

REGULAR MEETING.

COUNCIL CHAMBER,
CITY OF INDIANAPOLIS,
May 15, 1893. }

The Common Council of the City of Indianapolis met in the Council Chamber Monday evening, May 15, 1893, at 8 o'clock, in regular meeting.

Present, Hon Emil C. Rassmann, President *pro tem.* of the Common Council, in the chair, and 18 members, viz: Messrs. Allen, Colter, Cooper, Costello, Froschauer, Gasper, Gauss, Halloran, Laut, Linn, Puryear, Ryan, Schmidt, Schrader, Sherer, White and Young.

Absent, 2—viz: Messrs. McGuffin and Murphy.

REPORTS FROM OFFICIAL BOARDS.

DEPARTMENT OF PUBLIC WORKS.
OFFICE OF THE BOARD,
INDIANAPOLIS, April 29, 1893. }

Hon. Martin J. Murphy, President Common Council:

DEAR SIR—We herewith send to you for your consideration and approval “An Ordinance granting the United States Enecaustic Tile Works Natural Gas Company, of the City of Indianapolis, Marion county, State of Indiana, the right and privilege to lay and maintain natural gas pipe lines in certain streets and alleys in the City of Indianapolis, under stipulated terms and conditions.”

Very respectfully,

A. SCHERRER,
M. M. DEFREES,
Board of Public Works.

Which was read and referred to the Committee on Sewers, Streets and Alleys.

DEPARTMENT OF PUBLIC WORKS.
OFFICE OF THE BOARD,
INDIANAPOLIS, May 15, 1893. }

Hon. Martin J. Murphy, President Common Council:

DEAR SIR—We herewith submit to you for your consideration and approval “An Ordinance approving a certain contract granting the Cleveland, Cincinnati, Chicago & St. Louis Railway Company the right to connect their tracks with the tracks of the Indianapolis Union Railway Company, at or near their crossing at Delaware

street, in the City of Indianapolis, in consideration of the removal of certain other tracks of the said Cleveland, Cincinnati, Chicago & St. Louis Railway Company, therein named."

Very respectfully,

A. W. CONDUITT,
A. SCHERRER,
M. M. DEFREES,
Board of Public Works.

DEPARTMENT OF PUBLIC WORKS. }
OFFICE OF THE BOARD, }
INDIANAPOLIS, May 15, 1893. }

Hon. Martin J. Murphy, President of Common Council:

DEAR SIR—We herewith submit to you for consideration and approval "An Ordinance approving a certain contract granting the Cleveland, Cincinnati, Chicago & St. Louis Railway Company the right to lay and maintain certain railroad tracks in the City of Indianapolis, under stipulated terms and conditions."

Very respectfully,

A. W. CONDUITT,
A. SCHERRER,
M. M. DEFREES,
Board of Public Works.

Which was received and ordered spread on the minutes.

REPORTS, ETC., FROM STANDING COMMITTEES.

Mr. Halloran, on behalf of the Committee on Fees and Salaries, to whom was referred

G. O. No. 21, 1893. An ordinance providing for the compensation of officers and employes connected with the Fire Department of the City of Indianapolis, Indiana, and repealing all ordinances or parts of ordinances in conflict therewith.

Made the following report :

INDIANAPOLIS, IND., May 15, 1893.

Mr. President :

Your committee, to whom was referred G. O. No. 21, 1893, having had the same under consideration, recommend that the same do pass.

H. F. HALLORAN.
J. L. GASPER.
J. F. WHITE.

Which was read and concurred in.

Mr. Sherer, on behalf of the Committee on Public Comfort and Safety, to whom was referred

G. O. No. 24, 1892. An ordinance providing for the inspection of steam boilers and all steam generating apparatus under pressure,

Made the following report :

INDIANAPOLIS, IND., May 15, 1893.

To the President and Members of the Common Council:

GENTLEMEN—Your Committee on Public Comfort and Safety, to whom was referred G. O. No. 24, 1892, return the same back to the Council without action thereon.

E. J. SHERER.

J. R. ALLEN.

Which was read and concurred in.

