

Whereas, the completed work has been found acceptable under the terms and conditions of said Contract by the department for whom the work was performed; therefore be it

Resolved, That the said Contract be and is hereby accepted.

Adopted as follows:

Yeas — Councilmen Beck, Connor, Lincoln, Rogell, Smith, Van Antwerp, Wise, Youngblood, and President Miriani—9.

Nays—None.

Department of Public Works

May 13, 1957.

Honorable Common Council:

RE: Contract PW-2346

For Paving Concrete Sidewalks and Driveways—District LE
Adjusted Contract Price:
\$24,940.29

Contractor: J. J. Barney

Gentlemen — This is to certify that all work required of the Contractor in the performance of this Contract has been fully completed and found acceptable under the terms and conditions thereof, and that the total value of such completed work, including all Contract Changes duly issued, is that stated above as the Adjusted Contract Price.

The Contractor has submitted an affidavit that all payrolls, material bills, and other indebtedness incurred by him in connection with the work have been paid.

It is therefore recommended that the total value of the work, as above stated, less the total amounts previously paid on all progress payments, be paid to the Contractor with the understanding that such payment is made by the City and accepted by the Contractor under the Contract provisions covering final payment.

JOHN S. PERCIVAL,
Engineer of Tests
& Inspection.

CLYDE L. PALMER,
Asst. City Engineer.

GLENN C. RICHARDS,
Commissioner.

By Councilman Beck:

Whereas, from the foregoing communication, it appears that all work required to be performed by the Contractor therein named has been fully completed; and

Whereas, the completed work has been found acceptable under the terms and conditions of said Contract by the department for whom the work was performed; therefore be it

Resolved, That the said Contract be and is hereby accepted.

Adopted as follows:

Yeas—Councilmen Beck, Connor, Lincoln, Rogell, Smith, Van Antwerp,

Wise, Youngblood, and President Miriani—9.

Nays—None.

Department of Public Works

May 13, 1957.

Honorable Common Council:

Gentlemen — We are returning herewith the petition of Borden's Farm Products Company, No. 11396, requesting the vacation of the east-west alley north of Garfield Avenue between Ellery Street and Heck Place. The petition was approved by the City Plan Commission and was then referred to this office by your Committee of the Whole for investigation and report.

We wish to advise that our investigations are completed.

As per our directive, on May 10, 1957, the petitioner paid into the City Treasury the sum of \$757.75, Receipt No. B-36570, credited to the Public Works Maintenance Fund Code No. 143-0000 (6241), said amount being the original cost of paving the east ½ of Ellery Street and the west ½ of Heck Place at the intersection of the alley to be vacated.

An easement is reserved in the vacating resolution for the Public Lighting Commission for the maintenance of its installations located in the alley to be vacated.

The Sewer Design Division of the Department of Public Works has no objection to the vacation of said alley provided the City of Detroit shall not be held responsible for the maintenance of the sewer located in the alley to be vacated. A provision is incorporated into the vacating resolution for this purpose.

The petitioners requested that the paved returns at the entrances to the vacated alley remain in their present status as the petitioner plans to utilize same, and has agreed, by letter filed with the original petition, to pay all costs incidental to the removal of the return at such time in the future as the removal becomes necessary.

All other City departments and privately owned utility companies reported that they will be unaffected by the vacation of said alley or that they have reached satisfactory agreements with the petitioners regarding their installation therein.

We recommend the adoption of the attached resolution.

Respectfully submitted,
GLENN C. RICHARDS,
Commissioner.

