

March 10, 1928.

[H. R. 9202.]

[Public, No. 152.]

Military Academy.
New cadet barracks
at, authorized.
Post, p. 929.
Proviso.
Employment of arch-
itects.
Ante, p. 130.

CHAP. 197.—An Act To authorize construction at the United States Military Academy, West Point, New York.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That there is hereby authorized the construction of a new cadet barracks at the United States Military Academy, West Point, New York, at a total cost of not to exceed \$825,000: *Provided*, That the Superintendent of the United States Military Academy, West Point, New York, with the approval of the Secretary of War, is authorized to employ architects to draw the necessary plans and specifications from funds herein authorized, when appropriated.

Approved, March 10, 1928.

March 10, 1928.

[S. 771.]

[Public, No. 153.]

"Dispatch," Navy.
Gift of, to State of
Florida.

CHAP. 198.—An Act Providing for the gift of the United States ship Dispatch to the State of Florida.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Navy is authorized and directed to convey by gift to the State of Florida, for such time and upon such conditions as he deems advisable, for the use of the fisheries department of such State, the United States ship Dispatch, together with all her apparel, charts, books, and instruments of navigation; but no expense shall be caused the United States by the delivery of such vessel.

Approved, March 10, 1928.

March 10, 1928.

[S. 2545.]

[Public, No. 154.]

Kansas.
Sale of game preserve
lands by.
Vol. 39, p. 233.

Proviso.
Proceeds to purchase
other lands for game
preserve.

CHAP. 199.—An Act To authorize the sale of certain lands near Garden City, Kansas.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the State of Kansas be, and it is hereby, authorized to sell all or any part of the following described land granted to said State under the provisions of the Act of Congress approved June 22, 1916, to wit: Sections 25, 26, and 35 in township 24 south, and sections 1 and 2 in township 25 south, all in range 33 west of the sixth principal meridian, notwithstanding the restrictions contained in said Act: *Provided*, That the proceeds of said sale shall be used to purchase land in sections 23 and 24 in township 24, range 33, and in sections 19 and 30 in township 24, range 32, all in Finney County, Kansas, to be used as a State game preserve.

Approved, March 10, 1928.

March 10, 1928.

[H. J. Res. 176.]

[Pub. Res., No. 15.]

Menominee River.
Consent given to
agreement between
Wisconsin and Michi-
gan for constructing
bridge across, between
Marinette, Wis., and
Menominee, Mich.
Post, p. 303.

CHAP. 200.—Joint Resolution Granting consent of Congress to an agreement or compact entered into between the State of Wisconsin and the State of Michigan for the construction, maintenance, and operation of a highway bridge across the Menominee River.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the consent of Congress of the United States be, and it is hereby, given to the States of Wisconsin and Michigan to enter into the agreement or compact executed by the State Highway Commissioner of the State of Wisconsin and the Highway Commission of the State of Michigan pursuant to authority of chapter 87 of the Wisconsin statutes, and the authority of Act 354 of the Public Acts of 1925, and Special Act 98

of the Public Acts of 1927 of the State of Michigan: *Provided*, That nothing therein contained shall be construed as impairing or in any manner affecting any right or jurisdiction of the United States in and over the region which forms the subject of said agreement; which agreement is in words and figures as follows:

Provido.
Federal jurisdiction
not affected.

AGREEMENT

Agreement.

MENOMINEE-MARINETTE BRIDGE AT BRIDGE STREET RELOCATION WISCONSIN HIGHWAY COMMISSION WITH MICHIGAN STATE HIGHWAY COMMISSIONER

This agreement, executed this 14th day of January, 1927, by and between Frank F. Rogers, State Highway Commissioner of the State of Michigan with offices at Lansing, Michigan, party of the first part; and the Wisconsin Highway Commission, with offices at Madison, Wisconsin, party of the second part:

Witnesseth that:

Whereas the existing interstate bridge, crossing the Menominee River at Bridge Street and joining the Municipalities of Marinette, Wisconsin, and Menominee, Michigan, is in an unsafe condition and requires early reconstruction; and

Whereas a proper plan for reconstruction involves a relocation and includes a grade separation and expensive approach fills and properly extends as a project from the center of Dunlap Square in the city of Marinette to the center line of Ogden Avenue in the city of Menominee; and

Whereas the State boundary line, as determined by the United States Supreme Court in a late decision, lies entirely north of the proposed actual structure spanning the Menominee River, and thereby complicates the respective responsibilities of the two parties hereto both as regards construction and maintenance obligations.

