1937

ment

ler.

d of

ering

enue

lues,

oved

sta-

Int-

7.

on

m-

ere

eir

ille

rt-

es-

uis

hn

b-

n-

1.

an

he

n-

nt

to

n

V.

d,

V-

n

S

i

July 27 From the Corporation Counsel July 27, 1937. the Honorable, the Common

Council. — In accordance with Gentlemen 9, Chapter XXIII, Title IV section 9, of the City of Detroit, of the charter of the City of Detroit, of the the advise you of the pendency lbeg following cases in which I beg to account of the following cases in which the of the City of Detroit is interested:

Wayne Circuit Court: Marie McWha v. City of Detroit. Marie No. 202,899. Damages, personal in-

Juries.

John C. Tear, doing business as
The Tear Nurseries v. Mary Walker, The Teal Defendant, City of Detroit, Garnishee Defendant. No. 28939, Gar-

Helen Pastusiak v. Robert Crego, No. 202,847. Damages to property and

personal injuries.

In the Matter of the Petition of Estate of William Livingstone, No. 202,106. Petition for vacation of Plat. Order entered by Circuit Court vacating plat. Closed.

Union Guardian Trust Company v. Harold Wagner, Principal Defendant and City of Detroit, Garnishee Defendant, No. 29,682. Garnishment.

John Price v. Louis Sak, et al, and City of Detroit, No. 269,550. Re: condemnation award.

Charles A. Lorenzo v. Emma Balla, Principal Defendant and City of Detroit, Garnishee Defendant. No. 203,-184. Garnishment re: condemnation award

Ella Weisgram and Charlotte Beaubien v. City of Detroit. No. 269,847. Re: condemnation proceedings.

United States District Court: In the matter of William C. Guensche, No. 21372. Tax claim of City. Order entered disallowing tax claim. Closed.

Michigan Supreme Court:

In the matter of widening Gratiot Avenue from Townsend Avenue to Pennsylvania Avenue. Appeal from the Recorder's Court to the Michigan Supreme Court, in recondemnation proceedings, Parcel No. 80.

Respectfully submitted, RAYMOND J. KELLY, Corporation Counsel. Received and placed on file.

From Department of Public Works

To the Council: July 20, 1100 Common

Gentlemen — In conformity with resolution of your Honorable Body ment between the Michigan State Western Railroad and the City of the has been perfected covering Destern Railroad and the City the Constant Perfected covering the construction and distribution of costs the construction and distribution tions on laborate and Seven tion costs dection and distribution of Mile Road with the Grand Trunk, vided by the expended under the Conment, to be expended under the comment, the comment of the

copy of which agreement is sub-

The agreement has been reviewed and approved by the engineering and legal staffs of each of the parties hereto and is now ready for execu-

The work which the City is to do is the same as previously outlined. However, it is anticipated, because of increase in prices, that the City's cost will be about \$16,000.00 more than as set forth in the previous communication to your Honorable Body, making an estimated total cost for the City of about \$240,000.00. On the same basis, the Grand Trunk's share of the cost has been increased about \$40,000.00, due both to an increase in the amount of work to be assumed by the Railroad and increase in prices.

Attention is called to paragraph 7-A-(2) wherein the State Highway Department will do the excavation in Seven Mile Road and John R and will be reimbursed by the City, and dispose of the fill on the railroad right-of-way. This clause was put in the agreement as being the most expeditious way of performing the two classes of work and also relieving the City of liability, because of fill placed on the railroad right-of-way.

I therefore recommend that your Honorable Body adopt the accompanying resolution and that the agreement be printed in the Council proceedings, as a matter of record.

Respectfully submitted, L. G. LENHARDT, Commissioner.

