

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

NOTICE IS HEREBY GIVEN that a Special Meeting of the City Council of the City of O'Neill, County of Holt, State of Nebraska, will be held at the office of Emmet A. Harmon in said City, on the 12th day of June, 1935, at 8 o'clock, p. m.

The purpose of said meeting is to consider the granting of an electric franchise, street lighting and pumping contracts to Interstate Power Company of Nebraska. Dated: June 12, 1935.

JOHN KERSENBROCK, Mayor.

STATE OF NEBRASKA CITY OF O'NEILL CLERK'S CERTIFICATE OF SERVICE

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 I DID on the 12th day of June, 1935, serve a true and correct copy of the attached "Notice of Special Meeting of the City Council of the City of O'Neill, Nebraska," upon each member of said Council by delivering the same to him personally or leaving the same at his residence a sufficient length of time to enable him to attend said meeting.

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.

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 office of Emmet A. Harmon in said City of O'Neill, on the 12th day of June, 1935, at 8 o'clock p. m.

There were present: Mayor W. H. Harty, Councilman John P. Protivinsky, Councilman Thos. J. Brennan, Councilman Norbert Uhl, Councilman Levi Yantzi, Councilman constituting five-sixths of the members of the Council.

The Mayor, Mr. Kersensbrock, called the meeting to order and presided thereat, and the Clerk, Mr. 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. A copy of said notice with the Clerk's Certificate of Service thereto attached was presented to the meeting and ordered filed.

Ordinance No. 155-A was then introduced and read by title as follows:

ELECTRIC FRANCHISE ORDINANCE NO. 155-A AN ORDINANCE OF THE CITY OF O'NEILL, COUNTY OF HOLT, STATE OF NEBRASKA, GRANTING TO INTERSTATE POWER COMPANY OF NEBRASKA, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO ERECT, INSTALL, CONSTRUCT, RECONSTRUCT, REPAIR, OWN, OPERATE, MAINTAIN, MANAGE AND CONTROL AN ELECTRIC PLANT WITHIN THE CORPORATE LIMITS OF SAID CITY AND/OR AN ELECTRIC DISTRIBUTION SYSTEM, CONSISTING OF POLES, WIRES, CONDUITS, PIPES, CONDUCTORS AND OTHER FIXTURES, IN, UNDER, OVER, ALONG AND ACROSS THE STREETS, LANES, AVENUES, SIDEWALKS, ALLEYS, BRIDGES AND PUBLIC GROUNDS OF SAID CITY, FOR THE PURPOSE OF PRODUCING AND/OR FURNISHING ELECTRIC ENERGY FOR LIGHT, HEAT AND POWER PURPOSES TO SAID CITY AND ITS INHABITANTS, FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM AND AFTER THE PASSAGE, APPROVAL AND PUBLICATION OF THIS ORDINANCE ACCORDING TO LAW.

It was then moved and seconded that the provisions of the Statutes of Nebraska Requiring an Ordinance of the character of Ordinance No. 155-A to be read on three different dates, be dispensed with.

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

Ayes: Yantzi, Brennan, Protivinsky, Harty, Uhl. Noes: None.

The Mayor stated that the motion had been carried by at least five-sixths of the members of the Council.

Thereupon Ordinance No. 155-A was read again by title.

Ordinance No. 155-A was then read at large as follows:

ELECTRIC FRANCHISE ORDINANCE NO. 155-A An Ordinance of the City of O'Neill, County of Holt, State of Nebraska, Granting to Interstate Power Company of Nebraska, Its Successors and Assigns, Permission to Erect, Install, Construct, Reconstruct, Repair, Own, Operate, Maintain, Manage and Control An Electric Plant Within the Corporate Limits of Said City and/or An Electric Distribution System, Consisting of Poles, Wires, Conduits, Pipes, Conductors and Other Fixtures, In, Under, Over, Along and Across the Streets, Lanes, Avenues, Sidewalks, Alleys, Bridges and Public Grounds of Said City, For the Purpose of Producing and/or Furnishing Electric Energy for Light, Heat and Power Purposes to Said City and Its Inhabitants, For a Period of Twenty-Five (25) Years From and After the Passage, Approval and Publication

of This Ordinance According to Law.

