

BOARD OF ALDERMEN.

REGULAR MEETING AT THE CITY HALL, LAST EVENING.

Reports of Committees on Street Lamps and Sidewalks—Alderman Biter's Report on the Contract With the Water Company Adverse to the Signing of the Agreement—It is Referred Back to the Alderman With New Instructions—Reports of City Officers—The New Fire House—A Loan Not to Exceed \$7,500 Authorized to be Negotiated at the Bank of California.

There was a regular meeting of the board of aldermen at the city hall, D street, last evening at 7:30 o'clock, Mayor Belknap presiding. Present—Aldermen Comstock, Biter, Rawlings and Kennedy, and Clerk Mackay. The minutes of the last regular meeting were read and approved.

PETITIONS.

A petition was received from citizens residing on North Stewart street asking that a lamp be erected at the corner of said street and Bonanza street. Referred to Alderman Comstock.

A petition was received from persons residing on South G street, between Taylor and Washington streets, asking that a sewer be constructed on Washington street. Referred to the committee on streets.

REPORTS OF COMMITTEES.

Alderman Biter, the committee to whom was referred the matter of the erection of a lamp at the corner of Union and Stewart streets, reported favorably and the report was adopted.

In regard to the fence of a Mr. Daley, on D street, near the Savago office, which fence has been moved into the street, Alderman Kennedy recommended that Mr. Daley be requested to move it back to its former position on or out of the line of the street. The report was adopted.

In regard to the proposition to build a sidewalk four feet in width on the west side of Howard street, between Union street and Sinton avenue, Alderman Rawlings reported favorably and his report was adopted.

ALDERMAN BITER ON THE WATER CONTRACT.

Regarding the contract between the Virginia City and Gold Hill Water Company and the City of Virginia, submitted to him some four weeks ago, Alderman Biter presented the following written report:

To His Honor the Mayor and the Honorable Board of Aldermen of the City of Virginia—Gentlemen: As a committee to examine and report upon the agreement of the Virginia and Gold Hill Water Company with the Mayor and Board of Aldermen of the City of Virginia, I have carefully examined said agreement, as well as the statute of this state, approved January 22, 1877, under which said agreement has been offered. I have come to an unfavorable conclusion thereon, and recommend that it be not accepted, as it is unjust to the city's interest, for the following reasons, to-wit:

At the last meeting of the state legislature the representatives of Storey county, at the request of the honorable board of aldermen of this city, had enacted the statute to be found on page 48, Statutes of Nevada, 1877, Chapter VI, an act to legalize certain contracts made by the Mayor and the Board of Aldermen of the City of Virginia, Storey county, state of Nevada, and the Virginia and Gold Hill Water Company, of the same place, and for the issuance and sale of bonds for the payment of said indebtedness thereby incurred. Sections one to thirteen, inclusive, provide, as the title suggests, means for the issuance of bonds to pay for the system of water works contracted for by the city, for the sale of the same and the payment of the money so received to the water company; also, means for the levying of taxes, etc., to pay for the redemption of the bonds, the interest on the same, etc.; also, legalizing the contracts between the city and the water company.

The city, on its part, by its board of aldermen, has faithfully discharged every obligation and fulfilled every duty. The bonds have been issued and sold, the money paid the water company, and a tax has been levied to create a redemption fund and to pay the interest on the bonds.

Has the water company been equally faithful in discharging its obligations? Let us see: Section 14 of the same act reads as follows: That from and after the payment of said indebtedness to the said Virginia and Gold Hill Water Company, the said water company and its assigns and successors during the existence of the contracts with the city therefor, as hereinafter mentioned, shall keep all the said reservoirs, pipes and hydrants well supplied with water, for the purposes for which they were constructed; and the said city of Virginia shall, at any and all times, have the right to use the said water for the extinguishment of fire, and for the protection of said city from damage by fire, and upon the execution and delivery by said water company to said city of an agreement in writing, binding itself, its successors and assigns, to keep said reservoirs, pipes and hydrants well supplied with water, as aforesaid, the said city shall pay said water company, or its successors or assigns, a sum, to be fixed by agreement between said water company and said city, not to exceed the sum of five hundred dollars (\$500) per month, in United States gold coin.

You will observe that this section requires the water company to furnish the city with an agreement in writing, binding itself, its successors or assigns, to keep the reservoirs, pipes and hydrants well supplied with water, after which the city shall pay a sum of money, to be agreed upon between the city and water company.

By the present contract the water company, while apparently fulfilling its obligation under the law, seeks to bind the city to pay an exorbitant price for water. Let them first furnish the city the agreement required under Section 14 of the above act, after which we can make further agreements as to the amount to be paid for the use of the company's water. Secondly, the water company, by this agreement, bind only themselves; they do not bind either their successors or assigns to fulfill the contracts made by them, as is required by this act, and if the water company should see fit at any time to annul its contract with the city it would only be necessary to sell or assign its property to others. Thirdly, the city is not now using more water than for years past, yet the water company seek to collect double the amount paid; all of which is unjust, and should not be allowed. Respectfully submitted, WILLARD BITER.

Virginia, October 9, 1877.

Alderman Rawlings moved that the report be received and placed on file. It was so ordered.

