

FROM THE SAME.

To the Honorable the Common Council:

Gentlemen — Your Committee on Ways and Means, to whom was referred the petitions of Patrick W. Keating for compensation for services rendered as Engineer for the Village of Delray, and of C. H. Little Co., for payment of costs of suit in matter of Michigan Avenue grade separation, respectfully report that we have had both of said matters under consideration, and believe that they should be handled by the Committee on Claims and Accounts, and we therefore recommend their reference to said Committee.

Respectfully submitted,

DAVID E. HEINEMAN,
W. P. KINGSLEY,
JOHN GRINDLEY,
CHARLES H. WIEBER.

Accepted and adopted.

Claims and Accounts.

To the Honorable the Common Council:

Gentlemen — Your Committee on Claims and Accounts, to whom was referred the Controller's list of approved accounts of May 8, 1906, respectfully report that we have examined the same, and believing the same to be correct, recommend that they be paid from the proper funds.

Respectfully submitted,

JAMES VERNOR.
GEO. H. ELLIS.
CHAS. F. WING.
GODFREY FREIWALD.
FRED MOHN.

Accepted and adopted as follows:

Yeas—Ald. Allan, Burton, Ellis, Fisher, Freiwald, Gadde, Gibbons, Goeschel, Grindley, Gutman, Harpfer, Heineman, Keating, Kingsley, Koch, Korte, Moeller, Mohn, Ostrowski, Owen, Reinhardt, Rose, Tossy, Vernor, Watson, Weibel, Weiler, Wieber, Wing, Zink and the President Pro Tem.—31.

Nays—None.

FROM THE SAME.

To the Honorable the Common Council:

Gentlemen — Your Committee on Claims and Accounts, to whom was referred the claim of the Central Heating Company for work done in alley north of Michigan avenue, east of Griswold and south of State streets, respectfully report that we have, with the Commissioner of Public Works, carefully considered the same, and find that the claim called for payment of inspection fee to the amount of \$45 50, and whereas had the work been done by the Department of Public Works such inspection fee would have been unnecessary, we recommend that that amount be deducted from the bill and the balance be allowed.

Respectfully submitted,

JAMES VERNOR.
GEO. H. ELLIS.
CHAS. F. WING.
GODFREY FREIWALD.
FRED MOHN.

Accepted, and leave being granted,
By Ald. Vernor:
Resolved, That the City Controller be and he is hereby authorized and

instructed to draw his warrant on the proper fund in favor of the Central Heating Co. for the sum of one hundred and ninety dollars and seventy-one cents (\$190 71) in full settlement of the claim presented for work done by them in the alley north of Michigan and east of Griswold street, taking therefor the proper receipt to that effect.

Adopted as follows:

Yeas—Ald. Allan, Burton, Ellis, Fisher, Freiwald, Gadde, Gibbons, Goeschel, Grindley, Gutman, Harpfer, Heineman, Keating, Kingsley, Koch, Korte, Moeller, Mohn, Ostrowski, Owen, Reinhardt, Rose, Tossy, Vernor, Watson, Weibel, Weiler, Wieber, Wing, Zink and the President Pro Tem.—31.

Nays—None.

Grade Separation.

To the Honorable the Common Council:

Gentlemen — Your Committee on Grade Separation beg leave to report to your honorable body that we have had under consideration the matter of modifying the agreement entered into with the various railroads interested, whereby a subway will be constructed at the intersection of said roads and Junction avenue, instead of a viaduct as originally proposed, and beg leave to transmit same herewith and recommend that they be accepted and approved, and that his honor the Mayor be empowered to sign said contract for and in behalf of the City of Detroit, and that the City Clerk be authorized and empowered to attest same under the seal of the City, and we therefore offer the following resolution.

Respectfully submitted,

GEO. A. OWEN,
LOUIS BROZO,
HIRAM L. ROSE,
WM. GUTMAN,
LOUIS E. TOSSY.

Accepted and on leave the following resolution was offered:

By Ald. Owen:

Resolved, That the form of the agreement prepared by the Corporation Counsel on recommendation of the Committee on Grade Separation, which is a modification of the original agreement of July 3, 1903, so as to allow the construction of a subway at the intersection of Junction avenue, as more specifically set forth in said agreement, be and the same is hereby approved and confirmed, and his honor the Mayor be and he is hereby authorized and empowered to sign the contract or agreement herewith presented for and in behalf of the City of Detroit, providing for the proposed Separation of Grades at Junction avenue, and further, that the City Clerk be and he is hereby authorized and empowered to attest the same under the seal of the City of Detroit.

Adopted as follows:

Yeas—Ald. Allan, Burton, Ellis, Fisher, Freiwald, Gadde, Gibbons, Goeschel, Grindley, Gutman, Harpfer, Heineman, Keating, Kingsley, Koch, Korte, Moeller, Mohn, Ostrowski, Owen, Reinhardt, Rose, Tossy, Vernor, Watson, Weibel, Weiler, Wieber, Wing, Zink and the President Pro Tem.—31.

