

Also, wherein Edward Walls is Plaintiff and the City of Detroit, a Municipal Corporation, is Defendant.

And, also, wherein Frank R. Dentz is Plaintiff and the City of Detroit, a Municipal Corporation, is Defendant, which I have referred to the Corporation Counsel.

Very respectfully,
 CHARLES A. NICHOLS,
 City Clerk.

Accepted and placed on file.

REPORTS OF COMMITTEES.

Ways and Means.

To the Honorable Common Council:

Gentlemen—Your Committee on Ways and Means, to whom was referred the reports of the various City Officers for the week ending Aug. 21st, 1909, respectfully report that with the Chief Accountant we have examined the same, and believing them to be correct, recommend their approval.

Respectfully submitted,
 WM. R. SHAPLAND
 JOHN T. THOMPSON
 JOHN HARPFER
 ALBERT T. ALLAN.

Accepted and adopted as follows:

Yeas—Ald. Allan, Burton, Deimel, Ellis, Field, Freiwald, Garvey, Grindley, Keating, Koenig, Konkell, Lempke, Ostrowski, Owen, Rosenthal, Rutter, Schulte, Shapland, Skrzycki, Theisen, Thompson, Trevor, Vernor, Walsh, Watson, Wing and the President Pro Tem.—27.

Nays—None.

Claims and Accounts.

To the Honorable Common Council:

Gentlemen—Your Committee on Claims and Accounts, to whom was referred the Controller's List of Approved Accounts of August 24th, 1909, respectfully report that we have examined the same, and believing them to be correct, recommend that they be paid from the proper funds.

Respectfully submitted,
 JOHN GRINDLEY
 GODFREY FREIWALD
 WM. KOENIG
 LOUIS H. LEMPKE
 JAMES VERNOR
 MARTIN J. OSTROWSKI.

Accepted and adopted as follows:

Yeas—Ald. Allan, Burton, Deimel, Ellis, Field, Freiwald, Garvey, Grindley, Keating, Koenig, Konkell, Lempke, Ostrowski, Owen, Rosenthal, Rutter, Schulte, Shapland, Skrzycki, Theisen, Thompson, Trevor, Vernor, Walsh, Watson, Wing and the President Pro Tem.—27.

Nays—None.

Grade Separation.

To the Honorable Common Council:

Gentlemen—Your Committee on Grade Separation who have had for several months under consideration the matter of grade separation on the east side of the City, respectfully report that we have reached an agreement with the railroads, and have the consent of all the abutting property owners upon Trombley avenue for the vacation of the northerly 16 feet of said street and the passage of the resolution hereinafter mentioned, and recommend the confirmation of the following contract and the adoption of the following resolutions.

Respectfully submitted,
 COMMITTEE ON
 GRADE SEPARATION:
 GEO. A. OWEN,
 Chairman.
 ROBERT W. RUTTER
 JAMES VERNOR
 WM. KOENIG
 M. J. OSTROWSKI.

This agreement, made this....day of A. D. 1909, by and between the City of Detroit, hereinafter called the City, party of the first part, and the Michigan Central Railroad Company, the Lake Shore & Michigan Southern Railway Company, the Grand Trunk Railway Company of Canada, operating the Chicago, Detroit and Canada Grand Trunk Junction Railroad, and the Wabash Railroad Company hereinafter called the United Railway Company, hereinafter called the Street Railway Company, parties of the second part, witnesseth:

Whereas, The City desires to discontinue as soon as may be reasonably practicable the grade crossings in said district from John R. to Russell streets, inclusive, with the rights of way owned, used and occupied by the said Railroad Companies, and to substitute therefor overhead crossings by said Railroad Companies; and the parties hereto, by their duly authorized representatives, have agreed upon uniform profiles fixing the level to which the tracks of said Railroad Companies shall be elevated in said district between John R. and Russell streets, to provide for the separation of grades of the several streets at present opened and used, or which may be hereafter opened and used across said rights of way; and have also reached an agreement determining the method, the terms and the conditions of and general specifications for effecting the said changes in said crossings.

