

Dingeman, Ewald, Little-  
 lahan, Stevenson and the President  
 Pro Tem—7.  
 Nays—None.

**From the Department of Public  
 Works.**

June 29, 1926.

To the Honorable the Common  
 Council:

Gentlemen—We are handing you  
 one copy of agreement between the  
 D. G. H. & M. Railway and the City  
 of Detroit, covering modified 1926  
 Dequindre Street Grade Separation  
 program, and wish you would have  
 same printed in the Common Coun-  
 cil proceedings.

Very truly yours,

L. H. ECHLIN,  
 Secretary.

Agreement, Made this 30th day  
 of April, 1926, by and between the  
 City of Detroit (hereinafter called  
 "the City"), for itself and its Board  
 of Street Railway Commissioners  
 (hereinafter called "the Street Rail-  
 way"), first party, and the Detroit  
 Grand Haven & Milwaukee Railway  
 Company (hereinafter called "the  
 Railway Company"), second party.

**WITNESSETH:**

Whereas, The Railway Company  
 is engaged in the separation of  
 grades between intersecting streets  
 and its right of way and tracks  
 along its Dequindre Line, so-called,  
 under contract, dated January 16,  
 1923, between the parties hereto,  
 under which contract it is required  
 to prosecute and complete such  
 separation "at the rate of not less  
 than two streets each year, . . . in  
 the consecutive order of said  
 streets,"

And, Whereas, The two streets  
 that it would, except for the ar-  
 rangement hereinafter set forth,  
 complete during the year 1926, are  
 Clinton and Mullett Streets, but the  
 City, in order to obtain rehabilita-  
 tion of street railway service on  
 Catherine and Sherman Streets dur-  
 ing the year 1926 (such service on  
 Catherine Street being now sus-  
 pended), has requested the Railway  
 Company to complete such separa-  
 tion at those streets during said  
 year 1926, deferring completion of  
 the separations at Clinton and Mul-  
 lett Streets until after 1926 and  
 after such completion at Catherine  
 and Sherman Streets.

And, Whereas, It is understood  
 that compliance with the City's re-  
 quest will involve a considerably  
 greater expenditure of money than  
 would be required of the Railway  
 Company during 1926 if such re-  
 quest were not granted, and the  
 City has agreed to advance to the  
 Railway Company its proportion of  
 said additional expenditure to be

repaid by it, without interest, by  
 applying the same against the City's  
 proportion of expense under said  
 contract for work to be done during  
 the year 1927 and subsequent years  
 until the same is thus fully re-  
 paid.

And, Whereas, Compliance with  
 said request will require the Rail-  
 way Company to acquire the neces-  
 sary additional land for such grade  
 separation between Antietam and  
 Jay Streets, beyond its otherwise  
 necessary requirements for 1926  
 work, and the City has agreed that  
 the cost of such land shall be con-  
 sidered and treated as part of the  
 additional expense to be incurred  
 by the Railway Company in comply-  
 ing with its said request.

Now, Therefore, It is agreed as  
 follows:

1. It is understood and agreed  
 that the Railway Company shall  
 prosecute and complete the separa-  
 tion of grades pursuant to said  
 contract dated January 16, 1923, at  
 Catherine and Sherman Streets dur-  
 ing the year 1926, including the do-  
 ing of the necessary preliminary  
 work southerly of Jay Street, and  
 that the completion of the separa-  
 tion of grades at Clinton and Mul-  
 lett Streets shall be deferred until  
 after 1926 and until such separations  
 at Catherine and Sherman streets  
 shall be completed.

2. It is understood and agreed  
 that the City will pay to the Rail-  
 way Company its full proportion  
 of such additional cost, and that it  
 will advance to the Railway Com-  
 pany its proportion of the addition-  
 al expenditure, over and above what  
 the Railway Company would be re-  
 quired to expend during the year  
 1926, in completing such separa-  
 tions at Clinton and Mullett Streets,  
 including the cost of necessary ad-  
 ditional land between Antietam and  
 Jay Streets, and that such advance-  
 ments shall be repaid by the Rail-  
 way Company to the City, without  
 interest, by applying the same  
 against the City's proportion of ex-  
 pense for work to be done under  
 said contract during the year 1927  
 and subsequent years, until the  
 same has been fully repaid. Ad-  
 vancements by the City hereunder,  
 and payment of its proportion of  
 cost hereunder, shall be made on  
 monthly bills rendered by the Rail-  
 way Company covering the cost to  
 it for the preceding month of such  
 additional expenditures, including  
 acquisition of land between Antie-  
 tam and Jay Streets, the City to  
 pay such monthly bills within thir-  
 ty days from the date of rendition,  
 together with interest at the rate of  
 five per cent (5%) per annum, start-  
 ing fifteen days after such rendi-  
 tion until paid; the City to have  
 access to all the Railway Company's  
 records pertaining to such work for

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the purpose of checking the same, all in accordance with said contract dated January 16, 1923.