THIS AGREEMENT made and entered into this.....day of , A. D. 1937, by and betwee ne MICHI-GAN STATE HIGHWAY DEPART-MENT, acting through Murray D. Van Wagoner, State Highway Commissioner of the State of Michigan, hereinafter called the HIGHWAY DEPARTMENT; CITY OF DETROIT, a municipal corporation of the State of Michigan, hereinafter called the CITY; and GRAND TRUNK WEST-ERN RAILROAD COMPANY, a Michigan corporation, hereinafter called the RAILROAD:

WHEREAS, near their intersection with each other, the highways known as Seven Mile Road and John R Street cross at grade the right-ofway and tracks of the Railroad within the corporate limits of the City, and the separation of railroad and highway grades at said crossings, as a matter of public safety and convenience, has been approved by the Federal Bureau of Public Bureau of Bureau of Public Bureau of Bur Roads as a project for construction by the use of emergency funds provided by the United States Government, to be expended under the provisions of the several Acts of Construction 1620

has completed condemnation proceedings to provide the right-of-way necessary for the widening and sloped embankments in and for the high-ways, and the Railroad has acquired or will acquire by purchase or condemnation, additional right-of-way for embankment slopes made necessary by the elevation of its tracks;

WHEREAS, the parties hereto have reached an understanding with each other respecting such construction. including the preparation and approval of plans and specifications, the depression of the highways, the elevation of the tracks of the Railroad, the temporary construction work necessary to provide for the operation of trains of the Railroad during the construction period, the construction of the permanent grade separations, the related and inci-dental work made necessary by such construction, and the payment of the cost thereof, and desire to set forth their understanding in the form of a written agreement:

NOW, THEREFORE, in considera-tion of the premises and the per-formance of the mutual undertakings of the parties hereto, and subject to the condition that the total contribution by the Highway Department, inclusive of the cost of engineering, shall not exceed the sum of Five Hundred Thousand Dollars, it is agreed as follows:

1. The general plans of the project are shown on the following Exhibits which are attached to and made a part of this agreement:

Exhibit A-General plan of grade separation structure on Seven

Exhibit B—General plan of grade separation structure at John R

Exhibit C-Plan and profile of railroad showing present and pro-posed changes in grades, widths of right-of-way, track layout, including changes required to rehabilitate industries, right-of-way walls, fences, etc., consist-

Exhibit D—Plan and profile of Seven Mile Road and John R Street showing present and proposed changes in grades, widths of highways, pavements, side-walks, retaining walls, intersect-ing streets, side drives, etc., con-

sisting of two sheets.

2. The City shall by proper action, in the manner provided by law, adopt the lines shown upon Exhibits A, B, the lines shown upon Exhibits A, B, C, and D as the plans and profiles permanently fixing the levels to which said Seven Mile Road and gradients thereto, and the minimum vide for the separation of grades and carry the tracks of the Railroad over

3. The City shall acquire all property (except property owned or controlled by the Railroad) necessary for additional right-of-way for said Seven Mile Road and John R. Street, as required for the grade separation and shown on Exhibit D, and shall also arrange for the payment of all abuttal and consequential damages, if any there be, to property, businesses, or persons (other than the property of the Railroad) in any way arising from the changes in grades of highways within the limits of said grade separation work including Greendale Avenue, State Fair Avenue, and all intersecting streets and from the construction of said bridge structures to carry the tracks of the Railroad and the highway approaches thereto. The Railroad shall acquire by purchase or condemnation all property (except property owned or controlled by the City) necessary for additional right-of-way to accommodate its embankment slopes made necessary by the elevation of its tracks, as shown on Exhibit C. The cost of the acquisition, by the City or Railroad, of all such additional property and the payment of all abuttal and consequential damages in connection with this grade separation project shall be shared equally by the City and the Railroad, subject, however, to the limitation and condition that the participation of the Railroad in such acquisition of additional right-of-way and in the payment of such abuttal and consequential damages shall not exceed the total sum of One Hundred Thousand Dollars (\$100,000.00). Any and all property owned or controlled by either the City or the Railroad necessary to and required for the carrying out of this grade separation project, shall be dedicated thereto without compensation therefor.

4. The Railroad, at its own expense, will make preliminary surveys, engineering investigations and studies, prepare and furnish all designs, detail plans, specifications, and estimates of cost for the temporary falsework structures to support its tracks during the construction period. and for the construction of the permanent grade separation structures and all of the Railroad facilities, the same to be subject to the approval of the Highway Department, the City, and of the Federal Bureau of Public Roads. Said work shall be designed, detailed and constructed in accordance ance with the current standard specifications and standards of the Highway Department, except that the American Railway Engineering Association ciation specifications shall govern the design of such portions of the work as carry railroad loading. The grade separation structures shall be designed based on the live loading commonly known as Cooper's E-72.

