

Maine, Stender, and Minnesota.  
Amount in Assessment Portion  
\$5,808.80.

Amount in City Intersection Portion  
\$1,049.00.

Total Amount Accepted Proposal  
\$6,857.80.

The Assessment Roll was based on the above Assessment Portion.

Under the provisions of the resolution authorizing the award of the Contract, any deductions from or additions to the Assessment Portion exceeding one percent must be approved by the Common Council before the adjustment of such difference is applied to the City Intersection Portion.

Based on final field measurements, the following difference resulted between the estimated cost of the work in Assessment Portion of the accepted Proposal and that actually constructed:

Deduction of \$77.00, or 1.32 percent of Assessment Portion of the Construction cost.

It is recommended that the Assessment Portion of the construction costs remain unchanged from the original amount in the accepted Proposal and that the adjustment of the above difference be made in the City Intersection Portion.

Respectfully submitted,  
GLENN C. RICHARDS,  
Commissioner.

By Councilman Lincoln:

Resolved, That the Assessment Portion of the construction costs for the paving included in the above Contract remain unchanged from the original amount in the accepted Proposal, and that the adjustment of the difference described in the foregoing communication be made in the City Intersection portion.

Adopted as follows:

Yeas—Councilmen Connor, Lincoln, Rogell, Smith, Van Antwerp, Wise, Youngblood and President Beck—8.  
Nays—None.

**Department of Public Works**

October 16, 1957.

Honorable Common Council:

Gentlemen—We are returning herewith the petition of T. A. Grissom Chevrolet, Inc., No. 6689, requesting the vacation of a portion of alley east of Hasse Avenue between Davison Avenue and McNichols Road. The vacation of said alley 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.

Proper provisions are incorporated into the vacating resolution protecting the City's interests in the sewer located in the portion of 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 Lincoln:

Resolved, That all that part of the east-west public alley, 15 feet wide, east of Hasse Avenue between Davison Avenue and McNichols Road, as platted in Block 1 of Mechanics Park being John M. Dwyer's Subdivision of part of Fractional Section 17 and Fractional Section 18, T. 1 S., R. 12 E., Hamtramck, Wayne County, Michigan, as recorded in Liber 26, Page 1 of Plats, Wayne County Records, lying south of and adjoining the south line of lots 10 to 12 both inclusive and north of and adjoining the north line of lots 29 to 31 both inclusive of the above mentioned 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) 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.

Adopted as follows:

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

Youngblood and President Beck—8.  
Nays—None.

**Department of Public Works**

October 21, 1957.

Honorable Common Council:

Re: Contract PW-2361

Paving Concrete Sidewalks and Driveways, District SE. Adjusted Contract Price: \$13,-707.04. Contractor: Colwell Construction Company.

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 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,

Engineer of Tests & Inspection.

M. F. WAGNITZ,

City Engineer.

GLENN C. RICHARDS,

Commissioner.

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.

Adopted as follows:

Yeas—Councilmen Connor, Lincoln, Rogell, Smith, Van Antwerp, Wise, Youngblood and President Beck—8.

Nays—None.

**Department of Public Works**

October 22, 1957.

Honorable Common Council:

Gentlemen—Submitted herewith for confirmation are street paving contracts entered into with G. Toccalino & Sons, as authorized and directed by your formal proceedings dated 9-3-57:

PW-3242W, Minesota, Jos. Campau to Conant.

PW-3243W Duprey, Moross to Kingsville.

PW-3244W, Fenton, Grand River to Seven Mile Road.

PW-3245F, Conner, State Fair to Bramford.

PW-3246W, Salem, Santa Maria to Bennett.

PW-3247W, Fenton, Florence to Grove.

PW-3248W, Edgeton, Concord to Cliff.

Respectfully submitted  
GLENN C. RICHARDS,  
Commissioner.

By Councilman Rogell:

Resolved, That contracts as listed in the foregoing communication be and the same are hereby confirmed.

Adopted as follows:

Yeas—Councilmen Connor, Lincoln, Rogell, Smith, Van Antwerp, Wise, Youngblood and President Beck—8.  
Nays—None.

**Department of Public Works**

October 22, 1957.

Honorable Common Council:

Gentlemen—Submitted herewith for confirmation are street paving contracts entered into as authorized and directed by your formal proceedings dated 9-24-57:

PW-3277W—Dale, Midland to Pilgrim—Ministrelli Construction Co., Inc.

PW-3278W—Five Points, Bennett to Grand River—Ministrelli Construction Co., Inc.

PW-3281F—McIntyre, Pembroke, to Chippewa—G. Toccalino & Sons.

PW-3282F—Artesian, Glendale, to Davison—A. J. Smith Contracting Co., Inc.

PW-3284F — Chalfonte, Livernois to Dexter—A. J. Smith Contracting Co., Inc.

PW-3293W — Pointer, Conant to Lumpkin (S. Side)—A. J. Smith Contracting Co., Inc.

PW-3285F "A"—Glendale, Burt Rd. to Stout—A. J. Smith Contracting Co., Inc.

PW-3285F "B"—Glendale, Stout to Evergreen—A. J. Smith Contracting Co., Inc.

PW-3292F—Bloom, Lantz to Outer Drive—G. Toccalino & Sons.

Respectfully submitted,  
GLENN C. RICHARDS,  
Commissioner.

By Councilman Rogell:

Resolved, That contracts as listed in the foregoing communication be and the same are hereby confirmed.

Adopted as follows:

Yeas—Councilmen Connor, Lincoln, Rogell, Smith, Van Antwerp, Wise, Youngblood and President Beck—8.  
Nays—None.

**Department of Public Works**

October 18, 1957.

Honorable Common Council:

Re: Petition No. 14120—John C. Hohl.  
Gentlemen — We return herewith above petition, requesting the forced