

Williams Moved to adjourn to meet
 Meet Friday Evening Sept 23rd Second
 by Cassaday And Carried
 The Meeting adjourned

Sept 23rd 1887
 Council Convened pursuant to
 adjournment. Mayor Copea
 being absent On Motion Williams
 was Chosen Chairman Proter
 Members Present - Meybrecht Williams
 Hill Cassaday - Absent Smith

A Petition was presented
 and read from Citizens residing
 on Columbia Street between Liberty
 and Depot Streets asking for
 change of grade
 On Motion Referred to Grade Committee

The Solicitor reported that Complaint
 had been made to him by Mr Joye
 of the Encroachment of the Lake Erie
 & Southern Rail Road Switch upon
 his premises and asked that the
 same be removed
 On Motion Action deferred until
 the next meeting

Bills Presented and
 reads as follows

Central Union Telephone Company			
Instrument Rental	Telep No 16	from Oct 1 st to Dec 31	12.00
"	"	" 171 " " " "	7.50
"	"	" 181 " " " "	7.50
Total			27.00

Weybrecht Moved that an Order be authorized drawn on the Treasurer for the Amount Less \$2.50 to be deducted from the Shaffer Bill. Making the Amount of Order \$24.50. Second by Cassaday and Carved. Yeas Weybrecht Williams Hills Cassaday Yeas 4 Nays none

Previous to entering in Contract with the parties to whom the work for Paving Grading Paving Curbing and improving a Portion of West Main Street. The Clerk submitted to the Council the following.

I hereby Certify that the Money required for the Contract of Grading, Paving Curbing and improving Main Street from the West Side of Arch Street to the West Side of Mechanic Street to the Amount \$4213.00 is in the Treasury to the Credit of the West Main Street Improvement fund from which it is to be drawn.

J. M. Culbertson
Clerk

Contract between the City of Alliance and Lewis Earley

Read as follows

Contract for the excavating grading puddling and draining of West Main Street between Arch Street and the West Side of Mechanic Street in the City of Alliance

This Agreement Made and

Entered into this 23rd day of September 1887 between the Common Council of the City of Alliance on behalf of the City of Alliance and hereafter known as the Party of the First part And Louis Barbee, hereafter known as the Party of the Second part.

Witnesseth that the party of the Second Part for and in consideration of the payments hereinafter mentioned and specified and agreed to be made up by the party of the First part hereby covenants and agrees to do and perform all the work and labor required and to furnish and deliver all materials necessary to be done or performed, furnished or delivered in and about the excavating, grading, puddling and draining of West Main Street in the City of Alliance, between Arch Street and the West Side of Mechanic Street as authorized by Ordinance approved and in strict and entire conformity with the plans on file in the City Clerk's Office and in strict and entire conformity with the specifications a copy of which is hereunto attached and which said plans and specifications are hereby made a part of this Agreement as fully and with the same effect as if the same had been set forth at length in the body of this Agreement so far as they relate to the excavation grading puddling and draining as aforesaid.

The Party of the Second Part further covenants and agrees that all of said materials shall be the best of their several kinds and qualities and that all of said work and labor shall be done and performed in the best and most workmanlike manner and all of said materials, work and labor shall be subject to the inspection and approval of the City Council and

Civil Engineer of the City of Alliance, Ohio and in case any of said materials or work shall be rejected by the City Council and Civil Engineer as defective or unsuitable then the said material shall be removed and replaced by other materials and said work shall be taken down and done over to the satisfaction ~~of the~~ and approval of said City Council and Civil Engineer at the cost and expense of said party of the second part.

The Party of the second part ^{Covenants and} further agrees that all of said materials shall be furnished and delivered and all said work and labor shall be done and performed to the satisfaction and approval of the said City Council and Civil Engineer on or before

that said City of Alliance may retain out of any money at anytime falling due said party of the second part a sum sufficient to pay all persons who have done work or furnished material for the improvement herein contracted for and who have given written notice to said City of Alliance before the completion of said work ^{is still} that any balance for such work or material due and unpaid until evidence is furnished that said balance has been fully paid. And if said evidence is not furnished before the final payment under this contract falls due. Said City of Alliance may pay said balance to the persons claiming it and charge said amount to the party of the second part as payment to the amount ~~thereof~~ on this contract.

The party of the second part further agrees that he will claim no extra allowance for any contingencies in doing the foregoing work in a good and workman

Manner whether Specially Set forth or not.

In Consideration of the premises the party of the first part agrees to pay the party of the second part the following Prices to wit:

Excavating Pr Cubic Yard .45 ct

Gravel for foundation Pr Sqr Yd .65 ct

Top dressing " " " .65 "

And it is agreed by the parties hereto that the said payments is to be made in the following manner to wit: One half the entire amount when the Excavating and filling is complete the balance on the final completion of the work required by the Council

And it is further mutually agreed by the parties hereto that all the measurements and determinations of quantities shall be made by the City Civil Engineer and that his measurement shall be final and conclusive between the parties

In Testimony whereof the parties hereto first have on the day and year first above written caused their Corporate Seal to be hereunto affixed and these presents to be signed by

The Incorporated Village of Allam

By O M Coxon Mayor

Lewis Farley

Attest

J M Culbertson
Clerk

Both Parties being satisfied with the foregoing Contract. Weybrich Wood that the Mayor & Clerk be authorized by Council to sign & Seal the Same in behalf of the Village of Allam Second by Cassaday & Carried Year

Weybrich Williams Hills Cassaday. Year 4
Days none

Weybrich Wood that an Order be drawn on
the Treasurer for \$454.03 Secured by Cassaday
and Carried Year Weybrich Williams Hills
Cassaday - Year 4 Days none.