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

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

By Mr. Rassmann:

G. O. No. 24, 1893. An ordinance approving a certain contract granting the Cleveland, Cincinnati, Chicago & St. Louis Railway Company the right to connect their tracks with the tracks of the Indianapolis Union Railway Company, at or near their crossing at Delaware street, in the City of Indianapolis, in consideration of the removal of certain other tracks of the said Cleveland, Cincinnati, Chicago & St. Louis Railway Company, therein named.

WHEREAS, Heretofore, to-wit: On May 15, 1893, the Board of Public Works of the City of Indianapolis, made and entered into a certain contract with The Cleveland, Cincinnati, Chicago & St. Louis Railway Company, which contract is as follows:

This agreement made and entered into this May 15, 1893, between the City of Indianapolis, by and through its Board of Public Works, party of the first part, and The Cleveland, Cincinnati, Chicago & St. Louis Railway Company, and The Indianapolis Union Railway Company, parties of the second part:

WITNESSETH, That whereas said parties of the second part are desirous of removing certain railroad tracks of said Cleveland, Cincinnati, Chicago & St. Louis Railway Company from Delaware street in said City of Indianapolis, and are also desirous of connecting the tracks of said Cleveland, Cincinnati, Chicago & St. Louis Railway Company with the tracks of said Indianapolis Union Railway Company, at or near their crossing at Delaware street, in said city; and

WHEREAS, Said party of the first part has granted permission to the parties of the second part to remove said tracks and to make said connection;

Now, therefore, In consideration of said permission from said party of the first part, the parties of the second part hereby covenant and agree as follows:

1st. The said Cleveland, Cincinnati, Chicago & St. Louis Railway Company shall, within ninety days from the date of this instrument remove all of its railroad tracks from Delaware street, between south side of Pogue's Run and South street in said City of Indianapolis, and shall connect the tracks of said Company with the tracks of the Indianapolis Union Railway Company at or near their crossing at Delaware street in said city.

In removing said tracks from said Delaware street the said parties of the second part shall remove all dirt and obstructions from said street and shall fill up all the holes, and shall level and grade said street where said tracks are located to the satisfaction and approval of the City Engineer of the said party of the first part.

2d. In connecting the said tracks of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company with the tracks of said Indianapolis Union Railway Company, at or near their crossing at Delaware street, the said parties of the second part agree that no frogs of any kind, shall be placed within the roadway of said Delaware street and that any switch stand necessary to be placed therein, shall be located in the edge of the sidewalks, and shall be of the character known as "ground

switches," and shall be so placed as not to interfere in any manner with the grade of the street, or interfere with the free flow of water, or passage of vehicles or pedestrians in said street.

3d. It is further agreed and understood that the connection of the tracks of said party of the second part shall be made and located in conformity with the draught or profile hereto attached and made a part of this agreement.

4th. The said parties of the second part further agree at all times to keep in proper condition their said tracks where the same are connected and cross said Delaware street in said city and to promptly comply with the directions of said party of the first part with reference to the care and maintenance of the same.

In witness whereof, the said parties by their respective officers and duly authorized officials have hereunto set their hands this May 15, 1893.

A. W. CONDUITT,

A. SCHERRER,

M. M. DEFREES,

Board of Public Works.

CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS R'Y CO.,

M. E. INGALLS,

President.

INDIANAPOLIS UNION R'Y CO.,

By D. F. WHITCOMB,

Superintendent.

WHEREAS, Said contract has been submitted by said Board to the Common Council of the City of Indianapolis, for its consideration and action—now, therefore,

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana: That said contract, above set forth, be and the same is hereby, in all things, confirmed and approved.

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

Which was read the first time.

Mr. Ryan moved that the constitutional rules be suspended for the purpose of placing G. O. No. 24, 1893, on its final passage.

Which motion was adopted by the following vote:

AYES 18—viz: Councilmen Allen, Colter, Cooper, Costello, Froschauer, Gasper, Gauss, Halloran, Laut, Linn, Puryear, Rassmann, Ryan, Schmidt, Schrader, Sherer, White and Young.

