

Conrad, Iowa, Dec. 4th 1916.

Council met in regular session in the directors room of the Conrad State Bank.

Members present;

S.F. Price, Mayor.

Councilmen:

J.R. Gier, L.G. Sherbon,

E.M. Stark, B.F. Wilhelm

Absent I.S. Rourke.

Minutes of the last meeting were read and approved. Following bills were read and approved and ordered to be paid by the clerk

A.A. White \$2.20 × A.W. Poe \$35.70 and \$63.90 ×

Trumbull & Leibsle \$3.80 × and \$10.51 ×

B.J. Strickler \$2.00 × E.O. Carnes \$3.00 ×

Moved by Levi G. Sherbon that a street light be installed on the hill south of Wolf Creek and chairman of Light Comm., draw an order on Iowa River Light and Power Co., to have same installed at once. Seconded by J.R. Gier Carried.

S.L. Adams of the Iowa River Light and Power Co., presented street lighting contracts duly signed by Pres and Secretary of the Iowa River Light and Power Co., for a period extended to and including April 30 1925.

Upon motion being duly made, by John R. Gier and seconded by E.M. Stark the following resolution was passed, the vote thereon being as follows:

John R. Gier Yea.

Levi G. Sherbon Yea.

B.F. Wilhelm Yea.

E.M. Stark Yea.

Be it Resolved, by the Village Council of the Village of Conrad, as follows:

That for the welfare and preservation of the citizens of the Village of Conrad it becomes necessary for the City Council to provide for the lighting of the streets of the Village and that therefore the Mayor and Village Recorder of this Village are hereby authorized and instructed to enter into a contract with the Iowa River Light and Power Co., for street lights, the full text of the said contract being as follows.

This Agreement entered into this Fourth day of December by and between the Village of Conrad, Iowa hereinafter called the Village, and the Iowa River Light and Power Co., a corporation existing under the laws of the State of Iowa, hereinafter referred to as the Company,

WITNESSETH:

1. That for and in consideration of the terms and conditions hereinafter set forth, the Village hereby contracts with the Company for electric service for the lighting of the streets, highways and public grounds in the Village of Conrad, Iowa, for all street lights that said Village may need during the period to and including April 30th 1925.

2. The Village agrees to pay for said lighting service at the following rates:

Sixty (60) Watt Tungsten lamps or equivalent, One Dollar and Fifty Cents (\$1.50) per month; Eighty (80) Watt Tungsten Lamps, or equivalent, One Dollar and Seventy-five Cents (\$1.75) per month; One hundred (100) Watt Tungsten lamps, or equivalent, Two Dollars (\$2.00) per month. The Village agrees to use not less than thirty (30) Sixty (60) Watt Tungsten Lamps, or their equivalent, at the prices herein set forth during the period of this contract, and shall have the right to add more lamps to their street lighting system as it becomes necessary, or to change from smaller lamps to larger ones. Payment for service rendered under this contract is to be made on or before the 15th of the month following that in which service was rendered.

3. All street lamps now in operation in the Village and all to be operated under this contract shall be lighted each night in accordance with what is known as the Philadelphia, All Night Dark Night? Moon Light Schedule"

The Company agrees that during the life of this agreement if at any time, lights being furnished in accordance with the terms of this contract shall remain unlighted after the Company has received in writing, from the proper Official of the Village of Conrad, due notice of a lamp or lamps not being lighted and shall allow said lamp or lamps to remain unlighted in excess of twenty-four (24) hours after receipt by the Company of notification of said outages, then and in that event, the Company shall reimburse the City pro-rata for such outages as shall occur in excess of the twenty-four (24) hours herein provided. A written notice left with the representatives of the Company in the Village of Conrad, or mailed to the Company's office in Conrad or Eldora, shall constitute due notification in accordance with the terms of this contract and the Company shall have twenty-four (24) hours after the receipt of said notice in which to rectify the outages, referred to herein.