Contract between the City of
Alliance O and The Austin Flag Stone Co
For the Paving of West Main Street between Arch
Street and the west side of Mechanic Street in
the City of Alliance Ohio.

This Agreement Made and Entered
into this day of September 1887 between the
Common Council on behalf of the City of Alliance
and hereinafter known as the party of the first
part and the Austin Flag Stone Company hereinafter
known as the party of the second part.
Witnesseth: that the party of the second part
for and in consideration of the payments herein
after mentioned and specified and made agreed
to be made up by the party of the first part
hereby covenants and agrees to furnish and
deliver all the materials and to do and perform
all the work and labor required to be furnished
and delivered done and performed, (except the
materials, work and labor contracted for with
Mr Louis Earley) in and about the paving
of West Main Street between Arch Street and
the west side of Mechanic Street in the
City of Alliance as authorized by Ordinance,
approved and in strict and entire conformity
with the plans on file at the City Clerk's Office
and in strict and entire conformity with the
specifications a copy of which is herewith
annexed and which said plans &
specifications are hereby made a part
of this agreement as fully and with

The same Effect so far as they relate to the paving aforesaid as if the same had been set forth at length in the body of this Agreement.

The party of the second part further covenants and agrees that all of said materials shall be the best of their several kinds and qualities and that all of said work and labor shall be done and performed in the best and most workmanlike manner and that all of said materials work and labor shall be subject to the inspection and approval of City Council Civil Engineer of the City of Alliance Ohio and in case said material or work shall be rejected by the said City Council and Civil Engineer as defective or unsuitable then the said materials shall be removed and replaced by other materials and the said work shall be taken down and done over to the satisfaction and approval said City Council and Civil Engineer at the cost and expense of said party of the second part.

The party of the second part further covenants and agrees that all of said materials shall be furnished and delivered and all of said work and labor shall be done and performed to the satisfaction and approval of said City Council and Civil Engineer on or before the 15th day of November 1887

That the City of Alliance may retain out of any money at any time falling due said party of the second part a sum sufficient to pay all persons who have done work or furnished materials for the improvement herein contracted for and who have given written notice to the said City Council before the completion of said work, that any balance for such work or materials is still due and unpaid until evidence is furnished that said balance has

paid and if said evidence is not furnished before the final payment under this Contract falls due said City of Albany may pay said balance to the persons claiming it and charge said amount to the party of the Second Part as payment to the amount thereof on this Contract.

The Party of the Second part further agrees to Clean up and Carry off from said Street all Stones Earth Chips or other rubbish or Material which may accumulate during the Construction of said work That it will Claim no Extra allowance for any contingencies in doing the foregoing work in a good and workman like Manner whether Specifiy set forth or not. That it will Carry on the work at such points as the City Council shall direct. That the said City Council shall have power to Extend or diminish the quantity of work within reasonable limits during its progress without violating this Contract but that no part of the work shall be Altered by the Contractor from that presented in these Specifications without the Express Sanction of the City Council.

And the Second Party further agrees properly to enclose the said work and to place signal lights thereon all night and to be responsible for and to pay all damages which may in any Manner arise by reason of the Construction of the work during the progress of the same through the negligence of the Second Party.

In Consideration of the premises the Party of the first Part agrees to pay^{to the} party of the Second part the following Prices
 To wit: Paving Complete Per Sq Yard without Concrete filling \$1.44
 Finishing and Laying Curbing Complete Per Linear foot .36
 " " " Gutter Stone " " .25
 Tile #4 Laid Per linear foot .05
 Cross walks Per Sq foot .25

And it is mutually agreed by the parties hereto that the said payments shall be made in the following Manner to wit: One Thousand Dollars when the work is Commenced, One Thousand Dollars when the work is half Completed and the balance on the final Completion of the work
 And it is further ^{mutually} agreed by the parties hereto that all the Measurements of and Determinations of the quantities shall be made by the said City Civil Engineer and that his Measurements shall be final and Conclusive between the parties; And that nothing in this agreement contained shall be so construed as to deprive the said City of any remedy or defence it may have under the same for any violation of any of the terms or Conditions of this Agreement and the said City Council shall have the right to require the party of the Second part to suspend or discontinue the work or any part thereof when in the Opinion of said ^{City} Council the party of the Second part is not doing the work in accordance with the stipulations of this Contract.

In Testimony whereof the parties hereto have on this day and year above written caused their Corporate Seal to be hereunto affixed and these presents to be signed by

The Incorporated Village of Alliance

By O M Coxen Mayor

The Austin Flag Stone Co

Attest By Harmon Austin Foret

J M Culbertson

Clerk

The foregoing Contract being agreed upon
and Accepted by both Parties.

Weytrach Moved that the ~~Said~~ Mayor and
Clerk be Authorized to Sign and Seal the
Same in behalf of the City of Albion.
Second by Cassaday and Carried
Yeas Weytrach Williams Hills Cassaday
Yeas 4 Nays None

Cassaday Moved that an Order be Authorized
Drawn on the Treasurer in favor of the
Austin Flag Stone Co for \$1000. The amt
of the first Payment due on Contract for
Paving West Main St Second by
Weytrach + Carried Yeas Weytrach
Williams Hills Cassaday Yeas 4 Nays
None