5. The City, at its own expense,

all deforches per all deforche and the work of commencement awarding of commencement the therefor. ontracts out consents The Hallroad separation of grade separation of grade separations and account of the separation of grade separations and account of the separation of grade separations and account of the separation of the separa assisting of grade Separated Pi is tracks and across 105 th performance of this cont. he performance of profiles, mi Accordance William on Provided to and D; and I distribution of the completion most herein provided, and p all terms and conditions grants to the grant to a basement and franchise for ny purposes across its rightis shown on Exhibit C, said ment and franchise to conti force as long as Seven Mile and John R. Street remain op are used as a part of the pub am of highways or streets. It tenstood that the performance greement on the part of th mad shall release and disch from any and all assessments of nature and description, arisin the performance of this agree including assessments for grad nation benefits, and any a damages or liability has such as are specifially a the Railroad under this and be acepted as a fr dage of all obligations of th ad present or future, arisi this agreement and the po the thereof, and the City is assume, and indemnify an sing the Railroad aint all the samoau assess state at the atoresand state benefits, damages, other than such as a a sumer hy the points. setty assumed by the Railro and R To expedite the accomplished where accomplished whe the complete the the plette grade action in perior grade action in the plette grade action in the pletter grade action in the perior graded between the property and they between the perior graded betw hereto divided between and cordance med prop. cessary or said Street ration shall of all mages. busi-

1937

n the y way grades f said uding Aves and oridge of the aches

quire all ed or y for comf its The City ional

nages eparmally suband a of n of the

conceed houand i by nerryproith-

exsurand deand rary

iod. erires the val ity. blic

ied, rdect-

ork de-

gh-the 10E

will prepare all designs, detail plans furnish, or cause to be furnished, at and specifications for all street work, and specific the approaches and facilties for temporary and permanent highway traffic; said work shall be bighway and constructed in accordance with the current standard speoffications of the City; same to be subject to approval of the Highway penertment and the Railroad before be commencement of work thereon and before the awarding of construction contracts therefor.

6. The Railroad consents to the construction of grade separations under its tracks and across its right-ofway, without compensation other than the performance of this contract, in accordance with the profiles, maps and plans hereinbefore referred to as Exhibits A. B. C. and D; and in consideration of the completion of the project herein provided, and pursuant to all terms and conditions of this agreement, hereby grants to the City an easement and franchise for highway purposes across its right-of-way, as shown on Exhibit C, said easement and franchise to continue in force as long as Seven Mile Road and John R. Street remain open and are used as a part of the public system of highways or streets. It is understood that the performance of this agreement on the part of the Railroad shall release and discharge it from any and all assessments of every nature and description, arising from the performance of this agreement, including assessments for grade separation benefits, and any and all charges, damages or liability other than such as are specifially assumed by the Railroad under this agreement, and be acepted as a full discharge of all obligations of the Railroad, present or future, arising out of this agreement and the performance thereof; and the City hereby assumes to itself and agrees to pay and assume, and indemnify and save harmless the Railroad from and against all the aforesaid assessments, including assessments for grade separation benefits, damages, costs and expenses other than such as are speother than such as an under this agreement, without charge, recourse to, or recharge over against

To expedite the accomplishment of the complete grade separation project, the work and the tun performing of the work and the furnishing of the materials there-for, shall the parfor shall be divided between the parhereto, and they hereby respectively agree to perform and complete, or cause or cause to perform and completed to be performed and com-pleted in acordance with the ap-for, the portions of rold work hereby

its expense, except as specified in (2) below, all material, labor, and equipment required, and agrees to undertake and perform, through contrators, all work necessary to the completion of this project as described and included herein, as follows:

(1) The complete construction of the permanent subway structures to carry the highways under the Railroads tracks at Seven Mile Road and John R. Street, including backfilling

behind abutments.

