CITY WATER PROBLEM.

Was the Principal Question at Last Night's Meeting of the Council.

MAYOR CLARK MAKES RECOMMENDATIONS

He Also Does Engineer Kelsey—Water Commissioner to be Appointed—Utah Power Co. Cited to Show Cause.

The water problem again formed the principal theme of discussion at last night's Council meeting. Mayor Clark submitted a communication bearing on the question, as follows:

"A sufficient supply of water for domestic uses, for the extinguishing of fires and for street sprinkling is absolutely essential to the health and prosperity of every city, and for a city situated, built and inhabited as Salt Lake is, there is of necessity, an extraordinary and an unusual requirement for water for sprinkling lawns and the irrigation of trees and gardens. The health and comfort of the people are dependent largely upon the conveniences in parks and the sufficiency of the water supply. But there are other important considerations to be taken into account in dealing with this problem. The growth and expansion of the city, as well as its industrial interests are at stake, if we should ever have in mind the thought for the future never being separated from the care for the present.

"The present season indicates the necessity for the procurement of an improved water supply for Salt Lake City. While there may have been reasons when the water source under the control of the corporation have dwindled or failed as they have done this summer the increased population since a previous shortage has occurred, has greatly augmented the consumption and demand, necessarily reducing the per capita supply and causing great aggravation and inconvenience.

"It must be recognized by all that an increased water supply is necessary for the growth and prosperity of Salt Lake City, and although we may not apprehend the immediate coming of another such a year of scarcity, such a season is not impossible. In my opinion, the danger is sufficient to demand that we take such precautions as may be within our reach, consistent with the limited means at our disposal, to guard against a future water famine.

"Members of former city Councils have had under consideration the property of this corporation obtaining a portion of the Big Cottonwood stream, but so far as I am aware, no official action was ever taken in the premises.

"As you are aware, some years ago there was an arrangement made with certain farmers, owning water rights in Parley's canyon creek, by virtue thereof water from the Jordan & Salt Lake canal in exchange for their share of the waters of said creek. The results of the exchange have been so satisfactory to the farmers as to lead to the belief that a similar arrangement may be made with parties owning rights in the Big Cottonwood stream. Conversations with certain of those owners encourage me to believe that satisfactory exchanges can be made, and that the present is a good time to commence negotiations to that end.

"I am of the opinion that if satisfactory arrangements can be made along the line herein suggested the city may, without great cost, increase its water supply by as voluminous a flow as the average flow of City Creek, our present chief source of supply.

"In view of the outlook for the favorable result of carefully conducted negotiations, and realizing as we all do, the necessity for early and successful efforts to secure an increased and adequate supply, I recommend that the matter of endeavoring to effect the exchange herein suggested be referred to a committee for investigation and report to your honorable body. In connection I would suggest the propriety of assuming the city engineer, the superintendent of waterworks and the superintendent of irrigation, with instructions to report as early as possible.

HERE IS ANOTHER ONE.

Another water communication was received from Councilmen Weller, Brown, Margetts and the superintendent of irrigation, to whom the matter of increasing the city's water supply had been referred. The following is a copy of the communication:

"We, the undersigned, beg to submit to your honorable body the results of our investigations looking to the security of an adequate water supply for Salt Lake City.

"We attach hereto a copy of motion passed by the directors of the Big Union Irrigation company, expressing a willingness to exchange a little more than one-third of the entire flow of the Big Cottonwood creek, for a certain proportion of Salt Lake & Jordan canal water.

"We also attach copy of agreement signed by the owners of one-half of the water in the Mill creek stream, agreeing to exchange the water for a certain proportion of Salt Lake & Jordan canal water.

"We respectfully suggest that the matter be referred to a committee of this council for further investigation, to report at the earliest possible moment."

The motion and copy of agreement referred to in the committee's report are as follows:

Minutes of a meeting of the directors of the Big Union irrigation company held Aug. 27, 1898:

Mr. George Taylor moved that we, the directors present, call a meeting of the property in the stockholders our approval of trading our water right in Big Cottonwood creek, consisting of 33 1-3 inches of the entire Big Cottonwood creek, for a share of the Jordan water, such share equal to one-sixteenth of the entire stream in Big Cottonwood creek at the time of division of water.

Carried unanimously.

Mill Creek, Aug. —, 1898.

This is to certify that we, the undersigned owners (14 in number) of the Mill creek stream in Salt Lake county, Utah, are willing to make an agreement with the superintendent of Salt Lake City, Utah, to-wit: That for and in consideration of a certain amount of Jordan water, the water we now own and controlled by Mill creek company, we will give therefrom the flow that amount of Mill creek water, provided that if the city fails to supply us with said water, we are to be entitled to our former water rights of said Mill creek water; provided, further, that all our water be transferred said water, and all former expenses and repairs upon said water, and ditches, shall be paid by the city corporation.

