

provides for County participation in the cost of constructing intersectional improvements on East Outer Drive and East Seven Mile Road and East Outer Drive and Van Dyke, be and the same is hereby approved; and be it further

Resolved, That the Street Administrator, Mr. Robert R. Hicks, be and is hereby authorized and directed to execute the aforesaid agreement in behalf of the City of Detroit; and be it further

Resolved, That the Controller be, and is hereby authorized and directed to transfer the following:

From Account: 237-5243, Outer Dr.-Van Dyke, \$35,000; 237-6943, Outer Dr.-Van Dyke, \$134,800; 195-9212-961, Intersectional Improv., \$20,800. 237,5244, Outer Dr.-7 Mile, \$32,500; 237-6944, Outer Dr.-7 Mile, \$97,000; 195-9212-961, Intersectional Improv., \$53,700.

To Account: 237-9743-901, Outer Dr.-Van Dyke, \$190,600; 237-9744-901, Outer Dr.-7 Mile, \$183,200.

Resolved, That the Controller be and he is authorized and directed to honor vouchers and payrolls when presented in accordance with the foregoing communication and this resolution.

Adopted as follows:

Yeas — Councilmen Browne, Henderson, Hood, Levin, Rogell, Van Antwerp, and President Ravitz — 7.
Nays — None.

Department of Public Works

July 23, 1973

Honorable Common Council:

Re: Petition No. 4960; Cooperative Services, Inc., et al, Vacation of the east-west alley in the block bounded by Cass, Woodward, Stimson, and Myrtle, Sale of Surplus Property.

Gentlemen — The above petition requests the vacation of the above described alley. The requested vacation was recommended 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 deposit with the City Treasurer, which has been credited to the department and account named, for the purpose indicated:

Public Lighting Commission:
Receipt No. 290-9423 \$125.00

For the estimated cost to remove lighting facilities from 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 has agreed by letter filed with the original petition to pay all cost incidental to the removal of same whenever the discontinuance of use makes such removal necessary.

An easement is reserved in the vacating resolution for the Detroit Edison Company and the Detroit Bell Telephone Company and the Michigan maintenance of its installations located in the public right of way to be vacated. Proper provisions are incorporated into the vacating resolution protecting the City's interest in sewers located or to be located in the public right of way to be vacated. All other 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.

In reviewing the requested vacation it was found that there will be a strip of surplus property remaining from the widening of Myrtle, containing approximately 8,993 square feet.

The Assessor's office has established a fair market value of 30c per square foot for this surplus strip.

The owners on the south side of the alley, who would become adjoining owners upon the vacation of the alley, have agreed to purchase that portion of the surplus strip that would adjoin their property. The Model Neighborhood Development Corporation agrees to purchase 7,565 square feet for the amount of \$2,275. Joseph J. Piteo and Ida M. Piteo, his wife, for Ninety Stimson Associates, Limited Partnership, agreed to purchase 1,428 square feet for a total purchase price of \$425.

Your Honorable Body's approval to proceed with these sales is requested.

An appropriate resolution is attached for consideration by your Honorable Body.

Respectfully submitted,
CLARENCE C. RUSSELL
Commissioner

By Councilman Levin:

RESOLVED, That all that part of the east-west public alley 20 and 15 feet wide in the block bounded by Cass, Woodward, Stimson, and Myrtle Avenue abutting the southerly line of Myrtle Avenue as opened and abutting the westerly line of the 20 foot wide north-south alley first westerly of Woodward having been platted in the following subdivision:

"Stimson's Subdivision" of part of Park Lot 68, Detroit, Wayne County, Michigan as recorded in Liber 1, Page 217, Plats, Wayne County records; and

"Stimson's Subdivision" of Park Lot 67, Detroit, Wayne County, Michigan as recorded in Liber 1, Page 241, Plats, Wayne County records; and

"Stimson's Re-Subdivision" of lots 19 and 20 of Park Lot 67, Detroit, Wayne County, Michigan, as recorded in Liber 9, Page 94, Plats, Wayne County records;

Be and the same is hereby vacated as a public alley and is hereby converted into an easement of the full width of the alley for the Detroit Edison Company and the Michigan Bell Telephone Company, which easement shall be subject to the following covenants and agreements, uses, reservations and regulations, which shall be observed by the owners of the lots abutting on said alley and by their heirs, executors, administrators and assigns forever to wit:

FIRST, said owners hereby grant to and for the use of the Detroit Edison Company and the Michigan Bell Telephone Company, an easement or right of way over said vacated public alley hereinabove described for the purposes of maintaining, installing, repairing, removing, or replacing utilities such as telephone, electric light conduits or poles or things usually placed or installed in a public alley in the City of Detroit, with the right to ingress and egress at any time to and over said easement for the purpose above set forth,

SECOND, said owners for their heirs and assigns further agree that no buildings or structures of any nature whatsoever including but not limited to concrete slabs or driveways, retaining or partition walls (except necessary line fence) shall be built or placed upon said easement, nor any change of surface grade made, without prior approval by the Detroit Edison Company and the Michigan Bell Telephone Company.

