Company, (see pages 94 and 95, *ante*), was read, and the favorable action of the Common Council thereon was concurred in by the following vote :

AYES, 7—viz. Aldermen Cobb, Cox, Endly, King, Pritchard, Tallentire, and President Rorison.

NAYS, 3—viz. Aldermen Bernhamer, McHugh, and Prier.

Alderman Bernhamer moved that further action on the contracts be postponed until the next regular meeting.

Which was laid on the table, on motion by Alderman Pritchard, by the following vote:

AYES, 7—viz. Aldermen Cobb, Cox, Endly, King, Pritchard, Tallentire, and President Rorison.

NAYS, 3—viz. Aldermen Bernhamer, McHugh, and Prier.

The following entitled ordinance (passed by the Common Council) was read the first 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.

On motion by Alderman Pritchard, the rules were suspended for the purpose of placing the above entitled ordinance on its second and third readings and final passage, by the following vote:

AYES, 7—viz. Aldermen Cobb, Cox, Endly, King, Pritchard, Tallentire, and President Rorison.

NAYS, 3—viz. Aldermen Bernhamer, McHugh, and Prier.

The ordinance was then read the second time, and on motion by Alderman Bernhamer, the sections were read severally.

Alderman Bernhamer offered the following amendment to Section one:

Section one add thereto: Provided that said city shall have the right, at any time after three (3) months' notice in writing, terminate its contract to use the gas of this company, and especially reserves the right to purchase gas of any other company, if the Common Council and Board of Aldermen so determine.

Which was laid on the table, on motion by Alderman Pritchard.

Alderman Bernhamer offered the following amendment in lieu of Section two:

Amend Section two by inserting in lieu thereof:

SECTION 2. "The price at which said company shall furnish gas to the City of Indianapolis, and to any and all individuals and corporations, shall not exceed \$1.80 for each 1,000 cubic feet, and not to exceed \$25.00 per post for the public lamp-posts used by said city, of the capacity of four cubic feet per hour for 2,740 hours to each post per annum, or at the same cost in proportion for a less number of hours during the ten (10) years for which the monopoly of furnish gas is hereby granted to said company; *Provided*, That the Common Council and Board of Aldermen of said city shall have the right to regulate the time of lighting all public lamps, and determine the quantity of gas to be used."

Which was laid on the table, on motion by Alderman Pritchard, by the following vote:

AYES, 7—viz. Aldermen Cobb, Cox, Endly, King, Pritchard, Tallentire, and President Rorison.

NAYS, 3—viz. Aldermen Bernhamer, McHugh, and Prier.

The following entitled ordinance was 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, 7—viz. Aldermen Cobb, Cox, Endly, King, Pritchard, Tallentire, and President Rorison.

NAYS, 3—viz. Aldermen Bernhamer, McHugh, and Prier.

The following Agreement 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 now 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.

The following motion (see page 101, *ante*), as to the above Agreement, was read:

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.

And it was concurrently adopted by the following vote:

AYES, 8—viz. Aldermen Cobb, Cox, Endly, King, Prier, Pritchard, Tallentire, and President Rorison.

NAYS, 2—viz. Aldermen Bernhamer, and McHugh.

The following report from the Committee on Streets and Alleys (see page 95, *ante*), was read:

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.

Alderman Cox moved that the report be referred to the Committees on Streets & Alleys and Sewers & Drainage, Judiciary and Ordinances, and City Attorney; which failed of adoption.

On motion by Alderman Bernhamer, the action of the Common Council was concurred in.

Later in the session President Rorison gave notice that he reserved the right to make a motion to reconsider the above action at the next regular meeting.

The report from a certain Special Committee (see pages 95 and 96, *ante*), was read, and the favorable action of the Common Council thereon was concurred in, and the Chair appointed Aldermen Prier, Cox and King to act as the Aldermanic members of such committee.

The following motion (see page 101, *ante*), was read and concurrently 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.

The following entitled ordinances (passed by the Common Council) were severally read the first 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."