Referred to same committee as was Mayor Clark's communication.

AND STILL ANOTHER ONE.

City Engineer Kelsey in a communication touched on the same question, made a number of suggestions and recommendations. Among other things he recommended that an officer be appointed whose duties shall be to look after the city's interest by owner as water went to waste from the various streams from which the city derived its supply. Mr. Kelsey pointed out that there was a great waste of water which, with proper precautions, might be avoided and the supply increased very materially. Some of the farmers taking on the various streams take a great deal more than they are entitled to. On Friday last, he pointed out, there was a decrease of a million gallons per day in the conduit from Parley's canyon which reaches this city. Mr. Mr. Kelsey said, had Judge Zane carried out his agreement to present the primary rights of those located on Parley's canyon, the city would not be in this fix, and had also neglected to protect timber growing on city land. These are matters which it would pay to look after, and, if appointed, he suggested the engineer thought, might be appointed.

Referred to same committee.

WATER COMMISSIONER AGREED ON.

Acting on the suggestion of Engineer Kelsey, Councilman Dobb introduced a resolution providing that the city attorney be instructed to draw an ordinance creating the office of water commissioner. The resolution was adopted by a vote of 11 to 3.

AGAINST UTAH POWER COMPANY.

Councilman Callister introduced the following resolution, action on which was deferred one week:

Whereas, The act of the Legislature of the City Council of Salt Lake City, Utah, approved Dec. 28, 1896, the Utah Power Co. was authorized to erect and maintain poles, wires and other appliances in this city for the distribution and sale of electrical energy, subject to certain conditions, which franchise and conditions were duly accepted by said company. And,

Whereas, by the acceptance of said franchise, and as consideration thereof said company agreed to and with Salt Lake City, among other things, upon receiving four months' notice from the mayor at any time during the year of 1897, to erect and thereafter maintain upon the streets of said city at its own expense, a sufficient number of poles with the necessary cross-arms to admit of lighting the city with 400 arc lamps, and the city had given the required notice, and had also neglected to protect timber growing on city land. These are matters which it would pay to look after, and, if appointed, he suggested the engineer thought, might be appointed.

Referred to same committee.

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And said company further agreed, upon receiving five months' notice at any time during the year 1897, to increase its electrical power to a total of three times from the expiration of said five months' notice, the equivalent of 200 horse power in electrical energy, or so much thereof as the city might deem necessary to be used for municipal lighting. Said energy to be in such form as required by said city, all night and every night service, at the stipulated price of $75 per each electrical horse power per annum, the city to have the option to renew said contract for an additional term of three years, at the above stipulated price, or at any lower rate at which the company might be selling electrical energy at the time of the renewal of the contract, and the city to have the right to renew the contract upon the terms and conditions at the end of each contract period during the life of the franchise.

And it was further agreed, as a condition of the franchise, that if the Utah Power company should fail or refuse after fifteen days notice in writing from the mayor, to abide by and perform any of the conditions of said franchise, to be to it kept and performed, said franchise might thereupon be revoked by the city council.

Whereas, unless to comply with certain conditions of said franchise was waived upon said Utah Power company and service acknowledged in the following language, to-wit:

April 2, 1897.

The Utah Power Company, care of Francis Armstrong, Esq.:

Gentlemen—Whereas, condition second of section 1 of an ordinance authorizing the Utah Power company to erect and maintain poles, wires and other necessary appliances in Salt Lake City for the distribution and sale of electrical energy, approved December 28th, 1896, reads as follows:

"The said grantee, as part of the consideration for this franchise, agrees to and with said Salt Lake City, that upon receiving from said city four months' previous notice, to be served upon it by the city recorder, at any time during the year 1897, it will at once erect and then after maintain in the streets of Salt Lake City, at its own expense, a sufficient number of poles with the necessary cross-arms to admit of lighting the city with 400 arc lamps to be placed at the intersection of, or other points on the streets, lanes and alleys of said city, as the City Council may direct, and said grantee shall provide said city with enough arc lamps and cross-arms upon such or said poles, sufficient for the proper accommodation of hanging and supporting such wires, lamps, and other necessary appliances as may be owned and used by it for municipal lighting, and to which it shall at all times have access for maintenance and repairs, and no rental or other charge shall be made by the said grantee for the use of said poles and cross-arms by said city during the life of this franchise;" and