NAYS—None.

Thereupon G. O. No. 24, 1893, was read second time, ordered engrossed, read the third time, and passed by the following vote:

AYES 18—viz: Councilmen Allen, Colter, Cooper, Costello, Froschauer, Gasper, Gauss, Halloran, Laut, Linn, Puryear, Rassmann, Ryan, Schmidt, Schrader, Sherer, White and Young.

NAYS—None.

By Mr. Rassmann:

G. O. No. 25, 1893. An ordinance approving a certain contract, granting The Cleveland, Cincinnati, Chicago & St. Louis Railway Company the right to lay and maintain certain railroad tracks in the City of Indianapolis, under stipulated terms and conditions.

WHEREAS, Heretofore, to-wit: On May 12, 1893, the Board of Public Works of the City of Indianapolis, made and entered into a certain contract with The Cleveland, Cincinnati, Chicago & St. Louis Railway Company, which contract is as follows:

WHEREAS, Heretofore, to-wit: On the 2d day of May, 1893, The Cleveland, Cin-

cinnati, Chicago & St. Louis Railway Company filed their petition before the Board of Public Works of the City of Indianapolis, as follows:

THE CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RAILWAY COMPANY, }
CINCINNATI, Ohio, May 2d, 1893. }

To the Board of Public Works, Indianapolis, Indiana:

GENTLEMEN—The Cleveland, Cincinnati, Chicago & St. Louis Railway Company hereby asks permission of the City of Indianapolis to build and operate the following additional tracks within the city, to cross the streets as below set out:

One commercial side track leading from the west-bound or south main track of this company, from the east line of East street running parallel with and adjoining the property of this company, all as shown by the attached plat—marked “Exhibit A, track A.”

One additional track across Pine street, being for use as east-bound, or north main track, all as shown by plat attached—marked “Exhibit B”—“Track A.”

One additional track across Leota street, being for use as east-bound main track (see attached plat marked “Exhibit C”—“Track A”); the re-location of present tracks so that there will be one less side track on the north side of present main track (see attached plat marked “Exhibit C”—“Track B”); and one more side track on the north side of present main track (see attached plat marked “Exhibit C”—“Track C”) than there are now.

One additional track across State street (see attached plat marked “Exhibit D”—“Track A”) and English avenue (see attached plat marked “Exhibit D”—“Track B”), being intended for use as side track.

This new system of tracks is to provide for a double track from Virginia avenue to the city limits. Petitioner says that in 1852 the City of Indianapolis granted permission to the Lawrenceburg & Upper Mississippi Railroad Company to occupy Louisiana street with a single track. Thereafter, from time to time, the city granted permission to lay various side tracks in said street, because it was abandoned as a thoroughfare, except from East street to Noble street—the track level being from four to fourteen feet below the level of the adjoining property. That it is the intention to throw as much of the side track as possible into the main track so as to make as little additional burden on the various street crossings as possible.

That no new track will be laid in Louisiana street within the fifteen foot strip granted by the railway company for ingress and egress to abutting property; that the present track system in use forty-three years between the points named above is wholly insufficient to handle commercial business of the city offered, with that promptness desired and demanded by the shippers of the city. The growth of the business of this line has been in proportion to the growth of the city, since the construction of single track system. Your petitioner says that with the system as laid out and as shown by plats accompanying this petition, the business can be handled with less switching across streets and with fewer trains, and thereby the danger attending these crossings will be materially lessened.

THE CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RY Co.,

By M. E. INGALLS,

President.

Now, therefore, This agreement made and entered into this 12th day of May, 1893, by and between The Cleveland, Cincinnati, Chicago & St. Louis Railway Company, party of the first part, and the City of Indianapolis, State of Indiana, by and through its Board of Public Works, party of the second part;

WITNESSETH: That said party of the first part being desirous of securing the right of way across certain public highways in the City of Indianapolis to lay and maintain railroad tracks, as per petition and plat herewith attached and made a part of this contract, hereby covenants and agrees and fully binds itself, its successors, legal representatives and assigns that, in consideration of the granting of the privileges and authority herein given, it will lay, construct and maintain said railroad tracks upon the terms and conditions hereinafter set forth, viz:

1st. They shall be so laid, improved and kept in repair as to be safe for persons on foot, in vehicles, or otherwise, and shall at all times be subject to the orders and control of the Board of Public Works of the City of Indianapolis.