Now, Therefore, In consideration of the premises and the mutual undertakings of the parties hereinafter expressed, it is agreed:

1. That the city shall, by proper ordinance, adopt the lines shown on the profiles identified by the signature of the City Engineer and the signature of the Chief Engineer of the Michigan Central Railroad Company, and filed in the office of said City Engineer and made a part hereof, marked "A," as the profiles permanently fixing the levels of said district in said city between John R. street and Russell street, both inclusive, to which the said tracks of the railroad companies shall be hereafter elevated, to provide for the separation of grades of the streets at present opened and used, or which may be hereafter opened and used across the rights of way of the said railroad companies within the limits of said district; and the city hereby covenants and agrees that the said railroad companies shall not be required to raise their tracks at the intersection of any street within the limits of said district higher than the level fixed by said profiles, respectively; and that the separation of grades at all street crossings within said district shall be effected hereafter by lowering the grades of the streets sufficiently to allow the streets to pass under the railroad tracks when so elevated.

2. That the time, by profile required for the grades of the grades of the ened and use of way at the limits of the to permit the accordance with said; and in the construct overhead new grades, does assume ting damages property of parties of the any way fr grade of an cost, expens any proceedi tuted to eff grades, or w prevent the ment; it be performance contract sha said railroad all assessme liabilities, a discharge an tions, presen owners, or a the city to ages, costs with such changes of by assumes pay and and save ties of each of t all assessm penses, exc hereinafter charge, rec against suc them; and part hereb and all cla of the cha said street owned or of them w said railro agree to sa demnify t tenants no companies' for any da rights of v the change for of any insofar as exercise of under the prevent the tenants no longing to outside th way, and them will such dama

3. In parties of struct and volved in all excava and all r sidewalks port of ad essary by overhead work of re

2. That the city shall from time to time, by proper ordinance, whenever required for the purpose of separating the grades, change and lower the grades of the several streets now opened and used across the said rights of way at the crossings within the limits of the district aforesaid, so as to permit the separation of grades in accordance with the profiles of aforesaid; and it shall thereby authorize the construction of the said railroads overhead across said streets at such new grades, and shall and hereby does assume the payment of all abutting damages, if any there be, to the property of persons other than the parties of the second part, arising in any way from said change in the grade of any such streets, and all cost, expense, charges or liability in any proceedings which may be instituted to effect such separation of grades, or which may be instituted to prevent the performance of this agreement; it being understood that the performance on their part of this contract shall release and discharge said railroad companies from any and all assessments, charges, damages or liabilities, and be accepted as a full discharge and acquittal of all obligations, present or future, to abutting owners, or arising from the failure of the city to adjust or pay such damages, costs or expenses, in connection with such grade separation and changes of grade; and the city hereby assumes to itself and agrees to pay and assume and indemnify and save harmless the said parties of the second part, and each of them, from and against all assessments, damages, costs or expenses, except for construction as hereinafter mentioned, without charge, recourse to or recharge over against such second parties or any of them; and the parties of the second part hereby respectively waive any and all claims for damages by reason of the change of grade of any of said streets to any abutting property owned or controlled by them or any of them within said district; and the said railroad companies respectively agree to save, keep harmless and indemnify the city from any claims of tenants now occupying said railroad companies' rights of way under leases, for any damage to any parts of said rights of way so occupied, caused by the change of grade herein provided for of any of said streets; and will, insofar as they shall be able by the exercise of rights reserved by them under the terms of existing leases, prevent or reduce any such claims of tenants now occupying property belonging to said railroad companies outside the limits of their rights of way, and in future leases made by them will provide that any claim for such damage shall be waived.

3. In consideration thereof, the parties of the second part shall construct and build the entire work involved in said changes of grades, and all excavating, paving and repaving, and all retaining walls, abutments, sidewalks and guard rails and support of adjacent buildings made necessary by the construction of said overhead crossings, including any work of relaying pavements and side-

walks incident to the said change of grades; and the parties of the second part further agree that all sewers, water or drain pipes or conduits which are the property of the City and which will be injured or disabled by the proposed changes in grade shall be lowered or diverted and restored to usefulness to the satisfaction of the City Engineer.

