

MINUTES OF SPECIAL MEETING OF THE CITY COUNCIL OF O'NEILL, NEBRASKA

(Continued from page 5.) street lighting system and furnishing electric energy thereto during the term of this contract, a consideration computed upon the following schedule of rates, to-wit: SERVICE CHARGE:

One Hundred Twenty Seven Dollars (\$127.00) per month. ENERGY CHARGE: (In addition to service charge)

Three cents (3c) per KWH for all electric energy consumed by the street lighting system.

Provided that said consideration shall not be less than the sum of One Hundred Twenty Seven Dollars (\$127.00) each month during the term of this contract.

III. That the Company shall, as soon as practicable after the end of each month, render a bill to the Municipality for the operation and maintenance of said street lighting system and the furnishing of electric energy thereto during the preceding month, and the Municipality shall pay said bill within fifteen days from the date of presentation thereof.

IV. That the Municipality hereby represents that it has taken due

SALESMEN WANTED

MEN WANTED for Rawleigh Routes in O'Neill. Write today. Rawleigh Co., Dept. NBF-252-SB, Freeport, Ill. 3-4p

WANTED TO BUY

A CHILD'S BED in good condition. Call Phone No. 39. 6-2p

I have a buyer for a modern house. —R. H. Parker, O'Neill. 3tf

FOR SALE

NIC-SAL for lice. Paint it on the roosts. Cheap too.—O'Neill Hatchery. 6-1

GOOD USED Grain Binder and Farmall mowers.—F. M. Keating & Sons, Atkinson. 6-3

FARMERS—Bring your barrels to the New Deal Oil Co., O'Neill. Kerosene, 7 1/2 cents gal; Tractor Fuel, 8 1/4 cents gal; Axle Grease 25 lbs. 99c; Gun and Cup Grease, 25 lbs., \$1.49; Machine Oil, 30c Gal.; Harness, Separator and Oil for Maytag Washington Mochines, 40c per gal.; 5 gal. Transmission Oil, \$2.00, including can. We guarantee our petroleum products to be as good as any brand you buy, regardless of price.—NEW DEAL Oil Co., O'Neill-Burwell-Ericson. 6-2

I HAVE a few young Hereford Bulls that I will offer for sale for a short time.—J. C. Stein. 5-2p

YELLOW GERMAN Roller Canaries; Singer \$2.50; Female 50c. Robert Novratil, Phone 137, W. Hancock Street. 5-2p

REGISTERED Hereford Bulls, from calves to 15 months.—Walter Sire, Inman. 52-7p

Q'S QUALITY Milk and Cream. The best by test, at John Kersenbrock's, or phone 240.—John L. Quig. 40tf

TRAVEL BY BUS

via Grand Island-O'Neill Stages Lv. 8:00 O'Neill Ar. 8:45 Ar. 12:15 Grand Island Lv. 4:15 Service thru to Hastings, Lincoln, Kearney, North Platte, Denver, Salt Lake, Boise, Portland, Los Angeles and San Francisco. For information call GOLDEN HOTEL Phone 35 We Carry Express

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and proper action, in accordance with the Statutes of the State of Nebraska, to appropriate sufficient funds for the payment of bills to be rendered hereunder and it agrees that if such funds shall be insufficient for that purpose it shall, at the time and in the manner and to the extent provided by the Statutes of said State, appropriate additional funds and/or assess, levy and collect a tax sufficient for the prompt payment of said bills.

V. That the Company shall, upon proper written request therefor from the Municipality, install additional overhead street lighting equipment and maintain, operate and furnish electric energy thereto, at the rates hereinabove specified and service charge as follows:

For each Overhead fixture \$1.00 per month For each Ornamental Post \$2.00 per month

Provided, however, that the Company shall not be required to install any such additional street lighting equipment during the last year of the term of this contract, or of any extension thereof, unless the Municipality shall give notice to the Company, evidenced by a certified copy of resolution or ordinance passed by its governing body, that it is going to and has elected to renew this contract for a period of not less than five years, and provided further that the Company shall not be required to extend its street lighting circuit farther than four hundred (400) feet for each additional overhead street light, and one hundred and fifty (150) feet for each additional ornamental post.