Be It Ordained By The Mayor And Council of the City of O'Neill, Nebraska:

Section I. That there is hereby granted unto Interstate Power Company of Nebraska, a Delaware Corporation, its successors and assigns, herein called the "grantee," the right, permission, privilege and franchise, for a period of Twenty-five (25) years from and after the taking effect of this Ordinance, subject only to the laws of the State of Nebraska as now in force or as may hereafter be in force and to the conditions and limitations hereinafter contained, to erect, install, construct, reconstruct, repair, own, operate, maintain, manage and control an electric plant and/or an electric distribution system consisting of poles, wires, conduits, pipes, conductors and other fixtures, within the limits of the Municipality, necessary, convenient or proper for the production, transmission, distribution and delivery of electric energy to said Municipality and its inhabitants for light, heat and power purposes.

Section II. That said grantee, its successors and assigns, is hereby granted the right-of-way in, under, over, along and across the streets, lanes, avenues, sidewalks, alleys, bridges and public grounds of said Municipality for the purpose of erecting, installing, constructing, reconstructing, repairing, owning, operating, maintaining, managing and controlling said electric plant and said electric distribution system.

Section III. That said grantee shall hold said Municipality free and harmless of and from any and all liability, damages, actions and causes of action caused by or through the neglect or mismanagement of the grantee in the erection, installation, construction, reconstruction, repair, operation, maintenance, management or control of said electric plant and electric distribution system.

Section IV. That said grantee shall not, during the erection, installation, construction, reconstruction, repairing, operation and maintenance of said plant or distribution system, unnecessarily impede public travel on the streets, lanes, avenues, sidewalks, alleys, bridges or public grounds of said Municipality, and shall leave all of said streets, lanes, avenues, sidewalks, alleys, bridges or public grounds upon which it may enter for the purposes herein authorized in as good condition as they were at the date of said entry.

Section V. That said Municipality, by resolution of its governing body, may, upon the written demand of any person whose dwelling or place of business, located within said Municipality, shall have been wired for electric service, require said grantee to extend its said electric distribution system so as to furnish electric energy to said person, provided that said grantee shall not be required to extend said electric distribution system farther than 150 feet for each 500 watts of connected load, and provided further that said person demanding such service shall enter into the customary written contract with said grantee for the purchase of electric energy for a period of not less than one year.

Section VI. That any person desiring to move any building or other thing in, over, along or across any of the streets, lanes, avenues, sidewalks, alleys, bridges or public grounds of said Municipality, whereby the poles, wires, conduits, pipes, conductors or other fixtures of said grantee, or their use, shall or may be interfered with, shall make written application therefor to said Municipality, specifying in such application the building or thing to be moved, the proposed route to be followed and the date for such moving which shall not be less than five days from the presentation of said application. If said application shall be granted, the Municipality shall give said grantee notice thereof at least five (5) days prior to the date of said moving, and said grantee shall thereupon, but at the expense of said applicant, temporarily remove such poles, wires, conduits, pipes, conductors or other fixtures as may be necessary to allow the passage of said building or other thing, for a reasonable length of time not exceeding five (5) hours in any one day and between the hours of 8 o'clock A. M. and 3 o'clock P. M.; provided, however, that said grantee shall not be required to remove any such poles, wires, conduits, pipes, conductors or other fixtures until the applicant shall have delivered to the grantee a bond in form and with surety or sureties satisfactory

to it, or shall to the grantee give satisfactory assurance, covering the entire cost of the removal and replacement of such poles, wires, conduits, pipes, conductors or other fixtures and any and all damage, liability, action or cause of action resulting therefrom.

Section VII. That the maximum rates for electric energy charged by said Grantee to consumers located within said Municipality shall be as follows:

RESIDENCE LIGHTING: First 50 KWH per month at 8c per KWH Net. Next 50 KWH per month at 5c per KWH Net. Excess KWH per month at 3c per KWH Net.

Minimum—\$1.00 Per Month. The above rate is after a ten per cent (10%) discount is allowed for prompt payment.

COMMERCIAL LIGHTING: First 100 KWH per month at 8c per KWH Net. Next 100 KWH per month at 7c per KWH Net. Next 350 KWH per month at 5c per KWH Net. Over 350 KWH per month at 4c per KWH Net. Minimum—\$1.00 Per Month. The above rate is after a ten per cent (10%) discount is allowed for prompt payment.

OPTIONAL RATE: First 40 KWH per month at \$3.20. Next 40 KWH per month at 4c per KWH. Next 100 KWH per month at 3c per KWH. Excess KWH per month at 2½c per KWH.

Minimum Monthly Bill: For Residences—The amount at which the first 40 KWH is billed. For Commercial Institutions—The amount at which the first 40 KWH is billed, or \$1.00 per horsepower or fraction thereof, or equivalent, whichever is the higher.

Availability—For all residence service, including lighting. This schedule is also applicable to commercial institutions, for all service except lighting, provided that no motor in excess of one horsepower shall be served on this rate.