2d. Said tracks shall be laid on such grade as shall be established by said Board and shall be put down under its supervision and to its satisfaction and approval. Said tracks shall be raised or lowered to conform to the grade of any street or alley intersecting said tracks, which may, from time to time, be hereafter established whenever so ordered in writing by said Board.

3d. The party of the first part hereby agrees and binds itself to plank and keep in proper repair, to the satisfaction of the party of the second part, the tracks herein provided to be laid and maintained, at the points where the same cross all public streets and alleys, and shall, at all times, be free from defects or obstructions of any kind. No car or cars shall be permitted to obstruct any such street or alley crossings or to be thereon except for such time as may be absolutely necessary in moving them back and forth, but they shall, at no time, be stopped or detained thereon in such a manner as to obstruct public travel.

4th. In case the said tracks shall be or become out of repair or in need of being reconstructed or becomes in any way defective (of which facts the said Board shall be the exclusive judge), it shall be the duty of the said party of the first part to promptly repair or improve the same, and failing in which—after a notification, in writing, of ten days—said Board shall do or cause the same to be done at the expense of said party of the first part, and for which expense and cost said party of the first part shall be liable.

5th. The said party of the first part hereby binds itself to hold the said party of the second part harmless from any and all claims for damages growing out of the existence, maintenance or use of said tracks, and to pay any judgment, with costs, that may be, on that account, rendered against the party of the second part.

The said party of the second part, by virtue of an act of the General Assembly of the State of Indiana, entitled "An act concerning the incorporation and government of cities having more than one hundred thousand population according to the last preceding United States census, and matters connected therewith and declaring an emergency," approved March 6, 1891, and in consideration of the things hereinbefore set forth, and upon the terms and conditions of the things herein stipulated, hereby gives, grants and duly vests said party of the first part the right, privilege and authority to lay and maintain the railroad tracks as prayed for in the petition, and as shown by the plats attached—marked "Exhibits "A," "B," "C" and "D"—which said petition and plats are made a part of this contract.

In witness whereof, we have hereunto set our hands this 12th day of May, 1893.

CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RY CO.,

By M. E. INGALLS,
President,

Party of First Part.

THE CITY OF INDIANAPOLIS,

By A. W. CONDUITT,

A. SCHERRER,

M. M. DEFREES,

Board of Public Works,

Party of Second Part.

WHEREAS, Said contract has been submitted by said Board to the Common Council of the City of Indianapolis, for its consideration and action—now, therefore,

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana: That said contract, above set forth, be and the same is hereby, in all things, confirmed and approved.

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

Which was read the first time.

Mr. White moved that the constitutional rules be suspended for the purpose of placing G. O. No. 25, 1893, on its final passage.

Which was adopted by the following vote:

AYES 18—viz: Councilmen Allen, Colter, Cooper, Costello, Froschauer, Gasper, Gauss, Halloran, Laut, Linn, Puryear, Rassmann, Ryan, Schmidt, Schrader, Sherer, White and Young.

NAYS—None.

Thereupon G. O. No. 25, 1893, was read a second time, ordered engrossed, read third time, and passed by the following vote:

AYES 18—viz: Councilmen Allen, Colter, Cooper, Costello, Froschauer, Gasper, Gauss, Halloran, Laut, Linn, Puryear, Rassmann, Ryan, Schmidt, Schrader, Sherer, White and Young.

NAYS—None.

By Mr. Rassmann:

G. O. No. 26, 1893. An ordinance granting the United States Encaustic Tile Works Natural Gas Company, of the City of Indianapolis, Marion county, State of Indiana, the right and privilege to lay and maintain natural gas pipe lines in certain streets and alleys in the City of Indianapolis, under stipulated terms and conditions.