VI. That the Company shall operate and maintain said street lighting system at its own cost and expense, and shall patrol said system at least once each week and promptly replace all broken or burned out lamps.

VII. That the Company shall render good and sufficient service for the purpose of this contract but shall not be liable for failure of such service due to causes beyond its control.

VIII. That this agreement shall be and remain in full force and effect for a period of Five (5) years from and after the date hereof; provided, however, that the term hereof shall be extended an additional Five (5) years if the Municipality shall not, within sixty (60) days prior to the expiration hereof, notify the Company in writing of its desire to terminate the same at the end of said Five (5) years.

IX. That all contracts and agreements, written or oral, heretofore existing between the parties hereto and covering the subject matter hereof, (if there be any such), are hereby cancelled, and the Municipality hereby represents that it has by appropriate action repealed or amended all ordinances, resolutions and rules, or parts thereof, heretofore adopted by it in conflict with the terms hereof.

X. That the Municipality represents that this agreement has been duly authorized by a majority vote of its Council in accordance with the Statutes of the State of Nebraska, and certified copies of the proceedings therefor shall be promptly furnished to the Company for approval of its Council.

XI. That if any Section or part of a Section of this agreement shall be declared null and void by any competent authority, the remaining portions hereof shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, the day and year first above written.

INTERSTATE POWER COMPANY OF NEBRASKA, By Vice President.

ATTEST: Assistant Secretary, CITY OF O'NEILL, NEBRASKA, By Mayor.

ATTEST: Clerk. (SEAL)

TAXPAYERS NOTICE!

The second installment of the 1934 Personal Tax becomes delinquent on July 1. After that date we are compelled to issue distress warrants and turn them over to the Sheriff for collection, which will make an extra cost to the taxpayer. We are taking this method of calling your attention to this matter so as to save you the extra cost of a penalty. B. T. WINCHELL, County Treasurer.

NOTICE OF PROBATE OF WILL

Estate No. 2481 In the County Court of Holt County, Nebraska, June 13, 1935. In the matter of the Estate of Thomas E. McKenzie, Deceased.

Notice is hereby given that a petition has been filed in said Court for the probate of a written instrument purporting to be the last will and testament of Thomas E. McKenzie, Deceased, and for the appointment of John M. Grutsch as executor thereof; that July 5, 1935, at 10 o'clock A. M., has been set for hearing said petition and proving said instrument in said Court when all persons concerned may appear and contest the probate thereof.

C. J. MALONE, County Judge. (County Court Seal.) J. D. Cronin, Attorney.

After discussion the following motion, in the form of a resolution was proposed by Councilman Brennan and seconded by Councilman Protivinsky:

RESOLVED that the City of O'Neill, Nebraska, enter into a "Contract for Municipal Street Lighting", for a term of Five (5) years with Interstate Power Company of Nebraska, a Delaware Corporation, with offices in Dubuque, Iowa, in the form presented and read to the minutes hereof.

A roll call was had upon said motion, which resulted in the following vote: Noes Ayes Yantzi Protivinsky Brennan Hartly Uhl

The Mayor stated that the motion had been carried by a unanimous vote of all members of the Council present. C. W. PORTER, Clerk.

(SEAL) STATE OF NEBRASKA CITY OF O'NEILL CLERK'S CERTIFICATE I, C. W. Porter, the duly elected, qualified and Acting Clerk of the City of O'Neill, County of Holt, and State of Nebraska, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Minutes of a Special Meeting of the Council of said City held on the 12th day of June, 1935.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City this 12th day of June, 1935. C. W. PORTER, Clerk.

ORDINANCE NO. 156A

An Ordinance providing for the making of a contract for street lighting in the City of O'Neill, Nebraska, with the Interstate Power Company of Nebraska, a Delaware Corporation, and to repeal Ordinance No. 127A.

