

Claimant parked his Ford roadster in front of the Kelsey Wheel Company, McGraw avenue, on August 20, 1923, he being a resident of Fort Smith, Arkansas, touring through Detroit. While said automobile was so parked, a truck driven by John McCormick, an employee of the Board of Water Commissioners, and being used for the hauling of pipe, passed claimant's automobile, at which time the trailer broke loose from the truck, colliding with claimant's automobile and damaged same to the extent of \$87.37. Repair work on this car was done by the Detroit Motor Sales Company.

This matter was taken up by your Honorable Body at a meeting of the Committee of the Whole held today, and I was instructed to have the Detroit Motor Sales Company transfer the charge from claimant to the City of Detroit, which has been done and claimant's car released, and also instructed us to prepare the necessary resolution authorizing payment of this claim to the Detroit Motor Sales Company, which resolution is herewith attached.

Respectfully submitted,
JAMES R. WALSH,

Assistant Corporation Counsel.

By Councilman Bradley:

Resolved, That the Controller be and he is hereby instructed to draw his warrant upon the proper fund in favor of the Detroit Motor Sales Company in the sum of \$87.37, same being payment in full for damages sustained to Ford Roadster belonging to A. C. Filins of Fort Smith, Arkansas, said automobile bearing motor No. 2431531, Arkansas license No. 95-836.

Adopted as follows:

Yeas—Councilmen Bradley, Castator, Ewald, Kronk, Littlefield, Vernon, Watson and the President Pro Tem—8.

Nays—None.

From the City Treasurer.

To the Honorable the Common Council:

Gentlemen—The following checks issued by the City of Detroit in payment of services rendered have been lost by the people to whom issued and payment stopped thereon. I would respectfully recommend that I be directed to issue duplicates:

- No. 43583, dated 6-19-23, in favor of Katherine Holden, amount \$149.00.
- No. 76621, dated 5-15-23, in favor of E. Gibson, amount \$4.62.
- No. 89280, dated 6-15-23, in favor of C. Davis, amount \$88.50.
- No. 86375, dated 6-15-23, in favor of Ernest Baker, \$78.16.
- No. 84351, dated 6-15-23, in favor of T. C. Thompson, amount \$75.00.
- No. 117337, dated 6-29-23, in favor of C. F. Burnette, amount \$72.59.
- No. 1917, dated 7-13-23, in favor of Fred. Ernest, amount \$97.00.

No. 132552, dated 5-14-23, in favor of Wm. Walrod, amount \$31.20.

No. 17783, dated 7-28-23, in favor of Wm. M. Gratton, amount \$72.58.

No. 141642, dated 5-29-23, in favor of I. McInturff, amount \$25.00.

Respectfully,
GUY L. INGALLS,
 City Treasurer.

Accepted and recommendation concurred in as follows:

Yeas—Councilmen Bradley, Castator, Ewald, Kronk, Littlefield, Vernon, Watson and the President Pro Tem—8.

Nays—None.

From the Department of Public Works.

To the Honorable the Common Council:

Gentlemen—Herewith is original copy of agreement between the City of Detroit and the Wabash Railway Company relative to grade separation. This contract is fully executed and has been approved by the Corporation Counsel.

I would respectfully recommend that as a matter of convenience of record that it be printed in the proceedings and this copy filed with the City Controller.

Very truly yours,

JOHN W. REID,
 City Engineer.

THIS SUPPLEMENTAL AGREEMENT, made this 10th day of August, A. D. 1923, by and between the City of Detroit, a municipal corporation, hereinafter called the City, party of the first part, and the Wabash Railway Company, a Corporation, hereinafter called the Railway Company, party of the second part;

WITNESSETH, That

Whereas, On the 25th day of August, 1909, the 29th day of May, 1916, and the 6th day of August, 1917, the parties hereto executed three several agreements providing for the separation of grade crossings in said City, at the intersection of the several streets in the districts from Woodward avenue to Russell street, and from Junction avenue to River Rouge with the right of way owned, used and occupied by said Railway Company, and as a part of said several agreements the Railway Company agrees to expend annually its portion of an aggregate sum of \$200,000.00 to be expended by all the Railroad Companies parties thereto, to construct the improvements contemplated thereunder; and

