

The Brighton Village Board met on the above date at the Village Hall. The meeting was called to order by the President Harold C. Chase, with the following answering the roll call:

Milton Ziegenbein
Henry Giller
Charlie Yancey
Edward Kuehnel

Absent:

Lester Gaither and Fred Scheffel

The minutes of the last regular meeting (Aug. 5, 1946) were read and approved as read upon a motion by Ziegenbein and a second by Yancey.

The Treasurer Harold G. Bott gave the treasurer's report, showing a balance in the General Fund of \$1738.89 and a balance in the Motor Fuel Fund of \$241.00

The Village Hall Manager reported a balance of \$250.44 on hand. The reports were accepted as read upon a motion by Ziegenbein and a second by Giller.

The following bills were read:

Illinois Power Co. (Aug. Lights)	\$46.80
Walter Long (Aug. Salary)	64.00
Wm. Bott-34 hrs. labor on streets @ 60¢	20.40

Trustee Giller moved and Trustee Kuehnel seconded his motion that the bills be allowed and drawn on the proper accounts.

Roll Call Vote:

Ziegenbein ----Yes	Giller----Yes
Yancey-----Yes	Kuehnel---Yes

Bills ordered paid by the President.

Trustee Kuehnel moved that the Village Hall Manager be allowed to have the walls of the Village Hall covered with 'new wood' (if it is legal to do such without advertising for bids). The project to be financed out of the Village Hall Fund. Yancey seconded the motion. Motion Carried.

Paul Harold made a request that the street and alley Committee put a culvert in at the entrance of the alley north of the American Legion Hall.

There being no other business to come before the meeting the meeting was adjourned upon a motion by Ziegenbein and a second by Kuehnel.

Paul L. Warner, Clerk.

Oct. 7, 1946.

The Village Board of Brighton met on the above date at the Village Hall in regular session. The meeting was called to order by the President, Harold C. Chase, with the following answering the roll call:

Charlie Yancey Milton Ziegenbein Ed. Kuehnel
Henry Giller Fred Scheffel
Absent---Lester Gaither.

The minutes of the last regular meeting were read (Sept. 2, 1946) and stood approved as read upon a motion by Ziegenbein and a second by Yancey.

The Treasurer's report was read showing a balance of \$1686.09 in the General Fund and \$368.23 in the Motor Fuel Fund. Scheffel moved and Giller seconded the motion that the report be accepted as read. Report accepted.

The report of the Village Hall manager showed a balance of \$304.46.

The following bills were read:

Illinois Power Co. (Sept. Lights)	\$46.80
V. W. Schroeder (Pipe etc.)	136.14
Thomas Hughes (mowing)	27.00
Walter Long (Col. W. Tax & salary)	68.50

Homer Kulenkamp	Labor on streets	14.40
Albert Laux	" "	46.50
William Bott	" "	5.10
John Seiler	Hauling	9.00

Trustee Ziegenbein moved that the bills be allowed and drawn on the proper accounts.

Trustee Yancey seconded the motion.

Roll Call Vote:

Yancey----Yes	Ziegenbein--Yes	Kuehnel--Yes
Giller----Yes	Scheffel----Yes	

President ordered the bill paid.

Charlie Yancey was appointed chairman of the Hallowe'en Parade for this year. Trustee Ziegenbein moved that Trustee Yancey be allowed to draw upto \$200.00 on the Picnic Association Fund to finance the Parade and Party. Kuehnel seconded the motion.

Roll Call Vote:

Yancey---Yes	Ziegenbein--Yes	Kuehnel--Yes
Giller---Yes	Scheffel----Yes	

Motion carried.

Mr. Patton presented the note of the Village held by V. W. Schroeder, and requested action to be taken on same.

Trustee Ziegenbein moved and Trustee Yancey seconded the motion, that the Village pay-off the Anticipation Warrant at the First National Bank of Brighton for the sum of \$700.00

Roll Call Vote:

Yancey---Yes	Ziegenbein--Yes	Kuehnel--Yes
Giller---Yes	Scheffel----Yes	

Ordered Paid by the President.

