

the amount of \$4,775,000.00; and be it further

Resolved, That the Controller be and is hereby authorized and directed to honor vouchers when presented, the vouchers to include the cost of advertising, inspection, and possible minor changes, and charge them to Account 925-2383-958.

Objected to and laid on the table under the rules.

#### Department of Public Works

January 18, 1961.

Honorable Common Council:

Gentlemen—We are returning herewith the petition of General Linen Supply Company, No. 9228, requesting that the easements retained in the resolution vacating the alley west of Rivard between Palmer and Monnig Court be deleted.

Your Honorable Body on October 25, 1960, J.C.C. Page 2167, vacated the above mentioned alley subject to the reservation of an easement for public utilities.

We wish to advise that this office has investigated the petitioner's request and find that it will only be necessary to retain an easement for the sewer located in said vacated alley.

All other city departments and privately owned utility companies reported that they will be unaffected by the deletion of the reservation of an easement for public utilities in the above mentioned vacating resolution.

We therefore, request that Your Honorable Body rescind the resolution of October 25, 1960, J.C.C. Page 2167 vacating the alley west of Rivard between Palmer and Monnig Court and we recommend the adoption of the attached resolution.

Respectfully submitted,

GLENN C. RICHARDS,

Commissioner.

By Councilman Rogell:

Resolved, That the resolution adopted on October 25, 1960, J.C.C. Page 2167, be rescinded for the purpose of deleting the reservation of an easement for public utilities and further

Resolved, That all of the north-south public alley, 18 feet wide, west of Rivard Street, between Palmer Avenue and Monnig Court as platted in George G. Epstein's Subdivision of Lot 5 and Part of Lot 6 of the Subdivision of Outlot 192, Rivard Farm, City of Detroit, Wayne County, Michigan, as recorded in Liber 23, Page 1 of Plats, Wayne County, Records, lying west of and adjoining the west line of Lots 1 to 5 both inclusive, lying east of and adjoining the east line of Lot 6 and east of and adjoining the east line of the vacated 18-foot alley lying south of Lot 6, all of the above mentioned subdivision, be and the same is here-

by 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 pipes of the same size, re-routed or enclosed 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 buildings 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 Carey, Rogell, Smith, Wise, Youngblood and President Beck—6.

Nays—None.

#### Department of Public Works

Honorable Common Council:

Gentlemen:

Re: Contract: BH-93B

For: Conductive Vinyl Tile Flooring, Building "C", 4th Floor, Receiving Hospital

Adjusted Contract Price: \$6,080.

Contractor: Turner-Brooks, Inc.

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.