

OTHER SIDE OF WATER PROBLEM

Attorney Phipps Replies to Assertions by Water Committee—Claims Wasson Canyon Springs Has Insufficient Flow to Supply City of Medford.

Medford, Or., May 6. To the Editor: While the Tribune sustains the water committee and the members of the city council in the purchase of the Wasson canyon water rights, its editor is to be commended for liberality in printing what the opposition has to offer. This metropolitan characteristic will perchance bring the red apple blush to the cheek of the average country editor, but it speaks volumes for the progression of Medford's daily newspaper.

From your issue of the 4th instant, under the headline, "Plenty of Water for Medford," I take the following excerpt:

"The committee members assert that they accepted the only proposition in sight that had a guarantee attached, and it is further set forth that if additional water is needed it can be secured from the north fork of the Little Butte, the same pipeline and survey being used.

City Engineer Osgood states that the pipeline will not be completed for a year at least, and that in the meantime accurate data will be collected regarding the flow of Wasson canyon springs. As regards both quantity and quality, there is no question but that the city has made no mistake."

In a business proposition a guarantee is accepted as a sign of weakness. An indemnity bond is never necessary when a good commodity is purchased. What profiteth a bond of \$15,000 or \$25,000 to the city of Medford after it has spent \$300,000 in building a pipeline to the head of a dry gulch?

Certainly no man of business judgment would spend the means and a year's time in building a pipeline if he had in the meantime, to ascertain whether or not there was a sufficient supply of water. Everybody but the committee who has visited this "canyon" in the dry seasons says it is insufficient. Suppose, after the pipeline is done, or at least well under way, it should develop that everybody else is right and the committee wrong, what then would the city do? Pay \$25,000 to the owners for an additional amount from Little Butte? Whatever the amount, this very important point is undisputed.

The creek which it is proposed to pipe is formed from certain springs and seepage covering a considerable area of land. Cattle, hogs and other stock run at large and during warm weather drink from and stand and wallow in these waters. Physicians say that this is the worst of all sources of contamination. Not only so, but water tastes some better without the bovine excrement. In the deal the city gets none of the land and consequently has no right to fence or otherwise protect the water. Even with "a guarantee attached," is this a good buy for the city? Besides, the "guarantee" expressly excepts riparian owners. The guarantee in effect amounts to nothing.

Why did not the committee investigate Rogue river or Big Butte, where the supply is known to be ample guarantee or no guarantee.

The quality of Big Butte water is unsurpassed, while Rogue river water is better than that used by hundreds of eastern cities. If filtered it would be perfectly pure. Grants Pass makes out with it and it would not require \$300,000 to supply Medford with filtered water from Rogue river. What evil star led the committee away off into Wasson canyon after "guaranteed" water? What will the Oregon board of health do in the matter?

W. E. PHIPPS.

For Irrigation of Rogue Valley Lands

Now is the opportunity for ranchers, farmers and orchardists to secure an ample supply of irrigation water, and at the same time interest a large amount of capital in the valley.

Kuhn Bros., bankers of Pittsburg, Pa., have agreed to take hold of the Fish Lake Ditch company, complete the system, enlarge it and irrigate the entire Rogue River valley, providing enough property owners sign agreements for the water to prove that there is an actual demand for irrigation. The contracts are to be placed in escrow, and if water is not speedily supplied, are to be returned.

An investment of millions will follow. It is the first real chance land owners have had. Water will double the value of all land. See or write L. N. Hamilton, Medford, at once and he will explain details. If the land is not signed up within a few days the deal will be off.

ORDINANCE NO. 151.

An ordinance authorizing and directing the execution of a contract for the construction of a water distributing system for the City of Medford, Oregon, and prescribing the form thereof.

City of Medford doth ordain as follows: Section 1. The mayor and the recorder of the city of Medford, Oregon, are hereby authorized and instructed to enter into and execute a contract with the Jacobsen-Bade Co., in words and figures as hereinafter set forth upon execution by the said Jacobsen-Bade Co. of the bond in said contract provided:

Following is the said form of said contract:

PROPOSAL.