THIRD, that if at any time in the future the owners of any lots abutting on said vacated alley shall request the removal and-or relocation of any existing poles or other utilities in said easement, such owners, upon whose property the poles or other utilities are located shall pay all costs incidental to such removal and-or relocation, unless such charges are waived by the utility owners,

PROVIDED FURTHER, that if any utility 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 construction not in accordance with Section 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 utility, and further

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 therein, 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

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

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

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 shall also be liable for all claims for damages resulting from his action,

RESOLVED, That the City Clerk is hereby directed to send a certified copy of this resolution to the Detroit Edison Company and the Michigan Bell Telephone Company; and further

RESOLVED, That if at any time in the future it becomes necessary to remove the paved alley return at the entrance to the vacated alley the removal and construction of new curb and walk shall be performed at the expense of the petitioner; and further

RESOLVED, That the Community Development Commission be and is hereby authorized to accept the Offer to Purchase submitted by the Model Neighborhood Development Corporation for the purchase of property described as:

Land in the City of Detroit, County of Wayne, being part of Lots 15, 16, 17, and 18 of the "Stimson's Subdivision of Park Lot 67," as recorded in Liber 1, of Plats, Page 241, on May 4, 1869, Wayne County Records; also parts of Lot A of the "Stimson's Re-Subdivision of Lots 19 and 20 of Park Lot 67," as recorded in Liber 9 of Plats, Page 94, on August 12, 1886, Wayne County Records; parcel being more particularly described as follows:

Beginning at the intersection of the southerly line of Myrtle Street, (as opened by the City of Detroit on July 25, 1961, J.C.C. Page 1554) and the westerly line of the public alley, 20 feet wide, said alley being first westerly of Woodward Avenue, 120

feet wide, thence S. 43d 57m 7s W. along said southerly line of Myrtle Street 177.74 feet to a point; thence S. 29d 35m 4s E., a distance of 28.80 feet to a point on the northerly line of the east-west public alley, 20 feet wide; thence N. 60d 7m 35s E., along said alley line 10.18 feet to a point; thence N. 29d 55m 56s W., along said alley line 9.86 feet to a point; thence N. 60d 8m 12s E., along said alley line to the westerly line of the north-south public alley, 20 feet wide, 160.75 feet; thence N. 29d 55m 56s W., along westerly line of said public alley, 68.48 feet to the place of beginning, containing 7,565 square feet or 0.1737 acres more or less,

in accord with the attached communication, and be it further

RESOLVED, That in accordance with said Offer the City Controller be authorized and directed to issue a Quit Claim Deed for the described property upon payment of \$2,275 cash, and be it further

RESOLVED, That the Community Development Commission be and is hereby authorized to accept the Offer to Purchase submitted by Joseph J. Piteo and Ida M. Piteo, his wife, for Ninety Stimson Associates, Limited Partnership, for the purchase of property described as:

Land in the City of Detroit, County of Wayne, being parts of Lots 12, 13, 14, and 15 of the "Stimson's Subdivision of Park Lot 67," as recorded in Liber 1 of Plats Page 241 of May 4, 1869, Wayne County Records, and being more particularly described as follows:

Beginning at a point on the southerly line of Myrtle Street, (as opened by the City of Detroit on July 25, 1961, J.C.C. Page 1554), said point being S. 43d 57m 7s W., a distance of 177.74 feet from the intersection of said southerly line of Myrtle Street and the westerly line of the public alley, 20 feet wide, said alley being first westerly of Woodward Avenue, 20 feet wide; thence S. 29d 35m 4s E., from the point of beginning 28.80 feet to a point on the northerly line of the public alley, 20 feet wide; thence S. 60d 7m 35s W., along said northerly line of the public alley, 99.15 feet to a point of intersection with the southerly line of Myrtle Street; thence N. 43d 57m 7s E., along said southerly line of Myrtle Street, 103.32 feet to the point of beginning containing 1,428 square feet or 0.0328 acres more or less.

in accord with the attached communication, and be it further

RESOLVED, That in accordance with said Offer the City Controller be authorized and directed to issue a Quit Claim Deed for the described property upon payment of \$425 cash, and be it further

RESOLVED, That the Corporation Counsel be and is hereby authorized

and directed to prepare said deeds. Adopted as follows:
Yeas — Councilmen Browne, Henderson, Hood, Levin, Rogell, Van Antwerp, and President Ravitz — 7.
Nays — None.

Purchases and Supplies

Honorable Common Council
July 30, 1973
Gentlemen — The Department of Purchases and Supplies has advertised for bids in accordance with specifications and recommends that contracts be entered into with forms or persons as is detailed in the following communications:
FILE NO. 6869

Three bids were received as a result of five solicitations, for furnishing the Public Lighting Commission with Closed Feedwater Heaters.

To: Yuba Heat Transfer Corporation of Tulsa, OK. (Lowest acceptable Bid)

Four (4) Only Closed Feedwater Heaters for Unit No. 7 at The Mistersky Generating Station.

For the Sum of \$137,611.00.

A maximum of \$20,000.00 cost is included in the above price to permit preliminary drawings and technical data to be prepared by the contractor after award of the contract.

We recommend that your Honorable Body authorize the Public Lighting Commission to enter into contract as outlined above.

Price is firm and F.O.B. Job Site.
Terms: Net 30 days.

FILE NO. 7151

Three bids were received as a result of nine solicitations for furnishing the Public Lighting Commission with Isolated Phase Bus Duct Unit No. 7 at the Mistersky Generating Station.

To: H. K. Porter Company, Inc., of Chicago, Ill. (Lowest Bid)

Furnish all necessary labor, material, supervision, transportation, tools and equipment to deliver Isolate-Phase Bus Duct for Unit 7 with Accessories, and supervise the installation by others and field testing at the Mistersky Generating Station.

Complete for the Sum of \$64,506.00.

A maximum of \$10,000.00 cost is included in the above price to permit preliminary technical data to be prepared by the contractor on request after the award of the contract.

We recommend your Honorable Body authorize the Public Lighting Commission to enter into contract as outlined above.

Payment will be made as follows:
90% of Contract price ten (10) days after receipt of equipment at job site.

10% to be retained by the City until final acceptance.

Price is subject to Adjustment for changes in work.

F.O.B.: Delivered to Plant Site at the Mistersky Generating Station.