The above rate is after a ten per cent (10%) discount is allowed for prompt payment.

HEATING & COOKING RATE: 3½c per KWH used per month. Minimum Bill—\$2.50 per month. The above rate is after a ten per cent (10%) discount is allowed for prompt payment.

COMMERCIAL POWER: First 100 KWH used per month at 6c per KWH. Next 100 KWH used per month at 5c per KWH. Next 800 KWH used per month at 4c per KWH. Next 4000 KWH used per month at 3½c per KWH. Next 5000 KWH used per month at 3c per KWH.

All Over 10,000 KWH used per month at 2½c per KWH. Minimum Bill—50c per H. P. connected per month. The above rate is after a ten per cent (10%) discount is allowed for prompt payment.

Section VIII. That said grantee shall not during the erection, installation, construction, reconstruction, repairing, operation and maintenance of said plant or distribution system unnecessarily interfere with the enjoyment of private property or in any manner block the ingress and egress to or from any private property or property belonging to the City of O'Neill, and further not impede, hinder or interfere with any public improvements or construction thereof which may be hereinafter ordered or prescribed by ordinance by the City Council as provided for by law which now exists or may hereinafter exist.

That the rights herein granted in this franchise are subject to the exercise of the police power as the same now is or as same may be hereinafter conferred upon said City and subject to the reasonable regulations of the City of O'Neill which it may hereinafter prescribe by ordinance. The City in no event to enact an ordinance prescribing

or fixing rates contrary to the maximum rates herein fixed.

Section IX. That if any section or portion of a section of this Ordinance shall be declared null and void by any competent authority, the remaining portions hereof shall not be affected thereby.

Section X. That all ordinances or resolutions or parts thereof heretofore adopted by said Municipality in conflict with the terms hereof are hereby repealed.

Section XI. That this Ordinance shall take effect from and after its passage, approval and publication according to law.

APPROVED: June 12th, 1935. JOHN KERSENBROCK, Mayor.

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

It was then moved by Councilman Yantzi and seconded by Councilman Protivinsky that Ordinance No. 155A be put upon final passage and, accordingly, a roll call was had on said motion which resulted in the following vote: Noes.

Ayes: Yantzi, Brennan, Protivinsky, Harty, Uhl. None.

The Mayor then stated that Ordinance No. 155A had been carried by a five-sixth vote of all the members elected to the Council.

The Mayor stated that the Interstate Power Company of Nebraska, a Delaware Corporation, with offices at Dubuque, Iowa, had made a proposal to furnish electric energy for municipal street lighting, and he then presented a proposed "Contract for Municipal Street Lighting," which after being read by the Clerk was ordered to be inserted in the minutes of this meeting 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.

NUMBER IN USE—34; SIZE OF LAMPS—100 C. P. Lamps in Ornamental Posts; 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 (Continued on page 8, column 1.)

ORDINANCE NO. 157A

(Continued from page 4.)

141A of such city and all other ordinances or parts of ordinances in conflict herewith be and hereby are repealed.

Section 22. (a) It shall be unlawful for any licensee under the Nebraska Liquor Control Act selling alcoholic liquors (including beer) at retail to employ in such premises (including beer) any person under the age of twenty-one years to sell and/or assist in selling or dispensing any such alcoholic liquors (including beer).

(b) It shall be unlawful for

any person under the age of twenty-one years to work or be employed in any premises where alcoholic liquors (including beer) are sold at retail for the purpose of selling, assisting in selling or dispensing any alcoholic liquors (including beer). Any person violating any provision of Section a or b of this Section shall be deemed guilty of misdemeanor and on conviction thereof shall be punished by a fine of not more than \$50.00.

Section 23. That this Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

Section 24. That if any Section or portion of any Section of this Ordinance shall be declared null and void by any competent authority the remaining portions hereof shall not be affected thereby.

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

JOHN KERSENBROCK, Mayor.

Attest: C. W. PORTER, City Clerk. (Seal.)



TIRE SALE

Here are exceptionally FINE tires—at a price so low it's almost unbelievable: Nationally famous PHARIS TIRES—TWO for but little more than the nationally advertised list price of ONE first line tire.

Quarter of a Century of Experience by the Pharis factory in making quality tires. Millions in Use prove their sterling goodness.

Hold the World's Stock Tire Speed Record, official AAA test made on the Indianapolis Speedway.

The U.S. Government Uses Pharis Tires. Cushion Cap Carcass absorbs road vibration. A crimson rubber cushion shock ply and a black rubber cushion cap give double protection against blowouts.

Center Traction—One of the features stressed in most protective tires. Guaranteed Against Road Hazards—18 mo., 6-ply, 12mo., 4-ply.

