

of any town, city, county or municipality, or political subdivision thereof, within the meaning of any constitutional, statutory, local law, or charter provision, and neither the State nor any such town, city, county, municipality, or political entity or subdivision, other than the Local Issuing Agency, shall be liable hereon, and, in no event, shall either this Note or the interest thereon be payable from or out of any funds or properties other than those of the Local Issuing Agency or those of the United States. This Note shall not constitute an indebtedness of the City of Detroit within the meaning of any constitutional, statutory or charter debt limitation, and is not a general obligation of the City of Detroit.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all conditions, acts, and things required to exist, happen, and be performed precedent to and in the issuance of this Note do exist, have happened, and have been performed in due time, form, and manner as required by law: Provided, That this Note shall not be valid until the Paying Agent shall have executed the agreement appearing below, to act as such Paying Agent.

IN WITNESS WHEREOF, the Local Issuing Agency has caused this Note to be signed in its name and its seal to be impressed hereon by its proper officers thereunto duly authorized, and this Note to be dated as of the Date of Issue above specified.

CITY OF DETROIT, MICHIGAN

By

Mayor

By

Finance Director

AGREEMENT OF PAYING AGENT

We hereby agree to act as Paying Agent of this Note as above indicated.

BANKERS TRUST COMPANY

By

Authorized Officer

PAYMENT AGREEMENT

Pursuant to Section 102(c) of the Housing Act of 1949 as amended (42 U.S.C. 1452(c)), the United States hereby unconditionally agrees that on the Maturity Date of the within Project Note it will pay or cause to be paid to the bearer thereof the principal of and interest thereon, upon the presentation and surrender of such Note to the Paying Agent designated therein, and the full faith and credit of the United States is pledged to such payment. Under Section 102(c) of the Act, this Agreement shall be construed separate and apart from the loan contract referred to in the within Note and shall be incontestable in the hands of a bearer.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the United States by the duly authorized facsimile signature of the Secretary of Housing and Ur-

ban Development, as of the date of Issue of the within Note.

UNITED STATES OF AMERICA

By

Secretary of Housing and Urban Development

Approved:

KERMIT G. BAILER
Corporation Counsel

Adopted as follows:

Yeas — Council Members Browne, Cleveland, Henderson, Hood, Mahaffey, Rogell, and President Levin — 7.
Nays — None.

*RECONSIDERATION (No. 4), per motions before adjournment.

Finance Department
Purchasing Division

July 26, 1976

Honorable City Council:

The following contracts are for Council Research Interns:

Contract No. 100,001 — Pamela Hardy, Rate \$3.00 per hour. Not to exceed \$1,020, from 7-1-76 through 8-27-76.

Contract No. 100,002 — Samuel Owens, Rate \$4.00 per hour. Not to exceed \$1,360, from 7-1-76 through 8-27-76.

Contract No. 100,003 — Karen Hartzell, Rate \$2.50 per hour. Not to exceed \$1,100, from 6-7-76 through 8-20-76.

Contract No. 100,004 — Denise Page, Rate \$4.00 per hour. Not to exceed \$1,360, from 7-1-76 through 8-27-76.

Contract No. 100,015 — Ronald Landfair, Rate \$3.00 per hour. Not to exceed \$1,680, from 6-28-76 through 9-30-76.

Contract No. 100,016 — Gwendolyn Johnson, Rate \$4.00 per hour. Not to exceed \$1,360, from 7-1-76 through 8-27-76.

The Purchasing Division of the Finance Department recommends contracts as outlined above.

The approval of your Honorable Body and a waiver of reconsideration is requested.

Respectfully submitted,
H. MICHAEL SMOTHERS,

Director

By Council Member Rogell:

RESOLVED, That the contracts referred to in the foregoing communication, dated July 26, 1976, be and hereby are approved.

Adopted as follows:

Yeas — Council Members Browne, Cleveland, Henderson, Hood, Mahaffey, Rogell, and President Levin — 7.
Nays — None.

*RECONSIDERATION (No. 5), per motions before adjournment.

Environmental Protection and Maintenance Department
City Engineering Division

July 22, 1976

Honorable City Council:

Re: Petition No. 3503 — Michigan Consolidated Gas Company, Vacation of Brooklyn between Grand River and Noble.

The above petition requests the vacation of Brooklyn Avenue, 60 feet wide, between Grand River and Noble. The requested vacation was approved by the Community and Economic Development Department.

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 Department — Receipt No. B 1340, for the estimated cost to remove street lighting facilities from the street to be vacated, \$800.00.

An easement is reserved in the vacating resolution for the Detroit Edison Company, the City of Detroit Water and Sewerage Department, Michigan Bell Telephone Company, and Michigan Consolidated Gas Company for the maintenance of their installations located in the public right of way to be vacated.

The petitioner has requested that all construction work in conjunction with their parking facilities and the street removal be done under private contract. The Environmental Protection and Maintenance Department has no objection provided all such work is done under City permit and inspection and according to Environmental Protection and Maintenance Department specifications with all costs being borne by the petitioner.

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,
JAMES W. WATTS,
Director

By Council Member Rogell:

RESOLVED, That all that part of Brooklyn Avenue, 60 feet wide, lying between and abutting the southerly line of Noble Street, 40 feet wide, and the northerly line of Grand River, 100 feet wide, having been entirely platted in "Crane and Wesson's Section of the Baker Farm north of Grand River Road" as recorded in Liber 1, Page 4, Plats, Wayne County records,

Be and the same is hereby vacated as a public street and is hereby converted into a subsurface easement of the full width of the street, which subsurface 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 street 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, the City of Detroit Water and Sewerage Department, Michigan Bell Telephone Company, and the Michigan Consolidated Gas Company, a subsurface easement or right of way under said vacated public street 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 things usually placed or installed under a public street 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 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 above named utilities,

THIRD, that if at any time in the future the owners of any lots abutting on said vacated street shall request the removal and-or relocation of any existing utilities in said easement, such owners, upon whose property the 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 be it further

RESOLVED, That all the necessary construction, such as intersection removal, installation of 3 catch basins, construction of new curb and sidewalk and adjusting the existing manholes to new paving grades be done by private contract under City permit and inspection according to Environmental Protection and Maintenance Department specifications with the entire cost to be borne by the petitioner.

Adopted as follows:

Yeas — Council Members Browne, Cleveland, Henderson, Hood, Mahaffey, Rogell, and President Levin — 7.
Nays — None.

*RECONSIDERATION (No. 6), per motions before adjournment.