

before a substitution could be made. In view of this, we request that you approve the renewal of our contract as requested on March 12, with the provision that it be cancelled when other satisfactory arrangements for the service can be made effective. The contract may be cancelled upon thirty days notice by the City. Such action is necessary to provide the continued plant protection which we will require in the interim.

Respectfully submitted,  
A. M. LORENZ,  
General Superintendent.

By Councilman Rogell:

Resolved, That the contract with Richards Commercial and Industrial Protection Co. for plant protection service for the Public Lighting Commission be and the same is hereby extended for a period of thirty days from April 17, 1957.

Adopted as follows:

Yeas—Councilmen Beck, Connor, Rogell, Smith, Van Antwerp, Wise, Youngblood and the President Pro Tem.—7.

Nays—None.

**Memorial Hall Commission**

April 9, 1957.

Honorable Common Council:  
Gentlemen—

Re: Contract: MH-23-E Henry & Edsel Ford Auditorium.  
For: Stage Equipment, Henry & Edsel Ford Auditorium.  
Adjusted Contract Price:  
\$123,693.33.  
Contractor: Stage Decoration & Supplies.

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.

CRANE, KIEHLER & KELLOG,  
O'DELL, HEWLETT &  
LUCKENBACH,  
Architects,  
MILTON F. WAGNITZ,  
City Engineer.  
WELD S. MAYBEE,  
Director.

By Councilman Rogell:

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.

Approved:

E. P. RIEHL,  
Deputy Controller.

Adopted as follows:

Yeas—Councilmen Beck, Connor, Rogell, Smith, Van Antwerp, Wise, and Youngblood—7.

Nays—None.

**Department of Public Works**

April 4, 1957.

Honorable Common Council:

Gentlemen—We are returning herewith the petition of the Towmotor Corporation (No. 2168-1952), requesting the vacation of a portion of north-south alley north of Forest Avenue and west of Cooper Avenue. The vacation of said alley was approved by the City Plan Commission with the recommendation that the petitioner deed sufficient land to provide an alley turn-around to prevent a dead-end condition in the remaining portion of alley. The petition 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 April 5, 1957, the petitioner paid into the City Treasury the sum of \$237.57, Receipt No. A-33589, credited to Public Works Maintenance Fund Code No. 143-0000 (6241), to reimburse the City for the original cost of paving the north 1/2 of Forest Avenue, west of Cooper Avenue, at the intersection of the portion of alley to be vacated.

The petitioner also deposited with the Permit Division of the Department of Public Works, the sum of \$500.00, Receipt No. 80306, said amount being the estimated cost of removing paved alley return, constructing curb and walk incident to such removal, and stoning newly deeded alley turn-around necessitated by the vacation of said portion of alley.

We are in receipt of a Warranty Deed to the property to be used for alley turn-around purposes, in accordance with the City Plan Commission's recommendation. Said deed was approved as to description by the City Engineer, and it is attach-

ed hereto for your Honorable Body's acceptance.

A proper provision is incorporated into the vacating resolution protecting the City's interests in the sewer located in the alley to be vacated.

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

We recommend the adoption of the attached resolution.

Respectfully submitted,

GLENN C. RICHARDS,  
Commissioner.

By Councilman Connor:

Resolved, That all that part of the north-south public alley 16 feet wide, north of Forest Avenue and west of Cooper Avenue, as platted in Cooper's Subdivision of part of the Rear Concession of Private Claim 152 and Outlot 23 of Toms and Butler's Subdivision of Section 1, Rear Concession of Private Claims 257 and 337, City of Detroit, Wayne County, Michigan, as recorded in Liber 23, Page 8 of Plats Wayne County Records, lying west of and adjoining the west line of lots 256 to 258 both inclusive, 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) Provided, That by reason of the vacation of the above described alley, the City of Detroit does not waive any rights to the sewer located therein and at all times shall have the right to enter upon the premises, if found necessary, on account of said sewer to repair, alter, or service same; and further

2) Provided, That if a building is to be constructed over said sewer, the sewer shall be replaced with cast iron pipe of the same size, rerouted or encased in 6 inches of Class "A" concrete, or in lieu of the above, such work shall be done as will be specified by the City Engineer, all of the work mentioned to be done under the supervision and inspection of the Department of Public Works and all costs entailed to be borne by the petitioners, their successors, or assigns; and further

3) Provided, That no building shall be constructed over said sewer without the prior approval of such building construction by the City Engineer and the Department of Buildings and Safety Engineering; and further

4) Provided, That in the event that the sewer located in said alley, if built upon, shall break causing damage to any construction above, the petitioner and their assigns, by acceptance of the permit for building

over said sewer, waive all claims for damages to such construction and agree to pay all costs incident to the repair of said broken sewer; and further

Resolved, That Warranty Deed of Towmotor Corporation, an Ohio Corporation to the City of Detroit, a Municipal Corporation, deeding the following described land for alley turn-around purposes, "The north 10 feet of Lot 12, Block 14 of Sprague and Visger's Subdivision of River-view Subdivision in Rear Concession of Private Claim 152, Hamtramck, Wayne County, Michigan, as recorded in Liber 15, Page 40 of Plats Wayne County Records, "be and the same is hereby accepted and the City Controller be and he is hereby directed to record said deed in the Office of the Register of Deeds for Wayne County, subject to the following provision:

Provided, That the above mentioned deed be approved as to form and execution by the Corporation Counsel.

Adopted as follows:

Yeas—Councilmen Beck, Connor, Rogell, Smith, Van Antwerp, Wise, and Youngblood—7.

Nays—None.

Department of Public Works

April 10, 1957.

Honorable Common Council:

Gentlemen — In response to published advertisements, two bids were received on April 9, 1957, for Dock Improvements and Dredging of River at Riverside Park, Contract PW-2189, as listed below. This work is in connection with providing facilities for the docking of the Aquarama.

E. C. Korneffel Company, \$62,950.00.

Dunbar & Sullivan Dredging Company, \$85,144.00.

The low bid is regular in all respects and in accordance with the contract requirements. It is, therefore, recommended that the contract be awarded to the low bidder, E. C. Korneffel Company, in the amount of \$62,950.00.

In addition to the contract price it is estimated that \$2,600.00 will be required to cover the cost of advertising, inspection and minor contingencies, making the total funds required \$65,550.00 which are available in Account 143-2190-965.

Respectfully submitted,

GLENN C. RICHARDS,  
Commissioner.

Approved:

E. P. RIEHL,

Deputy Controller.

By Councilman Rogell:

Resolved, That the Commissioner of Public Works be and is hereby authorized and directed to enter into contract for Dock Improvements and Dredging of River at Riverside Park, Contract PW-2189, with E. C. Korne-