

**From the Corporation Counsel.**

To the Honorable Common Council:  
Gentlemen—Preparatory to filing petition for the awarding of damages, if any have been sustained, on account of the separation of grades at Holden avenue, Lincoln avenue, Trumbull avenue, Commonwealth 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.

Yours very truly,  
EDMUND ATKINSON,

Assistant 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 and Michigan Southern Railroad Company (now New York Central 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 Holden avenue, Lincoln avenue, Trumbull avenue and Commonwealth 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 Holden avenue, Lincoln avenue, Trumbull avenue and Commonwealth 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 and 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 reason-

ably 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 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 Trunk Railway Companies, and at Grand River and Warren avenues.

Now, therefore, in consideration of the premises and the mutual undertakings 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 street within the limits of said district higher than the level fixed by said profile, and that the separa-

tion 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, as 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 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

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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 there-

from; 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 ordinance, 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 avenue Michigan Central crossing being marked "B" and the plan for said Michigan avenue Lake Shore & Michigan Southern and Grand Trunk Railway 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 crossing, 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 Ave., to its intersection with said Warren Ave., the plan for 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 and does 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, 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 practicable, the entire work except 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

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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, if practicable, the entire work (except 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 their tracks, as shown by and in accordance with said plan "C" and accompanying specifications, which are made a part hereof; and said Lake Shore & Michigan Southern 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 relaying 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 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 specifications 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 abutment 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.

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(SEAL) By CHAS. M. HAYS,  
Second Vice-President and General  
Manager.  
THE DETROIT UNITED RAILWAY  
COMPANY.  
(SEAL) By F. W. BROOKS,  
Asst. Genl. Manager.  
Attest. 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 elevation 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 street 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.

Location of Change in Grade.	Present track Elevation.	New Track Elevation Plus or Minus.	Extreme Bottom of Girder.	Clearance from Crown of Street.	Street Railway Tracks.	Width of Street.	Width of Present Pavement.	Width of Pavement After Change.	Per Cent of Roadway Grades.	Distance on Axis of Street From Railroad Right of Way to Intersection of Present Street Surface.
Michigan avenue at Lake Shore and Grand Trunk Railway Crossing...	118.00	124.25+	122.75	14	Double	66	46	50	W 2 1/2	279.30
Michigan avenue at Michigan Central Railway Crossing...	118.25	124.50+	123.00	14	Double	66	46	50	E 2 1/2	279.00
Vinewood avenue at M. C. R. R.-L. S. and G. T. Railway Crossing...	120.48	126.75+	125.23	13	None	66	26	..	W 2 1/2	250.00
Twenty-fourth street at M. C. R. R.-L. S. and G. T. Railway Crossing...	124.00	129.50+	128.00	13	None	60	26	..	E 2 1/2	345.56
Grand River avenue at M. C. R. R.-L. S. and G. T. Railway Crossing...	139.20	145.20+	143.70	14	Double	100	50	60	S 2 1/2	200.72
Fourteenth avenue at M. C. R. R.-L. S. and G. T. Railway Crossing...	143.44	149.44+	147.94	14	Double	80	40	..	N 2 1/2	312.46
Trumbull avenue at M. C. R. R.-L. S. and G. T. Railway Crossing...	151.26	156.26+	154.76	14	Proposed Double	80	38	..	N 3	199.62
Greenwood avenue at M. C. R. R.-L. S. and G. T. Railway Crossing...	153.68	159.68+	158.18	14	Proposed Single	50	30	..	S 2 1/2	279.41
Woodward avenue, completed.....	154.12								N 2 1/2	152.85
									N 4	131.64
									1/2	284.49
									S 2 1/2	260.16
									N 3	235.88
									S 2 1/2	287.58
									N 2 1/2	300.00 m. or less
									S 2 1/2	Not paved on N.
									N 2 1/2	267.12
									N 2 1/2	247.43

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All the above changes in grades of the railroads to be connected with straight line grades joining the several points, and the change to be made not less than ten (10) feet beyond the ends of the bridge girders—preferably westerly of the street intersected.

At all streets not embraced in the above list, where separation occurs, a clear headway of thirteen (13) feet from bottom of girder to crown of street is to be provided, except at Warren avenue, where clearance shall be fourteen (14) feet, and a paved width of fifty-six (56) feet.

Present level of Lake Shore track basis for elevation to be made at all crossings except at Michigan avenue crossing of Michigan Central track where level of M. C. track is basis.

