

PROVIDED, That such use of said public property shall be made under the rules and regulations of the Department of Public Works and the Department of Streets and Traffic in accordance with plans approved by those departments, the Community Development Commission, and the City Plan Commission; and

PROVIDED, That the petitioner enter into an Occupancy Agreement on a basis of a rental fee of \$110.00 per year including taxes and to cover a period of three years, and

PROVIDED, That the Community Development Commission is hereby authorized and directed to negotiate said Agreement, and

PROVIDED, That the Corporation Counsel is hereby directed to prepare said agreement, and

PROVIDED, That the Controller is hereby authorized and directed to sign said Agreement, and be it

RESOLVED, That said Agreement be consider confirmed when signed and executed by the Controller and approved as to form and execution by the Corporation Counsel, and be it further

PROVIDED, That said permission may be rescinded at any time it is deemed necessary by Department of Streets and Traffic, and further, that the issuance of the permits shall not in any way waive the rights of the City to utilize the area for street widening or other purposes as may become necessary in the future; and

PROVIDED, the parking will be limited to parallel parking, and

PROVIDED, Concrete bumpers will be placed along the edge of the sidewalk to prevent vehicular traffic on the walk, and

PROVIDED, the area should be paved in concrete or asphalt,

PROVIDED, That all construction costs be borne by permittee; and

PROVIDED, That the parking spaces shall not in any way waive the requirements of the Zoning Ordinance regarding off-street parking; and

PROVIDED, That this resolution is revocable at the will, whim or caprice of the Common Council and permittee hereby expressly waives any right to claim damages or compensation for removal of encroachment; and further that permittee acquire no implied or other privileges hereunder not expressly stated herein; and

PROVIDED, That these permits shall not be assigned or transferred without written approval of the Common Council; and

PROVIDED, That the securing of the necessary permits referred to herein shall be construed as acceptance of the terms of this resolution by the permittee; and

PROVIDED, That a certified copy of this resolution be recorded with the office of the Register of Deeds for

Wayne County by and at permittee's expense.

PROVIDED, That no rights in the public streets, alleys or other public places shall be considered waived by this permission, which is granted by expressly on the condition that said encroachment and all obstructions in connection therewith shall be removed at the expense of the permittee at any time when so directed by the Common Council, and that the public property affected and stored to a condition satisfactory to said Departments by said permittee at its expense.

Adopted as follows:

Yeas — Councilmen Cleveland, Eberhard, Henderson, Hood, Kelley, Mahaffey, Rogell, and President Levin — 8.
Nays — None.

Department of Public Works

May 21, 1974

Honorable Common Council:

Re: Petition No. 6594, Jeen Cook, et al
Conversion to Easement of the
alley, 20 feet wide, in the block
bounded by Hazelton, West
Parkway, and West Chicago
Avenues.

The above petition requests the conversion of the above described alley into an easement for public utilities. The requested conversion into easement for public utilities 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:

All City departments and privately owned utility companies reported that they will be unaffected by the conversion to an easement of said alley or that they have reached satisfactory agreements with the petitioner regarding their installation therein.

The adoption of the attached resolution is recommended.

Respectfully submitted,
JAMES W. WATTS
Commissioner

By Councilman Cleveland:

Resolved, That all that part of the alley, 20 feet wide, in the block bounded by Hazelton, West Parkway, and West Chicago Avenues, except that portion abutting the rear line of lot 127 lying in Redford Township, all of the rest abutting the rear line of lots 127 to 131 and lots 122 to 126 of the Marquette Meadows Subdivision No. 1 of part of east 1/2 of West 1/2 of Section 33, T.1.S., R.10.E., City of Detroit and Township of Redford, Wayne County, Michigan, as recorded in Liber 60, Page 98, Plats, Wayne County Records,

Be and the same is hereby vacated as a public alley and is hereby converted into a public easement of the full width of the alley, which easement shall be subject to the following covenants and agreements,

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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 public an easement or right of way over said vacated public alley hereinabove described for the purposes of maintaining, installing, repairing, removing, or replacing public utilities such as water mains, sewers, gas lines or mains, 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 Department of Public Works.

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.

Adopted as follows:

Yeas — Councilmen Cleveland, Eberhard, Henderson, Hood, Kelley, Mahaffey, Rogell, and President Levin — 8.

Nays — None.

Department of Public Works

May 13, 1974

Honorable Common Council:

Re: Contract, PW-5760C. For: Landscaping - Southfield Yard. Adjusted Contract Price: \$19,063.60. Contractor: J. D. Armstrong Landscape Co.

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
JACK J. COVERT
City Engineer
JAMES W. WATTS
Commissioner, Public Works

By Councilman Cleveland:

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 Cleveland, Eberhard, Henderson, Hood, Kelley, Mahaffey, Rogell, and President Levin — 8.

Nays — None.

Department of Public Works

May 3, 1974

Honorable Common Council:

Re: Professional Services Contract. Nature Interpretive Center - Belle Isle Park Winebrenner & Ebejer Architects, Inc. - Professional Contractor, Contract Change AD-2

An allocation of \$600,000 was established by the Department of Parks and Recreation and financed under the Michigan State Recreation Bond Program for the direct construction cost of the Nature Interpretive Center on Belle Isle. During the development of the Preliminary Design Documents, the Professional Contractor encountered design conditions which indicated additional funds would be required for construction. He has now completed the Preliminary Design Documents and informed us the estimated construction cost for the project is \$802,000. The increase of \$202,000 being due to costly site conditions requiring pumping of both storm and sanitation flow, considerable utility relocation, and