

THE FRONTIER

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

A special Meeting of the City Council of the City of O'Neill, Holt County, Nebraska, was held in the City Hall in said City of O'Neill, on the 8th day of September, 1937, at 1 o'clock p. m.

There were present: John Kersenbrock, Mayor; J. P. Protivinsky, councilman; H. E. Coyne, councilman; H. L. Lindberg, councilman; Norbert Uhl, councilman; constituting a majority of the members of the Council.

The Mayor, Mr. Kersenbrock, called the meeting to order and presided thereat, and the Clerk, Mr. C. W. Porter, acted as Clerk of the Meeting.

The Mayor stated that the meeting had been duly called as a Special Meeting by written notice, signed by him, and served by the Clerk upon each member of the Council, personally, or left at his residence a sufficient length of time before the meeting to enable him to attend the same.

The Mayor then stated that the Interstate Power Company of Nebraska, a Delaware Corporation, with offices at O'Neill, Nebraska, had made a proposal to furnish electric energy for municipal pumping, and he then presented a proposed "Contract for Electric Energy for Municipal Pumping Plant," which after being read by the Clerk was ordered to be inserted in the minutes of this meeting as follows:

CONTRACT FOR ELECTRIC ENERGY FOR MUNICIPAL PUMPING PLANT

THIS AGREEMENT, made and entered into in triplicate this day of September, 1937, by and between INTERSTATE POWER COMPANY OF NEBRASKA, a Delaware Corporation, with offices at O'Neill, Nebraska, 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 Municipality owns a complete pumping station situated on Lots One, Two and Three and the North three feet of lot Twenty-four in Block Thirty-three in Fahy's Subdivision of Lots One, Two, Three, Fourteen Fifteen and Sixteen in Block Thirty-three of the City of O'Neill, Nebraska, for the purpose of furnishing water for said Municipality for fire and other municipal purposes and to the inhabitants thereof for domestic and commercial purposes; and

WHEREAS, the Municipality desires to purchase from the Company all the electric energy necessary to operate said pumping station, which electric energy the Company is in a position to supply; 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 Municipality shall during the term of this contract, and any renewal or renewals thereof, purchase from the Company at the rates hereinafter mentioned all electric energy which shall be necessary for the operation of the above pumping station for the purpose aforesaid. It being the intent of this paragraph that all pumping done by the Municipality at the above pumping station shall be by means of electric energy.

II. That the electric energy to be furnished and purchased hereunder shall be what is known as three phase, sixty cycle, 220 volts, alternating current, and shall be measured by proper meter supplied by the Company and installed by it in said pumping station.

III. That the point of delivery of said electric energy shall be the binding posts of Company's meter to be installed in said pumping station.

IV. That the Municipality shall pay to the Company each month for all electric energy consumed as aforesaid a consideration computed upon the following schedule of rates, to-wit: Three Cents (3c) per K. W. H. Net.

Provided that said consideration shall be not less than Fifty Cents (50c) per month for each connected horsepower or fraction thereof of the meters installed in said pumping station.

V. That the Company shall, as soon as practicable, after the end of each month, render a bill to the Municipality for electric energy consumed during the preceding month, and the Municipality shall pay said bill within fifteen days from the date of presentation thereof.

VI. 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.

VII. That should the Municipality install equipment requiring additional electric energy, it

shall give the Company written notice thereof at least sixty (60) days prior to the date on which such additional electric energy shall be required therefor.

VIII. That the Company shall render good and sufficient service for the purpose of this agreement but shall not be liable for failure of such service due to causes not caused by it.

IX. That each of the parties hereto shall hold the other free and harmless of and from all liability, damages, actions and causes of action caused by or through the ownership, maintenance or operation of its electric property and equipment and such division of liability shall be at the point of delivery as hereinabove provided.

X. 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, 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.

XI. 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.

XII. That the Municipality represents that this agreement has been duly authorized by a 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 counsel.

XIII. 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 _____ President.

Attest: _____ Assistant Secretary.

CITY OF O'NEILL, NEBRASKA,

By _____ Mayor.

Attest: _____ Clerk.