The work to be done by said parties of the second part shall include all excavations necessary or made necessary by said changes of grade, as well on the intersecting streets as on the streets crossed; the pavement of all roadways after the excavation; the construction of all sidewalks and of all wings, retaining walls and abutments, and the Street Railway Company shall bear the expense of relaying all street railway tracks which may be disturbed.

All such work shall be done in accordance with said profiles and the general specifications hereto attached and made a part hereof and with particular plans to be agreed upon, which plans, reasonable provision being made therein for access to and from the property of the Lake Shore & Michigan Southern Railway Company and the Wabash Railway Company, shall be substantially the same as the plans adopted for the separation of grades at Woodward, Michigan, Grand River and Warren avenues, and conform thereto as nearly as may be practicable; and in case of a failure of the parties hereto to agree upon the plan for any crossing, the plan to be adopted shall be determined by a board of arbitrators, consisting of the persons who, at the time, may be the City Engineer and the Chief Engineer of said Michigan Central Railroad Company and the Presiding Judge of the Wayne Circuit Court; and the plan adopted by the said arbitrators or by a majority of them, shall be adopted by the parties hereto.

The said second parties and each of them shall release all damages, charges or claims arising from loss of traffic or otherwise occasioned by said changes of grades.

4. After the completion of the work of separation of the grades at any street, the City shall maintain and repair, or cause to be maintained and repaired, at its expense, the sewer and water pipes, the roadway and the pavement and the sidewalks on the streets and avenues, except as between the City and the Street Railway Company, the street railway tracks and also the spaces between the same, which shall be maintained and kept in repair by the Street Railway Company, when so provided by ordinance, and the said Railroad Companies shall maintain and repair, or cause to be maintained and repaired at their expense, all other parts of the structure, as shown upon the plans and specifications for the separation of grades at said several streets, including the wings and the retaining walls of the approaches.

5. The City shall have the right to demand the separation of grades at any of the streets now opened and used across said rights of way within said district, in accordance with the method and under the terms and conditions of this agreement, and in such case the parties of the second part agree to adopt plans and specifications, to be determined upon as

aforsaid for effecting such changes of grade and to perform the work of construction and maintenance and all obligations on their part, in accordance with the method and under the terms and conditions of this agreement: Provided, that the grades shall be separated only at crossings lying next to streets where the grades have been separated.

The Michigan Central Railroad Company, the Lake Shore & Michigan Southern Railway Company, and the Grand Trunk Railway Company of Canada, and owned and operated lines, shall not be required to expend an aggregate sum in excess of (\$200,000.00) Two Hundred Thousand Dollars in the work of separation of grades at street or highway crossings in the City of Detroit, within the period of any one year, but nothing in this agreement contained shall in any wise change or modify the terms of the agreement dated October 17, 1906, between the City and the Michigan Central Railroad Company with respect to the separation of grades on the main line of the Michigan Central railroad company between Sixteenth street and Livernois avenue.

6. The said railroad companies may, from time to time, separate the grades of any of the streets now opened and used across their rights of way within said district in accordance with the method and under the terms and conditions of this agreement, and in such case the City agrees to adopt plans and specifications to be determined upon as aforsaid, for effecting such change of grades, and to perform all obligations on its part in accordance with the method and under the terms and conditions of this agreement.

7. The City agrees to provide for the temporary closing of streets within said district upon which it may be necessary to stop public travel during the progress of the work of grade separation at each street, and until its completion; and for the necessary change of grade of the streets which will remain at the railroad rail level in the vicinity of the street where the separation of grades is made.

8. The said Street Railway company shall be authorized, in order to facilitate the work and for the accommodation of the public during the pendency thereof at each street, to construct, under the supervision of the Commissioner of Public Works, street railway tracks through some other street or street in that locality, to be designated by said Commissioner of Public Works, the same to be temporary and to be removed by said Street Railway company when the separation of grades at the street from which the tracks are diverted, shall have been completed; and it is hereby authorized to relay its tracks upon all streets where the same are or have been laid within said district at the time when said grade separation is effected, and on Russell street, wherever the same may have been taken up and to remove its spur tracks or Y on said street south from their present location such reasonable distance as may be necessary to avoid the changed grade of said street, so that the right to operate and maintain said railway tracks shall be the same after as before such separation of grades.