Trustee Ziegenbein moved and Trustee Scheffel seconded the motion to adjourn.

Meeting adjourned.

Paul H. Warner Clerk.

Brighton, Ill.

Oct. 21, 1946

The Brighton Village Board met at the Village Hall on the above date at a called meeting in regards to closing the south end of the Alley that lies between Lucius Jones and Miss Carrie Camp.

A discussion was held on the matter and a Committee of Fred Scheffel, Milton Ziegenbein and Paul Warner, was appointed to investigate the closing of it and make a report of their recommendations at the next meeting of the Village Board.

Gaither moved and Scheffel seconded the motion to adjourn. Meeting adjourned.

Paul L. Warner Clerk.

The Brighton Village Board ^{met} on the above date at the Village Hall in regular. The meeting was called to order by the President Harold Chase with the following answering the roll call:

Fred Scheffel	Henry Giller	Milton Ziegenbein
Edward Kuehnel	Charlie Yancey	

Absent--Lester Gaither.

The minutes of the last regular meeting (Oct. 7, 1946) and of a called meeting (Oct. 21, 1946) were read and accepted as read upon a motion by Ziegenbein and a second by Scheffel.

The Treasurer's report was read showing a balance of \$1416.65 in the General Fund and a balance of \$305.19 in the Motor Fuel Fund. The report was accepted as read upon a motion by Scheffel and a second by Giller.

The report of the Village Hall manager showed a balance of \$351.44. Scheffel moved and Giller seconded to accept the report.

The following bills were read:

Illinois Power Co.	\$46.80
Albert Laux Labor	69.23
Havelka Co. (\$306.36 & \$535.65)	842.01
Walter Long	64.00

Scheffel moved and Kuehnel seconded the motion to allow the bills and orders drawn on the proper accounts.

Roll Call Vote:

Scheffel-----Yes	Giller-----Yes	Ziegenbein---Yes
Kuehnel-----Yes	Yancey-----Yes	

Bills ordered paid by the President.

Ziegenbein moved ^{+Scheffel seconded the motion} that a vote of thanks be extended to Mr. Yancey and his committees for the time and efforts put forth preparing and putting on the Hallowe'en party.

A short discussion was held on Federal Grants that might be available in the future and that the Board have some Engineers to come and give us more information on the matter.

Being no other business to come before the meeting Scheffel moved and Ziegenbein seconded the motion to adjourn.

Meeting adjourned.

Paul L. Warner Clerk.

Brighton, Ill.

Nov. 26, 1946.

The Brighton Village Board met on the above date at a called meeting on Water-works and Sanitary-sewerage System for the Village of Brighton.

The meeting was called to order by the President, Harold C. Chase. The following answering the roll call:

Charlie Yancey	Ed. Kuehnel	Henry Giller
Fred Scheffel	Milton Ziegenbein	
Absent----Lester Gaither.		

A representative of the Caldwell Engineering Co., Jacksonville, Illinois, (Mr. J. Paul Rhoads) was present and presented to the Board the necessary information for arrangements for the application for a grant from the Federal Government for the 'Plans of a Water-works and Sanitary-Sewerage System for the Village.

After a discussion and a number of questions asked the meeting was adjourned.

Paul L. Warner Clerk.

Brighton, Ill.

Nov. 29, 1946.

The Brighton Village Board met on the above date at a called meeting to hear another representative of an engineering company.

The meeting was called to order by the President Harold C. Chase. The following answering the roll call:

Charlie Yancey	Ed. Kuehnel	Henry Giller
Fred Scheffel	Milton Ziegenbein	

Mr. Clifford Abraham of the Abraham Engineering Co., Alton, Ill., presented to the Board in detail the immediate steps to be taken to obtain 'Planning Money' for a Water-works and Sewerage-system for the Village.

Meeting adjourned.

Paul L. Warner Clerk.

The Brighton Village Board met on the above date at the Village Hall in regular session. The meeting was called to order by the President Harold C. Chase with the following answering the roll call:

Charlie Yancey Fred Scheffel Ed. Kuehnel
Milton Ziegenbein Henry Giller
Absent:
Lester Gaither.