WHEREAS, Heretofore, to-wit: May 5, 1893, the Board of Public Works of the City of Indianapolis, State of Indiana, for and in behalf of the City of Indianapolis, entered into the following agreement and contract, namely:

WHEREAS, On the 26th day of April, 1893, the following petition was filed before the Board of Public Works of the City of Indianapolis, namely:

INDIANAPOLIS, IND., April 26, 1893.

To the Board of Public Works, Indianapolis, Indiana:

GENTLEMEN—The undersigned, The United States Encaustic Tile Works Natural Gas Co., respectfully petition your honorable Board for the making of a proper contract granting the undersigned company the right to lay and maintain certain natural gas pipe lines in the City of Indianapolis, all as shown by a plat accompanying this petition. The double red line on said plat indicates the portion of said pipe line within the city limits. The single red line the portion without the city limits.

Very respectfully,

UNITED STATES ENCAUSTIC TILE WORKS NATURAL GAS CO.,

By JOHN J. COOPER,

President.

AND WHEREAS, The City of Indianapolis, by its Board of Public Works, is willing, upon certain conditions, to grant the prayer of said petition; now, therefore,

THIS AGREEMENT, made and entered into this May 5, 1893, by and between the City of Indianapolis, of Marion county, State of Indiana, by and through its Board of Public Works, party of the first part, and The United States Encaustic Tile Works Natural Gas Company, of Indianapolis, Indiana, a corporation duly organized under the laws of the State of Indiana, party of the second part, having its principal office in the City of Indianapolis, in said county and State:

WITNESSETH: That the party of the first part, under and by virtue of the powers 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 (100,000) population, according to the United States census last preceding, and matters connected therewith, and declaring an emergency," approved March 6, 1891, does hereby license, authorize and empower the said party of the second part, its successors and assigns, and by the terms of this contract, consent, permission and authority are by said Board hereby given, granted and vested unto said party of the second part, the right to lay and maintain in certain lines of pipe for the purpose of conveying natural gas in, along and upon the following streets and alleys of the City of Indianapolis, Marion county, State of Indiana, and to use, maintain and operate said pipe lines, in consideration of and subject to the terms, conditions and limitations hereinafter described.

1. The right of way, course and direction for the construction of said pipe lines for the purpose of conveying natural gas shall be as follows: Beginning at the intersection of Meridian and Twentieth streets; thence west on Twentieth street to the first alley west of Mississippi street; thence leaving the city limits, said pipe line runs south on the west side of said first alley west of Mississippi street, entering the city limits at the intersection of said alley and Twelfth street; thence continuing south in said alley to the first alley south of Seventh street; thence west in said first alley south of Seventh street, across Howard street; thence west on Sumner street to the first alley west of Howard street; also a two-inch pipe line running north on Howard street, from Sumner street to Seventh street.

2. That this contract shall not be construed to license, authorize or empower said second party to lay or maintain pipe lines for the conveyance of natural gas upon any other street, alley, avenue or public place in said city, except as hereinbefore stipulated; *Provided*, That before said second party shall be permitted to construct, maintain or operate any pipe lines extending from or connecting with those lines herein granted, it shall file with the Board of Public Works a petition describing the course of said proposed pipe lines, and accompanied by a plat accurately indicating the streets, alleys, avenues or public grounds over which said pipe lines will run, which petition shall have been approved and the prayer thereof granted by resolution of said Board and placed of record in the office of that department. In the event that said second party shall be given the right to make any extensions to its pipe lines, such extensions shall, in all things, be subject to the conditions, restrictions and limitations herein provided, as applicable to the lines of said company, the right to lay which is hereby given, as much as if such extensions were described herein and made a part hereof.

3. That said pipe lines, and all extensions thereof, shall be laid, maintained, repaired and operated under the supervision of the Board of Public Works, and, at all times, be subject to the approval of said Board.