Whereas, the City of O'Neill, Nebraska, heretofore, on March 6, 1931, duly passed and enacted an ordinance authorizing the entering into a contract with the Interstate Power Company for street lighting and which contract, pursuant to said ordinance, was made and entered into and,

Whereas, in said contract it was provided that the City in the event the City failed within 60 days prior to the expiration of said contract to notify the Interstate Power Company, by resolution duly passed said contract would extend for an additional term of five years, and

Whereas, the City of O'Neill, Nebraska, and the Interstate Power Company, a Delaware Corporation, each respectively desires to terminate and cancel said contract and enter into the contract hereinafter set out in this ordinance. Said Interstate Power Company, by their local manager, who personally appeared before the City Council, waives notice of termination of said contract as provided for by Ordinance 127A, and

Whereas, the Interstate Power Company of Nebraska, a Delaware Corporation, is desirous of furnishing equipment for lighting the streets in the City of O'Neill, Nebraska, and furnishing electrical energy therefor and the said City is desirous of purchasing electrical energy for lighting the streets within said City, from said Company and

Whereas, the City of O'Neill, Nebraska, and the said Company, hereby mutually desires to enter into a valid contract for the purpose of lighting the City of O'Neill, as provided for and authorized in this ordinance, and

Whereas, said proposed contract is in words, figures and characters as follows: "CONTRACT FOR MUNICIPAL STREET LIGHTING"

THIS AGREEMENT, made and entered into in triplicate this 28th day of June, 1935, by and between INTERSTATE POWER COMPANY OF NEBRASKA, a Delaware Corporation, with offices at Dubuque, Iowa, its successors and assigns, hereinafter called the "Company," and the City of O'Neill, County of Holt, and State of Nebraska, hereinafter called the "Municipality";

WITNESSETH THAT, WHEREAS, the Company now owns and operates a street lighting system within the corporate limits of said Municipality, consisting of:

59 - 60 C. P. Lamps in Overhead Fixtures 34 - 100 C. P. Lamps in Ornamental Posts and

WHEREAS, the Municipality desires that the Company shall continue to operate said street lighting system:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

I. That the Company shall operate and maintain said street lighting system (including the renewal of lamps) and furnish electric energy for the same in accordance with the following schedule, to-wit: NUMBER IN USE—59; SIZE OF LAMPS—60 C. P. Lamps in Overhead Fixtures; HOURS OF BURNING—As Ordered by the Municipality.

That the Municipality may, upon proper written notice to the Company, order the size of the lamps and/or hours of burning changed to meet its desires. Provided, however, all of the lamps on each of the present circuits shall have the same hours of burning.

II. That the Municipality shall pay to the Company, each month, for maintaining and operating said street lighting system and furnishing electric energy thereto during the term of this contract, a consideration computed upon the following schedule of rates, to-wit: SERVICE CHARGE: One Hundred Twenty Seven Dollars (\$127.00) per month. ENERGY CHARGE: (In addition to service charge) Three cents (3c) per KWH for all electric energy consumed by the street lighting system.

Provided that said consideration shall not be less than the sum of One Hundred Twenty Seven Dollars (\$127.00) each month during the term of this contract.

III. That the Company shall, as soon as practicable after the end of each month, render a bill to the Municipality for the operation and maintenance of said street lighting system and the furnishing of electric energy thereto during the preceding month, and the Municipality shall pay said bill within fifteen days from the date of presentation thereof.

IV. That the Municipality hereby represents that it has taken due and proper action, in accordance with the Statutes of the State of Nebraska, to appropriate sufficient funds for the payment of bills to be rendered hereunder and it agrees that if such funds shall be insufficient for that purpose it

shall, at the time and in the manner and to the extent provided by the Statutes of said State, appropriate additional funds and/or assess, levy and collect a tax sufficient for the prompt payment of said bills.

V. That the Company shall, upon proper written request therefor from the Municipality, install additional overhead street lighting equipment and maintain, operate and furnish electric energy thereto, at the rates hereinabove specified and service charge as follows:

For each Overhead fixture \$1.00 per month For each Ornamental Post \$2.00 per month

Provided, however, that the Company shall not be required to install any such additional street lighting equipment during the last year of the term of this contract, or of any extension thereof, unless the Municipality shall give notice to the Company, evidenced by a certified copy of resolution or ordinance passed by its governing body, that it is going to and has elected to renew this contract for a period of not less than five years, and provided further that the Company shall not be required to extend its street lighting circuit farther than four hundred (400) feet for each additional overhead street light, and one hundred and fifty (150) feet for each additional ornamental post.

