

**From the Controller.**

To the Honorable the Common Council: Gentlemen—I beg to report that in accordance with the resolution adopted by your Honorable Body at a session held September 24th, 1918, I have delivered to the City Treasurer and taken his receipt for the following bonds: \$1,000,000 General Public Improvement Bonds of School series of fiscal year ending June 30th, 1917. These bonds are dated August 15th, 1918, and are of the denomination of \$1,000 each, numbered No. 1 to No. 1,000 inclusive, \$1,000, due on the 15th day of August in each of the years 1919 to 1928, both inclusive.

Also \$1,100,000 General Public Improvement Bonds of School series of fiscal year ending June 30th, 1918. These bonds are dated August 15th, 1918, and are of the denomination of \$1,000 each, numbered No. 1 to No. 1,100 inclusive, \$1,000, due on the 15th day of August in each of the years 1919 to 1928, both inclusive.

Also \$770,000 General Public Improvement Bonds of School series of fiscal year ending June 30th, 1919. These bonds are dated August 15th, 1918, and are of the denomination of \$1,000 each, numbered No. 1 to No. 770 inclusive, \$1,000, due on the 15th day of August in each of the years 1919 to 1928, both inclusive.

Respectfully submitted,

GEO. ENGEL,  
Controller.

Accepted and placed on file.

**From the Controller**

To the Honorable the Common Council: Gentlemen—Acting under authority contained in your resolution of September 24th, 1918, I have drawn my warrant upon the Contingent Fund in favor of Watling Lerchen & Co. for the sum of \$111,774 as full payment for the services of said firm under its proposal to act as agent for the City in connection with the disposal of General Public Improvement bonds school series for fiscal years ending June 30th, 1917, June 30th, 1918, and June 30th, 1919, and to guarantee to make immediate sale thereof at par and accrued interest, full performance of the undertakings of said firm having been had, as you have been advised in a communication from the City Treasurer.

Respectfully submitted,

GEO. ENGEL,  
Controller.

Referred to Committee on Ways and Means.

**From the Controller.**

To the Honorable the Common Council: Gentlemen—Owing to the induction into the service of our Country of two clerks of this office and the appointment of one of the Accountants to another Department of the City, I find it advisable to rearrange the duties in this office and make some advancements of some of the present clerks. I have therefore increased the salary of one clerk (male) from \$1,200 to \$1,500, also one clerk (female) from \$1,080 to \$1,200, and appointed a clerk (female) at \$1,000 per year.

No new appropriation is needed for this change and I herewith ask your approval of the same.

Respectfully submitted,

GEO. ENGEL,  
Controller.

Accepted and referred to Committee on Ways and Means.

**From the Controller.**

To the Honorable the Common Council: Gentlemen—Incident to the condemnation proceedings instituted by the City, and in which awards have been granted, for the property adjoining the Public Lighting Plant, foot of Randolph street, and the property known as Yeoman's Box Company, near Lieb street on the Detroit river, I am informed certain expenses were incurred for expert testimony as to valuation, witness fees, etc.

This will require a sum not to exceed \$3,600.00 for this purpose, and having no funds to pay same, I respectfully request the reference of this communication to the Committee on Ways and Means so that the moneys may be provided.

Respectfully submitted,

GEO. ENGEL,  
Controller.

Referred to the Committee on Ways and Means.

**From the Corporation Counsel.**

To the Honorable the Common Council: Gentlemen—Preparatory to filing the petition for the awarding of damages, if any have been sustained on account of the separation of grades at Twelfth street, Kirby avenue and Wabash avenue, it is essential for the Common Council to pass a resolution declaring the improvement necessary for the public benefit.

I herewith submit the appropriate resolution and ask for its passage.

Respectfully submitted,

ALLAN H. FRAZER,  
Corporation Counsel.

