

City Council Proceedings

October 21, 1959
CITY OF O'NEILL, NEBRASKA
CALL FOR SPECIAL MEETING TO THE MEMBERS OF THE COUNCIL OF THE CITY OF O'NEILL, NEBRASKA:
You and each of you are hereby notified that a special meeting of the Mayor and Council of the City of O'Neill Nebraska, will be held at the City Council Room on the 21st day of October, 1959, at 7:30 o'clock P.M. for the purpose of approving contract on Sewer District No. 1 and change orders on Paving Districts, and to act upon any other matters that may properly come before the Mayor and Council of said City.

D. C. Schaffer
O. D. French
City Clerk
(SEAL)

We the undersigned, hereby acknowledge receipt of the foregoing notice and call and consent to the meeting of the Mayor and Council of said City to be held at the time and place therein specified.

Dated this 21st day of October, 1959.
W. W. Mcintosh A. A. Hiatt
A. W. Carroll E. M. Gleason
Robert Moore Fred Heermann
Geo. Janousek Leigh Reynolds

The Mayor and City Council of the City of O'Neill in the County of Holt in the State of Nebraska, met at the City Council Room on the 21st day of October, 1959, at 7:30 o'clock P.M., in Special Session, the following being present: Mayor: D. C. Schaffer, City Clerk, O. D. French, Councilmen Mcintosh, Gleason, Carroll, Janousek, Hiatt and Reynolds.

The following were absent: Moore, Heermann.
A quorum being present, the following proceedings were had and done:
Councilman Mcintosh offered the following resolution and moved its adoption:
BE IT RESOLVED by the Mayor and Council of the City of O'Neill, Nebraska:

- 1. The Mayor and Council have determined that the bid of the Missouri Valley Construction Company in the principal amount of \$19,668.75 for the construction and furnishing of all labor, materials, use of contractor's equipment and plant and all else necessary to properly construct all of the improvements within Sewer District Number 1 as submitted on October 6, 1959, was the only bid submitted and therefore the lowest and best bid.

Table with 5 columns: Item No., Description, Quantity, Unit, Price, Amount. Lists items like 12" Dia. Reinforced Concrete Storm Drain Pipe, 27" Dia. Reinforced Concrete Storm Drain Pipe, etc.

The location designated in the special provisions, the various items of work awarded said contractor by the acceptance of proposal thereon on the 6th day of October, 1959, as follows: being items numbers 1 to 19 inclusive, as shown in schedule of prices bid in the proposal, which is made a part of this Contract.

That is mutually understood and agreed by parties hereto that the general and detailed plans, the Contractor's bond, the proposal, all project specifications and all special provisions, and all supplemental written agreements are a part of this Contract.

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That in consideration of the foregoing, the Mayor and Council do hereby agree to pay the Contractor promptly the amounts set forth herein, subject to the conditions set forth in the Contract, or any part thereof, as herein described.

It is further understood and agreed that the Contractor shall not be responsible for any materials not covered and authorized by this Contract unless ordered in writing by the Engineer. Any such work which may be done, or any such materials which may be furnished, by the Contractor without such orders, shall be at his own risk, cost and expense; and the Contractor hereby covenants and agrees that he shall make no claim for compensation for work so done, or any materials so furnished.

OWNER
CITY OF O'NEILL, NEBRASKA
BY D. C. Schaffer
Title Mayor

CONTRACTOR
MISSOURI VALLEY CONSTRUCTION CO.
BY L. J. KOENIG
Title President

SEWER DISTRICT NO. 1
PROPOSAL FORM
October 6, 1959
To the Mayor and City Council
City of O'Neill, Nebraska

SCHEDULE OF PRICES BID FOR WORK CONTEMPLAED. Table with 5 columns: Item No., Description, Quantity, Unit, Price, Amount.

Total Lump Sum Bid for Items 0 to 18 Incl. \$19,668.75
Total Lump Sum Bid for Items 1, 2a, 3a, 4a, 5a, and 6 to 18 Incl. \$

That the Contractor expressly warrants that he has employed no third person to solicit or obtain this Contract in his behalf, or to cause or procure the same to be obtained, and that he has not obtained any compensation in any way contingent in whole or in part upon such procurement, and that he has not paid or promised or agreed to pay, to any third person in consideration of such procurement, or in connection therewith, any brokerage, commission, or percentage upon the amount and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this Contract.

That the Contractor further agrees to pay all just claims for material, supplies, tools, fuels, lubricants, equipment, rental machinery, insurance premiums, and services used or consumed in the construction of the work by him or any of his subcontractors, and for the payment of all laborers and mechanics for all labor performed in the work by him or any of his subcontractors, and for all other just claims filed against him or any of his subcontractors in carrying out the provisions of this contract, and if such payment be made, then this obligation shall be null and void. Otherwise it shall remain in full force and effect.

No contract shall be valid which seeks to limit the time to less than five years in which an action may be brought upon the bond covering the construction work, and this bond is made, executed and delivered with such understanding. Witnessed this 6th day of October, 1959.
MISSOURI VALLEY CONSTRUCTION CO
Principal
By L. J. KOENIG, President

That in consideration of the foregoing, the Mayor and Council do hereby agree to pay the Contractor promptly the amounts set forth herein, subject to the conditions set forth in the Contract, or any part thereof, as herein described.