By Councilman Beck:

Resolved, That all of the east-west public alley 18 feet wide, north of Garfield Avenue between Ellery Street and Heck Place, as platted in Lambert's Subdivision of a portion of Outlots 21 and 22 Leib Farms, Detroit,

Wayne County, Michigan, as recorded in Liber 19, Page 65 of Plats Wayne County Records and Gutow's Subdivision of the west 1/2 of the southerly 450.50 feet of Outlot 22 Leib Farm, Detroit, Wayne County, Michigan, as recorded in Liber 19, Page 64 of Plats Wayne County Records, lying north of and adjoining the north line of lots 9 to 16 both inclusive, south of and adjoining the south line of lot 17, south of and adjoining the south line of the vacated alley lying east of lot 17 all of the last mentioned subdivision, north of and adjoining the north line of lots 10 to 13 both inclusive, south of and adjoining the south line of lot 25, and south of and adjoining the south line of the vacated alley lying west of lot 25 of the above mentioned Lambert's Subdivision, be and the same is hereby vacated as a public alley to become a part and parcel of the adjoining property subject to the following provisions:

1) An easement or right-of-way is hereby reserved in and over the above mentioned 18 foot alley, for the purpose of maintaining, repairing, removing, or replacing the Public Lighting Commission's facilities located in said alley;

2) No building or structure of any nature whatsoever shall be constructed over said easement unless prior approval therefor is obtained from the Public Lighting Commission;

3) The City of Detroit shall not be held responsible for the maintenance of the sewer located in the above mentioned alley to be vacated.

Adopted as follows:

Yeas — Councilmen Beck, Connor, Lincoln, Rogell, Smith, Van Antwerp, Wise, Youngblood, and President Miriani—9.

Nays—None.

Department of Public Works

May 16, 1957.

Honorable Common Council:

Gentlemen—
RE: Contract: PW-2169

For: Demolition of Buildings—
West Side of Woodward between Fort and Congress
Adjusted Contract Price:
\$18,300.00

Contractor: Arrow Wrecking Company

This is to certify that all work required of the Contractor in the performance of this Contract has been fully completed and found acceptable under the terms and conditions thereof, and that the total value of such completed work, including all Contract Changes duly issued, is that stated above as the Adjusted Contract Price.

The Contractor has submitted an affidavit that all payrolls, material bills, and all other indebtedness incurred by him in connection with the work have been paid.

It is therefore recommended that the total value of the work, as above stated, less the total amounts previously paid on all progress payments, be paid to the Contractor with the understanding that such payment is made by the City and accepted by the Contractor under the Contract provisions covering final payment.

JOHN S. PERCIVAL,
Eng. of Tests & Inspection.
M. F. WAGNITZ,
City Engineer.
GLENN C. RICHARDS,
Commissioner.

By Councilman Connor:

Whereas, from the foregoing communication, it appears that all work required to be performed by the contractor under the Contract therein named has been fully completed; and

Whereas, the completed work has been found acceptable under the terms and conditions of said Contract by the department for whom the work was performed; therefore be it

Resolved, That the said Contract be and is hereby accepted.

Adopted as follows:

Yeas—Councilmen Beck, Connor, Lincoln, Rogell, Smith, Van Antwerp, Wise, Youngblood, and President Miriani—9.

Nays—None.

Department of Public Works

May 15, 1957.

Honorable Common Council:

Gentlemen — Your Committee of the Whole referred to this office for investigation and report the petition of Donald L. Davis, No. 8162, Joseph W. Lovell, 11123, Donald Renaux 11443, Frank G. Gordon No. 10634 and John Brandmier No. 11759, requesting permission to maintain garage encroachments over the easements in the rear of their lots. The petitions were investigated by this office and our findings are as follows:

In each of the above cases the petitioner's lots have 6-foot easements in the rear of the lots. All of the above petitioner's lots have a depth of less than 115 feet which dimension includes the 6-foot easement, except the lot of Mr. Davis which has a depth of 139 feet including the 6-foot easement. Garages are constructed to encroach 3 feet into the easements. There are other garage encroachments in each of the blocks affected by these petitions and in 4 of the 5 petitions, your Honorable Body has granted such permission to other petitioners in the same block.

Under the provisions of your Honorable Body's resolution of November 16, 1954, J.C.C. Pages 2702 and 2703, establishing a policy on garage encroachments, it becomes necessary for this office to recommend a denial of the petitioner's requests. In the