By Ald. Glinnan—

Whereas The Common Council of the City of Detroit, at a meeting held on the 30th day of June, 1903, authorized and directed the Mayor and the Chairman of the Committee on Grade Separation of the City of Detroit to execute an agreement with the Michigan Central Railroad Company, the Lake Shore & Michigan Southern Railroad Company, and the Grand Trunk Railway Company of Canada, for the separation of grades at the intersection of the several streets in the district between Woodward and Michigan avenues, inclusive, according to the plans and specifications attached to said agreement, which are now in the office of the City Clerk, a copy of which agreement is hereto attached; and

Whereas, Said agreement has been duly executed by the parties thereto, and the execution thereof has been ratified and confirmed by the Common Council; and

Whereas, The Common Council has deemed it inexpedient to effect a compromise with all the parties having an interest in the lots or property abutting on that portion of Twelfth street, Kirby avenue and Wabash avenue, as heretofore maintained, which have long been dangerous and a constant menace to human life, and the separation of grades at these points will facilitate travel and promote traffic upon said Twelfth street, Kirby avenue and Wabash avenue; therefore be it

Resolved, That the Common Council of the City of Detroit hereby declares that it is necessary for the public benefit to make such separation of grades in accordance with the plans prescribed by said agreement.

Resolved, That the City Clerk be,



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and he is hereby instructed to file in the office of the Corporation Counsel a certified copy of this resolution and to record the same in the office of the Register of Deeds for Wayne County.

The following is the agreement referred to in the foregoing resolution: Agreement made this third day of July, 1903, between the City of Detroit, hereinafter called the City, party of the first part, and the Michigan Central Railroad Company, the Lake Shore & Michigan Southern Railway Company, and the Grand Trunk Railway Company of Canada, hereinafter called the Railroad Companies, and the Detroit United Railway Company, hereinafter called the Street Railway Company, parties of the second part, witnesseth:

Whereas, The City desires to discontinue, as soon as may be reasonably practicable, the grade crossings in the said City at the intersection of the several streets in the district between Woodward and Michigan avenues inclusive, with the rights of way owned, used or occupied by the said Railroad Companies, and to substitute therefor overhead crossings by said railroads, and to discontinue the grade crossing at the intersection of Junction avenue with the rights of way, owned, used or occupied by said Railroad Companies, and to substitute therefor an overhead crossing by a highway bridge, leaving the tracks of said Railroad Companies at their present grade, and the parties hereto, by their duly authorized representatives, have agreed upon a uniform profile fixing the level to which the tracks of said Railroad Companies shall be elevated in said district between Woodward and Michigan avenues, to provide for the separation of grades of the several streets at present opened and used, or which may be hereafter opened and used, across such right of way, and have agreed upon the construction of said highway bridge overhead across the tracks of said Railroad Companies in said Junction avenue, and have also reached an agreement determining the method, the terms, and the conditions of, and general specifications for effecting such changes in said crossings, and in furtherance of such general arrangement for the separation of the grades in said district, have now agreed upon the particular plans and specifications for the separation of the grades, in accordance with said profile and said methods, terms and conditions, at Michigan avenue in two places, one at the crossing of the tracks of said Michigan Central Railroad Company, and the other at the crossing of the tracks of the said Lake Shore & Michigan Southern and Grand River and Warren avenues

Now, therefore, in consideration of the premises and the mutual understandings of the parties hereinafter expressed, it is agreed:

1. That the City of Detroit shall, by proper ordinance, adopt the line shown on the profile identified by the signature of the City Engineer and the Chief Engineer of the said Michigan Central Railroad Company, and filed in the office of said City Engineer and made a part hereof, marked "I," as the profile permanently fixing the levels for said district in said City between Woodward and Michigan avenues inclusive, to which the said tracks of the Railroad Companies shall be hereafter elevated, to provide for the separation of the grades of the streets

at present opened and used, or which may be hereafter opened and used, across the rights of way of the said Railroad Companies, within the limits of said district, and the City hereby covenants and agrees that the said Railroad Companies shall not be required to raise their tracks at the intersection of any streets within the limits of said district higher than the level fixed by said profile, and that the separation of the grades at all street crossings within said district shall be effected hereafter by lowering the grade of the streets sufficiently to allow the streets to pass under the railroad tracks, when so elevated.

