

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 Two Hundred Thousand Dollars (\$200,000.00) to be expended by all the Railroad Companies parties thereto, to construct the improvements contemplated therein; and

Whereas, by a supplemental agreement executed between the parties hereto, on the tenth day of August, 1923, the Railway Company, for the consideration expressed in said contract, agreed to increase its annual expenditures for its proportion of the work contemplated in said several agreements and said supplemental agreement to the annual sum of One Hundred Forty Thousand Dollars (\$140,000.00), and no more, until all of the grade separation work covered in said several agreements shall be completed; on condition, however, that the Railway Company shall not be required to expend any other or additional sums for grade separation work in said City until the work contemplated by said several agreements shall be completed; and

Whereas, by Second Supplemental Agreement entered into between the parties hereto, on the 20th day of March, 1924, the grade crossing of Fort Street in said City with the right of way owned, used and occupied by the Railway Company has heretofore been eliminated by the separation of the grades of said street and right of way; and

Whereas, the City has heretofore notified the Railway Company to begin the work of separating the grades of Russell Avenue and the right of way of the Railway Company at their point of crossing in said City; and

Whereas, the grade crossing of Hastings Street in said City with the right of way owned, used and occupied by the Railway Company is within one of the districts provided for in the aforesaid several agreements, and said crossing is located in such proximity to the existing grade crossing of Russell Avenue and said railroad right of way as to render it desirable, and to the mutual advantage and benefit of both parties hereto, that the work of separating the grades of said Hastings Street and said right of way at their point of crossing shall be carried on concurrently with the work of separating

the grades of said Russell Avenue and said right of way at their point of crossing in said City; and

Whereas, it is expected by each party hereto that the Railway Company's proportion of the cost of carrying forward the grade separation work at said Russell Avenue crossing, together with the cost of carrying forward the grade separation work at the said Hastings Street crossing will require the Railway Company to expend, during one or more calendar years required to complete said work, a sum in excess of One Hundred Forty Thousand Dollars (\$140,000.00) per year.

Therefore, in order that the grade separation work at said Russell Avenue crossing and at said Hastings Street crossing may be undertaken at the earliest practical date, and the work at the said two crossings carried forward concurrently, and prosecuted to completion with reasonable diligence by the Railway Company, it is agreed between the parties hereto, as follows:

1. The Railway Company will begin the work of separating the existing grade crossing of Russell Avenue in said City with the right of way owned, used and occupied by said Railway Company, and the work of separating the existing grade crossing of Hastings Street in said City with the right of way owned, used and occupied by said Railway Company, according to plans and specifications for each of said crossings to be first agreed upon between the City and the Railway Company; and the Railway Company will carry forward the grade separation work at both said Russell Avenue and Hastings Street crossings concurrently and will prosecute said work to completion with reasonable diligence. The work of separating the said Russell Avenue and said Hastings Street grade crossings, respectively, shall be performed by the Railway Company and the cost thereof borne by the respective parties hereto according to the terms and provisions of said Supplemental Contract dated August 10, 1923, to which reference is hereby made.

2. It is agreed that from and after the date in the calendar year 1928, and the date in each succeeding calendar year, when the Railway Company shall have expended or incurred obligations in the aggregate sum of One Hundred Forty Thousand Dollars (\$140,000.00) in any such calendar year upon or on account of its proportion of the grade separation work provided for in the above mentioned contracts, (including this contract), as evidenced by the certificate of the General Auditor of the Railway Company, then and thereafter, and in consideration of the Railway Company continuing the grade separation work during the re-

remainder of any such calendar year, the City will (in addition to the payment of its proportion of the cost of said work) advance and pay to the said Railway Company within ten (10) days after the bills are rendered therefor, the full amount of the Railway Company's portion of the cost of the work performed during the remainder of any such calendar year upon or on account of said grade separation work. Said advancement shall be made from time to time and be due and payable to the Railway Company upon the certificate of its General Auditor certifying to the City the amount so expended and the obligations so incurred by the Railway Company and supported by bills in such detail as may be reasonable and proper. All such bills shall be paid by the City as rendered, but, nevertheless, shall be subject to check and correction by either party, and any errors and or omissions thereon shall be adjusted in the subsequent bills or on final settlement.