Medford, Oregon, April 21, 1908. To the Hon. Mayor and City Council, Medford, Oregon. Gentlemen: The undersigned hereby propose to construct waterworks for the

city of Medford, Oregon, in accordance with the plans on file in the office of the city recorder of Medford and the attached specifications and contract, for the following prices:

- Excavating and back filling trenches, per cubic yard\$0.85
- Hauling and Laying Cast Iron Pipe. 12-inch pipe, per linear foot..... .18
- 10-inch pipe, per linear foot..... .13
- 8-inch pipe, per linear foot..... .10
- 6-inch pipe, per linear foot..... .08
- 4-inch pipe, per linear foot..... .06
- Hauling and placing cast iron tees, crosses and curves, per pound..... .04
- each..... .6.25
- Hauling and placing hydrants, valves and valve boxes, including Valve Boxes. 12-inch valves, each.....\$1.00
- 10-inch valves, each.....\$3.50
- 8-inch valves, each.....\$2.75
- 6-inch valves, each.....\$2.50
- 4-inch valves, each.....\$2.00

We agree to complete the work on or before the first day of August, 1908. A certified check for five (5) per cent of the amount bid, in favor of the treasurer of the city of Medford, is herewith enclosed, which we agree to forfeit to the city of Medford if we shall fail to execute the attached contract and furnish the required bond, to be approved by the mayor and the city council, within ten days after being notified of the acceptance of this proposal.

JACOBSEN-BADE CO., By C. E. BADE, President.

SPECIFICATIONS.

Material to Be Furnished by the City. The cast-iron pipe, special castings, hydrants, valves and valve boxes will be furnished by the city of Medford, delivered to the contractor in good condition at the railroad station in Medford. They shall be hauled to the work and placed by the contractor, and all pipe, special castings, hydrants, valves and valve boxes injured in handling shall be replaced by and at the expense of the contractor.

Tools and Material to Be Furnished by the Contractor. The contractor shall furnish all the necessary tools and appliances for doing the work, and the city shall furnish the lead and oakum for the joints. The lead shall be pure soft lead.

Construction. The waterworks shall be constructed in accordance with the following specifications:

Excavating. The trench for the pipe shall be excavated to line and to the grade shown on the profiles, and it shall be one foot wider than the outside diameter of the pipe. Opposite the pipe joints the trench shall be excavated two feet wider than the outside diameter of the pipe and six inches below grade for a length of one and one-half feet, for the bell holes. Any material taken out in excess of the above stated dimensions will not be paid for. The material shall be deposited not less than two feet from the side of the trench. Excavation and backfilling shall be paid for by the cubic yard, measured in the excavation.

Backfilling. The material filled around and over the pipe for a depth of four inches shall be fine material. The balance of the trench shall be filled with scrapers or shovels, and the surplus material deposited in a ridge over the pipe to allow for settling. On the streets that are to be paved this year the backfilling shall be sprinkled and thoroughly tamped in four-inch layers until compact. On the other streets the backfilling shall be thoroughly settled with water. The trenches shall not be backfilled until the pipe has been tested and accepted.

LAYING CAST-IRON PIPE.

The pipe shall be laid with a bearing the full length, the spigots tight against the bottom of the hubs and the inner surface of the pipe even at the joints. Yarn gaskets shall be calked tightly into the hubs, the joints filled flush with lead at one pouring and the lead thoroughly calked into the joints until they are water tight. The depth of lead in the joints after calking shall be not less than two inches. The inside of the pipe shall be kept clean and free from earth and gravel after it is laid. Whenever pipe laying is stopped at the ends of the pipe and the outlets in all crosses and tees shall be plugged until the connections are made.

Distributing System. Street mains, valves and hydrants shall be put in as shown in red on the map of the city.

The necessary cast-iron tees, curves and crosses shall be put in for connecting the mains and hydrants and for the proposed extensions shown on the map in dotted lines. The outlets for these extensions shall be plugged with cast-iron plugs, leaded in.

Hydrants shall be set ten feet from the street main and four and one-half feet deep. The hydrant connections with the street mains shall be four-inch pipe of the same kind as the street mains.

Valves, with cast-iron valve boxes, shall be put in opposite the block corners where shown on the map.

A stone of concrete block eighteen shall be put in back of each hydrant and the special castings where there is danger of the joints blowing off.

The street mains shall be laid twenty feet from the property lines and to the grades shown on the profiles.