2. That the City shall from time to time, by proper ordinance, whenever required for the purpose of separating the grades, change and lower the grades of the several streets now opened and used across said right of way at the crossings within the limits of the district aforesaid, so as to permit the separation of grades in accordance with the profile aforesaid, and shall thereby authorize the construction of the said railroads overhead across such new grades, and shall, and hereby does, assume the payment of all abuttal damages, if any there be, to property of persons other than the parties of the second part, arising in any way from said change in the grade of any of such streets, and all cost, expense, charges, or liability in any proceedings which may be instituted to effect such separation of grades, or which may be instituted to prevent the performance of this agreement, it being understood that the performance on their part of this contract shall release and discharge said railroad companies from any and all assessments, charges, damages or liabilities, and be accepted as a full discharge and acquittal of all obligations, present or future, to abutting owners, or arising from the failure of the city to adjust or pay such damages, costs or expenses, in connection with such grade separation and changes of grade, and the city hereby assumes to itself and agrees to pay and assume and indemnify and save harmless the said parties of the second part, and each of them, from and against all such assessments, damages, costs or expenses, except for construction, hereinafter mentioned, without charge, recourse to, or recharge ever against said second parties, or any of them, and the parties of the second part hereby waive any and all claim for damage by reason of the change of grade of any of said streets to any abutting property owned or controlled by them, or any of them.

3. In consideration thereof, the parties of the second part shall construct and build the entire work involved in said changes of grade, and all excavating, paving and repaving, and all retaining walls, abutments, sidewalks and guard rails, and support of adjacent buildings made necessary by the construction of said overhead crossings, including any work of relaying street railway tracks and pavements and sidewalks incident to said changes of grade; and the parties of the second part further agree that all sewers, water or drain pipes, or conduits, which are the property of the city, and which will be injured or disabled by the proposed changes in grade, shall be lowered or diverted

and restore satisfaction of

The work of the second excavations sary by said on the inte streets cross roadways construction all wings, ments and railway tra turbed.

All such cordance with eral specifications made a part ular plans plans, reasons therein for property of Michigan So be substantia adopted for at Woodward and Warren thereto as n cable; and in parties hereto for any cross ed shall be d arbitrators, c who, at the of the Grade the Common Chief Engineer Central Rail siding judge Court, and t said arbitrator them, shall be hereto.

The said se of them, shall charges or cla traffic or other changes of gra

4. After the of separation street, the cit repair, or cau and repaired, a way and the p walks, on the s cept the street also the space which shall be repair by the when so provid the said railr maintain and r maintained and pense, all other as shown upon ations for the at said several wing and retain proaches.

5. The Street to keep the road proaches of all s shall maintain an reasonably free so that it may at by vehicles.

6. And the city to demand the sep any of the street used across said r said district, in a method and und conditions of this such case the par part agree to adop ations, to be de aforesaid, for effe of grade and to pe



and restored to usefulness to the satisfaction of the City Engineer.

The work to be done by said parties of the second part shall include all excavations necessary or made necessary by said changes of grade, as well on the intersecting streets as on the streets crossed, the pavement of all roadways after the excavations, the construction of all sidewalks, and of all wings, retaining walls and abutments and the relaying of all street railway tracks which may be disturbed.

All such work shall be done in accordance with said profile and the general specifications hereto attached and made a part hereof, and with particular plans to be agreed upon, which plans, reasonable provision being made therein for access to and from the property of the said Lake Shore & Michigan Southern Railway Co., shall be substantially the same as the plans adopted for the separation of grades at Woodward, Michigan, Grand River and Warren avenues, and conform thereto as nearly as may be practicable; and in case of a failure of the parties hereto to agree upon the plan for any crossing, the plan to be adopted shall be determined by a board of arbitrators, consisting of the persons who, at the time, may be chairman of the Grade Separation Committee of the Common Council of said City, the Chief Engineer of the said Michigan Central Railroad Co., and the presiding judge of the Wayne Circuit Court, and the plan approved by the said arbitrators, or by a majority of them, shall be adopted by the parties hereto.

The said second parties, and each of them, shall release all damages, charges or claim arising from loss of traffic or otherwise, occasioned by said changes of grade.

4. After the completion of the work of separation of the grades at any street, the city shall maintain and repair, or cause to be maintained and repaired, at its expense, the roadway and the pavement and the sidewalks, on the streets and avenues, except the street railway tracks and also the spaces between the same, which shall be maintained and kept in repair by the Street Railway Co., when so provided by ordinance, and the said railroad companies shall maintain and repair, or cause to be maintained and repaired at their expense, all other parts of the structure, as shown upon the plans and specifications for the separation of grades at said several streets, including the wing and retaining walls of the approaches.