3. The advancements made by the City to the Railway Company, as provided for in the preceding paragraph No. 2, shall be repaid by the Railway Company to the City at the times and in the manner following:

If, during the calendar year 1928 or any subsequent calendar year, the Railway Company shall not expend upon or on account of its proportion of the aforesaid grade separation work the aggregate sum of One Hundred Forty Thousand Dollars (\$140,000.00), then the City shall charge back against the Railway Company such part of its said previous advancements as shall equal the difference between the amounts actually expended and obligations incurred by the Railway Company during any such year upon or on account of its proportion of the cost of said grade separation work, and the sum of One Hundred Forty Thousand Dollars (\$140,000.00). The total amount of this recharge shall be prorated as nearly as may be, into monthly installments covering the remainder of any such calendar year, and the Railway Company shall pay to the City the amount of such monthly installments on or before the 15th day of each month remaining in such year. Each succeeding year of grade separation work under the aforesaid contracts shall be adjusted and settled further in the manner provided for in this paragraph, until the Railway Company shall have completed the grade separation work at said Russell Avenue crossing and at said Hastings Street crossing, and until the Railway Company has repaid to the City the full amount of the advancements made by the City on account of said grade separation work.

Neither party hereto shall charge or demand interest of the other party upon any balance or balances that

may be or become due the parties respectively under this agreement.

4. This Agreement shall be limited to the grade separation work at the said Russell Avenue crossing and at the said Hastings Street crossing and shall not be construed as embracing any other grade crossings within the district or districts provided for in the several agreements first hereinabove mentioned.

5. All of the terms and conditions of said Original Agreements of August 25, 1909, May 29, 1916, August 6, 1917, and the Supplemental Agreements of August 10, 1923, and March 20, 1924, shall continue and be in full force and effect except as expressly modified by the terms of this Third 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 JOHN C. LODGE,
Mayor.

Attest:

RICHARD W. READING,
City Clerk.

WABASH RAILWAY COMPANY.

Attest:

W. F. BENDER,
Assistant Secretary.

Form Approved.

N. I. BROWN,
V. G. INGALLS.

Accepted and placed on file.

From the Department of Public Works

June 29, 1928.

To the Honorable, the Common Council:

Gentlemen—This is to advise you that the New York Central Railway Company will require the closing of Russell Street, beginning July 5th, in connection with the work of separating the grades at this crossing.

Proper notice will be given to the public, in order that traffic may detour around this improvement.

Respectfully submitted,
JOHN W. REID,
Commissioner.

Accepted and placed on file.

From the Department of Purchases and Supplies

June 30, 1928.

To the Honorable, the Common Council:

Gentlemen—May we refer to the Municipal Opera to be held at the State Fair Grounds on the week of July 16th. We also refer to the resolution of the Hqn. the Common Council on May 8th, as a result of

the petition of the R Association requesting the various city dep Department of Parks and Public Works through you to render assistance.

We are now in rec communication from Com of the Parks and Bou to take singers from the use of four the Boulevard and the Boulev Grounds returning the place after the perform We believe that, in Municipal Opera has your Hon. Body, it wou to comply with the re missioner Busch.

If this meets with the Division of Motor will be glad to comp desires.

Respectfully,
JOS.
Co

By Councilman Dingem

Resolved, That the D Purchases and Supplie hereby authorized and di nish free of charge, four for the transportation of Woodward avenue and Blvd. to the State Fair C return in connection with lpal Opera to be held t July 16th.

Adopted as follows:
Yeas—Councilmen Call ator, Dingeman, Ewald, Sheffield, Walters and th Pro Tem—8.
Nays—None.

From the Department of and Supplies

To the Honorable, July Council: the

Gentlemen—In response t entishments for proposals nining the Election Commi White Pine Lumber, in a with specifications on file office bids were received following named, and op June 30th, 1928.
Frank W. 1928.
Bastrick W. Girard.
The Brownlee Co.
Detroit Lumber Co.
Hamtramck Lumber Co.
The quoted by the above the attached by the above bid of Frank W. G. is based in on fur. The not in on fur. The not in on fur. The not in on fur.