Alderman Kennedy called for the reading of the contract submitted by the water company, as he did not fully understand it. It was read by the clerk.

Alderman Comstock said he had examined into the matter of the proposed removal of a lamp on the corner of Mill and B streets to another point, and would recommend that the lamps in that part of the city remain as they are. Report adopted.

REPORTS OF CITY OFFICERS.

City Tax Collector Robert Gracey reported having collected for licenses for the week ending Tuesday, October 9, the sum of \$536 50, and for tax on personal property the sum \$1,030. The reports were received and placed on file.

City Clerk A. F. Mackay submitted the following statement in regard to licenses issued to the city tax collector for a part of the quarter ending June 30 and also for the quarter ending September 30:

Amount of licenses issued.....	\$8,825 50
Amount of licenses sold and accounted for in cash.....	7,527 50
Amount of licenses returned.....	1,298 00
Total.....	\$8,825 50

The report was received and placed on file.

BILLS ALLOWED.

Bills amounting in all to \$1,526 81½ were allowed and placed on file and the mayor and clerk were authorized to draw warrants for the same whenever there shall be sufficient money in the treasury.

Bills amounting to \$46 75 were presented and referred to the proper committees.

A TRANSFER OF FUNDS.

Alderman Kennedy offered a resolution to the effect that \$2,000 be transferred from the general fund to the fire department fund when there shall be that amount in the former fund. The resolution was adopted.

A LOAN.

Alderman Kennedy said he thought something should be done to raise money with which to pay off the men in the fire and police departments, as they had received no pay in a long time.

Mayor Belknap said the Bank of California would loan the city money at one per cent. per month. He thought they should borrow about \$7,500, which would be sufficient to meet present demands.

Alderman Biter moved that the mayor and clerk be authorized to borrow a sum not greater than \$7,500 and execute a note therefor, payable January 1, 1878. Carried.

THE WATER BUSINESS AGAIN.

Alderman Kennedy said, in regard to the contract with the water company, that he thought the city and the company ought to be able to come to some agreement satisfactory to both. The water

company had been furnishing good water and plenty of it, and it did not appear to him that there was any very great disagreement in regard to the terms of the contract.

Alderman Biter said the alderman of the Fourth Ward might sign the contract if he felt so inclined, but for himself he could say that he would never sign it.

C. J. Hillyer, who was present on behalf of the water company, said he drew up the contract that had been submitted to the board, and believed it to be in strict accordance with the statute; such, at least, was his intention. He had aimed to follow the exact language of the statute.

Alderman Biter thought the water company were required to bind themselves by an agreement to keep all the tanks, pipes and hydrants filled with water before the city could sign the contract.

Mr. Hillyer said he did not understand what was meant by an agreement to which but one side was a party. They were ready to do exactly what the statute required, and he was sure nothing more should be asked.

Alderman Biter insisted that the contract submitted was not in accordance with the statute, and asked that Section 14 of the statute be read, which was done.

Mr. Hillyer said that what was there required was just what they proposed to do. They could not come in and file an agreement with no party to it but themselves.

Alderman Kennedy called for the opinion of City Attorney Scaniker in regard to the section that had been read.

The city attorney said he was not prepared to give an opinion at once. To give an opinion that would be of value, he must be allowed time to carefully consider the section in question. It was rather peculiarly worded. However, his understanding of the matter was that the water company were to draw up an agreement and submit it to the board.

Alderman Rawlings was anxious to see the matter settled, and felt convinced that the water company would be willing to make such alterations in the agreement submitted as might be required. He thought the proper way to proceed would be to refer the agreement back to Alderman Biter and the city attorney, with instructions to consult with the water company in regard to its terms. They should come to some understanding at once.

Alderman Biter moved that a committee of three, including the mayor, be appointed to confer with the water company, as they couldn't get a legal opinion in regard to the matter.

City Attorney Scaniker said he wanted no insinuations from Mr. Biter and he would stand none. He had observed something of the kind on his part on two or three former occasions, and he would stand no more of them.

Mayor Belknap said: "Come to order, gentlemen."

Alderman Comstock wished to do what was right and honorable in the matter. He had understood that Alderman Biter was to consult with the water company.

Alderman Biter said he was not so instructed, and the clerk also said he did not so understand it.

The clerk then referred to his minutes, and found that when the agreement was referred to Mr. Biter nothing was said in regard to his consulting with the water company.

On motion of Alderman Rawlings, the agreement was then referred back to Alderman Biter and the city attorney, as a committee to consult with the water company.

The city attorney said he should withdraw from the committee. He would not serve on a committee—it was not his business. He was ready to give a legal opinion on any matter—that was his business—but he would not serve on committees.

Alderman Rawlings explained that all that would be required of him was his legal opinion in regard to the terms that might be inserted in the agreement, when the city attorney said he would attend to that part of the business.

MISCELLANEOUS.

The street inspector was authorized and instructed to construct the sidewalk on Howard street; also, to see to having the fence of Mr. Daley moved back to the line of D street.

The city clerk was instructed to have the doors, windows, ceilings and other planed wood work inside of the new fire house painted, and the rough work white-washed. Two rooms in the upper story are also to be painted.

Adjourned.