5. The Street Railway Co. agrees to keep the roadbed and subway approaches of all streets upon which it shall maintain and operate its tracks, reasonably free from snow and ice, so that it may at all times be passable by vehicles.

6. And the city shall have the right to demand the separation of grades at any of the streets now opened and used across said rights of way within said district, in accordance with the method and under the terms and conditions of this agreement, and in such case the parties of the second part agree to adopt plans and specifications, to be determined upon as aforesaid, for effecting such change of grade, and to perform the work of

construction and maintenance and all obligations on their part, in accordance with the method and under the terms and conditions of this agreement. Provided, that the grades shall be separated only at crossings lying next to streets where the grades have been separated, and that the said railroad companies shall be required to expend an aggregate sum of two hundred thousand dollars (\$200,000) in the work of such separation of grades in the City of Detroit, within the period of any one year, and no more.

7. The said railroad companies may from time to time separate the grades at any of the streets now opened and used across their rights of way within said district, in accordance with the method and under the terms and conditions of this agreement, and in such case the city agrees to adopt plans and specifications to be determined upon as aforesaid, for effecting such change of grade, and to perform all obligations on its part in accordance with the method and under the terms and conditions of this agreement.

8. The city agrees to provide for the temporary closing of streets within said district, upon which it may be necessary to stop public travel during the progress of the work of grade separation at each street, and until its completion; and for the necessary change of grade of the streets which will remain at the railroad rail level in the vicinity of the street where the separation of grades is made.

9. The said street railway company shall be authorized, in order to facilitate the work and for the accommodation of the public during the pendency thereof at each street, to construct, under the supervision of the Commissioner of Public Works, street railway tracks through some other street or streets in that locality, to be designated by said Commissioner of Public Works, the same to be temporary, and to be removed by said street railway company when the separation of grades at the street from which the tracks are diverted shall be completed.

10. The provisions of this contract shall apply only to the streets now used and opened across the rights of way of said Railroad Companies, including Third avenue, within said district. And the City covenants and agrees that any streets which may be opened and used hereafter across said rights of way shall be constructed at a grade sufficiently lower than the grade of the railroad tracks, when elevated, in accordance with said profile, to permit the streets to pass under the tracks, and the City shall assume and pay the entire cost of the work of such separation of grades at such new crossings.

And the said Railroad Companies hereby waive any and all claim for damages arising from the opening of such new streets across their said rights-of-way, and all claim for damages to any abutting property, owned or controlled by them, or either of them, arising therefrom; and hereby release all damages, charges or claims arising from the loss of traffic or otherwise, occasioned by the separation of grades at said crossings of such new streets.

11. The said City shall, by proper or-



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dinance, as soon as practicable, change the grade of Michigan avenue at said crossing of said Michigan Central Railroad Co.'s track, and at said crossing of said Lake Shore & Michigan Southern Railway and Grand Trunk Railway Co.'s tracks, so as to conform to the grades shown on the plans marked "B" and "C" identified by the signatures of the City Engineer and the Chief Engineer of said Michigan Central Railroad Co. and filed in the office of said City Engineer, and made a part thereof, showing the elevation of said railroad tracks and of the new grade of the roadway and the sidewalks in said Michigan avenue at and in the vicinity of said crossings; the plan for said Michigan Central Railroad Co.'s crossing being marked "B" and the plan for said Michigan Central Railroad Co.'s crossing being marked "C," and also of Grand River and of Warren avenue at the said crossings of said railroads, and of Stanton avenue and Seventeenth street, so as to conform to the grades shown on the plans marked "D," "E," and "F," identified by the signatures of the City Engineer and the Chief Engineer of the Michigan Central Railroad Co., and filed in the office of said City Engineer, and made a part hereof, showing the elevation of said railroad tracks and of the new grade of the roadways and the sidewalks in said Grand River and Warren avenues, at and in the vicinity of said crossings, and also on Stanton avenue, from a point north of Grand River avenue to its intersection with Grand River avenue, and on Seventeenth street, from a point southerly of Warren avenue to its intersection with said Grand River avenue crossing being marked "D" and the plans for said Warren avenue crossing being marked "E" and "F," and the said City shall perform, with respect to the work of the separation of the grades at said crossings, in accordance with said plans, all of the undertakings and obligations hereinbefore mentioned, to be kept and performed by said City.

