

Commission's facilities located therein; and further

2) PROVIDED, That no buildings or structures of any nature whatsoever shall be constructed over said easement unless prior approval is obtained from the Michigan Bell Telephone Company and the Public Lighting Commission; and further

3) PROVIDED, That by reason of the vacation of the above property, the City of Detroit does not waive any rights to the sewers located or to be located in the southerly 123 feet of Grandmont Avenue and the east-west alley west of Grandmont, north of Joy Road as previously described, and, at all times, shall have the right to enter upon the premises, if found necessary to repair said sewers, alter, service or install same; and further

4) PROVIDED, That no building shall be constructed over said sewers without the prior approval of such building construction by the Sewer Design Section of the Department of Water Supply and the Department of Buildings and Safety Engineering; and further

5) PROVIDED, In the event that the sewer located or to be located in said property shall break, causing damage to any construction, property or materials above, the petitioners and their assigns, by acceptance of the permit for construction over said sewer, waive all claims for damages; and further

6) PROVIDED, That if the sewer located or to be located in said property shall break or be damaged, as a result of any action on the part of the petitioner, or assigns (by way of illustration but not limitation, such as storage of excessive weights of materials, or any construction not in accordance with Provision 2, mentioned above), then in such event, the petitioner or assigns shall be liable for all costs incidental to the repair of such broken or damaged sewer; and further

RESOLVED, That at any time in the future the removal of the paved street return at the intersection of Grandmont Avenue to be vacated becomes necessary, the entire cost of such removal shall be paid by H. Giese and Company, its heirs, successors, or assigns.

Adopted as follows:

Yeas — Councilmen Beck, Hood, Ravitz, Rogell, Van Antwerp and President Carey—6.

Nays—None.

Department of Public Works

September 20, 1967

Honorable Common Council:

Re: Petition No. 821—Detroit Gas Burner Company, Vacation of Alley east of Cadieux between Neveaux and Denver.

Gentlemen—The above petition requests the vacation of the north-south public alley, 14 feet wide, east

of Cadieux between Neveux and Denver.

The requested vacation was approved by the City Plan Commission. The petition was then referred to us for investigation and report. Our report, accompanied by the original petition, is as follows:

The petitioner has made the following deposits with the City Treasurer, which have been credited to the departments and accounts named, for the purposes indicated: Public Lighting Commission, Fund 990-9423, Receipt No. A-12908, \$300.00 for the estimated cost of relocating P.L.C. communication overhead lines from the alley to be vacated; Department of Public Works, Street Maintenance Division, Fund 143-6241, Receipt No. A-12909, \$209.23 for original cost of paving the south one-half of Denver Avenue at the intersection of the alley to be vacated.

The petitioner has also requested that the paved return at the entrance to the alley to be vacated remain in its present status as the petitioner plans to utilize same, and had agreed by letter filed with the original petition to pay all costs incidental to the removal of same whenever the discontinuance of use makes such removal necessary.

All other involved City departments and privately-owned utility companies reported that they have no objection to the proposed vacation or that they have reached satisfactory agreements with the petitioner regarding their installations therein.

The adoption of the attached resolution is recommended.

Respectfully submitted,

ROBERT E. TOOHEY,

Commissioner

By Councilman Hood:

Resolved, That all of the north-south public alley, 14 feet wide, east of Cadieux Avenue between Neveux Avenue and Denver Avenue as platted in Block 2 of "Columbia" Freund's Subdivision of Lots 26 to 33, inclusive of Michael Cadieux Estate, P. C.'s 506 and 564, Grosse Pointe (now City of Detroit) Wayne County, Michigan as recorded in Liber 17, Page 93 of Plats, Wayne County Records lying east of and adjoining Lots 1 to 7, both inclusive, west of and adjoining the westerly line of Lots 8 and 13, and lying west of and adjoining the westerly line of the vacated alley lying between Lots 8 and 13, all 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; and further

Resolved, That at any time in the future the removal of the paved alley return at the entrance to the alley to be vacated becomes necessary, the entire cost of such removal shall be paid by the Detroit Gas Burner

Company, its heirs, administrators, executors, or assigns.

Adopted as follows:

Yeas — Councilmen Beck, Hood, Ravitz, Rogell, Van Antwerp and President Carey—6.
Nays—None.

Department of Public Works

October 6, 1967

Honorable Common Council:

Re: Agreement for Cost Reimbursement to City on 1968 104(b)5 Study Agreement No. 67-0554.

Gentlemen—This is in reference to an agreement between the Michigan State Highway Commission and the City of Detroit, which provides for the updating of the costs to complete the portion of the Federal Interstate Highway System in the City of Detroit by City forces, and for reimbursement to the City of costs so incurred.

At the Common Council session of August 15, 1967, your Honorable Body approved this agreement and authorized the Commissioner of Public Works to execute this agreement in behalf of the City of Detroit.

This agreement has been fully executed by both parties, and the Corporation Counsel has examined and approved this agreement as to form and execution.

At this time, we are requesting that your Honorable Body approve and confirm the fully executed agreement.

Respectfully submitted,

ROBERT E. TOOHEY,

Commissioner

By Councilman Rogell:

Resolved, That in accordance with the above communication, the fully executed agreement between the City of Detroit and the Michigan State Highway Commission, which provides for the updating of the costs to complete the portion of the Federal Interstate Highway System in the City of Detroit by City forces, and for reimbursement to the City of costs so incurred, be and the same is hereby approved and confirmed.

Adopted as follows:

Yeas—Councilmen Beck, Hood, Ravitz, Rogell, Van Antwerp and President Carey—6.
Nays—None.

Department of Public Works

Honorable Common Council:

Re: Contract: PW-4594.

For: West Seven Mile Relief Sewer—Canterbury to Ilene.

Adjusted Contract Price: \$1,090,000.00.

Contractor: Mancini 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.

R. C. MONAHAN,

Engineer of Inspection

ALFRED BERARDUCCI

City Engineer

ROBERT E. TOOHEY,

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 Beck, Hood, Ravitz, Rogell, Van Antwerp and President Carey—6.

Nays—None.

Department of Public Works

October 6, 1967

Honorable Common Council:

Re: Contract PW-5711.

For: Widening and Resurfacing and Pedestrian Bridge Extension — Freeway Service Drive-Univ. City Rehab. Proj. No. 1 Mich R-53.

Adjusted Contract Price: \$232,520.18.

Contractor: Kensington Corp. and Jutton-Kelly Co. (a joint venture).

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 except items specifically listed as unpaid. The