The minutes of the last regular meeting (Nov. 4, 1946) and the two called meetings (Nov. 26 & 29, 1946) were read and approved as read upon a motion by Trustee Ziegenbein and a second by Trustee Kuehnel.

The Treasurer, Harold G. Bott, read the treasurer's report showing a balance of \$2439.72 in the General Fund. The Village Hall manager reported a balance of \$414.78. Trustee Yancey moved and Trustee Giller seconded the motion that the reports be accepted as read.

The following bills were read:

Robert Gaither----Labor-----\$9.20
Albert Laux-----Labor-----11.05
Illinois Power Co.-----Nov.----46.80
Walter Long-----64.00

Trustee Ziegenbein moved and Trustee Yancey seconded the motion that the bills be allowed.

Roll Call Vote:

Yancey-----Yes Scheffel-----Yes Kuehnel----Yes
Ziegenbein----Yes Giller-----Yes

Bills order paid by the President.

Trustee Ziegenbein moved that the Village Clerk and President be empowered to sign a contract with The Abraham Engineering Co., of Alton, Ill., for Post War Planning of a water-works and sanitary-sewerage system for the Village of Brighton. (At no expense to the Village)

Trustee Yancey seconded the motion.

Roll Call Vote:

Yancey-----Yes Scheffel-----Yes Kuehnel---Yes
Ziegenbein---Yes Giller-----Yes

Motion carried.

Trustee Scheffel moved that the Village of Brighton remitt to the Brighton Volunteer Fire Department their share of the 1945 & 1946 Tax money. (\$415.22)

Trustee Kuehnel seconded the motion.

Roll Call Vote:

Yancey-----Yes Scheffel-----Yes Kuehnel-----Yes
Ziegenbein---Yes Giller-----Yes

Motion Carried.

A letter was read by the Clerk, signed by R. L. Aldridge and E. E. Whitaker, for the abandoning of Clark Street. As it was not signed by all the property owners adjoining the street no action was taken. The Attorney was instructed to check into the matter.

As there was no other business to come before the meeting, Scheffel moved and Giller seconded the motion to adjourn.

Meeting adjourned. Paul H. Warner Clerk.

The Brighton Village Board met on the above date at a called meeting to pass the resolutions and the Ordinance necessary for the filing of the application for the 'Grant' issued by the State and Federal Governments for a 'Planning Program' of a Water And Sewerage System for the Village of Brighton.

The meeting was called to order by the President Harold C. Chase with the following answering the roll:

Milton Ziegenbein Ed. Kuehnel Chas. Yancey
Fred Scheffel Henry Giller
Absent-----Lester Gaither.

The Clerk read AN ORDINANCE AUTHORIZING, EMPOWERING AND DIRECTING THE PRESIDENT OF THE VILLAGE BOARD OF TRUSTEES AND THE VILLAGE CLERK TO EXECUTE AND DELIVER IN THE NAME OF AND ON BEHALF OF THE BOARD OF TRUSTEES OF THE VILLAGE OF BRIGHTON, A CERTAIN AGREEMENT WITH C. F. ABRAHAM, OF 205 PIASA ST. ALTON, ILL. FOR ENGINEERING SERVICES, AND INCLUDING A WRITER TO SAID AGREEMENT.

It was moved by Trustee Ziegenbein and seconded by Trustee Scheffel that all rules of the Village Board of the Village of Brighton which might prevent, unless suspended, the final passage and adoption of said proposed ordinance at this meeting be and the same are hereby suspended for the purpose of permitting the final passage and adoption of said ordinance at this meetin. The Roll be called upon the question of the adoption of the motion to suspend such rules, the following vote was recorded:

Ziegenbein----Yes; Ed. Kuehnel----Yes; Chas. Yancey---Yes; Scheffel--Yes
Motion carried and rules suspended. H. Giller--Yes

Trustee Scheffel moved that said ordinance be now placed upon its final passage. Trustee Kuehnel seconded the motion. The roll be called upon the question of the adoption of the motion to place said ordinance upon its final passage, the following vote was recorded:

Ziegenbein---Yes. Kuehnel---Yes. Yancey---Yes. Scheffel---Yes Giller-Yes
Motion carried.