Sidewalks shall in all cases be constructed according to the specifications approved by the Common Council, and in force when said work is being done at a grade of not less than eight and one-half (8½) feet below the girders of the bridge spanning any of the streets crossed in the limits embraced in this agreement; but in cases where cross streets intersect the street over which said bridge is constructed, such sidewalks shall be constructed at a grade which shall conform to the curb line at such intersections, without reference to the grade of the street over which the bridge is constructed; intending thereby to provide that between cross streets, or between the cross street and the summit the sidewalk may be elevated without reference to the grade of the street crossed. And it is also intended that the grade of the sidewalk on one side of the street crossed may be different from that of the other side of said street.

All sidewalks to extend from the curb lines to the side retaining walls, or to property line where no retaining walls are provided.

Where sidewalks are constructed at an elevation in excess of one foot above the curb elevations suitable iron railings (acceptable to the Department of Public Works) shall be placed adjacent to curb lines for the protection of the public.

The tracks of all the companies whose steam roads cross any of the streets or avenues between Woodward avenue and to and including both crossings at Michigan avenue, to be elevated as set forth in the agreement.

All elevated tracks to be carried across each street or avenue on through girder bridges.

The lowest points of the girder bridges not to be lower than eighteen (18) inches below the grade fixed by the agreement.

The girder bridges to be of such spans as to provide a driveway in the center of each of said streets or avenues of the clear width named in the agreement.

The main girders over the driveway to be supported by posts located in parallel lines between the curb lines and the street lines and contiguous to the curb lines.

The shorter girders over the pro-

posed sidewalks to be supported at one end by the posts which will carry the main girders and at the other end by abutment walls whose front faces shall be on the street lines.

The girders throughout their full length and width to be provided with a tight floor and with proper conductor pipes leading to city drains.

The cross sections of the driveway in these approaches to be established by the City Engineer.

All said driveways and depressed intersections are to be paved within the limits of the width of said roadways as established in the present approaches to the right of way occupied by said railroad companies, with brick or asphalt block, according to the brick or asphalt block pavement specifications, a copy of which is hereunto attached, as far as the same are applicable and under the supervision of the Commissioner of Public Works of the City of Detroit and the City Engineer.

The roadway on Michigan avenue is to be paved with brick approved by the Common Council, and according to specifications now in force. The other roadways shall be paved with brick or asphalt block, as determined by the Common Council in each case. All bridges over streets or avenues shall be substantially similar structures to the railway bridge over Woodward avenue.

Such drainage of driveway and behind retaining walls and bridge abutment walls as the City Engineer shall designate to be built to his specifications and approval.

Sidewalks to be built at levels and of width shown.

All sidewalks to be built of concrete in accordance with specifications, a copy of which is hereunto attached, so far as the same are applicable, and under the supervision of the Commissioner of Public Works of the City of Detroit and the City Engineer.

Continuous walks to be built in the curb lines of the driveways and intersecting streets wherever the City Engineer shall deem the same necessary for the support of the sidewalks or the main girders.

Continuous walls to be built with their front faces in the line of the street throughout the limits of the rights of way of the Steam Railway Companies, and also on intersecting streets.

The necessary retaining walls to support adjacent property at its existing level to be built where required within the limits of the proposed change in grade.

All abutments and retaining walls to be built of concrete in accordance with the standard specifications of the Michigan Central Railroad Company.

All water and drain pipes, which are the property of the City, and which will be injured or disabled by the proposed change to be lowered or diverted and restored to usefulness to the satisfaction of the City Engineer.

All the above described construction within the limits of the change in grade to be completely made by

the railroad companies, with all reasonable dispatch and at their cost.

The city to undertake to see that such pipes, conduits, wire lines or other semi-public or private appurtenances as occupy the street, and will be affected by the change in grade, shall be reconstructed by the proper parties.

The city to provide that the street railway companies, whose tracks occupy the part of any of said streets and avenues where the grade is to be changed shall make such changes in their tracks from time to time as shall be directed by the Engineer of the railroad companies in charge of the work, and to further provide that any part of or all of the traffic in the part of the street where grade is to be changed shall be suspended at and during the time that said Engineer shall deem it to be necessary for the safe conduct and expedition of the work.

The city to provide by proper resolution for the removal and for the reconstruction of street railway companies' tracks and for such portion of the removal and restoration of the pavement in the driveways as devolves upon the street railway company in any way of said streets and avenues occupied by street railway tracks.