Nays—None.

May 8

Reconsideration.

Ald. Gutman moved to suspend Rule 28 for the purpose of reconsidering the vote by which the foregoing resolution was adopted, which motion prevailed.

Ald. Gutman then moved to reconsider the vote by which the resolution was adopted.

Ald. Vernor moved that the motion to reconsider be indefinitely postponed, which motion prevailed.

The regular order was resumed.

The following is the agreement:

"AGREEMENT, made this _____ day of _____, A. D. 1906, between the City of Detroit (hereinafter called the "City") party of the first part; the Michigan Central Railroad Company (hereinafter called the "Michigan Central"); the Lake Shore & Michigan Southern Railway Company (hereinafter called the "Lake Shore"); the Grand Trunk Railway Company of Canada, operating the Chicago, Detroit & Canada Grand Trunk Junction Railroad (hereinafter called the "Grand Trunk"), and the Wabash Railroad Company (hereinafter called the "Wabash")—(the said Michigan Central, Lake Shore, Grand Trunk and Wabash collectively being hereafter called the Railroad Companies), parties of the second part.

WITNESSETH—

Whereas, By an agreement in writing between the Detroit United Railway and the parties hereto, except the Wabash, bearing date July 3, 1903, and now in force, it was, among other things, provided that the grade crossing at the intersection of Junction Avenue, in the City of Detroit, with the rights-of-way of the Railroad Companies, parties to said agreement, should be discontinued, and that an overhead crossing by means of a highway bridge, leaving the tracks of the railroad companies at their present grade, should be substituted therefor; and

Whereas, The City now desires that the separation of grades at Junction Avenue shall be affected by means of a subway for said street underneath the railroad tracks instead of by said highway bridge, and that the Railroad Companies shall change and elevate the present grade of their tracks;

Now, Therefore, In consideration of the premises, and of the mutual undertakings of the parties hereto, hereinafter mentioned, it is agreed:

1. That the said agreement of July 3, 1903, in so far as it relates to said Junction Avenue is hereby changed and amended as hereinafter expressed, and in all other respects is ratified and confirmed.

2. That said separation of grades at the intersection of Junction Avenue with the rights-of-way of the Railroad Companies shall be made by the construction of a subway for the street in accordance with the plans and specifications hereto annexed, approved by the City Engineer and the Chief Engineer of the Michigan Central.

3. That the City of Detroit shall forthwith, by proper ordinance, change the grade of said Junction Avenue at the said crossing of the said Railroads so as to conform to the grade shown on the annexed plans, and shall there-

by authorize the construction of said railroads overhead across such new grade as shown by said plans at an elevation of five (5) feet above the present grade of the track of the Lake Shore, and agrees that the Railroad Companies shall not be required to raise their tracks or any of them to any greater height; and that the City shall and hereby does assume the payment of and will indemnify the Railroad Companies against all abuttal damages, if any there be, to property of persons other than said Railroad Companies arising in any way from such change in the grade of said avenue, and the construction and maintenance of said subway, and all costs, expenses, charges and liabilities in any proceedings which may be instituted to affect such separation of grades to prevent the performance of this agreement, it being understood that the performance by the Railroad Companies of their undertakings hereunder shall release and discharge them 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 by failure of said City to adjust or pay such damages, costs or expenses in connection with such grade separation and change of grade, and the City assumes to itself and agrees to pay and assume and indemnify and save harmless, said Railroad Companies, and each of them from and against all such assessments, damages, costs and expense, except for construction as hereinafter mentioned, without charge, recourse to, or recharge over or against said Railroad Companies or either of them.

4. That the said Railway Companies hereby waive any and all claims for damages by reason of the change of the grade of said street and construction of the subway to any abutting property owned or controlled by them or any of them; provided, however, that the Grand Trunk does not waive abuttal damages to its land on each side of Junction Avenue Northerly of a point 150 feet Northerly of its present Northerly tracks, measured along the line of Junction Avenue, as mentioned in paragraph 13 hereof.

5. That the City will, at its sole cost, provide for and make all changes in and reconstruction of sewers and water-pipes, which shall be necessary in connection with the construction of said subway, and its approaches.

6. That the City will bear the entire expense of paving the roadway and laying the sidewalk within the limits of said subway, and its approaches, on said Junction Avenue, and other streets leading thereto, except the portion of the subway and line of the right-of-way of the Michigan Central.

7. That as soon as reasonably practicable, the Michigan Central, Lake Shore and Wabash will construct and complete, in accordance with the said plans and specifications, the entire work involved in the said change of grade and the construction of said subway South of the Northerly line of the right-of-way of the Michigan Central, including the grading for the approaches and intersecting streets,

and so
way, it
streets
ment a
the pav
constru
pipes.