Trustee Kuehnel thereupon moved that the said ordinance be finally passed as introduced and read. Trustee Ziegenbein seconded the motion. The Roll being called upon the question of the adoption of the motion that the ordinance be finally passed as read the following vote was recorded:

Ziegenbein--Yes. Kuehnel--Yes. Yancey--Yes. Scheffel--Yes Giller--Yes

The President thereupon declared such motion carried and the ordinance finally passed as read and signed the said ordinance in approval and the ordinance was also signed by the Clerk and the Corporate Seal of said Village was affixed thereto.

THE ORDINANCE WAS ASSIGNED NO. 179

RESOLUTION # 1

The Village Clerk read the following Resolution for adoption by the Village Board:

1. That an application be submitted to the bureau of community facilities of the Federal Works Agency for an advance of funds to prepare plans and specifications for a Municipal Water Works Sytem;
2. That Harold C. Chase, President of the Village Board is hereby designated as the official representative of the Village of Brighton for the purpose and is hereby authorized to sign such application and furnish the Government with such general, technical, and financial information as may be requested; and
3. That in accordance with Section 8 of the Regulations of the Bureau the Village of Brighton plans and reasonably expects to initiate the construction of the proposed public works within four years after receipt of the advance and to prosecute the public works to completion.

It was moved by Trustee Giller and seconded by Trustee Yancey that the Village Board adopt the said Resolution as read by the Clerk.

Roll Call Vote:

Ziegenbein---Yes	Kuehnel---Yes	Yancey---Yes
Scheffel-----Yes	Giller-----Yes	

RESOLUTION ADOPTED.

Trustee Ziegenbein moved to adjourn
Kuehnel seconded the motion.
Meeting adjourned.

Paul L. Warner Clerk.

ORDINANCE NO. 179

AN ORDINANCE AUTHORIZING, EMPOWERING AND DIRECTING THE PRESIDENT OF THE BOARD OF TRUSTEES AND THE VILLAGE CLERK TO EXECUTE AND DELIVER IN THE NAME OF AND ON BEHALF OF THE BOARD OF TRUSTEES OF THE VILLAGE OF BRIGHTON, A CERTAIN AGREEMENT WITH C. F. ABRAHAM, OF 205 PIASA ST. ALTON, ILL. FOR ENGINEERING SERVICES.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF BRIGHTON AS FOLLOWS:-

Section 11. That Harold C. Chase, Pres. of the Village Board and Paul L. Warner, Village Clerk be and they are hereby authorized, empowered and directed to forth-with execute and deliver in the name and on behalf of the Village of Brighton, Ill., an agreement in four counterparts with C. F. Abraham, Consulting Engineer, in words and figures as follows:-

ARTICLES OF AGREEMENT

THIS AGREEMENT Made and entered into this 17th day of December, A. D. 1946, by and between the Village of Brighton Illinois, acting by and through the President, Harold C. Chase and Clerk, Paul L. Warner, Party of the First Part, and C. F. Abraham, Civil Engineer, of 205 Piasa Street, Alton, Illinois, Party of the Second Part.

WITNESSETH: That Whereas the Village of Brighton is contemplating the construction of Water and Sewer Systems which will necessitate the execution of surveys, plans, estimates, and specifications requiring the services of a Civil Engineer;

NOW THEREFORE, It is hereby agreed by and between the Parties hereto that the said C. F. Abraham is hereby employed, instructed and authorized to proceed with the surveys, plans, estimates, and specifications required for the construction of the above mentioned improvements and to represent said Village of Brighton as its Engineer in the construction of said Improvements and its relations with any Agency of the State or Federal Government in connection with said Improvement.