Adopted as follows:

Yeas—Allan, Ashe, Auch, Bahorski, Bleil, Bradley, Braun, Brennan, Burton, Cowan, Crane, Cranshaw, Dill, Dodt, Glinnan, Guthard, Hunter, Kocher, Kronk, Kunz, Littlefield, Lodge, Miotke, Mitter, Nowc, Reinhold, Richert, Riopelle, Robinson, Ross, Schultz, Starkey, Thompson, Vernor, Walsh, Wartell, Wenzel, Zink and the President—39.

Nays—None.

#### From the Department of Public Works.

To the Honorable the Common Council: Gentlemen—The Department of Public Works recommends that the testing of gas, for which no appropriation was allowed in the past season, be delegated to the Department of Safety Engineering as we understand that Department is equipped to take care of same without extra expense.

Respectfully submitted,

GEORGE H. FENKELL,  
Commissioner.

Accepted and referred to the Committee on Ordinances.

#### From the Department of Public Works.

To the Honorable the Common Council: Gentlemen—This Department believes it essential that protection piles of the Belle Isle Bridge to protect same from ice coming down the river the coming winter and spring. Last year was a severe trial on the bridge and I believe that only good fortune saved it from serious damage. An estimate of \$1,500.00 has been secured from the City Engineer's Office and the Department recommends that this amount be placed at its disposal and that it be authorized to advertise for proposals for the work.

Respectfully submitted,

GEORGE H. FENKELL,  
Commissioner.

By Ald. Burton:

Resolved, That, the Controller be and is hereby authorized and directed to make the necessary entries on his books to effect the transfer of \$1,500 from the Revenue Reserve Fund to the credit of an account in the Belle Isle Bridge Fund for the purpose of driving protection piles on the upper side of the Belle Isle Bridge.

Referred to Committee on Ways and Means.

#### From the Department of Public Works.

To the Honorable the Common Council:

Gentlemen—In order to drain a school house in the newly added territory west of Oakman Blvd., it became necessary to construct a sewer arm in Buena Vista Avenue known as the Buena Vista Arm. The lowest bid was by the Moreno-Burkham Co., namely, \$7,419.00, for which contract was let and has been confirmed by your Honorable Body. This Department asks the transfer of the above amount, plus \$200.00 for inspection, from the appropriation in the Public Sewer Fund known as Sewer Arms, and asks the adoption of the following resolution.

Respectfully submitted,  
GEORGE H. FENKELL,  
Commissioner.

By Ald. Burton:

Resolved, That the Controller be and is hereby authorized and directed to make the proper entries on his books to effect the transfer of \$7,619.00 from the sub-fund in the Public Sewer Fund, known as Sewer Arms, to the credit of an account in the same fund to be known as Buena Vista Sewer Arm.

Adopted as follows:

Yeas—Allan, Ashe, Auch, Bahorski, Bleil, Bradley, Braun, Brennan, Burton, Cowan, Crane, Cranshaw, Dill, Dodt, Glinnan, Guthard, Hunter, Kocher, Kronk, Kunz, Littlefield, Lodge, Miotke, Mitter, Nowc, Reinhold, Richert, Riopelle, Robinson, Ross, Schultz, Starkey, Thompson, Vernor, Walsh, Wartell, Wenzel, Zink and the President—39.

Nays—None.

#### From the Department of Public Works.

To the Honorable the Common Council:

Gentlemen—This Department recommends that the City Treasurer be directed to accept from the owner of lot 4, east Sixth street, between Alexandrine and Frank, on west sheet 436, the sum of \$1.50 and cancel balance on account of error in assessing.

Respectfully submitted,

GEORGE H. FENKELL,  
Commissioner.

By Ald. Cranshaw:

Resolved, That on recommendation of the Department of Public Works, the City Treasurer be directed to accept from the owner of lot 4, east Sixth street, between Frank and Alexandrine, on west sheet 436, the sum of \$1.50 and cancel balance on account of error in assessing.

Adopted as follows:

Yeas—Allan, Ashe, Auch, Bahorski, Bleil, Bradley, Braun, Brennan, Burton, Cowan, Crane, Cranshaw, Dill, Dodt, Glinnan, Guthard, Hunter, Kocher, Kronk, Kunz, Littlefield, Lodge, Miotke, Mitter, Nowc, Reinhold, Richert, Riopelle, Robinson, Ross, Schultz, Starkey, Thompson, Vernor, Walsh, Wartell, Wenzel, Zink and the President—39.

Nays—None.