This paragraph shall not be taken to grant any franchise right or add

to or take away any of the franchise right of said Street Railway company.

9. The provisions of this contract shall apply only to the streets now opened and used across the rights-of-way of the said railroad companies within said district. And the city covenants and agrees that any streets which may be opened and used hereafter across said rights-of-way shall be constructed at a grade sufficiently lower than the grade of the railroad tracks, when elevated, in accordance with said profile, to permit the streets to pass under the track, and the city shall assume and pay the entire cost of the work of such separations of grades at such new crossings.

And the said railroad companies hereby waive any and all claims for damages arising from the opening of such new streets across their said rights of way, and all claims for damages to any abutting property owned or controlled by them or either of them arising therefrom, and hereby release all damages, charges or claims arising from the loss of traffic or otherwise occasioned by the separation of grades at said crossing of such new streets.

10. Said street railway company shall perform the work of removing its tracks and trolley wires and of the reconstruction thereof on Beaubien street, including the pavement between the outer rails of its tracks, and shall also bear an equal proportion with each of the railroad companies of the cost of the sub-drainage and of any other sub-surface work, and the laying and relaying of any pipes which may be necessary to be done at the expense of said railroad companies and said street railway company.

11. Neither this agreement nor anything contained in the ordinances and resolutions to be passed by the City of Detroit, as above provided, shall restrict or limit the parties of the second part in any of the rights they now possess in respect to said street crossings, except as herein expressed.

12. Brush street, under the terms of this contract, shall be treated as a street now opened and used across the rights of way of said railroad companies, and on the completion of the work of separating the grades at said Brush street the City of Detroit shall pay to the Michigan Central Railroad Company, the Lake Shore & Michigan Southern Railway Company, and the Grand Trunk Railway Company of Canada the sum of Twelve Thousand (\$12,000) Dollars.

In witness whereof the parties hereto have caused these presents to be signed on their part by their proper officers on the day and year first above written.

THE CITY OF DETROIT,
By..... Mayor.
By.....
Chairman Committee on Grade Separation.
THE MICHIGAN CENTRAL RAILROAD CO.
Attest: By.....
..... Secretary.

THE LAKE SHORE SOUTHERN RAILWAY COMPANY
Attest:
THE GRAND TRUNK RAILWAY COMPANY OF CANADA
Attest:
THE WABASH RAILROAD COMPANY
Attest:
THE DETROIT UNION TRADING COMPANY
Attest:
Adopted as follows:
Yeas—Ald. Allan, Ellis, Field, Freiwalley, Keating, Lempke, Ostrowski, Rutter, ScSkrzycki, Theisen, Vernor, Walsh, W the President Pro T Nays—None.

Reconsideration

Ald. Owen moved vote by which the the Committee on was adopted.
Ald. Vernor move 28 for the purpose of poning the motion to motion prevailed as
Yeas—Ald. Allan, Ellis, Field, Freiwalley, Keating, Lempke, Ostrowski, Rutter, ScSkrzycki, Theisen, Vernor, Walsh, W the President Pro T Nays—None.
Ald. Allan then motion to reconsider be poned, which motion The regular order By Ald. Owen: Resolved, That the Chairman of the Committee be and authorized to execute the Adopted as follows: Yeas—Ald. Allan, Ellis, Field, Freiwalley, Keating, Lempke, Ostrowski, Rutter, ScSkrzycki, Theisen, Vernor, Walsh, W the President Pro T Nays—None.

Reconsideration

Ald. Owen moved vote by which the adopted.
Ald. Vernor moved 28 for the purpose of poning the motion to motion prevailed.
Ald. Allan then motion to reconsider be inde which motion prevailed The regular order v

fect the transfer of \$794.23, the balance remaining in the appropriation for "Team for District Superintendents" (after providing for the care of one horse) and \$200 from the surplus remaining in the 1908 General Road Fund, a total of \$994.23, the same to constitute an account to be drawn against for "Care and Maintenance of Automobiles for District Superintendents" and to be so entitled, and that said vouchers transmitted by the Controller, aggregating \$148.73, be paid from the above account.