12. Said Michigan Central Railroad Co. hereby severally agrees to construct and build, as soon as may be practicable, and during the year 1903, if the portion thereof to be assumed by the Street Railway Co., as hereinafter provided involved in the change of grade of said Michigan avenue at the crossing of its tracks as shown by and in accordance with said plan "B" and accompanying specifications which are made a part hereof; and said Michigan Central Railroad Co. shall and does hereby agree to assume and perform, with respect to the work of the separation of the grades at said Michigan avenue crossing, in accordance with said plan and specifications, all of the undertakings and obligations hereinbefore mentioned to be kept and performed by said parties of the second part.

Said Street Railway Co. shall perform the work of removing the tracks and trolley wires and of the reconstruction thereof, including the pavement between the outer rails of its tracks, and shall also bear one-half the cost of the sub-drainage and any

other sub-surface work and the laying and relaying of any pipes which may be necessary to be done at the expense of said Michigan Central Railroad Co. and said Street Railway Co.

The Lake Shore & Michigan Southern Railway and the Grand Trunk Railway Companies hereby agree to construct and build, as soon as may be practicable, and during the year 1903, the portion thereof to be assumed (except the Street Railway Co., as hereinafter provided) involved in the change of grade of said Michigan avenue at the crossing of their tracks, as shown by and accompanying specifications, which are made a part hereof; and said Lake Shore & Michigan Southern Railway Companies and Grand Trunk Railway Companies shall and do hereby agree to assume and perform, with respect to the work of the separation of grades at said Michigan avenue crossing, in accordance with said plan and specifications, all of the undertakings and obligations hereinbefore mentioned to be kept and performed by said parties of the second part.

Said Street Railway Co. shall perform the work of removing its tracks and trolley wires and of the reconstruction thereof, including the pavement between the outer rails of its tracks, and shall also bear one-third of the cost of the sub-drainage and any other sub-surface work and the laying and re-laying of any pipe which may be necessary to be done at the expense of said Lake Shore & Michigan Southern and said Grand Trunk Railway Companies and said Street Railway Co.

And said parties of the second part hereby agree to construct and build, as soon as practicable after the completion of said separation of grades in said Michigan avenue, the entire work involved in the change of grade of said Grand River avenue and said Warren avenue, including the work on Stanton avenue and Seventeenth street, and shown by and in accordance with said plans "D," "E," and "F," and accompanying specifications, which are made a part hereof; and shall and do hereby agree to assume and perform with respect to the work of the separation of the grades at said crossings in accordance with said plans and specifications all of the undertakings and obligations hereinbefore mentioned to be kept and performed by said parties of the second part; and if the separation of grades in said Michigan avenue shall be finished so as to permit the undertaking of the work at said Grand River and Warren avenues during the season when such work can be reasonably carried on in the year 1904, the said parties of the second part will cause the work at said Grand River and Warren avenue crossings to be completed on or before the first day of December, 1904.

13. The said parties of the second part hereby agree to construct and build and maintain at their expense, as soon as practicable after the completion of said separation of grades at Grand River and Warren avenues, the said overhead highway bridge over the tracks of said Railroad Companies in Junction avenue, including the approaches thereto and an approach to Leavitt street on the west, and to complete the same as soon as may be

practicable in accordance with the provisions of said failure of said railroad the same shall hereafter agree with respect to the obligations of said kept and performed the second part agrees to furnish way for said approaches, of said bridge of the roadway at its expense the Railroad all claims of aforesaid.

14. Neither thing contained in this resolution to Detroit, as a strict or limited part in any possess in res things, except as In witness whereof I have caused signed on the officers on the written.