(2) All general grading and filling for the elevation of the tracks of the Railroad and of the industries as shown on Exhibit C; it being understood that the expense of placing in the railroad fill all the general excavation for the depression of Seven Mile Road and John R. Street for the underpasses and the highway approaches thereto, including intersecting streets, side drives, etc., will be reimbursed to the Highway Department by the City on the basis of the actual quantities of earth so moved at the unit price bid by the Highway Departments contractor for this item of work.

(3) The construction, maintenance and later removal of temporary falsework trestles for two tracks required to maintain railrad traffic during the construction period, over and across Seven Mile Road and John R. Street.

(4) Railroad right-of-way retaining walls and fencing.

(5) Sodding embankment slopes on Railroad right-of-way.

(6) All of the work not allocated to and undertaken or performed by the City or the Railroad, necessary for the completion of this grade separation, subject, however, to the limitation of Five Hundred Thousand (\$500,000.) heretofore pro-Dollars

(B) Work by the City: The City shall furnish, or cause to be furnished, at its expense, all material, labor and equipment required, and agrees to undertake and perform with its own forces or through contrators, all work necessary to complete this project as described and included herein, as follows:

(1) Highway detours and the maintenance of highway traffic, including necessary barricades and temporary lighting facilities.

(2) All street work necessary to the completion of this grade separa-tion project, including sidewalks, curbs, pavement, drainage, sodding of embankment slopes, street retaining walls, relocation and reconstruction (A) to them respectively, to-wit:

The Highway Department shall

Walls, relocation and reconstruction of existing municipally-owned and public utilities, parallel side drives and connections for intersecting streets and connections for intersecting streets.

(3) Changes in the grades of State Fair and Greendale Avenues, including the permanent pavements thereon to conform to the new elevation of the Railroad as indicated on Exhibit C.

(4) All other related work allocated to and undertaken by the City necessary to the completion of this

grade separation project.

(c) Work by the Railroad: The Railroad shall furnish, or cause to be furnished, at its expense, all the materials, labor and equipment required to perform and complete the following items of work:

(1) The performance of the temporary and permanent track work, including ballasting, surfacing, relocat ing and lining of tracks and the maintenance thereof during the entire con-

struction period.

(2) Necessary temporary and permanent changes in telephone and telegraph lines, signals and signal lines, and other related work; furnish, when and as required, in connetion with the work performed by it, temporary operators, switchtenders, conductors, flagmen, etc., required for the safe and proper operation of the railroad during the period of construction, exclusive, however, of such expense caused by work performed by contractors, or others.

(3) All work necessary and incidental to the completion of the work described in this Paragraph C.

8. The Highway Department shall advertise its portions of the work in accordance with its regulations, considering bids therefor only from contractors prequalified by it for such work and approved by the Chief Engineer of the Railroad; shall award the contract therefor; and shall exercise complete supervision and control over such construction. The Railroad may, at its own expense, place on the work a competent engineer, who, together with necessary assistants, shall assist the field representatives of the Highway Department and the City to the fullest extent in order to coordinate the work and to obtain the greatest progress with the minimum of delay or interference in carrying out the general grade separation project; and who shall have the right to inspect the erection and construction of all steel work and masonry and other parts of the project. Prior to the award of any contracts for this project, a conference shall be held between the representatives of the Highway Department, the City, the Railroad and the interested contractors, at a time and place to be designated by the Highway Department, for the purpose of coordinating the work to be performed by the interested par-

All work herein to be done by the Highway Department and the

City on the right-of-way of the Rail-City on the figure way of the Rail road shall be performed in a manner road shall be to the Chief Engineer road shan be provided in a manner satisfactory to the Chief Engineer of satisfactory to the Chief Engineer of the Railroad, or his authorized representatives on the ground; and the construction of the grade separation and all improvements to be made and an inspall be executed without and insofar as damage, and insofar as possible damage, and Insolar as possible, without delay to the trains of the Railroad, and that the Highway Department and the City, and their conpartment and observe such restrictions as said Chief Engineer, or his representatives on the ground, may impose, to insure the safety and dispatch of persons, and property of, or in care of, the Railroad and the safe expeditious operation of its The Highway Department trains. and the City shall require each of their contractors, upon completion of his work, to remove from within the limits of Railroad right-of-way, all his machinery, equipment, surplus materials, falsework, rubbish, and temporary buildings, and to leave the right-of-way in a neat condition satisfactory to the Chief Engineer of the Railroad, or his authorized representative on the ground.