(SEAL)

After discussion the following motion, in the form of a Resolution was proposed by Councilman H. E. Coyne, and seconded by Councilman Norbert Uhl:

RESOLVED that the City of

O'Neill, Nebraska, enter into a "Contract for Electric Energy for Municipal Pumping Plant" for a term of Five (5) years with Interstate Power Company of Nebraska, a Delaware Corporation, with offices at O'Neill, Nebraska, in the form presented and read to this meeting, and made a part of the minutes hereof.

A roll call was had upon said motion, which resulted in the following vote:

Ayes: J. P. Protivinsky, H. E. Coyne, H. L. Lindberg, Norbert Uhl.

Noes: None

The Mayor stated that the motion had been carried by a majority vote of all members elected to the Council.

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 8th day of September, 1937, insofar as they pertain to the granting of a "Contract for Electric Energy for Municipal Pumping Plant" to Interstate Power Company of Nebraska, a Delaware Corporation, with offices at O'Neill, Nebraska.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City this 8th day of September, 1937.

C. W. PORTER, Clerk.

(Seal)

Over the County

INMAN NEWS

Word was received here by relatives of the birth of an eight and one-half pound boy to Dr. and Mrs. Charles Tompkins at Detroit, Mich., Sept. 3. The little one has been named Gifford Leon. Dr. Tompkins is the son of Mr. and Mrs. L. R. Tompkins of Inman.

Word comes to Inman relatives of the birth of a baby girl to Mr. and Mrs. Kay Mapes of Tecumseh, on Tuesday, Sept. 7. Mrs. Mapes was the former Dorothy Outhouse.

Rev. E. B. Maxey left Sunday for Lincoln where he will spend a day or two before going to the M. E. conference which will be held at Fremont. He was accompanied as far as David City by Marlin Dean Hancock who had spent the summer here at the home of his grandmother, Mrs. Mary Hancock.

Mr. and Mrs. Edgar Clark of Harrison, Nebr., were here several days of last week visiting among

relatives and friends. They were accompanied home Monday by Mr. Clark's mother, Mrs. Anna O'Donnell.

Roscoe Clapp is the new section foreman in Inman. Mr. Clapp started on his new duties Thursday. Mr. and Mrs. Melvin Smith are spending this week fishing at the Minnesota lakes.

Billie Watson has gone to Lincoln where he will be a student at the University of Nebraska. Marvin Youngs has also returned to school at the state university at Lincoln.

Marjorie Heyen, Vere Butler, and Elmer Crosser have all entered the Omaha commercial college at Omaha, for the year.

Donna Rae Jacox and Alice Brittel, and Donald and Darrell Wolfe spent Tuesday at Yankton, S. D.

Mr. and Mrs. Hardin Anspach and his father, John Anspach, drove to Brainard Friday to attend the annual homecoming event. The Anspachs formerly lived at Brainard.

Billie Morsbach, who is stationed in a CCC camp at Gregory, S. D., was home for a visit several days of last week.

Mr. and Mrs. William Willman of Grand Island, visited here with her cousin, Mrs. W. S. Goree and family over the week-end.

Mrs. Verda Fessler of O'Neill,

came Monday for a visit with her parents, Mr. and Mrs. C. P. Conger. Mr. and Mrs. Wilmar Chicken drove to Allen and Dixon, Nebr., Sunday to visit their daughters, Mrs. Donald Noe at Allen and Miss Dorothy who teaches near Dixon.

Mr. and Mrs. E. R. Rogers drove up from Lincoln Friday, bringing with them his mother, Mrs. Jennie Wilcox, who had been visiting in Lincoln.

Miss Gladys Hancock spent Sunday visiting at the home of Mr. and Mrs. S. M. Ohmart near Emmet.

Nels Bergstrom arrived here from Ewing Tuesday to accept a position on the Northwestern section.

School opened Monday with the following faculty in charge: Supt. W. J. McClurg, Principal, Robert Lundak; Miss Phyllis Kiltz, Seventh and Eighth grades; Donald Star, Fourth, Fifth and Sixth grades; Miss Margaret Boyer and Miss Beth McKee. High school enrollment was forty-five. Grade enrollment is ninety, making a total of 135 students, fourteen of which are tuition pupils.

