

prising peaceable citizens of their sleep, which is so much needed, and furthermore by the using of said street for railroad purposes the value of our property is very much depreciated, our houses are very much shaken almost to falling down and in every way very disagreeable. We are also informed that another company have the franchise from your predecessors for another line to come down said street. If so, there will be no room for the public to travel with vehicles to either entry or exit from our property. A speedy action and a removal of the nuisance is desired by the residents on said street and vicinity.

Pembroke said he resided in that vicinity and could confirm the representations contained in the protest. He moved that the petition of the Union Pacific and the protest be referred to the committee on streets. Carried.

Parsons said it was true that the Union Pacific was laying an additional track on Fourth West Street, which would throw the track of the Utah Central close to the west sidewalk. He thought operations should be suspended on that street until the rights of interested parties could be determined.

Hall said that a franchise for an additional track on the street named was granted some weeks ago by the council, to connect the depot block with a switch yard between Fourth and Sixth North streets.

Parsons doubted the right of the council to grant such a franchise to the Union Pacific, in view of the franchise previously granted the Utah Central, and introduced the following, which was adopted:

WHEREAS, A conflict of right of way granted to the Union Pacific and Utah Central Railroad Companies seems to exist on Fourth West Street; therefore, be it resolved, that both companies be notified to suspend operations looking toward the laying of tracks or switches upon said streets until such time as this council may determine the rights of the respective parties.

This resolution was adopted.

City Attorney Merritt reported bills for ordinances as follows:

Confirming the assessment for improving Commercial street; confirming the assessment for improving First South streets; providing for an increase of the force of the fire department; relating to the burning of rubbish within the city limits; relating to the storing of hay, straw, etc., in the city limits. The report was adopted.

The city engineer submitted the following:

SALT LAKE CITY, July 28, 1890.

To the Honorable Mayor and City Council, Salt Lake City:

Gentlemen,—In submitting herewith for your approval profiles of First South Street between East Temple and Seventh East streets, I desire to state that there is a difference in elevation of diagonal block corners amounting in some places to eleven feet.

Experience teaches us that a transverse grade of more than 3 per cent is objectionable on streets that are paved, and assuming that First South Street will eventually be paved, the grade lines represented have been laid accordingly. Five feet of the difference

in elevation is thus disposed of, and the remaining six feet must be overcome by cutting and filling, or by some other practicable and satisfactory method.\* To effect this by grading will of necessity destroy a considerable number of shade trees and cause a general disarrangement of street intersections, fences, private walks, etc.

By terracing or dividing the street into separate roadways, making the north half from one to six feet higher than the south half, and supporting the one above the other by means of a retaining wall along the center of the street, this difference in elevation can be equalized, but teams would then be prevented from passing from one level to the other except at street intersections.

Another plan would be to extend the width of the north sidewalk eight or ten feet, and by sloping the extended portion bring the curb down to the required elevation. The slope if seeded with grass could be made to appear quite attractive. An objection would be the making of one narrow and one wide sidewalk along the same street.

In either plan, however, the destruction of some trees would be unavoidable, as the longitudinal grade of the street would still require the making of some cuts and fills.

By the use of flag stones instead of cement for the sidewalk pavements we can avoid temporarily the destruction of any trees, and the disturbance of any fences or other improvements, as the pavement could then be laid regardless of the final conditions and be left until the roadway shall be brought to the permanent grade and be paved, at which time the flag stones could be taken up, sidewalks brought to the established grades and the flag stones re-set thereto without material loss, whereas the cement pavement will not admit of such temporary use and subsequent alteration.

This plan would not avoid, but defer, the destruction of trees, while the outlay attending the grading for the permanent walk and on intersecting streets would also be postponed until the public needs compel a permanent and complete improvement of both the roadway and the sidewalks. But if it is decided that the cement pavement shall be laid, then it should be done in the most proper and permanent manner regardless of the effect upon any particular block, lot or corner, but with a view only to the ultimate and complete improvement of the entire street.

If public opinion will not approve such a course, then I most earnestly advise that we put down a temporary flagstone pavement, or none at all until such time as the public may demand that the permanent work be executed.

Respectfully,

A. F. DOREMUS, City Engineer.

Referred to the committee on streets.

The same officer submitted the following:

SALT LAKE CITY, July 29, 1890.

To the Hon. Mayor and City Council, Salt Lake City:

Gentlemen,—In making final inspection of the cement pavement constructed along South Temple Street by Elias Morris under his contract dated April 18, 1890, I find that while the general appearance of the work is satisfactory, there are at various places conditions which point to the development of serious defects before a year shall have passed.

I have therefore refused to accept

the work until the same shall be put in a condition to insure against such probability. Mr. Morris regards this requirement as a hardship, and to avoid the possibility of unnecessary expense, proposes to insure his work for a period of two years, he to make good any defects which develop within that time. As this guarantees the property owners and the city against any loss through failure of the work, I recommend that a contract to this effect between Mr. Morris and the city be authorized. Respectfully,

A. F. DOREMUS, City Engineer.

In explanation of the above the city engineer stated that if the cement sidewalks laid by Mr. Morris remained in as good condition as they are now, they would be all right, but the reason why he had not accepted them was because he feared that time would develop serious defects in them. He thought it a good thing for the city to accept a suitable guarantee from Mr. Morris that the walks should stand for two years, for if they stood that long it would prove there was no defect in them; whereas, to compel Mr. Morris to relay doubtful portions of them strictly in accordance with the contract, while expensive to him, would not make the city as safe as would a guarantee for two years.

Hall asked if Mr. Morris had adhered strictly to the contract. He opposed the guarantee and favored the strict enforcement of the contract.

Doremus replied that in respect to material Mr. Morris had adhered to the contract strictly; but that the barrels of cement varied in quality, and the material had been laid in various temperatures, which affected the quality of the work. Some of the workmen had been better than others. The effect of the reply was that it was a matter of doubt whether Mr. Morris had complied with a fair and legal construction of the contract.

Parsons agreed with Hall in the view that contracts should be adhered to, but in this instance he thought, all things considered, that the city had better accept a guarantee, as it was doubtful whether it could be shown that Mr. Morris had failed to comply with his contract.

Pembroke moved to accept a guarantee with bonds and after some further discussion the matter was laid on the table for one week.

The city engineer then submitted the following:

In accordance with the provisions of your resolution of June 22, 1890, I beg to submit herewith a statement of the cost of paving East Temple Street between South Temple and Third South streets with granite blocks and with asphaltum respectively; also the cost of curbing and guttering the same, and for doing the necessary grading and putting in catch basins and conduits for irrigation and storm waters, which should be done at the same time the pavement is put down:

#### ESTIMATES

For paving with granite in District No. 1 on East Temple, between East Temple and Third South streets:

#### ABUTTERS' PROPORTION.

Grading.....	\$4,980 00
Curbing.....	3,960 00
Gutters.....	2,475 00
Paving.....	52,621 00
Conduits.....	2,000 00

\$64,039 00