IT IS FURTHER AGREED, That for and in consideration of the payments herein provided to be made by the Party of the First Part to the said C. F. Abraham, that the said C. F. Abraham agrees to furnish and perform the various professional services required for the construction of the above named Improvements as follows:-

1. File, as soon as possible, an estimate and proposal with the Illinois Post War Planning Commission for the construction of said Water and Sewer Systems and from time to time, furnish any additional information required by that Agency in connection with the proposed project.
2. Execute surveys, draw plans and specifications and submit same for approval by the Village Board, Illinois Post War Planning Commission, State Department of Sanitary Engineering, State Division of Waterways, Federal Works Agency, and any other State or Federal Agency as may be required by law or necessary in order to obtain State or Federal assistance, permits, grants, or loans to effectuate the Improvement. The cost of all permits to be paid by the Party of the First Part.

3. Consult with the Village Board and its Officials whenever required in connection with the proposed Improvement and advise with and keep informed the said Village Board as to progress of said work and steps to be taken.

4. Furnish and file with the Party of the First Part two (2) sets of plans and specifications for said work and additional copies of said plans and specifications with the necessary State and Federal Agencies as may be required, except that the maximum sets of said plans and specifications so furnished and filed shall be twelve (12) and for additional copies required, the Party of the First Part agrees to compensate the Party of the Second Part at the rate of ten (10) cents per sheet for ~~plans~~ specifications and thirty-five (35) cents per sheet for plans in addition to any other compensation herein provided. Original documents, survey-notes and tracings, it is hereby agreed are, and shall remain the property of the Engineer.

5. Furnish general supervision of the work of the Contractor including line and grade surveys as the construction progresses, to assist in a correct interpretation of the plans and specifications and to safeguard the ~~OWNER~~ OWNER against defects and deficiencies on the part of the Contractor but the ENGINEER does not guarantee the performance of the contract by the Contractor. (The general supervision of the ENGINEER is to be distinguished from and does not include the resident personal supervision as hereinafter mentioned.)

6. Furnish resident inspection and/or such other surveys or services as may be mutually agreed upon between OWNER and ENGINEER, at the field payroll actual costs to the ENGINEER plus field, traveling, and out-of-office expense.

7. Furnish property, boundary, right-of-way or other surveys.

8. Furnish and perform the supervision of work of inspection bureaus and laboratories in the inspection and tests of materials entering into the construction of structure, receive, and pass upon by approval or rejection all reports by such laboratories or bureaus on the material tested for use in the structure. (N.B. The cost of all such tests and inspection by laboratories or bureaus to be paid for by the OWNER.)

9. Furnish and perform the supervision of all test borings, sub-surface explorations or other investigations required for the determining of foundation conditions for the structure. (The cost of such borings, tests, explorations, or investigations to be paid for by the OWNER.)

IT IS ALSO HEREBY AGREED, That for and in consideration of the professional engineering services provided to be performed by the Party of the Second Part as set forth in paragraphs 1, 2, 3, 4, 5, 7, 8 and 9 above, that the Party of the First Part shall pay to the Party of the Second Part a lump sum based upon and equal to 6.0% of the estimated cost of said improvement. The amount of said fee to be fixed by resolution of the Village Board upon completion of all estimates, and that in addition thereto the Party of the First Part shall pay all reasonable expense incurred in traveling to and from any other points than between Brighton, Ill. and Alton, Ill. as may be required in connection with the Improvement upon submission of an itemized bill for the same.

The fee herein provided to be paid to the Party of the Second Part for the services enumerated in Paragraphs 1, 2, 3, 4, 5, 7, 8 and 9 inclusive shall be paid as follows:

(a) No dollars and no cents upon the filing of the necessary applications for planning loan and grant with the Illinois Post-War Planning Commission and The Federal Works Agency.

(b) One half of one percent (.50%) upon completion of the preliminary plans estimate of cost and report. Said percentage to be based upon the preliminary estimate of cost.

(c) A sum equal to three (3) percent of the estimated cost of the improvement upon completion and acceptance of the plans and specification by the Federal Works Agency, the Illinois Post-War Planning Comm. and the Illinois Division of Sanitary Engineering. Said amount to be in addition to previous payments.