8. T
its sole
and co
practic
and its
Northe
the Mi
paving
also a
tracks,
to said
includi
spectio

9. Th
each o
lease a
loss of
change
Centra
harmle
any da
that m
ance, a
be nec
to the
Wareho
inson l
change

10. T
the te
tion A
the pr
its com

11. T
of sa
mainta
be m
its exp
and si
said s
Juncti
leading
Compan
or cau
paired,
parts o
said pl
ing the
the ap

12. T
anythin
or reso
of Det
restrict
nies in
possess
Avenue
pressed

13. It
city an
Grand
and fif
north o
tracks,
tracks
and tha
not beg
line of
(150) fe
times i
Grand
sary to
said Ju
limits o
(150) fee
pense,
the sub
by rem
erly an

and so as to fully prepare the sub-way, its approaches and intersecting streets for the laying of the pavement and sidewalks, and the reconstruction of sewers and water-pipes.

8. That the Grand Trunk will, at its sole cost and expense, construct and complete as soon as reasonably practicable, that part of the subway and its approaches North of the Northerly line of the right-of-way of the Michigan Central, including the paving and sidewalks, and including also all supports and girders to its tracks, and the raising of said tracks to said height of five (5) feet, but not including the expense of the City's inspection of grading.

9. That the Railroad Companies and each of them hereby waive and release all damages arising from the loss of traffic occasioned by said change of grade; and the Michigan Central further agrees to save, keep harmless and indemnify the City from any damages or claim for damages that may arise from any discontinuance, alteration or change which may be necessary in its sidetracks leading to the Union Transfer & Storage Warehouse, and to the Lowrie & Robinson Lumber Yard by reason of the change of grade herein provided for.

10. That the City will provide for the temporary closing of said Junction Avenue to public travel during the progress of said work, and until its completion.

11. That, after the completion of said work, the City shall maintain and repair, or cause to be maintained and repaired, at its expense, the roadway, pavement and sidewalks, within the limits of said subway and its approaches in Junction Avenue and the streets leading thereto, and the Railroad Companies shall maintain and repair, or cause to be maintained and repaired, at their expense, all other parts of said structure as shown upon said plans and specifications, including the wing and retaining walls of the approaches.

12. That neither this agreement nor anything contained in the ordinance or resolution to be passed by the City of Detroit as above provided shall restrict or limit the Railroad Companies in any of the rights they now possess in respect of said Junction Avenue crossing, except as herein expressed.

13. It is further agreed between the city and the Grand Trunk that the Grand Trunk shall have one hundred and fifty (150) feet additional space north of and adjoining its present tracks, for the building of additional tracks across said Junction Avenue, and that the northerly approach shall not begin to rise south of the north line of said one hundred and fifty (150) feet; and that at any time or times in the future, when the said Grand Trunk shall deem it necessary to lay additional tracks across said Junction Avenue north of the limits of said one hundred and fifty (150) feet, it may do so at its own expense, and that necessary room in the subway shall be provided therefor by removing to the north said northerly approach; that any further abut-

tal damages which may thereby be caused to private property north of said Grand Trunk property shall be ascertained and paid under the powers of the city to ascertain, condemn and pay such damages, but that the Grand Trunk shall bear all the expense thereof, and said Grand Trunk agrees to indemnify and save harmless the said city from all expense for or on account of such additional tracks or the excavation therefor, the new paving and sidewalks necessitated thereby and any and all awards or damages, as aforesaid; provided, however, that the Grand Trunk shall not pay the expense of the City Inspector of Grading through the Grand Trunk property; and, that in consideration of the undertakings of the Grand Trunk in this section and in section 8 of this agreement mentioned, the city will pay to the Grand Trunk the sum of Thirty Thousand Dollars (\$30,000) as follows, to wit: Fifteen Thousand Dollars (\$15,000) on July 1, 1906, and Fifteen Thousand Dollars (\$15,000), on the completion by the Grand Trunk of its portion of the said work; no part of which Thirty Thousand Dollars is intended as compensation in any way for any abutment damages.

In witness whereof, the said city has caused this agreement to be signed in quintuplicate, in its behalf by the Mayor of said city, and its seal to be hereto affixed, attested by the City Clerk, and the parties of the second part have caused this agreement to be signed and sealed by their proper officers, respectively thereto duly authorized.

CITY OF DETROIT,

By _____ Mayor

Attest: _____

City Clerk.

MICHIGAN CENTRAL RAILROAD COMPANY,

BY _____

Attest: _____

LAKE SHORE & MICHIGAN SOUTHERN RAILWAY CO.,

BY _____

Attest: _____

GRAND TRUNK RAILWAY CO. OF CANADA, operating the Chicago, Detroit & Canada Grand Trunk Junction Railroad,

BY _____

Attest: _____

WABASH RAILROAD COMPANY,

BY _____

Attest: _____

Streets.

To the Honorable the Common Council: Gentlemen - Your Committee on Streets, to whom was referred the resolution presented by Ald. Wieber, authorizing the Department of Public Works to issue a permit to John Brown to construct two covered areas in front of 1355 Jefferson Avenue, re-