10. The Railroad agrees to designate locations and tracks which may be used by the contractors for material yards, plant layouts, and the construction operations in connection with the work involved on and adjacent to its right-of-way, insofar as the same shall be available, and without expense to the contractors, or to other parties to this agreement. Such contractors will not be permitted to occupy any portion of the operating tracks of the Railroad, or move their construction plant or equipment across the said operating tracks, or to conduct their work in such a manner that workmen are required to cross said tracks except with specific approval by the Chief Engineer of the Railroad; and they shall at all times be required to comply fully with all the Railroad rules, regulations and requirements pertaining thereto. In case such specific approval is granted, the contractor, or contractors, shall bear the entire expense caused by or incident thereto, including necessary conductors, flagmen, switchmen, and other employees. No provision of this section section, or approval by the Railroad, as to construction operations, shall relieve any contractor of any or all responsibility and liability under this agreement.

11. The Railroad agrees, at its own expense, to arrange for and carry Workmen's Compensation, Public Liability, and Property Damage Insurance to indemnify the Highway Department and the City and save them harmless from loss and damage to property, and injury to or death of any nercon any person, or persons, and from court costs, attorneys' fees and ex-

pense incident theretor the it. It is insofar as by it. It is expressly as by it. It is insofar of agreed ontributions and count are involved and contributions of are involved and generations are involved and are inv Department are involved is herein convempropriati from mus appropriation of the control of the contro eral Government regularies rederal laws and regulations and regulations in and mac corporate and that in agreement, and on a 11 lays of Federal appro ing necessary right-of-v ing necessary ras which damage claims, which of the Highway Departs impracticable to utilize mprathe current appi the construction of the such event occurs bef mencement of work h Highway Department m ten notice thereof upo parties hereto, and th shall thereupon termina 13. The City agrees th

construction period it W ily close Seven Mile Road Street in the vicinity of crossings with the rai highway and pedestrian that it will provide suit across the railroad tracks the highway traffic at G State Fair Avenues and able points which will interfere with construct tions. Throughout the r the detours are being u for highway traffic during struction of the grade sep lect, the City agrees, at perse, to provide adeq supervision to direct hig using the said detours temporary crossings of tracks. The City further all temporary and perma ing facilities for the grade and the detours shall be the cost of the elect

14. In the event of ac casioning the strong story of the strong story erty, or injury to, or death ncluding the property and out of any of the parties and from the country the parties here resulting of during this agreement the performance in happening on the ri ether happening on the righways or elsewhere in of the Railroad Companys, or elsewhere, inc. cidents, or elsewhere, tours occurring where, or damage to here any high for on personerty, and the state of e Railnanner
neer of
repred the
ration
made
ithout
ithout
ossible,
of the

y Der conctions reprey imdisof, or e safe f its

ch of letion vithin -way, irplus and e the lition er of epre-

lesigmay mathe ction adjaur as withor to Such d to ating their ment

nent or to nner cross apthe imes all and In ated. shall y or sary

and this oad, shall this own

LiasurDe-hem
to
h of
from
ex-

pense incident thereto, arising out of the work to be performed hereunder

by it. It is expressly understood and agreed that insofar as the operations agreed ontributions of the Highway pepartment are involved, the project peparen contemplated is to be financed from funds appropriated by the Federal Government and expended under Federal laws and regulations, which laws and regulations are hereby incorporated in and made part of this agreement; and that in the event delays or difficulties occur in securing necessary Federal approval, or acquiring necessary right-of-way, or settling damage claims, which in the opinion of the Highway Department render it impracticable to utilize Federal funds from the current appropriation, for the construction of the project, and such event occurs before the commencement of work hereunder, the Highway Department may serve written notice thereof upon the other parties hereto, and this agreement shall thereupon terminate forthwith.