Table with 5 columns: Size, 4 Ply, 4 Ply, 4 Ply, 4 Ply. Rows include 30x3, 30x3 1/2, 4.40-21, 4.50-21, 4.75-19.

*Nationally Adv. First Line List of March 1, 1935. Pharis Tires in All Popular Sizes.

FLOUR-FEED

Table with 2 columns: Item, Price. Items include Purity Flour, Economy Flour, Sunshine Flour, Bon-Ton Flour, Mother's Best Flour, Lay Mash, Growing Mash, Sudan, Soy Beans, Cane, Hegira, Kafir, German Millet, Hog Millet, Buckwheat, bu., Bran, Rye Shorts, Pig Feed, Limestone Grit.

Bargain On A New 32x6 Inch Truck Tire

Columbia Standard and Prison Twine

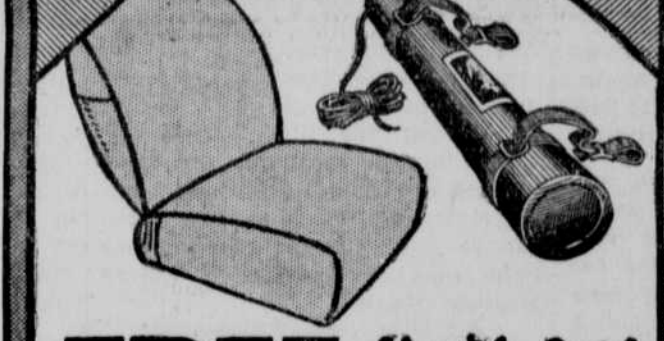
O'NEILL HATCHERY



ELECTRIC FANS

Here's a smooth, quiet running 8-inch fan that will keep you cool all summer long.

\$1.49



FREE Your Choice!

SET OF SEAT COVERS OR DUAL PURPOSE ALL WAVE AERIAL for car or home radio, long or short wave—with the purchase of our CORONADO five tube 1935 "super-hot" auto radio—has automatic volume control, tone control, dynamic speaker and other features.

\$23.95 Cash Price

EASY TERMS \$5.00 Down \$125 per week (Small Carrying Charge)



ICE CREAM FREEZER

Easy operating—all steel. 2 quart size. A \$1.50 Value

85¢



GARDEN HOSE

Extra good quality—all rubber. Special Sale Price—25 Feet

96¢



AUTO WAX

Now's the time to make your car look like new. Tiger Wax and Cleaner will do the trick!

Per Can 29¢

FOR SALE One 10-ft. John-Deere Tractor Binder One 40-tooth John-Deere Hay Rake with Truck One 2-wheel Side Hitch Sweep One John-Deere Tractor Mower One 10-20 John-Deere Tractor All of this machinery is in the yard at my home in O'Neill. Seeme or Roy Warner Zeb Warner

THE Royal Road to the Poor House is paved with debts and passes on to the Pauper's Grave. The O'Neill National Bank Capital, Surplus and Undivided Profits, \$125,000.00 This bank carries no indebtedness of officers or stockholders.

FREE Offers End Saturday 4-Inch Paint Brush or Gallon Linseed Oil With 5 gals. Grade A Barn Paint FREE! 2 Qts. 4-Hour Varnish With 5 gals. 100% Home Guard House Paint FREE! Tiger Top Dressing, Cigar Lighter and Gear Shift Ball—All with Seat Covers FREE! 12-Quart Pail With Square Wash Tub FREE! Dic-A-Doo Paint Cleaner or Climax Wall-paper Cleaner with Household Enamel FREE! Schradler Valve Cores With Tire Jack FREE! Piston Rings With Pistons 3-Tine Hay Fork With 100-Ft. Rope FREE! Burma Shave With Razor Blades FREE! Johnson's Glo-Coat Floor Polish and Dust Mop With 50 Ft. Double Double Garden Hose FREE! 25 Feet Garden Hose Or Gallon Camp Jug With Lawn Mower FREE! Double Drain-A-Tubs With Blackstone Power Washer FREE! Blackstone Electric Ironer With Blackstone De Luxe Washer FREE! 5 Bars Naphtha Soap or Ivory Enamel Dipper With Enamelware

GAMBLE STORES THE FRIENDLY STORES OWNED BY EMPLOYEES JACK HEITMAN Manager Agencies at Valentine, Ainsworth, Bassett, Atkinson, Butte, Spencer, Bristow, Anoka, Naper, Chambers, Plainview, Creighton and Neligh O'NEILL, NEBR. Douglas, St.