Adopted as follows:

Yeas—Ald. Allan, Deimel, Ellis, Field, Garvey, Grindley, Harpfer, Keating, Koenig, Konkol, Lempke, Ostrowski, Owen, Rosenthal, Rutter, Schulte, Shapland, Skrzycki, Theisen, Thompson, Trevor, Vernor, Walsh, Watson, Wing, Zoeller and the President Pro Tem.—27.

Nays—None

Ways and Means.

To the Honorable Common Council:

Gentlemen—Your Committee on Ways and Means, to whom was referred the communication from the Fire Commission, asking for the transfer of appropriations, respectfully report that we have had the same under consideration and beg leave to state that while the lump cost of the three new engine houses proposed to be erected by the Department is within the estimate made by the Commission, two are under and one over the estimate, and the Fire Commission request that the sum of \$5,000 be transferred from Account No. 30 and \$3,500 from Account No. 29 to the credit of Account No. 31, and your Committee seeing no objection thereto, recommend the adoption of the following resolution.

Respectfully submitted,
WM. R. SHAPLAND.
JOHN HARPFER.
ALBERT T. ALLAN.
JOHN THOMPSON.

Accepted and on leave the following resolution was offered:

By Ald. Shapland:

Resolved, That the sums of \$5,000 and \$3,500 of the monies appropriated for Accounts Nos. 30 and 29, respectively, be placed to the credit of Account No. 31 in order to pay said account, and the City Controller be and he is hereby directed to make the proper entry on his books showing said transfer.

Adopted as follows:

Yeas—Ald. Allan, Deimel, Ellis, Field, Garvey, Grindley, Harpfer, Keating, Koenig, Konkol, Lempke, Ostrowski, Owen, Rosenthal, Rutter, Schulte, Shapland, Skrzycki, Theisen, Thompson, Trevor, Vernor, Walsh, Watson, Wing, Zoeller and the President Pro Tem.—27.

Nays—None

Claims and Accounts.

To the Honorable Common Council:

Gentlemen—Your Committee on Claims and Accounts, to whom was referred the Controller's list of Approved Accounts of Aug. 31, 1909, respectfully report that we have examined the same, and believing them to

be correct, recommend that they be paid from the proper funds.

Respectfully submitted,

JOHN GRINDLEY,
G. FREIWALD,
LOUIS H. LEMPKE,
WM. KOENIG,
MARTIN J. OSTROWSKI,
JAMES VERNOR.

Accepted and adopted as follows:

Yeas—Ald. Allan, Deimel, Ellis, Field, Garvey, Grindley, Harpfer, Keating, Koenig, Konkol, Lempke, Ostrowski, Owen, Rosenthal, Rutter, Schulte, Shapland, Skrzycki, Theisen, Thompson, Trevor, Vernor, Walsh, Watson, Wing, Zoeller and the President Pro Tem.—27.

Nays—None.

FROM THE SAME.

To the Honorable Common Council:

Gentlemen—Your Committee on Claims and Accounts, to whom was referred the bill of Geo. A. Cathey by communication from the Controller, respectfully report that we have had the same under consideration and at the request of the Controller recommend that same be referred back to him for correction.

Respectfully submitted.

JOHN GRINDLEY,
JAMES VERNOR,
G. FREIWALD,
LOUIS H. LEMPKE,
WM. KOENIG,
MARTIN J. OSTROWSKI.

Adopted as follows:

Yeas—Ald. Allan, Deimel, Ellis, Field, Garvey, Grindley, Harpfer, Keating, Koenig, Konkol, Lemkie, Ostrowski, Owen, Rosenthal, Rutter, Schulte, Shapland, Skrzycki, Theisen, Thompson, Trevor, Vernor, Walsh, Watson, Wing, Zoeller and the President Pro Tem.—27.

Nays—None.

Grade Separation.

To the Honorable Common Council:

Gentlemen—Your Committee on Grade Separation, who have had under consideration the matter of separation of grades on the east side of the city, beg leave to report that they have reached an agreement with the railroad companies and the Detroit United railway, and recommend the adoption of the report and the adoption of the following specifications, to be attached to and to become a part of the contract for the separation of grades from John R. street to Russell street, inclusive.

