ening Mack Avenue, this department relaid the sidewalks to conform with the new street line and assessed the cost thereof to the abutting property. We are now advised that stipulation

in the verdict roll calls for the replacement of sidewalks by the City, without expense to the property own-

It is therefore recommended that the City Treasurer be directed to cancel sidewalk assessment rolls above

referred to.

It is also recommended that your Honorable Body provide the sum of \$8,995.88, to cover the cost of the work of relaying sidewalks on Mack Avenue, in order to reimburse the Sidewalk Revolving Account of the Department.

Respectfully submitted, JOHN W. REID, Commissioner.

By Councilman Dingeman:

Resolved, That the City Treasurer be and he is hereby authorized and directed to cancel sidewalk assessment rolls Nos. 3809 to 3854, inclusive; 3856 to 3861, inclusive, and that portion of Roll No. 3855 covering lots 125, 126, 127, 128 and 129, for the construction of sidewalks on Mack avenue, and further

Resolved, That the City Controller be and he is hereby authorized and directed to transfer the sum of \$8,-995.88 from the Contingent Fund to Revolving Account in the General Road Fund to cover the cost of the work of relaying sidewalks on Mack

Adopted as follows:

Yeas-Councilmen Callahan, Castator, Dingeman, Ewald, Kronk, Littlefield, Walters and the President

Nays-None.

From the Department of Public Works

the Council: Honorable, the Common

Gentlemen—Lateral Sewers No. 4943, 4995, 4997, assessment rolls Nos. 10253, 10305, 10307, heretofore approvagation of the confirmed by the same honorable. ed and confirmed by your honorable body, have been completed according to plans and specifications and accepted for the city.

Respectfully submitted, JOHN W. REID, Commissioner.

By Councilman Ewald:

Resolved, That the Department of Public Works be and is hereby directed to draw a voucher on the Public Sewer Fund in payment of the cost of the city arms if any an latered of the city arms, if any, on lateral sewers No. 4943, 4995, 4997 and assessment Rolls Nos. 10253, 10305, 10307.

Adopted as follows: Adopted as loneway Yeas—Councilmen Callahan, Cas. Yeas—Councilled Ewald, Ronk, Castator, Dingeman, Ewald, Kronk, Littlefield, Walters and the President

From the Department of Public Works

the Honorable, the Common Council:

Gentlemen—We herewith plans and specifications for the Remodelling of the Boiler House at 504 Elmwood Avenue for the Department of Recreation, which were prepared by the City Engineer's Office

We respectfully ask your approval of same and authority to advertise

Respectfully submitted,

JOHN W. REID, Commissioner.

By Councilman Callahan:

Resolved, That the plans and specifications for the remodelling of the boiler house at 504 Elmwood ave. for the Department of Recreation be and the same are hereby approved, and the department be and is hereby authorized to advertise for proposals for performing the work.

Adopted as follows:

Yeas—Councilmen Callahan, Castator, Dingeman, Ewald, Kronk, Littlefield, Walters and the President Pro Tem—8.

Nays-None.

From the Department of Public Works

June 29th, 1928.

To the Honorable, the Common Council:

Gentlemen—I am submitting herewith copy of an agreement between the City of Detroit and the Wabash Railway Company, execution of which on behalf of the City, was authorized by resolution of your Honorable Body at its species by the second of the city was authorized by resolution of your Honorable Body at its species by the city was all 1928. at its session held June 19, 1928.

I would suggest that this agreement be printed in the proceedings as a matter of permanent record.

Respectfully submitted, JOHN W. REID, Commissioner.

