

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT:

Section 1. That the names of Drexel Boulevard and Riverside Drive, 3 from Averhill Court to the southerly line of Riverside Park Subdivision, be and the same are hereby changed to and shall hereafter be known as Drexel Avenue South.

Sec. 2. All ordinances or parts of 2 ordinances in conflict herewith are 3 hereby repealed.

Approved as to form:

WALTER BARLOW,  
Acting Corp. Counsel.

Read twice by title, ordered printed, and laid on the table.

From the City Treasurer

August 17, 1937.

To the Honorable, the Common Council:

Gentlemen—I am herewith submitting to your Honorable Body report known as exhibit "J" of the sale of 1935 General City Taxes and City Bids for prior years as provided in your resolution of May 12, 1936.

This report covers the period from April 16, 1937, through to May 10, 1937, and shows a total sale of 2,021 parcels amounting to \$756,811.07, which added to exhibit

"A" August 13, 1936,  
"B" Sept. 1, 1936,  
"C" Sept. 16, 1936,  
"D" Sept. 30, 1936,  
"E" Nov. 4, 1936,  
"F" Jan. 18, 1937,  
"G" Feb. 19, 1937,  
"H" April 10, 1937,  
"I" June 18, 1937,

makes a total of \$1,197,621.67 and 41,377 parcels.

This report shows the description of property, the year, the amount purchased for and the name and address of the purchaser and is the final report of cash sales to be submitted. As soon as the items, which have been sold to the City of Detroit have been listed a report of the final summary of the grand total will be submitted to your Honorable Body.

Yours very respectfully,  
ALBERT E. COBO,  
City Treasurer.

Received and placed on file.

From Department of Public Works  
August 19, 1937

To the Honorable, the Common Council:  
Gentlemen:

We are forwarding herewith executed agreement entered into by the Diesel Engine Division of the General Motors Corporation and the Department of Public Works, covering plans and terms for the construction of a 12" sewer through Outer Drive. thence

through Fullerton Avenue to Dolsen.

This agreement was drawn following action of your Honorable Body on August 3, 1937 on General Motors' petition No. 6294, and we now respectfully request your approval.

Respectfully submitted,  
WALTER BAKER,  
Secretary.

SEWER CONNECTION AND SERVICE AGREEMENT BETWEEN CITY OF DETROIT DEPARTMENT OF PUBLIC WORKS AND GENERAL MOTORS CORPORATION (DIESEL ENGINE DIVISION)

This agreement made this 11th day of August, A. D. 1937, by and between the City of Detroit, a municipal corporation, through the Commissioner of the Department of Public Works, hereinafter designated as the party of the first part, and General Motors Corporation (Diesel Engine Division), a Delaware Corporation, hereinafter designated as the party of the second part;

Witnesseth:

Whereas, the party of the second part desires to construct a 12 inch sanitary sewer and connect the same with the sewer system of the party of the first part at the first manhole East of Dolsen Avenue, for the purpose of draining a new manufacturing building and a laboratory located on its property South of the Pere Marquette Railroad right-of-way and West of Outer Drive, in accordance with the general plan shown on the attached blueprint of party of the second part's plan of Job No. 1755, Sheet 100-M and 101-M, which are attached hereto and made a part hereof; and

Whereas, the party of the second part under date of July 12, 1937, filed Petition No. 6294 with the Common Council of the City of Detroit, seeking permission to construct and connect said 12 inch sanitary sewer with the public sewer system of the party of the first part; and

Whereas, the Common Council of the City of Detroit has adopted the proper resolution authorizing the Commissioner of the Department of Public Works to enter into a contractual agreement with the party of the second part, said petition being granted subject to the following terms and conditions;

Now, therefore, it is understood and agreed that:

1. All of the sewer construction proposed by the party of the second part, pursuant to the plan attached hereto, and under this agreement, shall be constructed in accordance with the existing charter and ordinances of the City of Detroit covering such sewer construction, and in accordance with the standard sewer specifications of the party of the first part;