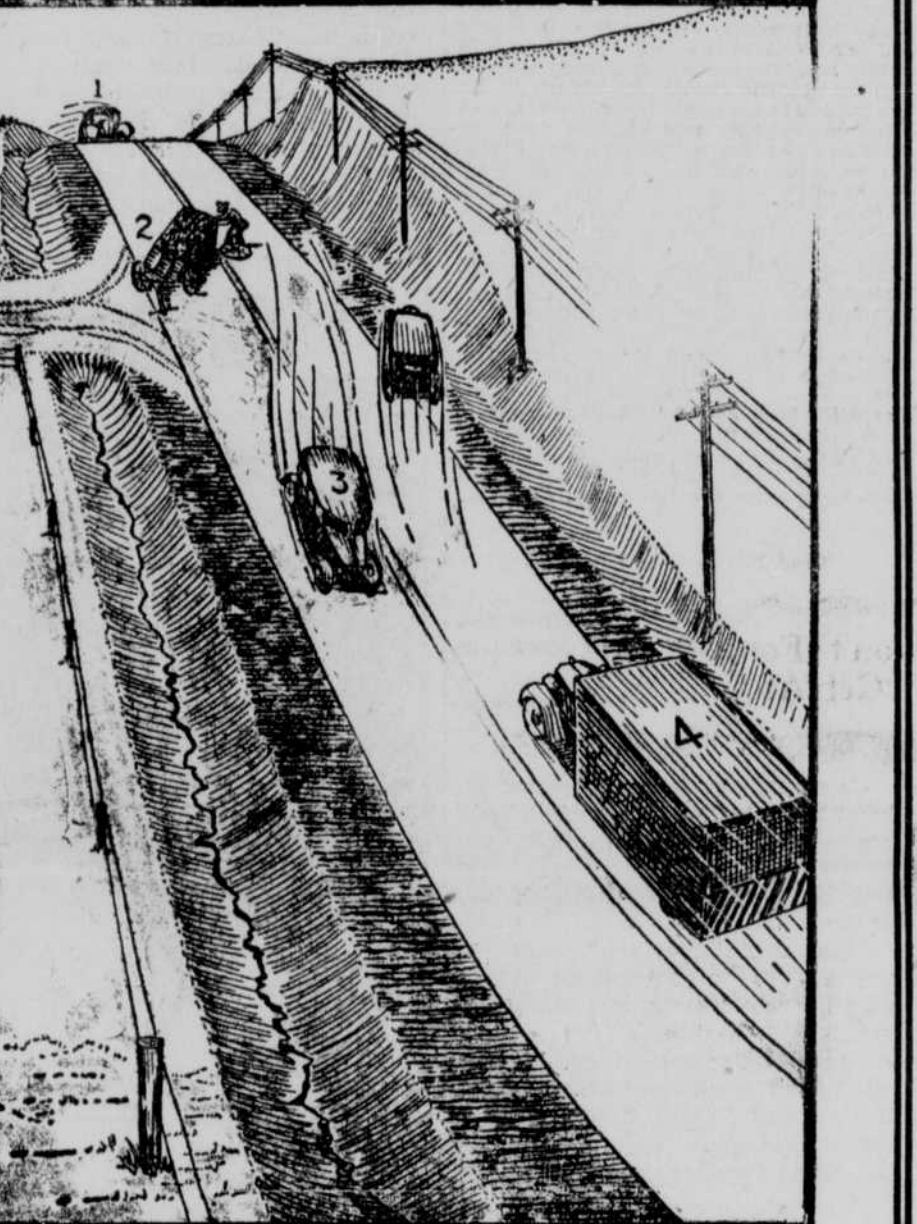
The Rebekah district meeting was held here Friday with about 150 attending the sessions. Following the afternoon session a banquet was served by the M. E. Ladies Aid at their parlors. The banquet was followed by a public

program after which the regular evening session was held. Mid-

night lunch was served at the Harte beer parlor.