3. It is understood and agreed that the City has arranged or shall arrange for the removal by the Street Railway of its tracks, trolley wires, and other facilities from Catherine and Sherman Streets, in order to permit of the completion of said grade separation at said streets, all pursuant to said contract dated January 16, 1923.

4. It is understood that said contract dated January 16, 1923, shall continue in full force and effect with respect to all of its terms and provisions, except as herein expressly modified.

In Witness Whereof, The parties have caused this agreement to be executed in their names in triplicate, by their respective duly authorized officials, the day and year first above written.

City of Detroit,  
JOHN W. SMITH,  
Mayor.

Attest:  
RICHARD W. READING,  
City Clerk.

Department of Street Railways  
G. O. ELLIS,  
President.

Attest:  
RUFUS G. LATHROP,  
Secretary.

Detroit, Grand Haven & Milwaukee  
Railway Company.  
GUAR RUEL,  
Vice President.

Attest:  
W. C. JENKINS,  
Secretary.

Detroit, Mich., May 28, 1926, Cor-  
rect in form and execution.  
CHAS. P. O'NEIL,  
Corp. Counsel.

Approved as to form.  
H. R. MARTIN,  
General Attorney.

Accepted and placed on file.

**From the Department of Public Works.**

To the Honorable the Common Council:

Gentlemen—The Department of Public Works respectfully reports that the paving of the following streets and alleys is fully completed, and has been examined by the Department of Public Works, found to be in accordance with the contracts and specifications and accepted for the city.

There is due for intersections as follows:

- LaBelle Ave.—Linwood to Ford Highway, \$1,440.80.
- Metzger Ave.—Highland Park to 12th St., \$989.58.

- Buena Vista Ave.—Monica to D. T. R. R., \$6,738.80.
- Stoepel Ave.—Lyndon to Chal- fonte, \$1,720.20.
- Cherrylawn Ave.—Schoolcraft to Intervale, \$598.00.
- Georgia Ave.—VanDyke to Erwin, \$2,104.70.
- Bryden Ave.—Warren to Tire- man, \$1,858.30.
- Lambert Ave.—VanDyke to Max- well, \$1,654.60.
- Peter Hunt Ave.—Vinton to Gra- tiot, \$1,745.90.
- Newport Ave.—Forest to Warren, \$693.60.
- Lakeview Ave.—Warren to Frank- fort, \$1,290.25.
- Farr Ave.—Mt. Elliott to Foster, \$430.40.
- Newhall St.—Mt. Elliott to M. C. Ry. Belt Line, \$725.05.
- Saratoga Ave.—Gratiot to Chal- mers, \$1,888.80.
- Huntington Ave.—Gratiot to Chalmers, \$1,458.05.
- Griggs Ave.—Kramer to West Pointe.
- Northlawn Ave.—Schoolcraft to Intervale, \$783.45.
- Kentucky Ave.—Schoolcraft to Intervale, \$518.00.
- Alley No. 2414.
- Alley No. 2533.
- Alley No. 2541, \$38.12.
- Alley No. 2550, \$80.60.
- Alley No. 2626, \$43.50.
- Alley No. 2738, \$48.78.
- Alley No. 2616, \$42.90.
- Alley No. 2635.
- Alley No. 2660, \$55.72.
- Alley No. 2676.
- Alley No. 2689.
- Alley No. 2706, \$57.90.
- Alley No. 2467, \$56.46.
- Alley No. 2593.
- Alley No. 2417, \$40.68.
- Alley No. 2512.
- Alley No. 2519, \$92.68.
- Alley No. 2727, \$91.54.
- Alley No. 2312.
- Alley No. 2415.
- Alley No. 2429, \$81.28.
- Alley No. 2524.
- Alley No. 2546.
- Alley No. 2641.
- Alley No. 2712, \$30.70.
- Alley No. 2721.
- Alley No. 2607, \$77.95.
- Alley No. 2633.
- Alley No. 2672, \$49.12.
- Alley No. 2675, \$66.45.
- Alley No. 2382, \$75.16.

Respectfully submitted,  
JOHN W. REID,  
Commissioner.

By Councilman Littlefield:  
Whereas, it appears from a com-  
munication from the Department of  
Public Works that the paving of  
LaBelle Ave.—Linwood to Ford  
Highway.  
Metzger Ave. Highland Park to  
Twelfth St.