THE  
By WILLIAM  
E.  
Chairman Com  
aration.  
(SEAL) GEO  
Attest.  
THE MICHIGAN  
ROAD CO.  
(SEAL)

Attest.  
E. D. WOR  
THE LAKE SH  
SOUTHERN R  
(SEAL)  
Attest.  
E. D. WOR  
THE GRAND  
OF CANADA.  
(SEAL) B  
Second Vice-Pr  
Manager.  
THE DETROIT  
COMPANY.  
(SEAL) E  
A

Attest  
Specifications fo  
grades at all str  
railroads from W  
and including Mic  
for the constructi  
Junction avenue, w  
tracks of the Mich  
Shore and Grand  
remain at their pr  
is agreed that the



practicable after the work is begun, in accordance with plans and specifications to be agreed upon; and in case of failure on the part of said city and said railroad companies to agree upon the plans and specification therefor, the same shall be determined by arbitration as aforesaid; and shall and do hereby agree to assume and perform, with respect to the work of construction of said overhead bridge, all the obligations heretofore mentioned to be kept and performed by said parties of the second part; and said city hereby agrees to furnish all necessary right of way for said overhead bridge and its approaches, and after the construction of said bridge to maintain the planking of the roadway and sidewalks thereon at its expense, and to assure and save the Railroad Companies harmless from all claim of abuttal damages as aforesaid.

14. Neither this agreement, nor anything contained in the ordinances or resolution to be passed by the City of Detroit, as above provided, shall restrict or limit the parties of the second part in any of the rights they now possess in respect of said street crossings, except as herein expressed.

In witness whereof, the parties hereto have caused these presents to be signed on their part by their proper officers on the day and year first above written.

THE CITY OF DETROIT.

By WILLIAM C. MAYBURY, Mayor.

EDWIN JEROME,

Chairman Committee on Grade Separation.

(SEAL) GEORGE T. GASTON,

Attest. City Clerk.

THE MICHIGAN CENTRAL RAILROAD CO.

(SEAL) By H. B. LEDYARD,

Attest. President.

E. D. WORCESTER, Secretary.

THE LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY

(SEAL) By W. C. BROWN,

Attest. Vice-President.

E. D. WORCESTER, Secretary.

THE GRAND TRUNK RAILWAY OF CANADA.

(SEAL) By CHAS. M. HAYS

Second Vice-President and General Manager.

THE DETROIT UNITED RAILWAY COMPANY.

(SEAL) By F. W. BROOKS,

Attest. Asst. Genl. Manager.

A. E. PETERS,

Asst. Secretary.

Specifications for the separation of grades at all streets crossed by said railroads from Woodward avenue to and including Michigan avenue. Also for the construction of a bridge on Junction avenue, which will permit the tracks of the Michigan Central, Lake Shore and Grand Trunk Railways to remain at their present elevations; it is agreed that the bridge on Junction

avenue shall be a substantial steel structure, with artificial stone abutments and retaining walls; which shall be subject to the approval of the Commissioner of Public Works and the City Engineer. It shall be of the through plate girder type over all tracks, with the possible exception of the Michigan Central tracks; said latter portion being of the truss type, if hereafter agreed upon. The clearance to be provided shall be the least allowed by the State Commissioner of Railroads. The clear roadway shall be forty-two (42) feet and the sidewalks on each side shall have a minimum width of six (6) feet. The bridge floor shall be constructed with a creosinate or creosote pine floor, and paved with blocks four inches in depth of similarly treated material. The entire structure is to be proportioned to a safe operation of a double track street railway system in the event of such being hereafter installed.

All elevations herein named are referred to city datum.

All distances and elevations are in feet and decimals of a foot.

The extreme bottom of railway bridge girders shall not be more than one and a half feet below the elevations given for new track elevation, and if greater depth is required for floor construction, the rail heads are to be correspondingly raised. In the separation of grades at Michigan avenue, at the crossing of the Lake Shore and Grand Trunk Railways, also of the crossing of the Michigan Central Railway, the railway structures are to extend the full width of the street; no supporting columns to be placed along curb lines.

The streets that at any of the various crossings intersect the street being separated, shall be lowered to correspond to the grade of the same, and the maximum grade for said intersecting streets shall not exceed three per cent from their junction to a connection with their present surface.

It is further agreed that the subways of Twelfth street, Maybury avenue and Buchanan street when separation of grades take place, shall have a gradient of two and one-half per cent on axis of street from the railroad right of way to an intersection of present street surface.

The following are the present and proposed rail elevations, extreme bottom of girders, clearance in feet between bottom of girders and crown of street paving when changed, width of street, width of present pavement, width of pavement after change of grades, rate or per cent of street grade and approximate distance on axis of street from the railway right of way to an intersection of present street surface.