4. That said party of the second part agrees that it will exercise, in the prosecution of the work of laying and maintaining said pipe lines, or any extensions thereof, all proper skill and care; that it will properly and fully guard and protect all excavations or dangerous places and will use all due and proper precaution to prevent injury to any property, person or persons, what or whomsoever; that it will save the City of Indianapolis harmless from any and all liability, whatsoever, growing out of any injury or damage to property or persons because of any neglect or fault of its agents or employes in the construction, maintenance or use of said pipe lines, or any extensions thereof, or because of any matter connected therewith or related thereto, and to pay any judgment with costs which may be obtained against said first party growing out of any such injury or damage.

5. That said party of the second part shall do no injury to any street, avenue or public ground, nor to any shade trees, nor in any manner disturb or interfere with any water or gas pipes, electric light conduits; nor with any public or private sewer, now or hereafter laid or constructed by any authorized person or corporation, and shall fully indemnify and save harmless the City of Indianapolis from any claims or damages for which the city might be made or become liable to pay by reason of the construction, maintenance or operation of said pipe lines, or any extensions or branches thereof or the giving or allowing the rights and privileges hereby granted.

6. That said second party agrees and binds itself to promptly place any street, alley, avenue or public place, wherein excavations have been made by it, or the surface thereof disturbed or injured, in as good a condition as the same was prior to such excavation or injury and, upon the failure of said second party to so promptly repair any street, alley, avenue or public place in which excavations have thus been made, after a five (5) days' written notice shall have been served upon said second party by said Board of Public Works, said first party shall have the right to repair or cause said repairs to be made and to charge the same to said second party, which shall be paid by said second party upon presentation of bill therefor.

7. The said second party shall, at all times, be subject to the provisions of all ordinances of the City of Indianapolis, and especially to G. O. No. 14, 1887; to G. O. No. 10, 1888; and to G. O. No. 21, 1891, where not inconsistent with the express provisions of this contract, and said second party hereby fully agrees to and

accepts all the provisions of said General Ordinances No. 14, 1887; No. 10, 1888, and No. 21, 1891—where the same are not inconsistent with the provisions of this contract, and said last-named ordinances are hereby made a part of this contract, as fully and effectually as if they were set out in this instrument at full length.

8. In the event that said second party shall violate or refuse to perform any of the conditions of this contract, said Board of Public Works shall have the right, after ten (10) days' written notice to said second party shall have been given, to forfeit this contract and to declare void all the rights, powers and privileges herein granted. Upon the forfeiture of this contract by said Board of Public Works, said second party, if so directed by said Board, shall promptly discontinue the use of said pipe lines and remove the same from all streets, alleys, avenues and public places wherein they have been placed, and restore said streets, alleys, avenues and public places to as good condition as they were in prior to the removal of said pipe lines and, upon the failure of said second party to so remove said pipe lines when so ordered by said Board of Public Works, said Board shall have the right to remove said pipe lines and to restore the condition of said streets, alleys, avenues and public places disturbed by such removal, at the expense of said second party, which expense said second party hereby agrees to pay.

9. Said second party hereby agrees and is by the terms of this contract required to furnish a bond in the sum of twenty-five thousand dollars (\$25,000), payable to the City of Indianapolis, conditioned upon the faithful performance, by it, of the several conditions and provisions of this agreement, which bond shall be signed by said second party, as principal, and by such resident free-holders, as sureties, as may be necessary to meet the approval of the Board of Public Works.

10. A plat or map showing the route of the proposed pipe lines of said second party (which said pipe lines are marked in red ink thereon) is hereby filed in the office of the Department of Public Works, and is made a part of this contract, and said plat or map is endorsed on the face thereof as follows: "Plat of the proposed pipe lines of the United States Encaustic Tile Works Natural Gas Company, of Indianapolis, Indiana, as approved by the Board of Public Works of the City of Indianapolis, Indiana, on this 5th day of May, 1893. A. W. Conduitt, M. M. Defrees, A. Scherrer, members of Board."

To each of the provisions, conditions and limitations of this contract, the undersigned, the City of Indianapolis, by its Board of Public Works, A. W. Conduitt, A. Scherrer and M. M. Defrees, and The United States Encaustic Tile Works Natural Gas Company, of Indianapolis, Indiana, by John J. Cooper, President, and John Picken, Secretary, each for itself hereby agrees, covenants and binds itself, its successors and assigns.