This Third Supplemental Agreement made May, A ment made this 31st day of City of D. 1928, by and between the City of Detroit Detroit, a municipal corporation the first part, and Wabash Railway Company Company, a corporation, hereinafter called the Darty of called the Railway Company, party of the second part, Witnesseth:

Whereas, on the 25 Whereas, 29th day That 1909, 6th day of Aug August, 4he day of August, 1909, 6th day of August, 190 and the own day of Aug and hereto executed to the parties ments providing pur ties hereto executed ing the parties ents providing agree of grade crossing entration intersection of the separation the Districts for the crossing at the districts for the crossing are the districts for the crossing are th city at the intersection of the city in the Districts from the district from the in the to Russell Sti rard Avenue to River of way of the right of way the right of way own rith the right by said Railwand as a part and occupied as a part of saic greenents the Railway (sares to expend annually its agrees to capate sum of Two Thousand Dollars (\$200,000.00 spended by all the Railroa espended thereto, to companies parties thereto, to co me improvements conte therein; and whereas, by a supplementa.

ment executed between the ment the tenth day of 1923, the Railway Company, consideration expressed in sai tract, agreed to increase its expenditures for its proportion work contemplated in said agreements and said supple agreement to the annual sum Hundred Forty Thousand (\$140,000.00), and no more, ur of the grade separation work c in said several agreements sh completed; on condition, ho that the Railway Company sha be required to expend any oth additional sums for grade separ work in said City until the work templated by said several agreer

shall be completed; and Whereas, by Second Supplem Agreement entered into be ween parties hereto, on the 20th da March, 1924, the grade crossin fort Street in said City with the of way owned, used and occupie the RailWay Company has hereto been eliminated by the separation the grades of said street and r

Whereas, the City has hereto the Railway Company to Russell Avenue and the gratient Ray of the Railway Company at the Whereas, the grade City; and Ashings Street grade crossing the way owned, used and occurrence of Railway Company mind by the wheel, used and the of Railway Company the stores and aforesaid stricts provide the stores of the constraint crossing veral agree to the existing gradents. and said crossing is located and of Russell the existing grade and and of Avenue as to and sa saids the of hot hot be not hot be not parties her with located and saids with each of hot parties her with located and saids work both utual render to the of parties her with located and saids of Hastings soil Hastings are the at the carry their the

That, Whereas, on the 25th day of the grades of said Russell Avenue and 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 be ween 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 Hastings Street in said City with the right of way owned, used and occupled 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 concurtently with the work of separating said right of way at their point of crossing in said City; and

Whereas, it is expected 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

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:

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 wth 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 Dol-lars (\$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 certifi-cate of the General Auditor of the Railway Company, then and thereafter, and in consideration of the Railway Company continuing grade separation work during the re-

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mainder 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 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 Rail-way 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 tracts 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 Assaula Grossing and at total Russell Avenue crossing and at said Hastings Avenue crossing and at said matrices. Street crossing, and until the Rail-way Company has repaid to the City the full amount of the advancements. made by the City on account of said

may be or become due the parties respectively under this agreement

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

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,

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.

the Common the Honorable, 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. Common the the Honorable,

Gentlemen—May we refer to the Municipal Opera to be held at the State Pair Grant to be held at the state Pair Grant to be held at the state of the s Neither party hereto shall charge upon any balance or balances that

Municipal Opera to be held week State Fair Grounds on the week July 16th. We also refer to Common of the Hon. the result Council on May 8th, as a State Fair Grounds on the week of July 16th

petition of the R petition requesting del de various of Parks pepartment Works p ber public Works to rend prough now in rec We me from Comi municanana and Boul of the ranks and four the use of four take singers from and the Bouleva. grounds returning the orounds after the perform Municipal Opera has t nour Hon. Body, it wou to comply with the remissioner Busch. If this meets with

the Division of Motor will be glad to comp desires.

Respectfull JOS. Co

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

Adopted as follows: Yeas-Councilmen Call later, Dingeman, Ewald, leffeld. Walters and the Pro Tem-8. Nays-None.

From the Department of and Supplies

council: Honorable. Gentlemen In response comments for responsive the proposals

the Election Commi pine Pine Lumber, in a specifications on file bids were received and o go

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