

the rate of \$2.50 per foot front. Report approved and work ordered done at once.

#### SOLD FOR TAXES.

Recorder Stanton reported that he had sold certain property for delinquent taxes for \$3300, that he had received 10 per cent. cash therefor, the balance to be paid upon confirmation of sale by the council. Sale confirmed and the Mayor authorized to convey the property to the purchaser.

#### WATER COMMISSIONER'S REPORT.

Water Commissioner Pendleton reported that he had found several new claims in Parley's canyon, the owners of which were using city water which he had turned back into the main stream. Most of the owners of the ten stock yards along the stream had cleaned up their premises. He had found several herds of sheep in the canyon and had made two arrests.

The water at its normal state, on July 27, measured 12,738,000 gallons per day; on August 22, it measured 8,786,000 gallons. Himself and the watermaster had examined the Parley's creek and found considerable rubbish in the bed thereof. In the matter of new claims he was collecting evidence in regard thereto to submit to the attorney.

In the matter of the Emigration canyon cowboys they had all been removed. The lost agreement with Perkins Bros. had been found and placed in the hands of the attorney.

In concluding his report Mr. Pendleton recommended that no secondary water rights be granted in Emigration canyon. Received and filed.

#### NO JURISDICTION.

The board of public works sent in a communication returning the petition of 766 owners of property on Main street asking that the width of sidewalk in front of their respective premises be increased, with the statement that the petition did not come under its jurisdiction. Received and filed.

#### AN IMPUDENT OFFICER PROPERLY SNUBBED.

The following was read:

In regard to the work to be done in City Creek canal Mr. Rich knew the reason the work had not been done, as I had explained to him fully in regard to the matter before he introduced his resolution. Now I will explain to your honorable body, as I did to him, the reason the work has not been done. First, the city has a contract with the farmers to furnish them water from the Jordan and Salt Lake Canal in exchange for creek water, and it would not do to shut off the supply until close of the irrigation season, as that would annul the contract. Second, that the canal furnishes nine-tenths of the city with irrigation water, and it is my duty to supply the people with water. Third, I intended to do that work as soon as the irrigation season closed. Fourth, the work could not be done before, as City Creek is the outlet for the waste water of the canal, and four to five millions gallons of water run there from time to time according to the amount used by the people. Fifth, Mr. Rich was talking through his hat or purposely misrepresenting when he said that place had not been cleaned in ten years, as I had it cleaned two years ago. Sixth, I would respectfully recommend that the bottom and sides of City Creek be laid with stone from Sixth to Eighth West street, as that would make a good job for all time, but if your hon. body thinks that too expensive I would suggest that the fluming be extended from Sixth West

street, present terminus, to Eighth West, as that would give more room for travel on south side of the creek; it would also save expense of cleaning an open ditch.

Respectfully submitted.

J. M. HARVEY, Watermaster.

When that portion of the report was reached which referred to Mr. Rich talking through his hat, Lawson and Simondi sprang to their feet simultaneously and moved that the report be tabled indefinitely. They didn't propose to allow the head of any department to address such a communication to the City Council.

Rich asked that it be allowed to lay on the table until miscellaneous business was reached, as he wished to reply to it.

Lawson moved that it be referred back to Mr. Harvey. Carried.

#### ENCROACHMENT ON CITY GROUNDS.

The city engineer reported regarding the occupancy and encroachment on lands owned by the city by private individuals and suggested the advisability of having the boundaries of lands beyond the corporation limits accurately defined and marked by permanent monuments. It was expensive but he believed the work would justify the expenditure. Received and filed.

Watermaster Ryan reported that the pipe had been ordered for the north bench. That it would be impossible to fill the same with water unless the reservoir in City creek should be completed at the head of high blue pipe. Committee on waterworks and city engineer.

#### NEW ENGINE HOUSES.

The committee on fire department recommended the building of branch fire departments in the northeastern, the southeastern, and southwestern parts of the city. The estimated cost of constructing the same is \$22,000.

Rich favored the building of one at a time. The city could not afford to build all of them immediately.

Some discussion followed after which the report was referred back to the committee on fire department.

#### PACIFIC PAVING COMPANY ESTIMATES.

The committee on claims sent in a majority and minority report on the matter of the final estimates to the Pacific Paving Company for the work on State street.

The majority report, which is signed by Messrs. Horn and Simondi, is as follows:

The committee believe all of the street except the stone block paving is fairly done in accordance with the contract, so far as can be judged. The stone block paving is not, in quality of blocks and manner of laying, up to the requirements of the specifications, but the difference in actual value to the city is hard to determine. We believe that the ten per cent retained under the terms of the contract and the bond given by the company to repair and keep said work good and make it good if it should fail will be sufficient security to the city, and we therefore recommend that the company be paid according to the terms of the contract.

The minority report, signed by Messrs. Folland and Loofbourow, is as follows:

We beg to make a report in the matter of the claim of the Pacific Paving Company for paving State street. We believe all of this work except the stone block paving is fairly up to the requirements of

the contract. As to the stone block paving we do not believe the contract has been complied with in this respect. How far short of the contract requirement in point of value it is hard to determine. The city as we understand it retains 10 per cent. of the contract price and also has a bond to secure the contract of the Pacific Paving Company to keep this part of the work in repair for two years. If the said company would agree to keep this part of the work in repair for three or four years instead of two years we believe it would be a fair compromise and we recommend that they be paid for the work as promised in the contract when they enter into a contract as above indicated to keep said work in repair for four years from this date with acceptable security for the performance of same.

With these reports the city engineer sent the following:

A short time ago the city engineer was instructed not to issue an estimate upon the work in question until certain deficiencies had been made good. The work remains in the same condition as it was at the time and is deficient under the specifications.

As a compromise to the property owners for this deficiency the contractor should either amend the work or extend the term for which its durability is guaranteed, and believing that an extension of this term from two years to five years would be a fair equivalent, I recommend that the granting of the petition be made conditional upon such extension.

Beardsley moved the adoption of the first report read.

Hardy moved the adoption of the second report.

Lawson said that if the work of paving on State street had not been fully complied with the city engineer was responsible.

Horn declared that the engineer had been kicking on technicalities. He had done so all along. As a consequence the city was getting into ill repute with contractors. The men who did the work should be paid their money and released.

Wantland believed that State street was the best paved thoroughfare in the west. The contractors should be paid in full without further delay.

Folland said that there was no denying that the rock work was imperfect. It would only be a question of time when the city would have a cobbled paved street instead of a stone block pavement. The blocks were laid entirely too far apart.

Loofbourow concurred with Folland. He said that the expert representatives of the company admitted before the committee that the work was not up to the standard. It was evident that Mr. Wantland did not understand the proposition. He, it seems, is in favor of the three year guarantee. The four year recommendation is not too long.

Simondi stated that the objections seemed to come principally from the councilmen. The property owners admitted that the work was superb and a credit to the city as well as the contractors.

On a vote being taken the three year guarantee was accepted and the company ordered paid.

#### TO BE FILLED UP.

The canal on Seventh West street between Second and Sixth North streets was ordered filled at the city's expense.