STREET PAVING MEETING.

Strong Pleas to Use Home Materials Made Last Night.

COMPETING COMPANIES HEARD.

Janney's Resignation as City Marshal Accepted.—Policemen Appointed.—That Park-Keeper.

There was a special meeting of the City Council last night for the purpose of considering the advisability of rescinding the contract entered into by the board of public works with the Barber Asphalt company of New York for grading, curbing and paving with stone blocks and asphaltum Main street, between South Temple and Third South streets, and First and second South streets, between State and West Temple streets, in all eight blocks.

The Councilmen present were: Rich, Hardy, Pollard, Harries, Moran, Bell, Eccles, Wandell, Hess, Beardsley, Simmons, Lawson.

In the absence of President Loofbourow Horn was chosen chairman, and in the absence of Recorder Stanzer, his deputy, Mr. Ellis urlb, performed the clerical labors.

The auditorium of the Council chamber was filled with the representatives of the contending paving companies and their friends.

THE RULES SUSPENDED.

Under a suspension of the rules the following communications from the Mayor and marshal were read:

THAT PARK KEEPER.

The following from the Mayor was read:

To the President of the City Council:

In regard to the resolution introduced by Councilman Lawson relating to the park keeper, and referred to me, I beg to state that the waiving of the examination in rules and duties, it is asserted herein that the park keeper's duties are the problem, among other things, is constituted by "the indiscriminate collection of flowers for private use." Upon such a vague and uncertain charge as this I would be against all precedent to call upon the accused to answer.

These instructions ought not to have been made unless the charge is in possession of the facts. Common fairness to the park keeper, who bears a good reputation in the community, demanded that the facts should have been served with such particularity as to advise the accused of what he was required to meet. When such a charge shall have been made I will call upon the park keeper to answer his accusers, but not until then.

In regard to the other matters of the resolution I ask that a committee, composed of one councilman from each ward, be appointed to make an investigation and report the results to the Council.

Moran moved that the communication be received and filed.

Lawson said he did not understand why Moran had made such a motion. The charges in the communication were all true. Besides that he knew that there were a great many other charges against the present park-keeper which could be substantiated by a visit to the park. He would ask Moran to visit the park or drive there and show him that his statements were not reckless.

Wandland moved that a special committee of five, one member from each precinct, be appointed to investigate the charges. Carried.

HOME POLICEMEN.

The following from the Mayor was also read:

To the President and City Council:

Gentlemen—I hereby appoint M. Cantelon as policeman in the place formerly occupied by C. L. Pratt; also H. S. Walker in place of Jas. Cassels; also W. F. Hill and M. Estes as policemen on the regular police force, respectfully submit these appointments for confirmation.

In this connection I call your attention to the third section of an act amending municipal ellas, page 36 of revised ordinances, which provides that the Mayor shall have power to appoint by and with consent of the council, the superintendent of the police, the number of which appointments from time to time is presented to the City Council.

After diligent search I have been unable to find any authority conferred by statute, fixing the number of the regular police. The requirements of the police service demands at least five more regular officers in addition to the number which will compose the force after the confirmation of the persons above specified. The confirmation by the Council will cause the omission by the Council in the number, yet I think it would be better for the Council, by ordinance or resolution, to fix some limit. Respectfully submitted.

Committee on police.

JANNEY'S RESIGNATION.

The resignation of Edgar M. Janney as city marshal and jailor was read.

Lawson moved to refer the matter to the committee on police.

Moran moved to amend by accepting the resignation. He took it for granted that when a man tendered his resignation he meant business.

Bell said he didn't comprehend why some of the gentlemen were so ready to step at the bait offered. It would go to a committee for investigation. He didn't believe in kicking a man when he was down.

The resignation was accepted on a vote of eight to five.

FLESH FOR HOME PAVING MATERIALS.

Inspector of the Western Asphaltum company by the mouth of its president, Mr. Rudolph Wagner, and vice-president, Mr. Wagner, and vice-president, Mr. Wagner, who has proven that the Utah material is equal to the best kind of work, and as the advocate of this material will offer experiments to have taken place in the presence of the committee, and cause the experiments to be made by citizens of an impartial nature, remarks of the Turning, the interested citizens on the property desire to be heard especially urge that this material be used exclusively in the repairing purposes of Salt Lake City in future, provided it is satisfactory to the inspector and the board of public works. Having to pay for these improvements themselves, we believe we have a right to influence the choice of material used.

W. S. McCornick, 174½ feet, corner Main and First South.

Hardy Young & Co., 30 feet, Constitution Building.

Henry Dinsdale, 174½ feet, Congress building.

Henry Dinsdale, 187 feet, Main and First south.

H. G. Cutler estate, 66 feet, First South.

John R. Winn, 50 feet, First South.

Young Men's company, 171½ feet, Main street.

Elias A. Smith, 25 feet, First South.

M. S. Commissioner, cashier, 171½ feet, First South.

Thomas R. Cheesbrough et al., 174½ feet, First South. We want Utah rock blocks like the crossings.