In testimony whereof, the City of Indianapolis, party of the first part, by A. W. Conduitt, A. Scherrer and M. M. Defrees, the Board of Public Works of said city, hereunto set their hands; and the United States Encaustic Tile Works Natural Gas Company, by John J. Cooper, President, and John Picken, Secretary, upon the authority of a resolution of the Board of Directors of said company, party of the second part, hereunto sets its name and causes its seal to be affixed, all at the City of Indianapolis, County of Marion, State of Indiana, on this 5th day of May, 1893.

THE CITY OF INDIANAPOLIS,

By A. W. CONDUITT,

A. SCHERRER,

M. M. DEFREES,

Board of Public Works,

Party of the First Part.

UNITED STATES ENCAUSTIC TILE WORKS NATURAL GAS CO.,

By JOHN J. COOPER, *President*,

JOHN PICKEN, *Secretary*,

Party of the Second Part.

[SEAL.]

[BOND.]

Know All Men by These Presents: That we, The United States Encaustic Tile Works Natural Gas Company, of Indianapolis, Indiana, by John J. Cooper, President, and John Picken, Secretary, as principals, and Jackson Landers, John Picken and John J. Cooper as sureties, of the county of Marion, State of Indiana, are held

and firmly bound to the City of Indianapolis, Indiana, in the sum of twenty-five thousand dollars (\$25,000), for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are such that if the above-named parties—The United States Encaustic Tile Works Natural Gas Company, as principals—shall faithfully comply with the foregoing contract, made and entered into this 5th day of May, 1893, with the City of Indianapolis, Indiana, and shall fulfill all the conditions and stipulations therein contained, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law.

Witness our hands and seals this 5th day of May, 1893.

UNITED STATES ENCAUSTIC TILE WORKS NATURAL GAS CO.,

By JOHN J. COOPER, *President.*

JOHN PICKEN, *Secretary.*

JACKSON LANDERS.

JOHN PICKEN.

JOHN J. COOPER.

[SEAL.]

AND WHEREAS, Said contract has been submitted by said Board of Public Works to the Common Council of the City of Indianapolis, for its action thereon, therefore,

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, State of Indiana, that the foregoing contract and agreement, made and entered into May 5, 1893, by and between the City of Indianapolis, through its Board of Public Works, and The United States Encaustic Tile Works Natural Gas Company, by and through its proper officers, as fully set out in the preamble hereto, be and the same is, in all things, confirmed and approved.

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

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

By Mr. Colter:

G. O. No. 27, 1893. An ordinance authorizing the construction and maintenance of a portico or vestibule at and in front of the public entrance of the Grand Hotel on South Illinois street, in the City of Indianapolis, upon certain conditions.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That at and in front of the public entrance of the Grand Hotel, on South Illinois street, in the City of Indianapolis, it shall be lawful for the company owning, leasing or operating such hotel, to build and maintain a permanent portico or vestibule; *Provided*, That no part of such structure shall extend beyond the outer edge of the sidewalk in front of such entrance; that the overhanging portions thereof shall not be closer to the surface of the sidewalk, at any point, than ten (10) feet, and that the posts or pillars supporting the same shall not reduce the space at the point of such structure, which is left open for travel, to less than twelve (12) feet, and that the space between said pillars on the outer line of the sidewalk shall not be less than twelve (12) feet; and, *Provided further*, That before any such structure shall be commenced, built or maintained, detailed drawings and plans thereof shall be submitted to the Building Inspector of said city and be approved by him. Whereupon a building permit shall be signed, approved and issued therefor the same as is done in other cases.

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

Which was read the first time.

Mr. Gasper moved that the constitutional rules be suspended for the purpose of placing G. O. No. 27, 1893, on its final passage.