Whereas, The City desires the Railway Company to increase its annual expenditures for the work contemplated in said several agreements which it is obligated to perform thereunder in order to insure more rapid completion of the grade separation improvements within the districts covered by said several agreements; and

Whereas, The City and the Railway Company have agreed to modify said several agreements in accordance with the terms and conditions hereinafter set forth;

Now therefore, in consideration of the premises, and the mutual undertakings of the parties hereinafter expressed, IT IS AGREED:

1. That the Railway Company shall be required to expend annually the sum of \$140,000.00 and no more, until all of the grade separation work covered in said several agreements shall be completed; provided, that said annual expenditure by the Railway Company of \$140,000.00 shall be exclusive of the 25 per cent to be paid by the City as hereafter provided; and provided further, that the Railway Company shall not be required to expend any other additional sums for grade separation in the City of Detroit until the work hereunder shall be completed.

2. That the Railway Company shall, in addition to the work scheduled for the year 1923, and now in progress at Green and Central avenues, undertake this year also the completion of its portion of the grade separation at Dix avenue, by performing all of the work required to finish said separation at Dix avenue as a permanent improvement as soon as reasonably possible, viz: The construction of abutments, bridges, retaining walls, paving, sidewalks and all other work incident to the completion of this separation.

3. That the City shall in consideration of the undertakings of the Railway Company pay to the Railway Company in the manner hereinafter set forth 25 per cent of the cost of all of the physical changes contemplated by the plans, profiles and specifications referred to in and as part of the several agreements heretofore mentioned, provided, that the City shall not be required to pay 25 per cent of the cost of any of the work performed prior to the first day of May, 1923, at Livernois, Dix and Waterman avenues.

4. That as to work performed by the Railway Company itself, there shall be added to the cost to it of all materials furnished by it from stock to accomplish such separation, 15 per cent to cover the expense of handling in transit, freight charges accruing on materials (the shipment of which originates on lines of the Railway Company), accounting, and other like overhead expenses which it is impracticable to allocate; it being understood that all other materials shipped for use in such work are to be purchased, f. o. b. Detroit, for delivery at such place therein as may be designated by the Railway Company, and said 15 per cent shall not apply to any material so purchased.

(a) To the cost of all labor, performed by the Railway Company itself, including foremen, there shall be added 10 per cent to cover the cost of accounting, use of small tools, and other like overhead expenses, which it is impracticable to allocate.

(b) It is further understood and agreed that, as to work performed by contractors for the Railway Company, and as to materials purchased f. o. b. Detroit, as aforesaid, there shall be added to the cost thereof, as fixed by contract, one per cent to cover the cost of advertising for bids, letting contracts, accounting, and other like overhead expenses which it is impracticable to allocate.

(c) The Railway Company shall monthly render to the City bills covering the cost to it for the preceding month, including all expenditures made hereunder, which are chargeable to the cost of the work, whether for work by itself performed, or for work performed by contractors for it, according to estimates to be made by the Railway Company's Chief Engineer, the City Engineer or his representatives to have access to all the Railway Company's records pertaining to such work, for the purpose of checking same, and the City agrees to pay its proportion of such monthly bills within thirty days from the date of rendition.

5. All of the work to be done by the Railway Company under this Supplemental Agreement shall be performed in conjunction with like grade separation construction operations by the Michigan Central and New York Central Railroad Companies along their several adjoining rights of way within the districts described herein.

6. All of the terms and conditions of the original agreements of August 25, 1909, May 29, 1916, and August 6, 1917, shall continue and be in full force and effect except as modified by the terms of this Supplemental Agreement.

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.

CITY OF DETROIT,
By Frank E. Doremus,
Mayor.

RICHARD LINDSAY,
City Clerk.
WABASH RAILWAY COMPANY,
By J. E. Trussig,
President.

Attest:
W. F. BENDER,
Asst. Secretary.
Form approved:
W. S. BROWN,
Vice-Pres. and Gen. Solicitor.