The present street mains that are to be left in are shown on the map in green. These mains shall be connected with the new system where connections are marked on the map.

Testing. When the distributing system is completed, the pipe shall be filled with water and subjected to a pressure of 100 pounds per square inch for not less than twelve hours without leaking and until accepted by the engineer; or, the pipe system may be tested in sections in the same manner, if so ordered by the engineer. The city will do the pumping necessary to make these tests without charge to the contractor. The distributing system shall be made water tight and all defects made good by and at the expense of the contractor before the work will be accepted by the engineer.

Maps, Profiles and Plans.

The maps, profiles and plans accompanying these specifications, on file in the office of the City Recorder of the City of Medford, are as follows: Map of city distributing system. Profiles of street mains.

How Work Shall Be Done.

All work shall be done in a first-class, workmanlike manner, according to the plans and specifications and to the acceptance of the engineer. The work shall be done in the order directed by the engineer.

Engineer.

Wherever the word "engineer" is used in these specifications, it refers to the engineer employed by the city of Medford to supervise the construction of the waterworks.

All Work and Material to Be Approved by the Engineer.

All work and material shall be to the satisfaction and acceptance of the engineer. No material shall be used until it has been inspected and approved by the engineer.

Competent Men to Be Employed.

Competent men shall be employed to do the mechanical work, and if any man employed is incompetent, careless or objected to by the engineer, he shall be discharged.

Bridges and Guards.

The contractor shall provide bridges and guards and red lights at night at all road and street crossings during the time the trenches are open.

The foregoing ordinance was passed by the city council this 21st day of

April, 1908, by the following vote, to-wit: Trowbridge, aye; Ebert, aye; Merriam, aye; Hafer, aye and Wortman aye; Olwell, absent.

J. F. REDDY, Mayor.

Attest: BENJ. M. COLLINS, City Recorder.



Be Gosh! What is this thing I see? A Cuban Presidential bee?

There's always something occurring in Cuba to command our attention and interest in our next door island republic. Just now the Cuban presidential campaign promises to be equally as warm and interesting as our own. Your enthusiasm will be aroused to its highest pitch once you smoke our DEL MARCA 15c cigars. Our cigars prove a pleasing smoke to critical individuals. Manufactured by R. R. V. CIGAR WORKS.

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PARTIAL LIST OF BLANKS

Warranty Deed	Quitclaim Deed	Bond for Deed
Mortgage	Mortgage	Lease
Long and Short Form	With Tax Payment Provision	Agent's Contracts
Satisfaction of Mortgage	Option to Buy Land	
	MISCELLANEOUS	
Transfer of Lien	Bill of Sale	Chattel Mortgage
Power of Attorney	Liquor License Forms	Acknowledgment
Mechanic's Lien	Notice to Trespassers	Confession of Judgment
Water Right	Creditor's Claim	Covers for Blanks
	Against Estate	
	FOR RENT, FOR SALE, FURNISHED ROOMS, ETC. (on card-board)	
	MINING	
Placer Location	Quartz Location	Water Right
Bond for Deed	Oregon and U. S. Forms	Contract to Sell
Miner's Lien	Deed	Proof of Labor
	JUSTICE OF PEACE	
Summons	Civil and Criminal Subpoenas	Attachment
Execution	Garnishment	Underlying and Affidavit
Judgment Transcript	Cost Bill	Summons
Commitment for Trial	Notice to Jurors	Cost Bill
Search Warrant	Civil Complaint	Search Warrant
		Notice to Jurors
	PROBATE	
	Petitions for Letters of Administration, Administrator's, Executor's and Guardian's	
	Bonds and Bonds Under Setting Apart Property Exempt from Execution; Order	
	Confirming Sale of Real and Personal Property; Citation; Commission to Appraisers;	
	Letters of Administration; Inventory and Appraisement; Proof of Will; Letters	
	Testamentary.	
	CIRCUIT COURT	
Attachment	Undertaking and Affidavit	Summons
Notice of Garnishment	for Attachment	Cost Bill
Grand Jury Subpoena	Criminal and Civil Subpoenas	Execution
Indictment	Search Warrant	Notice to Jurors
Transcript of Judgment	Notice to Jurors	

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