COMMITTEE ON GRADE SEPARATION.

GEO. A. OWEN,
Chairman.

JAMES VERNOR,
ROBERT W. RUTTER,
WM. KOENIG,
MARTIN J. OSTTOWSKI.

The following are the specifications:

Specifications for the Separation of Grades at all streets crossed by said Railroads from Woodward avenue to and including Russell street.

All elevations herein named are referred to City datum.

All distances and elevations are in feet and in decimals of a foot.

The tracks of all the companies whose steam roads cross any of the streets or avenues between Woodward avenue and to and including both crossings at Russell street, shall be elevated as set forth in the agreement.

All elevated tracks shall be carried across each street or avenue on through girder or deck bridges.

The clearance line of the bridges shall not be more than one and one-half (1½) feet below the elevations given for the new track elevations, but if greater depth is required for the floor construction, the elevations given for the new track elevations shall be correspondingly increased.

The bridges shall be of such spans as to provide a driveway on the center of each of said streets or avenues of the clear width named for the driveway in the schedule herein contained, by supporting the same on posts located in parallel lines between the curb and street lines and contiguous to the curb lines, and on abutments whose front faces shall be on the street lines, excepting that the bridges over Milwaukee avenue shall have an additional line of posts for support, on the center of the avenue, leaving two driveways of nineteen (19) feet clear width.

The bridges to carry the tracks over John R., Brush and Beaubien streets may be constructed of I beams embedded in concrete, and supported on concrete posts located in parallel lines between the curb and street lines and contiguous to the curb lines, and on abutments whose front faces shall be on the street lines.

The bridges throughout their full length and width shall be provided with tight floors and proper drains leading to city drains.

All abutments shall be built of concrete in accordance with the standard specifications of the Michigan Central Railroad Co.

Where necessary to support adjacent property at its existing level within the limits of the change of grades as given in the schedule herein contained, retaining walls shall be built as shall be shown on said particular plans to be agreed upon.

All retaining walls shall be built of concrete, in accordance with the standard specifications of the Michigan Central Railroad Co.

Such drainage shall be provided, back of abutments and retaining walls, as shall be agreed upon by the City Engineer and the Chief Engineer of the Michigan Central Railroad Company.

Existing streets which intersect the street to be lowered, within the limits of the approaches as given in the schedule herein contained except Trombly avenue shall be lowered to correspond with the grade of the approaches, and the maximum grade of the intersecting streets shall not exceed three (3) per cent from their

junction to a connection with their present surface.

Existing alleys which intersect the streets to be lowered within the said limits of the approaches shall be lowered as shall be shown on said particular plan to be agreed upon.

All driveways on the said streets and avenues within the limits of the approaches as given in the schedule herein contained shall be paved with brick, according to the brick pavement specifications in use by the city at the time the work is done, and of the same width as now established on the approaches to the rights of way now occupied by the railroad companies, excepting on Russell street and the Grand boulevard, where the width shall be forty (40) feet, and the driveways within the limits of the bridges shall be of the widths shown in the schedule herein contained.

Approaches to the existing private driveways shall be constructed between the curb and street lines as shall be shown on said particular plans to be agreed upon.

The cross section of the driveways shall be established by the City Engineer.

Such drainage shall be provided for the driveways as shall be shown on said particular plans to be agreed upon.

All sidewalks shall be constructed in accordance with the specifications in use by the city when said work is done, and as shown in said particular plans to be agreed upon, and under the supervision of the Commissioner of Public Works of the City and the City Engineer, and at a grade not less than eight and one-half (8½) feet below the girders of the bridges; but in cases where cross streets intersect the street over which said bridge is constructed such sidewalks shall be constructed at a grade which shall conform to the curb line at such intersections, without reference to the grade of the street over which the bridge is constructed, intending thereby to provide that between cross streets, or between the cross street and the summit the sidewalk may be elevated without reference to the grade of the street crossed. And it is also intended that the grade of the sidewalk on one side of the street crossed may be different from that of the other side of said street.

Where sidewalks are elevated above the grade of the street, continuous walls shall be built in the curb lines to support the sidewalk.