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 Alderman King, the rules were suspended for the purpose of placing G. O. 2, 1885, on its final passage, by the following vote:

AYES, 8—viz. Aldermen Cobb, Cox, Endly, King, McHugh, Prier, Tallentire, and President Rorison.

NAYS, 1—viz. Alderman Bernhamer.

The ordinance was then read the second time, read the third time and passed, by the following vote:

AYES, 8—viz. Aldermen Cobb, Cox, Endly, King, McHugh, Prier, Pritchard, and Tallentire.

NAYS, 1—viz. Alderman Bernhamer.

Later in the session Alderman Cobb moved a suspension of the rules for the purpose of placing G. O. 6, 1885, on its final passage.

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

AYES, 10—viz. Aldermen Bernhamer, Cobb, Cox, Endly, King, McHugh, Prier, Pritchard, Tallentire, and President Rorison.

NAYS—None.

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

AYES, 10—viz. Aldermen Bernhamer, Cobb, Cox, Endly, King, McHugh, Prier, Pritchard, Tallentire, and President Rorison.

NAYS—None.

REPORTS FROM STANDING COMMITTEES.

The Committee on Fire Department, through Alderman Tallentire, submitted the following report:

To the President and Members of the Board of Aldermen:

Gentlemen:—Your Committee on Fire Department, to whom was referred the report of the Common Council in reference to a "Veterinary Surgeon" for the City Fire Department horses, would respectfully recommend that the Council's action be not concurred in, for the reason that the party to whom the contract was awarded, is neither the best nor the lowest bidder.

Respectfully submitted,

Thomas Tallentire,
H. J. Prier,
James McHugh,

Committee on Fire Department.

Alderman King moved that the report be received and non-concurred in.

Alderman King presented the following communication;

Indianapolis, Feb. 14th, 1885.

ISAAC KING, Esq., Member of Board of Aldermen :

Dear Sir:—I am credibly informed some of the honorable members of the Board are being persuaded by outside parties that I can claim a bill for medicine, at the end of the year, as my bid does not say medicine furnished. Now sir, my bid calls for professional attendance when called upon, which is certainly a visit and medicine. To furnish medicine with the attendance, was my intention when I wrote the bid, but supposed the words "professional attendance" covered all; (to the intelligent it does.) I also heard an objection was made to that point when the bid was presented to the Council; but I telephoned to Chief Webster that medicine was included, and he said that was all right, and he so understood it. I will refer you to him.

Yours respectfully,

JOHN ELLIOTT, V. S.

Alderman Prier moved as a substitute, that the report be concurred in.

Alderman King moved to lay the above motion on the table.

Which failed of adoption, by the following vote:

AYES, 2—viz. Aldermen King, and Pritchard.

NAYS, 7—viz. Aldermen Bernhamer, Cobb, Cox, Endly, McHugh, Prier, and Tallentire.

The report was then concurred in.

The Committee on Streets & Alleys and Sewers & Drainage, through Alderman Cobb, submitted the following report; which was concurred in:

To the President and Aldermen :

Gentlemen:—Your Committee to whom was referred the following report :

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

Gentlemen:—I herewith report the contract and bond of Augustus Bruner, for constructing the Geisendorff street sewer. Bond, \$20,000.00; sureties, Anderson Bruner, Anna M. Bruner, James Loucks, Ovid B. Jameson and John M. Judah.

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

We concur in the action of the Council, and recommend the bond be approved.

Respectfully submitted,

S. H. Cobb,
Thomas E. Endly,
Isaac King,

Committee on Streets and Alleys.

INTRODUCTION OF MISCELLANEOUS BUSINESS.

Alderman Pritchard offered the following motion; which was adopted:

That the Committee on Finance be and is hereby instructed to have prepared a statement of receipts and disbursements from June 1st, 1881, to January 1st, 1885, and report at the next regular meeting of this Board.

On motion, the Board of Aldermen then adjourned.

BRAINARD RORISON, President.

Attest: FRANK W. RIPLEY, Clerk.