13. The City agrees that during the construction period it will temporarily close Seven Mile Road and John R Street in the vicinity of the respective crossings with the railroad to all highway and pedestrian traffic, and that it will provide suitable detours across the railroad tracks at grade for the highway traffic at Greendale and State Fair Avenues and other suitable points which will not unduly interfere with construction operations. Throughout the periods when the detours are being used by and for highway traffic during the construction of the grade separation project, the City agrees, at its own experse, to provide adequate police supervision to direct highway traffic using the said detours and their temporary crossings of the railroad tracks. The City further agrees that all temporary and permanent lighting facilities for the grade separation and the detours shall be connected into its lines, and that it will pay the cost of the electricity used

14. In the event of accidents occasioning loss of, or damage to propincluding the property and employees of any of the parties hereto, arising resulting from, the performance of this agreement by the Highway Delether happening on the right-of-way highways, or elsewhere, including actiours occurring on any highway deor damage to property, and injury to, of death of persons, on account thereshall be liable, or be damaged.

tion of the party responsible therefor; provided, however, that to the extent that any such loss, damage or liability is caused by a contractor, of any of the parties hereto, then in such event, the loss, damage, or liability shall be borne by said contractor, but if caused by the joint or concurring negligence of two or more of the parties hereto, it shall be borne by such negligent parties equally.

15. In connection with the work to be performed hereunder, the Highway Department and City shall require their contractors to carry the following insurance in a form and with insurers acceptable to the Railroad:

(1) Workmen's Compensation Insurance.

(2) Public Liability Insurance covering injury to and death of persons in the amount of not less than Fifty Thousand Dollars (\$50,000.) for any one person and not less than Five Hundred Thousand Dollars (\$500,000.) for any one accident, and Property Damage Insurance covering the loss of, or damage to property in the amount of lot less than Fifty Thousand Dollars (\$50,000.).

(3) Owner's Risk Insurance insuring the Highway Department, the City and the Railroad, parties to this agreement, with above mentioned limits of liability.

The Highway Department and 16. the City agree that they will cause to be inserted in any contracts that they award for the doing of any of the work herein, a provision whereby it shall be agreed that the contractor accepts exclusive liability for all contributions under any unemployment compensation, or insurance law of the State of Michigan and of the United States, which may be in force and effect at any time during the construction period, and further agrees to meet all requirements that may be specified under any regulations of the Board, Commission or Administrative Official of the State of Michigan, having in charge the administration of any such State unemployment compensation, or insurance law, and of the Federal Social Security Board.

17. If, at any time, without fault of the parties hereto, the work is hereunder agreed to be done, shall cease and not be resumed within sixty days, the parties hereto shall then agree upon and perform such work as agree upon and perform such work as reasonably necessary to place the is reasonably necessary to place the railroad tracks and the highways in railroad tracks and the highways in satisfactory permanent operating consatisfactory permanent operating constitution and the City and Railroad dition and the City and Railroad dition and the city and sail assume and pay the cost thereof, equally, provided that the aforeof, equally, provided that the aforeof said sixty-day limitation shall not apply to the temporary suspension of

work under order of a court of competent jurisdiction, in which event the work shall be resumed and completed as soon as may be, in accordance with the terms of this agree-

18. When the work of construction of said grade separation project has been completed, the Railroad shall, at its own cost and expense, maintain and keep in repair, the structures supporting its tracks and shall repair, or replace, at its own expense, any portion, or portions, of the structures which may be damaged or destroyed by accidents, or collision, resulting from railroad traffic and the City shall, at its own cost and expense, operate, maintain, repair and renew. when necessary, all of the municipally owned utilities which have been constructed, reconstructed, or relocated in connection with this project, including the street lighting facilities incorporated in the grade separation structures, and the street retaining walls, the paving and sidewalks, curbs and drainage structures, including main sewers; and the City shall, at its own expense, repair and replace any portion, or portions, of the structures which may be destroyed by highway traffic.