Approved:
 L. G. SCOTT,
 Vice-President.
 Approved:
 R. E. COTTER,
 Vice-Pres. and Gen. Manager.
 Approved:
 R. I. LAWSON,
 Corporation Counsel.
 Approved:
 JOHN W. REID,
 City Engineer.

By Councilman Watson:
 Resolved, That agreement between the City of Detroit and the Wabash Railway Co., relative to grade separation, herewith submitted, be and the same is hereby approved.

Adopted as follows:
 Yeas—Councilmen Bradley, Castator, Ewald, Kronk, Littlefield, Vernor, Watson and the President Pro Tem—8.
 Nays—None.

From the Department of Public Works.

To the Honorable the Common Council:

Gentlemen—On account of accrued interest figured by the City Treasurer's office, the appropriation in the Public Building Fund in account No. 8, Special Assessments, will have to be supplemented with the sum of \$86.34, and we herewith request your Honorable Body to direct the City Controller to provide this amount from available funds.

Respectfully submitted,
 JOSEPH A. MARTIN,
 Commissioner.

By Councilman Bradley:
 Resolved, That the City Controller be, and is herewith directed to transfer, from available funds, the sum of \$86.34, to account No. 8, Special Assessments, Public Building fund.

Adopted as follows:
 Yeas—Councilmen Bradley, Castator, Ewald, Kronk, Littlefield, Vernor, Watson and the President Pro Tem—8.
 Nays—None.

From the Department of Public Works.

To the Honorable the Common Council:

Gentlemen—The Department of Public Works, to whom was referred the petitions for first paving:

No. 6501—A. E. Holmes, et al, for the paving of Homedale avenue from Michigan to northerly terminus.

No. 7796—R. C. Smith, et al, for the paving of N. and S. alley between Begole, Ironwood, Milford, Tireman.

No. 5366—F. W. Reed, et al, for the paving of alley between Fourteenth, Wabash, Antoinette, McGraw, reports that the petitioners are the owners of the greater number of feet of real estate abutting the streets and alleys proposed to be improved.

The Department therefore recommends that the prayers of the petitioners be granted, and the streets and alleys named within the limits stated be paved.

It is estimated that the cost of these improvements will be as follows:

Estimated cost.....\$15,900 \$15,100
 N. and S. alley between Begole, Ironwood, Milford and Tireman, one course concrete, 17 feet wide.
 Estimated cost\$2,690
 Alley between Fourteenth, Wabash, Antoinette, McGraw, one course concrete 20 feet wide.
 Estimated cost\$2,810

Stone Concrete
 curb curb
 Estimated cost.....\$15,900 \$15,100
 N. and S. alley between Begole, Ironwood, Milford and Tireman, one course concrete, 17 feet wide.
 Estimated cost\$2,690
 Alley between Fourteenth, Wabash, Antoinette, McGraw, one course concrete 20 feet wide.
 Estimated cost\$2,810
 Respectfully submitted,
 JOSEPH A. MARTIN,
 Commissioner.

By Councilman Bradley:
 Resolved, That
 Homedale avenue from N. C. Michigan to northerly terminus;
 N. and S. alley between Begole, Ironwood, Milford, Tireman;

Alley between Fourteenth, Wabash, Antoinette, McGraw, be and the same are hereby ordered to be graded and paved with materials named and widths stated in the foregoing communication, in accordance with the petitions referred to, specifications adopted by the Common Council, the provisions of the Charter and Ordinances of the City of Detroit, and further, be it

Resolved, That the Department of Public Works be, and is hereby ordered and directed to advertise five times for proposals for improving said streets and alleys, in accordance with the recommendations contained in the foregoing communication and said Charter and Ordinances.

Adopted as follows:
 Yeas—Councilmen Bradley, Castator, Ewald, Kronk, Littlefield, Vernor, Watson and the President Pro Tem—8.
 Nays—None.

From the Department of Public Works.

To the Honorable the Common Council:

Gentlemen—The Department of Public Works, to whom was referred the resolutions asking consideration of the matter of paving the following streets, under the Charter clause permitting \$750,000 worth of paving to be contracted for in any one year, without the