J. H. Clawson estate, 50 feet, First South street.

F. W. Hudson, 26 feet, First South street.

O. H. Young, by Fuller & Young, 40½ feet, First South street.

Hannah Hagen, by Fuller & Young, 26 feet, First South street.

Ann C. Beers, 50 feet, First South street.

Home Savings Bank and Trust company, 43 feet, Main street.

The State Bank of Utah, 50 feet, First South street. We want some of home material, but not sufficiently acquainted with the Western Asphalt Company to endorse it.

C. C. M. L. by W. H. Rowe, 100 feet, Main street.

C. C. M. L., by W. H. Rowe, 25 feet, Main street.

A. Dodt, 100 feet, Main street.

John C. Cutler, by J. H. Cutler, 25 feet, Main street, same as Home Bank.

O. A. Woolley, 50 10-12 feet, Main street.

Salt Lake Dramatic Association, 111 feet, same conditions as Home Bank.

J. P. Frisbee, 25½ feet, same conditions as Home Bank.

John McDonald, 25½ feet, Main street.

Thomas Cooke for Teasdel, 50½ feet, Main street.

George Q. Cannon & Sons Co., 50 feet, Main street.

Home Fire Insurance Company, H. J. Grant, president, 50 feet, Main street.

Home Life Insurance company, H. J. Grant vice-president, 50 feet, Main street.

Manley Harrows estate, 100 feet, Second South street.

Literary and Scientific association 125 feet, East Temple street.

D. Jones, 50 feet, south Main street.

Phillip Pugsley, 50½ feet, second south street.

Andrew Gebhardt, 50 feet, Second South street.

Commercial National bank, 50 feet, Second South street.

Commercial Book association, 50½ feet, Second South street.

H. Hardy, 24½ feet, Main street.

O. H. Harry, 100 feet, Second South street.

Joseph S. Richards, 50 7-12 feet Main street.

H. J. Richards, 25 feet, Main street.

Brigham Young Trust company, by Spencer Clawson, treasurer, 66 feet, First Ward, East Temple, etc.

John H. Bailey, 32 feet, Second South street.

Dr. Wm. H. Groves, 25 feet, East Temple street.

George Romney, 75 feet, Main street, between Second and Third South.

Carl C. Anderson, by H. H. Shelley, 50 feet, South Temple and First South street.

Utah Stove and Hardware company, T. A. Williams, 50 feet, First South street.

Thomas Stoddard, 25 feet, East Temple street.

G. F. Culmer & Bros., 24 1-2 feet, First South street.

John Hepworth, 24½ feet, Main street.

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J. W. Richards, 25 feet, First South street.

Daniel Weaver, 24 8-12 feet Main street.

A. G. Smith & Co., 50½ feet, corner Main and second south street.

J. R. Pardoe, agent, 50 feet, Second South street.

C. W. Whiting, 50½ feet, Main street.

William H. Foster, 25 feet, Main street.

Hooper & Sons, 50½ feet, Main street.

John Leslie, 66½ feet, Main street.

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Green Park, 50½ feet, Main street.

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DON'T COME FROM SOUTH AMERICA.

W. H. Rowe and others also submitted a similar petition, in which they stated that home material be given the preference. The Cohen-Jennings Paving company was a purely home firm of contractors, and they thought that the people who will have to pay the respectively should have some voice in the selection of the material to be used. The Culmer-Jennings Paving Company also protested against the use of Barber asphalt. The home company showed that it had done good work in various parts of the city; that the Barber people had their asphalt from South America, and that it has never spent one dollar in the development of the city or country. On the other hand if the contract was awarded to the home company the money would be spent here. The home company had spent $50,000 in putting in a plant, and it thought the citizens would all prefer that the work be given to Salt Lake people.

HOME REASONS WHY.

The Culmer-Jennings Company's protest against the offer of the business men to make the difference between the Culmer-Jennings Company and the lowest bidders were also read.

Then came another lengthy communication, asking that home material be used, signed by A. Cooke, Charles H. Snodgrass, Utah Bank and Stationery Company, D. M. McAllister, I. M. Wandell, S. W. Duke, P. T. Spalding, S. B. Newman, George Crandall, George D. Alder, George D. Alder & Son, Robert Coughorn, George Arbogast, A. W. Taylor, Heber Young, Fuller & Young, David Evans, E. J. Skeans, Nathan Sears, Webb & Peterson, John H. Wolfe, Jacob A. Udell Meat company, Fred J. May, Wagnall & Co. and S. A. Kenner.

RYAN AND GRIFFIN'S CONTENTION.

Gentlemen—We beg leave to lay before you a few facts and suggestions in regard to the disappointment accorded to us in favor of the Barber Asphalt company in lieu of our Utah Asphalt company in lieu of the kind of work, and as the advocate of this material we offer experiments to have taken place in the presence of the committee, and cause the experiments to be made by citizens of an impartial nature, remarks of the Turning, the interested citizens on the property desire to be heard especially urge that this material be used exclusively in the repairing purposes of Salt Lake City in future, provided it is satisfactory to the inspector and the board of public works. Having to pay for these improvements themselves, we believe we have a right to influence the choice of material used.