Whereas, the City Council of Salt Lake City, State of Utah, did on the 26th day of March, 1897, adopt the following resolution, submitted to said Council by the committee of the whole, to-wit:

Resolved, that it be the sense of this committee that the city should take steps to purchase the wires and lamps necessary for street lighting purposes, and that the Utah Power company be so notified to prepare and erect the poles for such purposes; and be it further

Resolved, That the improvement committee be authorized to prepare specifications and select bids for furnishing said wires and lamps; and

Whereas, The above resolution was approved by the Mayor of Salt Lake City on the first day of April, 1897; now, therefore, you are hereby notified to prepare and erect in the streets of Salt Lake City, at your own expense, a sufficient number of poles, with the necessary cross-arms to admit of lighting the city with 400 arc lamps in compliance with your franchise.

Respectfully,

D. H. EMERY,
City Recorder.

Salt Lake City, Utah, April 5th, 1898.

Received from David S. Emery, city recorder, notice of an order made by the City Council of Salt Lake City, March 26th, 1897, requiring the Utah Power company to prepare and erect in the streets of Salt Lake City at its own expense, a sufficient number of poles with the necessary cross-arms to admit of lighting the city with 400 arc lamps in compliance with the franchise granted to said company by the City Council of Salt Lake City, approved December 28, 1896.

THE UTAH POWER COMPANY,
By Francis Armstrong.

And whereas, The Utah Power company has neglected and refused to comply with the conditions of its franchise after having received due notice to do so, and has now made application for permits to erect poles on the business districts of this city at intermediate points upon the streets between the telephone poles already erected within said business district, and said company intends to exercise the privileges of its franchise without complying with the conditions upon which it was granted; and

Whereas, It is against public policy to permit a corporation of this character to do business within Salt Lake City without securing to the municipality some consideration for the valuable privileges conferred by its franchise; therefore be it

Resolved, That the Utah Power company be notified to appear by its proper representatives, before this Council at its next regular meeting, to show cause, if any, why its franchise should not be revoked.

CLAIM FOR DAMAGES.

Charles H. Parkes sent in a demand for $10,000 damages for personal injuries, claiming that while he was walking for the city hall August 8, a trench near the mouth of Ninth avenue, he was injured through the caving in of earth and gravel. Referred to committee on claims.

THE BONDS QUESTION.

City Treasurer Morris reported that he was unable yet to take any action in the matter of the $500,000 refunding bonds, because the check for the deposit of $26,000 had not reached him from Rollins & Sons, the purchasers of the bonds. Mr. Morris referred to a communication from Rollins stating that they had arranged with Wells Fargo & Co. to take up the old bonds, present them to the treasurer for payment and cancellation and obtain a like amount of new bonds, for which the bank is to pay $1,005.75 for each $1,000 bond, deducting a proportionate amount of Rollins' deposit of $26,000 when the deliveries aggregate $26,000 or more.

Referred to the committee on finance.

MISCELLANEOUS MATTERS.

Frank Assell, recently appointed a member of the fire department, by Mayor Clark, was confirmed on the recommendation of the committee on fire and police.

Peter Moore, a market gardener, at Parley's canyon, complained that his garden and orchard was dying for want of water since Parley's canal had been abandoned. Moore says he is 72 years old, in poor health and will be ruined if water is denied him. He claims title to sufficient irrigation water. Referred to committee on irrigation, with instructions to report at next meeting.

The report of the special committee on the present and future street pipe for the purpose of bringing water from the Jordan river for sprinkling purposes was received, but action was postponed for one week. The estimated expense, a sufficient number of poles with the necessary cross-arms to admit of lighting the city with 400 arc lamps, the city to have free access to and use of said poles and cross-arms during the life of the franchise.

And said company further agreed, upon receiving five months' notice at any time during the year 1897, to increase its electrical power to a total of three times from the expiration of said five months' notice, the equivalent of 200 horse power in electrical energy, or so much thereof as the city might deem necessary to be used for municipal lighting. Said energy to be in such form as required by said city, all night and every night service, at the stipulated price of $75 per each electrical horse power per annum, the city to have the option to renew said contract for an additional term of three years, at the above stipulated price, or at any lower rate at which the company might be selling electrical energy at the time of the renewal of the contract, and the city to have the right to renew the contract upon the terms and conditions at the end of each contract period during the life of the franchise.

And it was further agreed, as a condition of the franchise, that if the Utah Power company should fail or refuse after fifteen days notice in writing from the mayor, to abide by and perform any of the conditions of said franchise, to be to it kept and performed, said franchise might thereupon be revoked by the city council.

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