4. The Company agrees that at any time that the Village shall so instruct them by proper resolution properly passed by the Village Council and properly recorded, in the Village Minutes of the Village Council Meetings, the Company will install additional Street lamps it being understood that the Company shall not be required to install more than one such light for each three hundred and sixty feet (360 ft.) of pole line extension from the nearest line of street lighting circuit; it being the understanding that for each block of extension of street lighting circuit there shall be at least one street lamp installed.

5. The Village hereby reserves the right to order the removal of any street lamp, after the same has once been located, to a new location within the provisions of this contract; such removal to be made by the Company upon written request from the Village. The Village however agrees to pay the actual cost of removing any street lamp to a new location after the same has been once located.

6. The Company agrees to pay to the Village at the time of the signing of this contract the sum of Three hundred and thirty (\$330.00) Dollars, and the Village hereby acknowledges receipt of said amount, in the signing of this contract. This amount is paid to the Village with the understanding, that for said payment the Village relinquishes all rights and title that it claims to have in the existing street lighting system now in use in the Village of Conrad.

The Company further agrees to allow the present lights that the Village are now using, (being 4-40 Watt Tungsten lights in the City Hall and 1-200 Watt lamp on the water tower), to continue without charge to the Village for such service, the same as has been done in the past with a distinct understanding that if at any time the life of this contract the laws of the State of Iowa are so amended as to provide for lighting companies furnishing no free service to municipalities, then and in that event, the provisions herein made relative to free service shall become null and void and without effect, but shall in no wise cancel or modify or in anyway interfere with any of the terms or conditions of this contract.

7. The Company agrees to keep the street lighting equipment maintained in proper shape and proper condition for giving satisfactory service, including lamp re-newals and agrees to use its endeavors to insure continuous operations of its street lighting system, but will not be responsible for interruptions to service due to conditions beyond our control.

8. The Village agrees to furnish the company with any necessary Right-of-way and Clearance of trees for the conveyance of electric energy for supplying the street lighting system herein referred to.

9. The Company agree, that during the life of this contract it will make reductions to the Village for street lighting service to conform with any reductions made to any of the surrounding towns supplied by the Company; it being the essence of this paragraph, that the Village shall not pay for its street lighting service, in excess of that charged by the Company in towns of Beaman, Whitten Union and Liscomb.

10. This contract shall be binding upon the respective parties hereto, their successors, heirs and assigns.

IN TESTIMONY WHEREOF the respective parties hereto have affixed their names and corporate seals this Fourth day of December 1916. A.D.

Iowa River light and Power Co.,
by John d. Curtis Pres.
and Colee Campbell Sec.

The Village of Conrad
by S.F. Price. Mayor.
and J.R. Witzigman V.R

Witnesses
B.D. Mitchell
Franker Smith

Witnesses
E.M. Stark
B.F. Wilhelm.

Moved by E.M. Stark seconded by L.G. Sherbon that the window on the north side of the town-hall be screened with netting in order to protect window panes Carried.

Moved by John R. Gier seconded by B.F. Wilhelm that the Mayor be authorized to take up with H.A. Willoughby the matter of bonding the town for \$15,000.00 onto cover the cost of a new well tank and tower, extension of water mains and a sewerage disposal plant, Carried.

Motion to adjourn Carried.

J.R. Witzigman
Village Recorder.

Conrad, Iowa. Jan 5th 1917.

Council met in adjourned session in the directors room of the Conrad State Bank.

Members present:

Mayor. S.F. Price.

Councilmen;

J.G. Gier. B.F. Wilhelm, E.M. Stark

L.G. Sherbon and I.S. Rourke absent

Minutes of December the 4th and Jan 1st were read and approved.

The following bills were approved and read

B.F. Wilhelm \$ 19.00 ✓ F.D. Strickler \$ 3.52 ✓

Iowa River Light and Power Co., 36 cents ✓

Randall and Price \$ 50.43 ✓ F.D. Strickler \$ 5.05

Chas Belz and Son \$ 26.16 ✓

Motion was made that the bills be allowed and order drawn on treasurer to pay same Carried.

Motion made by E.M. Stark that the sewerage proposition be deferred until the Council can investigate the Union plant which should be done as soon as possible seconded by J.R. Gier Carried.

On motion the council adjourned.

J.R. Witzigman
Village Clerk.