VI. That the Company shall operate and maintain said street lighting system at its own cost and expense, and shall patrol said system at least once each week and promptly replace all broken or burned out lamps.

VII. That the Company shall render good and sufficient service for the purpose of this contract but shall not be liable for failure of such service due to causes beyond its control.

VIII. That this agreement shall be and remain in full force and effect for a period of Five (5) years from and after the date hereof; provided, however, that the term hereof shall be extended an additional Five (5) years if the Municipality shall not, within sixty (60) days prior to the expiration hereof, notify the Company in writing of its desire to terminate the same at the end of said Five (5) years.

IX. That all contracts and agreements, written or oral, heretofore existing between the parties

hereto and covering the subject matter hereof, (if there be any such), are hereby cancelled, and the Municipality hereby represents that it has by appropriate action repealed or amended all ordinances, resolutions and rules, or parts thereof, heretofore adopted by it in conflict with the terms hereof.

X. That the Municipality represents that this agreement has been duly authorized by a majority vote of its Council in accordance with the Statutes of the State of Nebraska, and certified copies of the proceedings therefor shall be promptly furnished to the Company for approval of its Council.

XI. That if any Section or part of a Section of this agreement shall be declared null and void by any competent authority, the remaining portions hereof shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, the day and year first above written.

Therefore, be it ordained by the Mayor and City Council of O'Neill, Nebraska,

Section 1. That the City of O'Neill, Nebraska, hereby does enter into the aforesaid contract for lighting the streets within the City of O'Neill, Nebraska, with the Interstate Power Company, of Nebraska, a Delaware Corporation, and that the Mayor and City Clerk execute said contract on behalf of said City of O'Neill, Nebraska, and that the City Clerk duly attest said contract as provided for by law.

Section 2. That Ordinance No. 127A of the City of O'Neill, Nebraska, be, and it hereby is, repealed.

Section 3. This Ordinance shall be in full force and effect from and after its passage and publication as provided by law.

Passed and approved this 12th day of June, 1935. JOHN KERSENBROCK, Mayor.

ATTEST: C. W. Porter, City Clerk. (SEAL.)

ORDINANCE NO. 158A An Ordinance to regulate the speed of railroads, locomotives, trains and cars and to prescribe the penalty for violation of same and to repeal Ordinance No. 67.

Section 1. Be it ordained by the

Mayor and City Council of O'Neill, Nebraska, that it shall be unlawful for any railroad company to run, permit or cause to be run within the city limits of the City of O'Neill, any engine or locomotive cars or train of cars or hand-car or other vehicle at a speed greater or exceeding 25 miles per hour.

Section 2. Every railroad company so offending shall be deemed guilty of a misdemeanor and pay a fine of \$100.00 for each such offense. Said fine to be recovered by a civil action in the name of the State of Nebraska brought for that purpose before any Justice of the Peace, County Court or District Court in the State of Nebraska having jurisdiction of the amount in controversy. Providing further that one or more fines may be recovered in the same action.

Section 3. That Ordinance No. 67 be, and it hereby is, repealed.

Section 4. This Ordinance shall be in force and take effect from and after its passage, approval and publication.

Passed and approved this 20th day of June, 1935. JOHN KERSENBROCK, Mayor.

ATTEST: C. W. Porter, City Clerk. (SEAL.)

Henry Beckman made a business trip to Bloomfield last Sunday, returning that evening.

FREE!

Electric Mangle with Model 2-E Washer at its reg. price—Wheeler double Drain-A-Tubs with Power Washer—Electric Fan or Short Wave Aerial Kit with Electric Radio—10-piece quality Enamelware Set with purchase of a Corrado Refrigerator. NOW going on at Gamble Stores.

Section 3. This Ordinance shall be in full force and effect from and after its passage and publication as provided by law.

Passed and approved this 12th day of June, 1935. JOHN KERSENBROCK, Mayor.

ATTEST: C. W. Porter, City Clerk. (SEAL.)

ORDINANCE NO. 158A An Ordinance to regulate the speed of railroads, locomotives, trains and cars and to prescribe the penalty for violation of same and to repeal Ordinance No. 67.

Section 1. Be it ordained by the

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