Where sidewalks are constructed at an elevation in excess of one foot above the curb elevations suitable iron railings shall be placed adjacent to the curb lines for the protection of the public, as shall be shown on said particular plans to be agreed upon.

The following schedule subject to particular plans to be agreed upon shall apply to the proposed work embraced in the agreement:

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Location of Change.	Present track elevation top of rail.	New track elevation.	Extreme bottom of girder.	Clearance from top of curb.	Width of street.	Width of present pavement.	Width of Approaches.	Width of pavement after change.	Rate of grade.	Length of approaches.	Total length of work.	Car tracks.	Sidewalks max. width after change
John R.....	154.11	160.50	159.00	13	60	26	26	26	S. 3.00 N. 3.33	138 136	403.9	..	6
Beaubien ...	154.05	160.36	158.86	14	50	40	40	40	S. 3.00	221	682	†..	6
Brush	154.05	160.40 161.00N	158.90 159.50	12	60	26	26	26	S. 3.00 N. 3.00	184 100	460	..	6
Hastings—S.	154.10	158.82	157.32	13	50	28	28	28	S. 3.00	243	101.1	...	
Hastings—N.	153.05	160.12	158.62	13	50	28	28	28	N. 3.00	170		...	
Milwaukee .	153.05	160.12	158.62	13	60	30	30**40	40	W 3.00 E. 2.75	192 170	1011.	...	
Russell	151.72	157.72	156.22	14	60	30	40	40	S. 3.00 N. 3.00	240 241	573	†..	6
Boulevard ..	151.72	157.72	156.22	14	150	50	50	40	W. 3.00 E. 3.00	270 295	719	...	6
Russell—S.	153.96	157.96	156.46	14	60	28	40	40	S. 3.00 N. 2.88	344 †313.6	889	†..	6

†Double.
‡Proposed.
**With posts on center.

All water and drain pipes which are the property of the city and which will be injured or disabled by the aforesaid changes shall be lowered or diverted and restored to usefulness to the satisfaction of the City Engineer.

All the aforesaid construction within the limits given in the aforesaid schedule shall be completely made by the parties of the second part, with reasonable dispatch and at their cost.

The city shall require the reconstruction by the owners of such other pipes, conduits, wire lines or other semi-public or private appurtenances as may occupy the streets or avenues and will be affected by the work.

The City shall provide that the street railway companies whose tracks occupy the part of any of said streets and avenues where the grade is to be changed shall make such changes in their tracks from time to time as shall be directed by the Engineer of the Railroad Companies in charge of the work, and shall further provide that any of or all of the traffic in the part of the street where grade is to be changed shall be suspended at and during the time that said Engineer shall deem it to be necessary for the safe conduct and expedition of the work.

The City shall provide by proper resolution for the removal and for the reconstruction of street railway companies' tracks, and for such portion of the removal (and restoration of the pavement in the driveways) as devolves upon the street railway companies in any way of said streets and avenues occupied by street railway tracks.

The Michigan Central Railroad Company is authorized to occupy with a retaining wall or other structure or structures the southerly two (2) feet of the northerly eighteen (18) feet of Trombly avenue from the east line of John R. to the west line of Hastings street and lying south of and adjoining the south right of way line of the Lake Shore & Michigan Southern Railroad, except such portions of said two (2) feet as lie between the east and the west line of the north and south streets now opened across said Trombly avenue, or which may hereafter be opened, across said Trombly avenue for the purpose of protecting and making serviceable the northerly sixteen (16) feet of said Trombly avenue upon which it has been authorized by deed from the City of Detroit to lay a railroad track.

By Ald. Owen:

Resolved, That the foregoing specifications be and the same are hereby adopted by the Common Council as the specifications which are to be attached to and to become a part of the contract between the City of Detroit and the Michigan Central Railroad Company, the Lake Shore & Michigan Southern Railway Company, the Grand Trunk Railway Company of Canada, the Wabash Railroad Company and the Detroit United Railway, for the separation of grades on the east side of the City, between John R. street and Russell street, inclusive.

Adopted as follows:
Yeas—Ald. Allan, Deimel, Ellis, Field, Garvey, Grindley, Harpfer,