

SPECIAL MEETING OF JULY 29th, 1959.

The meeting was called to order by Mayor Irwin at 8.05 pm. roll call; all council present. Also present were Att. Bettis, Supt Dunn and Recorder Lawrence.

The Mayor announced that the meeting was called to order for the purpose of discussing the report of the Water Committee.

Recorder then read the resignation of John .. Beck from the council.

H. Giger moved that the resignation of John W. Beck from the council be accepted.  
2nd by Eversole and motion was carried.

Dock stated that he would furnish water free of charge until Sept. 1st, 1959, but would like to rent motor for one dollar per horsepower per month.

Evercote nominated Earl Oliver for the seat on the council.

Anderson " Harold Oathes " " " " " "

Ballot was taken, with 4 votes for Oliver and 1 for Oathes. Oliver elected.

Council then took a short recess awaiting the arrival of Oliver.

After Oliver appeared and was sworn in, Recorder read the original proposal of John Beck .

Att. Bettis read the report of the Water Committee on contract with John Beck.

After council and Beck discussed several points on the report, Beck stated that he would have his counter proposal at the next regular meeting of the council.

11. G. J. Ger moved that the meeting be adjourned, 2nd by Eversole and motion was carried.

Meeting adjourned at 9.10 pm.

Geo. W. Irwin  
George W. Irwin, Mayor

F.G. Lawrence  
F.G. Lawrence, City Recorder

July 24, 1959

The Honorable George W. Irwin, Mayor  
City Hall  
Canby, Oregon

In re: Report of special Water Committee

Your Honor:

The Special Water Committee, consisting of Councilmen Virgil Giger, Rex Eversole and Fred Stefani, together with Wade P. Bettis, attorney for the City of Canby, held a meeting of their Committee on July 23rd, 1959 to consider the water problems of the City and as directed by yourself at the regular meeting of the Council held on July 20th, 1959.

A brief discussion was had by the Council relative to the standing proposal of Neal Thompson, but further consideration by this Committee of Mr. Thompson's proposal was postponed for the time being, and with the understanding that it would be considered by this Committee in the near future and in conjunction with the overall water problems of the City and the plan for their solution.

The primary consideration of the Committee at this particular meeting was in regards the proposal of Councilman Beck. This Committee unanimously adopted the following proposal, which if approved by a majority of the entire Council should then be submitted to Mr. and Mrs. Beck for their consideration.

The Committee recommends as follows:

1. That the City of Canby enter into a written agreement with Mr. and Mrs. Beck for the purchase of water at the rate of \$150.00 per month, and payments to commence on the day following Mr. Beck's resignation from the City Council.

- a. Mr. Beck to furnish water to the City without charge until he resigns his Council post.

- b. The City of Canby is to pay the costs of hooking or making connection to the Beck well, and including the cost of the temporary hook-up if the same is made, and the City will also stand the cost of electricity used for pumping water during both temporary use and the term of any written agreement.

2. A written agreement with the Becks should contain a guarantee on their part that they would furnish a minimum of 350 gallons per minute, and if the water supply drops below this figure for a period of more than 24 hours at any one time then the payments required to be made by the City shall be reduced proportionately for each 24 hour day or fraction thereof that water production is below the 350 gallon per minute guarantee. If production cannot be increased within 5 days to the guaranteed amounts then the City may at its option elect to terminate the agreement and without added cost to the City or any liability whatsoever.

3. The Becks would maintain their well at their own expense and furnish necessary easements to the City for

making connections to and subsequent servicing of the pump. The Becks would be reserved a two weeks period each Spring for servicing the well and payments to be made by the City would not be abated during this two weeks servicing period even though the well and its production would be curtailed partially or completely during the period.

4. The Becks to furnish the pump, switch and panel, chlorinator and all parts and equipment necessary to pump the water into the City's main at main pressure or into an elevated tank as may be required by the City. The pump and all equipment connected therewith located at the well site and necessary for water pumping, but other than transformers and wiring, shall belong to the Becks, but the City shall maintain and repair the pump with normal servicing and minor repairs which might be required from time to time, but any replacement of the pump or major parts thereof or of casing, pipe, etc., and other repairs or improvements of a capital improvement nature are to be paid by the Becks.

5. Becks to guarantee the quality of the water for human consumption and in accordance with the rules and requirements of the State Board of Health, and also to guarantee that the well meets with specifications of the Oregon State Engineer for wells of a similar type and kind and used for human consumption purposes.

6. The agreement between Becks and the City to continue for a period of 10 years and thereafter until terminated by either party on six month's prior notice. After 10 years of purchasing water under the agreement the City to have an option to purchase the well and all equipment owned by Beck and used in connection therewith and together with an adequate amount of land on which the well is located and for a price to be paid by the City as may be agreed upon between the parties but not exceeding the sum of \$15,000.00. The option reserved to the City to purchase the well, etc., shall continue so long as the agreement is continued and up to and including the time of notice by Beck of termination. However, if the option to purchase is exercised at any time after the initial 10 year period then the price to be paid by the City will be equal to the sum of \$15,000.00 reduced at the rate of 1/2 percent per month for each month of water purchase under the agreement. In other words, if the City elected to purchase at the end of eleven years, the price to be paid would be \$14,100.00 and reducing each month thereafter to a sum not less than \$6,000.00.

It is understood that there are many other details that should necessarily be covered in the final draft of any agreement, but the foregoing is a general recommendation with the important points considered. It was considered by the Committee that minor details not covered in this report would be of a relative inconsequential nature and could certainly be negotiated without difficulty on the part of any of the parties.

One part might be the reserve rights of Becks to use water from the well for home use, and another point that wasn't considered by the Committee but which this writer makes mention of is liability insurance on the premises. Another minor point to be included in

any agreement would relate to restoration of Beck's premises upon any termination of the agreement.

Respectfully submitted:

A handwritten signature in cursive script, appearing to read "Wade P. Bettis".

Wade P. Bettis, Attorney for the  
City of Canby, for  
Special Water Committee

WPB:dp