Which motion was adopted by the following vote:

AYES 18—viz: Councilmen Allen, Colter, Cooper, Costello, Froschauer, Gasper, Gauss, Halloran, Laut, Linn, Puryear, Rassmann, Ryan, Schmidt, Schrader, Sherer, White and Young.

NAYS—None.

Thereupon G. O. No. 27, 1893, was read the second time, ordered engrossed, read the third time, and passed by the following vote:

AYES 18—viz: Councilmen Allen, Colter, Cooper, Costello, Froschauer, Gasper, Gauss, Halloran, Laut, Linn, Puryear, Rassmann, Ryan, Schmidt, Schrader, Sherer, White and Young.

NAYS—None.

By Mr. Cooper:

G. O. No. 28, 1893. An ordinance providing for the change of the name of Tennessee street to Capital avenue.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the name of Tennessee street, the same being the name of the street running north and south through said city between Mississippi street and Illinois street, be and the same is hereby changed to Capitol avenue.

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

INDIANAPOLIS, March 22, 1893.

We, the undersigned property owners on Tennessee street, petition the City Council to pass an ordinance changing the name of Tennessee street to Capitol avenue. As we are on a line with the State House we think that should be its proper name, and will give more tone to the name of the street.

O. R. Olsen, 469 N. Tennessee; E. J. Brennan, M. D., 240; Wm. Beeler, 60 feet; Christian Brink, 233 N. Tennessee; Conrad Bender, 50 N. Tennessee; W. Steinhauer, 60 feet N. Tennessee; Tom Taggart, 100 feet; A. O. Helfer & Co., 60 feet; H. W. Spaan, 61 feet; N. D. Bergundthal, 45 feet; H. R. Allen, 135 feet; T. L. Thompson, 60 feet; Aug. M. Kuhla, 60 feet; C. A. Bookwalter, Chas. F. Griffin, 600 feet; James Reinkan, 60 feet; Dr. W. H. Wishard, 60 feet; H. E. Kinney, 42 feet; Francis H. Gavisk, rector St. Joseph's church, 212 feet; S. E. McIntosh, 135 feet; H. M. Bronson, 33 feet 9 inches; Edward Reagan, 101, Mrs. Ella Pohlman.

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

By Mr. Laut:

G. O. No. 29, 1893. An ordinance to provide for the closing up of streets and prevention of travel and trespassing thereon while the same are being improved; providing a penalty for the violation thereof, 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 whenever any street or alley of said city is being improved under contract let by the Board of Public Works of said city, the contractor shall have the right during the time such improvement is going on, to prevent travel upon that part of the street or alley being improved, and he may place across the same, at each end thereof, a rope, fence, barricade, or notice that such portion of said street is closed to travel.

And it shall be unlawful and a trespass for any person to remove or interfere with the said rope, fence, barricade, notice, lantern or other like structure, or any tool or material, or to go in or upon the said street so being improved, or to drive on or over said part of said street, unless with the consent of the contractor doing the

work, or the Board of Public Works. The Board of Public Works shall have the right to order the removal of said rope, fence, barricade or other structure at any time and open the street to travel.

SEC. 2. Any person violating any of the provisions of this ordinance shall, upon conviction thereof, be fined in any sum not exceeding one hundred dollars, to which may be added imprisonment not exceeding thirty days.

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

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

MISCELLANEOUS BUSINESS.

Mr. White offered the following motion:

Mr. President:

I move that the Janitor be instructed to request the Board of Public Works, to have the clock in the Council Chamber repaired.

Which motion was adopted.

ORDINANCES ON SECOND READING.

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

G. O. No. 21, 1893. An ordinance providing for the compensation of officers and employes connected with the Fire Department of the City of Indianapolis, Indiana, and repealing all ordinances or parts of ordinances in conflict therewith.

And was passed by the following vote:

AYES 14—viz: Councilmen Colter, Froschauer, Gasper, Gauss, Halloran, Laut, Linn, Puryear, Rassmann, Ryan, Schmidt, Schrader, Sherer and White.

NAYS 4—viz: Messrs. Allen, Cooper, Costello and Young.

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

President pro tem.

ATTEST:

R. J. Abrams
City Clerk.