U and I STORES Phone 55 3 Free Deliveries Daily Fresh Milk and Cream Friday, Saturday and Monday SPECIALS JELL-O, Ass't Flavors, 4 pkgs. 25c and 1 pkg. of the NEW JELL-O CHOCOLATE PUDDING for 1c FOLGER'S COFFEE, Drip or Regular Grind, 1-lb. can, 31c; 2-lb. can 59c SUGAR, Powdered or Brown, 3-lbs. 19c KETCHUP, Heniz, Large Bottles 19c SODA CRACKERS, 2-lb Box 18c RICE, Fancy Blue Rose, 3-lbs. 20c P & G SOAP, Large Bars, 6 for 25c SANI-FLUSH or DRANO, 2 cans 39c RICE KRISPIES, "Kellogg's" Per pkg. 10c BANANAS, Firm Ripe Fruit, 4-lbs. 25c CABBAGE, New Colorado, Per lb. 2 1/2c RALPH TOMLINSON, Proprietor

Danger In Stopping On Highway



PARKING on highways is one of the most dangerous things you can do. To stop on the right side of the road just past the crest of a hill greatly increases the hazard. As is shown in the illustration, vehicle No. 2 has forced vehicle No. 3 to turn to the left side of the road in the face of oncoming traffic and one car has been forced off the road to avoid a collision. Car No. 1 and car No. 4 will either hit head-on, or No. 1 will have to take chances on getting by on the right side. If No. 4 is traveling at 40 miles per hour there will have to be 150 feet between 4 and 2 to leave room for

car No. 1 to clear, as it cannot stop in time. The person who stops on a highway should always park on the fill and never on the paved portion or traveled part of the road. To do so is not only in violation of the law, but one who does so places his own life in jeopardy as well as the lives of those using the highway. The man in the illustration at vehicle No. 2 has placed himself where he will cause injury and possible death to others as well as himself. If you must stop along a highway, park on the fill, or as near to the edge of the road as possible so as not to obstruct traffic.

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Traffic Violations are increasing daily—motor vehicle accidents also are greater as the speed mania grips the nation and carelessness in driving remains unchecked. A comprehensive study of this ever-present problem is being sponsored by this group of O'Neill merchants who are presenting this "Drive With Safety" Campaign.

BARNHART'S MARKET "Your Meating Place" Free Delivery Service Phone 364 SPECIAL ATTENTION The management of our store invites the head of each family in O'Neill and surrounding territory to register their name with our now large list of customers and learn of the new method of merchandising we have recently started. You are bound to be interested. Inquire at Once! SPECIALS FOR THIS WEEK-END SUGAR CURED BACON, per lb. 30c TENDER CHUCK ROASTS From Choice No. 1 Fat Beef, per lb. 20c PORK LIVER, per lb. 15c HAMBURGER, Fresh Ground, 2 lbs. 29c DRESSED SPRING CHICKENS— Market Price A Nice Assortment of Fresh Fish Every Friday GROCERY DEPARTMENT "Something New" From JELL-O JELL-O CHOCOLATE PUDDING, pkg. 1c with 3 pkgs. Jell-O any flavor, all 4 pkgs. 18c DON LEON COFFEE, per lb. 25c Another New Item Fresh yeast in powdered form. Guaranteed to keep in hot weather. Try this yeast in your next baking. POTATOES ARE CHEAPER These new prices will cut down your living costs. IRISH COBBLERS, Large Size, 100-lbs. \$1.30 50-lbs., 70c 15-lb. peck 28c RED TRIUMPHS, Large Size, 100-lbs. \$1.50 50-lbs. 80c 15-lb. peck, 30c RED TRIUMPHS, Small Size, 100-lbs. 85c 50-lbs. 45c 15-lb. peck 18c A Nice Variety of Fresh Fruits and Vegetables We will have a Special Price on Bushel Colorado Elberta Peaches Saturday Watch our window. This is the last of bushels peaches!

O. F. BIGLIN Furniture and Undertaking MILLER BROS. CHEVROLET CO. "Chevrolet Dealers Over 22 Years" SETH NOBLE Lumber, Coal and Paint BROWN-McDONALD CO. Golden Rule Store L. G. GILLESPIE City, Farm and Auto Insurance Real Estate Dealer COYNE HARDWARE Hardware Paints, Oils and Varnishes O'NEILL NATIONAL BANK Capital, Surplus and Undivided Profits \$140,000.00 CORNER DRUG STORE C. E. Stout, Prop. MELLOR MOTOR CO. JOHNSON DRUGS HARTY LAUNDRY & DRY CLEANING Rugs Cleaned Hats Cleaned and Blocked GALENA LUMBER CO. Building Material and Coal Ford Sales and Service