19. Any of the parties hereto may now, or at any time hereafter, and from time to time, at their option, and at their sole cost and expense, construct or provide additional facilities and betterments, together with the necessary construction and expenditures to adapt the same to the new physical conditions occasioned by such additional facilities and betterments, provided that all future construction shall maintain the mini-mum underclearance for the highways, and shall conform to and harmonize with the general appearance and architectural treatment of the project as shown on Exhibits A and

20. It is specifically understood and agreed that this agreement shall become and be binding upon the parties hereto, their successors and assigns, when, but not until, the Michigan Public Utilities Commission has entered an order authorizing, permitting and approving the foregoing improvement and the United States Department of Agriculture, Bureau of Public Roads, has approved the project and allocated thereto the amount of Five Hundred Thousand Dollars (\$500,000.) to pay the estimated cost of the work to be performed by the Highway Department in accordance with and subject to the limiting condition of Paragraph 7 (A) hereof; dition of Paragraph 7 (A) hereon; and the State Administrative Board of the State of Michigan has, by resolution, authorized and directed the State Highway Commissioner to execute this agreement on behalf of the State of Michigan; and the Common Council of the City has, by resolution, authorized and directed the lution, authorized the Mayor and City Clerk to execute this agreement in behalf of the City.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, the day and year first above written. MICHIGAN STATE HIGHWAY

DEPARTMENT Ву State Highway Commissioner of

the State of Michigan. Approved by the Michigan State Highway Department as to Form:

Ву Its Director of Land and Legal

CITY OF DETROIT

Ву Its Mayor.

Attest:

Ву Its City Clerk. GRAND TRUNK WESTERN RAILROAD COMPANY

By Its President.

Attest:

By Its Secretary.

Approved by the City of Detroit as to Form:

By WALTER BARLOW,

Its Acting Corporation Counsel.
Approved by the Grand Trunk Western Railroad Company as to Form:

Its General Counsel.

By Councilman Castator:

Whereas, Formal agreements have been prepared between the Michigan State Highway Department, the City of Detroit and the Grand Trunk Western Railroad Company, with reference to the construction of grade separations on John R. Street and Seven Mile Road at the Grand Trunk railroad; and

WHEREAS, Such arrangements have been approved by the Corporation Counsel, on behalf of the City, there-

RESOLVED, That the Mayor and the City Clerk are hereby authorized and directory and directed to execute said agreement for and on behalf of the City of Detroit.

Yeas—Councilmen Bradley, Castator, Jeffries, Kronk, Lodge, Van Antwerp, and the President-7.

Nays-None.

From Department of Purchases and

the Honorable, the Common Gentlemen—In response to our ad-rtisement for a response to furnishvertisement for proposals for furnishing the Division Council: ing the Division of Motor and portation with Motorcycles portation

in file per in fil The lower bid in accords to the lower bid in accords and the specifications Co., recommendate follows: follows: Indian, 2 windshiel each \$398.55. Motorcycle \$8.10. above prices are F. C The approval of your E livered. Body is requested. Respectfully, W. M. WALKER,

accordan

By Councilman Bradley: Resolved, That the Depart Purchases and Supplies be a hereby authorized and dire enter into contract with the Motor Co. for furnishing partment of Police with 60 2-cylinder motorcycles at each and 60 motorcycles win at \$8.10 each, F. O. B. delive Adopted as follows:

Yeas-Councilmen Bradley, tor, Jeffries, Kronk, Lodge, Va werp, and the President-7. Nays-None.

From Department of Purch and Supplies

To the Honorable, July 27, Gentlemen—In response to vertisement for proposals for f ing the City of Detroit with lontas Lump and Run of Mir for use in the various departme accordance with specifications in this office, bids were recei per the attached tabulations It is recommended that the It is recommended that bids in accordance with specific kinds, be ac Shokeless Fuel Corp.: one (1) Fuel Corp.:
nated (1) year's orp.:
Lumprox. 1,250 ments
ton feeing 15

to. b.

Unfed Coal Sales
One Coal Sales
Inortal at Year's Co.
Indias at Jear's requirements
Indias B. T. Of Mi,000 ments

The \$1.87. Per per tons

Body is pproval net guara

requests of