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Try The Frontier Want Ads - It Pays!
DR. H. D. GILDERSLEEVE
OPTOMETRIST
Northwest Corner of 4th & Douglas
O'NEILL, NEBR.
Ph. 167 - Office hrs. 9 to 5
Eyes Examined - Glasses Fitted
Monday Thru Saturday
Closed Wednesday

FARM AUCTION
Due to ill health, I will sell my livestock and farm machinery at public auction on the farm located 4 1/2 miles South and 5 miles West of Clearwater or 8 miles West and 7 miles North and 2 1/4 miles West and 1/2 mile North of Elgin, on—
WED., NOV. 25
Starts at 12 Noon Lunch Stand on the Grounds
120 Head of Livestock 120
Complete Line of Machinery
Some Buildings - Hay and Feed
Vincent and Geraldine Taylor
OWNERS
Wirges and Donner, Auctioneers Citizens State Bank, Clerk

AUCTION SALE
MONDAY, NOVEMBER 23
Starting at 12 O'clock Sharp
Having decided to discontinue our ranching operations we will sell the following described property on the ranch located 4 miles west of Stuart, Nebr., on highway 20, and 1 1/4 miles north—
137 Head of Cattle 137
95 Head of high grade Angus breeding cows 3 to 8 years and bred to good Angus bulls. Twelve have calves at side. Will be sorted and sold in groups. Owners have sold many calves for 4-H club purposes which have been blue ribbon winners.
3 Registered Angus bulls, 2 are from the D. J. Cole herd at Merriman, Nebr.
9 Holstein and Guernsey milk cows to start freshening in 2 months.
5 Holstein heifer calves, 2 Guernsey yearling heifers, one 2-year-old Curtis Candy bull, 10 bucket calves.

FARM MACHINERY
IHC 1/2-ton pickup, lock rear end, 16,000 miles; A-C 1955 WD 45 tractor; 2 9N Ford tractors; Ford tractor reversed with sweep; 2 12 and 1 14 ft. hay rakes; 3-raks hitch for Ford; 20-ft. hydraulic rake; Kelly Ryan pull side delivery rake; A-C round baler; No. 16 IHC mower; No. 7 trail mower; AEO Ford mower; IHC manure spreader; Sorey slide hay stacker; heavy underslung, extra long; 10-inch PTO JD hammermill; power digger for Ford; rear mount dirt scoop; rear mount loader for Ford; grader for Ford; 10-ft. V snow plow for A-C; winch, short stinger; oil tank heater; pump jack; air compressor; 2-wheel underslung; 300-gal. fuel tank; 4-barrel fuel tank on stand; squeeze type calf branding chute; hoist for 3/4-ton pickup; 2-wheel trailer; garden tractor; 2 power lawn mowers; 75-ft. TV tower with antenna; electric welder; acetylene welder with cutting torches; shop equipment and tools; 2-unit surge milkster; 2 stock saddles; M.D. self-wash cream separator; 8x10-ft. calf shed; 2 calf creep feeders; 2 feed bunkers; set 13x28 tractor chains; cream cans; 5-qt. milk pasteurizer; 1-gal. ice cream freezer; 2-qt. automatic ice cream freezer; 4-section harrow; Comfort Cover for WD 45 A-C; table model DeLaval cream separator; milk pails and misc.

HAY
6,000 Round Bales of Hay and Alfalfa; 23 Stacks of 1959 Hay and 8 Stacks of 1958 Hay.
HOUSEHOLD GOODS
8-ft. electric refrigerator; kitchen table and chair set; dining room set with extension table and 6 chairs, with buffet to match; extra good bedroom set; 2 beds, complete; upright piano and stool, good; swivel rocker; stiff back chair; four folding chairs; 2-burner Superflame oil heater with fan; Rexair vacuum cleaner; 8-ft. redwood picnic table; roll type desk with typewriter; watch repair table and tools; 7-qt. Burpee pressure cooker; Skelgas 2-burner hot plate; baby cribs and many other articles.
Terms: Cash, or make arrangements with clerk
Lunch will be served on the premises
Earl W. and Mildred R. Hoatson
OWNERS
C. E. McClurg and Dean Fleming, Auctioneers
Tri-County Bank, Clerk, Stuart, Nebr.

AUCTION
The undersigned will sell their personal property at public auction at the place located 4 miles south of Naper and 1 1/2 east, OR 13 miles west of Butte, OR 23 miles north of Stuart and 1 1/2 east. Road will be marked.
MON., NOV. 23
Sale at 12:30 p.m. Lunch on Grounds
38 Head of Cattle 38
4 2 to 3-year-old ewes and 3 yearling ewes
Complete Line of Machinery
Some Alfalfa Hay and Prairie Hay
MR. AND MRS. PHIL HART
OWNERS
Ed Thorin, O'Neill and Northwest Security National Bank
Roy Kirwan, Butte, Auctioneers of Gregory, Clerk