(d) Ten percent (10%) of the unpaid balance of the fee herein provided for based upon the estimated cost to be paid each month as the work progresses in construction.

(e) The balance of the fees and all other compensation and expenses herein provided, less all previous payments shall be due and payable upon completion of the improvement and its' acceptance by the Party of the First Part and the State and Federal Agencies interested therein.

IT IS ALSO AGREED, That payment for resident inspection and other surveys or services as set forth in Paragraph 6 above shall be made monthly by the Party of the First Part upon presentation of claims therefor.

IT IS ALSO AGREED That if the Engineer shall fail to carry out any provisions of the contract within the time and in the manner herein provided, or if the Engineer shall violate any of the covenants, agreements or stipulations of this contract, or if in the opinion of the Party of the First Part the conduct of the Engineer is such that the interests of the project are likely to be placed in jeopardy, or in the event the Party of the First Part shall elect not to proceed with the project, the Owner shall have the right to terminate this contract upon ten (10) days written notice to the Engineer of the fact and time of such termination. Upon receipt of such notice the Engineer shall, unless the notice directs otherwise, immediately discontinue all services and work and the placing of all orders or the entering into contracts for services and work, supplies, assistance, facilities and materials in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract.

If the Contract be terminated due to the fault of the Engineer, no further payments on account of the fee will thereafter be made but the Party of the First Part shall become liable for all obligations, commitments and unliquidated claims which the Party of the Second Part may in good faith have undertaken or incurred in connection with his services herunder. If this contract be terminated due to no fault of the Engineer, he shall be paid promptly that portion of the prescribed fee which the work

actually performed under this contract bears to the total work to be performed less such payments have been previously made.

Drawings and specifications as instruments of services are the property of the Engineer, except that if the project is not carried to completion and the Engineer is compensated for the preparation of designs, drawings and specifications the Party of the First Part shall have the right to utilize such designs, drawings and specifications forming the basis of payment to the Engineer without any claim on the part of the Engineer for additional compensation. This does not, however, authorize or empower the Party of the First Part to use or permit the use of such designs, drawings and specifications for any purpose other than for the completion of the original project or a project substantially similar thereto.

That all questions in dispute under this Agreement shall be submitted to arbitration at the choice of either party hereto.

IT IS ALSO AGREED, That this Contract shall be in full force and effect for a period of five (5) years from the date of this contract, but that if this proposed Improvement is about to be constructed, or is under construction upon the expiration of this Agreement, then this Contract shall remain in full force and effect until the proposed Improvement shall be completed.

IT IS FINALLY AGREED, That the Parties hereto each binds himself, his partners, successors, executors, administrators and assigns to the partners, successors, executors, administrators and assigns of the other party in respect of all the covenants of this Agreement. Except, that neither party hereto shall assign, sublet or transfer his or their interest in this Agreement without the written consent of the other Party hereto.

SIGNED THIS 17th day of December A. D. 1946

CITY OF Brighton, Ill.

By Harold C. Chase

ATTEST:

Paul L. Warner
Clerk

(SEAL)

C. F. Abraham
Civil Engineer

SECTION 2. That Paul L. Warner, as Clerk of the Village of Brighton, Illinois, be and is hereby authorized, empowered and directed to forthwith attest each of said Agreements in four counterparts by signature as such Village Clerk and to affix the Seal of the said Village of Brighton thereto, and said Agreements when so executed by said Officers of the Village of Brighton, Illinois and by C. F. Abraham, Civil Engineer, shall for all intents and purposes and according to the terms and provisions thereof, be deemed to be the Contract and Agreement of the Village of Brighton, Illinois on the one part and C. F. Abraham, Civil Engineer, on the other part.

SECTION 3. That said Agreement as set out at length in Section One hereof and each and every part, section, paragraph, clause and provision thereof, be and the same are and each of them is hereby in all respects approved and confirmed.

(SEAL) PASSED by the Board of Trustees of the Village of Brighton and deposited and filed in the office of the Village Clerk of Village this 17th day of December A. D. 1946 ATTEST: Paul