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First—The bid of the Barber company was and is individual and not common to artisan's and (2) of information to bidders, and under the rules established by the board should not have received any consideration.

Second—The board made an unfair and misleading estimation in show the difference in the total price under our respective bids. Instead of our bid being $20 the lowest, as erroneously reported by the board, it is actually $1,325 the lowest, as will fully appear from the following statement. The estimator of the city engineer of the amount of work and material involved in the contract is

Blake lineal feet of block paving.
Thousands of square feet of asphaltum paving.

The Barber Company's bid is:

[illegible]

Total.....$16,[illegible]

Ryan & Griffin's bid is:

[illegible]

Total.....[illegible]

Difference in favor of Ryan & Griffin, $1,325.
This difference is about 8 per cent.

Third—The board is mistaken when they assert that the standing resolution and record of the Barber company is such as to entitle it to special consideration. Its record in Omaha, Denver, St. Joseph, New York and Buffalo and other cities where it has operated and bad payments is such as to cause any person or corporation dealing with it to use great caution and to receive all doubtful opinions.

Fourth—We are grading and paving curbs, machinery and materials to hand and is our command that will enable us to commence and vigorously prosecute the work within fourteen hours after the contract is awarded us.

Fifth—We are citizens and taxpayers of Salt Lake, and will employ Salt Lake workmen and use Utah material, unless the center or board of public works desire other material, when we are willing, ready and able to comply with their wishes.

Sixth—We offer as bondsmen the well known capitalists and citizens of Salt Lake City, Matthew Cullen and Alden G. Campbell. Instead of bonds in the sum of $5,000 as required by the board for the faithful performance of the contract we stand ready and offer to give bonds for the full amount of the contract price, or $140,000.

In conclusion let us say we offer to stand and fulfill the contract with first class work and material, under a perfect bond and guarantee to the city, and at a price absolutely $1,325 lower than any other bidder.

Gentlemen, will you not award us this contract? Respectfully submitted.

RYAN & GRIFFIN, Contractors.

Accompanying the above communication was the following affidavit:

D. S. Griffin and P. L. Reese, being duly sworn, say that on or about Monday, Aug. 1, 1892, in behalf of Ryan & Griffin, bidders for paving, we took and deposited in the name of the board of public works all the samples of the articles and materials called for by the advertisement and instructions to bidders on the contract to pave Main street, First and Second South streets. These samples were properly marked and sealed, and included a sample of grade and consistence to be used in paving and curbing. Each asphalt, California asphaltum, asphaltum rock, cement, sand and gravel. That if the same were lost, removed or stolen it was not with the knowledge, consent, or procurement of said John H. Griffin; that on the 10th day of August we learned for the first time that some of said samples had been missed or lost; that this was in no manner the fault of the said Ryan & Griffin, and said Ryan & Griffin now tender to the board of public works and the Council samples of said articles and materials.

D. S. GRIFFIN,
P. L. REESE.

THE PAVING CONTRACT.

The board of public works submitted the contract for the Main and First and Second South street paving, stating that the committee had executed a bond in the sum of $35,000 with John Sharp and C. W. Lyman. The board then says that the bid of the Barber company is $175 higher than the lowest bid, and gave the following reasons for according the higher bid: First, the Barber company is an old established company, having long experience and a national reputation as contractors for asphalt pavements, therefore, they have every facility necessary to execute the work, and are able, in our opinion, to do it more promptly and efficiently than any other bidder. Third, it is the unanimous opinion of this board that the interests of the property owners will be best served by awarding the work to the Barber company, and we therefore act and recommend accordingly.

The bids were as follows:

Culmer-Jennings Paving company of Salt Lake City—

Curbing.....[illegible] per linear foot
Paving with granite blocks [illegible]
Paving with asphaltum.....[illegible]
Paving with asphalt.....[illegible]
Paving with bituminous or [illegible]
Sidewalks.....[illegible] per square yard
Crossings.....[illegible] per square yard
Total.....[illegible]

Barber Asphaltum Paving company of New York, by Parsons, attorney in fact—

Curbing.....[illegible] per linear foot
Paving with granite blocks.....[illegible] per square yard
Paving with asphalt.....[illegible]
Paving with bituminous or asphaltum rock.....$1.19 per square yard
Sidewalks.....[illegible] per square yard
Crossings.....[illegible] per square yard
Total.....[illegible]

Ryan and Griffin of Salt Lake City—

Curbing.....[illegible] per linear foot
Paving with granite blocks.....[illegible] per square yard
Paving with asphalt.....$2.25 per square yard
Paving with bituminous or asphaltum rock.....$2.25 per square yard
Sidewalks.....[illegible] per square yard
Crossings.....[illegible] per square yard
Total.....[illegible]

Barber Asphaltum Company of New York, by F. G. Cutler, attorney in fact—

Curbing.....[illegible] per linear foot
Paving with asphalt.....$1.[illegible] per square yard
Total.....[illegible]

Ryan and Griffin—

Curbing.....[illegible] per linear foot
Paving with asphalt.....$1.[illegible] per square yard
Total.....[illegible]

Culmer-Jennings Company—

Curbing.....[illegible] per linear foot
Paving with asphalt.....$1.