2. Party of the second part shall deposit with the party of the first part a certified check payable to the party of the first part, in the amount of Three Hundred (\$300.00) Dollars, for the purpose of covering the approximate cost of inspection and such other necessary expenses as may be incurred by party of the first part by reason of said sewer construction and connection to the public sewer system of the City of Detroit; and in the event said inspection fees and expenses do not amount to the total sum of Three Hundred (\$300.00) Dollars, then party of the first part will refund to party of the second part such unexpended portion;

3. Party of the second part shall pay the costs of the sewer construction, and the sewer connection, which sanitary sewer will be constructed in accordance with plan of Job No. 1755, as shown on Sheet 100-M and 101-M attached hereto;

4. The party of the second part shall reimburse the party of the first part for any and all damages to its property, sewers or other utilities sustained by the construction or maintenance of said sanitary sewer and its connections to the public sewer system of the City of Detroit;

5. The party of the second part shall install and maintain in accurate working condition an approved automatic measuring and self-recording meter to measure the sewage discharged by the party of the second part at the location where the connection is to be made and which shall be accessible to the party of the first part at all times;

6. The party of the second part shall furnish the party of the first part as part of this agreement, with complete plans and specifications showing in detail the location and extent of the work, the materials to be used, the method of construction, the class of workmanship, the land or buildings to be drained, the size, grade and depth of the sewer throughout, all existing property and street lines, sewers, water mains, etc., and a print showing other public utilities in Fullerton Avenue, and such other information as may be required for the proper execution of the work satisfactory to the party of the first part;

7. The sewer drainage privileges granted by the party of the first part in this agreement apply only to such land or building areas as are specifically stipulated herein, and the party of the second part hereby agrees that it will neither add to, alter, enlarge or extend the sewer facilities herein granted nor transfer any of the rights provided hereunder without the consent of the party of the first part endorsed in writing hereto;

8. The party of the second part further agrees that it will comply with existing and future ordinances

of the City of Detroit regarding the discharge of sewage containing quantities of oil, grease, offal matter, acids, alkalies or other foreign matter which may be harmful to the public sewer structure or its maintenance by the party of the first part;

9. The party of the second part further agrees that in the event it is necessary to secure a permit, or permission, from an administrative body of a unit of government in order to pass over or pass under, or run parallel with the right-of-way or line of a public utility, said party will secure the necessary permit or permission.

10. The party of the second part shall indemnify and save harmless the party of the first part from any and all damages which may be sustained by reason of the sewer privileges herein granted, and accepts said privileges without guaranty as to its adequacy;

11. It is understood and agreed that the portion of this sewer with its connection as constructed within the Detroit City limits shall immediately after satisfactory completion become operative as a part of the public sewer system, and should it become necessary to make changes in location or depth of any part of this sewer to accommodate future improvements, said party of the second part agrees to make such changes without cost to the party of the first part;

12. The party of the second part, if found in violation of the terms of this agreement, shall surrender to the party of the first part the privileges herein granted without refund of any of the fees or assessments paid to the party of the first part for said privileges, and such fees or assessments shall be considered as payment to the party of the first part for liquidated damages;

13. The party of the first part reserves the right to terminate this agreement by resolution of the Common Council without cause assigned upon notification in writing to the said party of the second part at least ninety days in advance of its intention to so terminate, and upon refunding to the party of the second part that portion of the drainage area assessment stipulated in Article 13-B of this agreement and considered as an unexpired balance based on the following ratio, to-wit: seventy years minus the number of years expired, divided by seventy, multiplied by the drainage area assessment;

14. In consideration of the sewer privileges herein granted, the party of the second part agrees to pay to the party of the first part the following payments:

(a) Drainage area assessment of Two Hundred Fifty-eight (\$258.00) Dollars when this agreement is executed;

(b) Annual sewer maintenance charge of Ten (\$10.00) Dollars per