Now, therefore, It is hereby agreed:

1. That this project shall, subject to changes to be hereafter mutually agreed upon as signified by joint approval of all subsequent plans and estimates, be built in accord with the preliminary plans prepared by the first party and marked "Exhibit A" and approved by the second party and hereto attached and considered as an integral part of this agreement, and that the detailed plans and specifications for the project shall be prepared by the first party subject to the approval of the second party.

2. That each party shall either directly or through the respective cities, townships, and counties within which the work is situated, furnish and bear the full cost of all right of way and abutting and property damages arising from or necessary to the execution of the plans as they may be finally, mutually, and jointly approved by the said parties, as applying to property situated on the side of the existing interstate boundary line subject to the jurisdiction of the respective parties hereto or the respective cities, townships, and counties within the respective States.

3. That aside from the stipulations stated in item 2 above, the entire cost of fully executing the project shall be borne equally by the respective parties hereto and that to this end any contribution or assessment, to be hereafter paid by the Chicago and North Western Railway Company and/or by the Chicago, Milwaukee and Saint Paul Railway Company and/or by any other public utility company affected by the project, shall be credited equally to the shares of the parties hereto and, further,

Agreement—Contd.

that any contribution or assessment, which may be arranged by either party to be paid by a county, township, or municipality within the respective States, shall be guaranteed by the respective parties hereto and that all payments and transactions in the handling of the construction of this project shall be directly between the parties hereto, each of whom agrees to act as its own collecting agent in dealing with the other contributing parties in their respective States.

4. All contracts shall be let jointly by the first and second parties hereto, who shall jointly constitute the first party to all such contracts and no contracts shall be let until after formal approval of awards by each party. The work of construction shall be administered under the joint supervision of the first and second parties as first party of all of the aforesaid contracts to be let under the terms of this agreement, but the second party hereto agrees that its inspection and supervision shall be administered through the representatives of the first party and not through direct dealings with the contractors, and that any matters of dispute in regard to the administration of the contracts shall be adjusted jointly by the bridge engineers of the respective parties hereto. Each party may retain such engineering assistance in supervising the work as it may deem necessary and the cost of such engineering, including office work and administration as may become necessary, shall be considered a legitimate charge to the project. Estimates to the contractor shall be paid direct by each party hereto, each in the amount of 50 per centum of the total estimated amounts due under the provisions of the specifications of the first party and as approved by the second party, all estimates being prepared by the first party at two week intervals or thereabouts, approved by the first party and submitted to the second party for approval, the second party making payment direct to the contractor on approval of estimates and the first party likewise making payment to the contractor on receipt of copies of the estimates after being approved by the second party. Authorizations for extra work will be handled in the same manner as the original contracts. The engineering costs on this project will be considered as including expenditures made by each party prior to the date of the execution of this agreement as well as all such costs subsequent thereto.

5. The work to be covered by this agreement is further indicated in an approximate preliminary estimate of cost known as Exhibit B, based on Exhibit A, attached herewith and considered as an integral part of this agreement. This estimate is for preliminary budget purposes, it being agreed that the shares of the respective parties shall be based upon the actual cost of the work.

6. For the purpose of future maintenance it is hereby agreed that the first and second parties shall, upon completion of this project, each maintain that portion of the project (or bear the expense of doing so) which lies north and south respectively of the center of the third span measured from the north end of the river structure.

7. That the first and second parties shall, through their respective United States Senators and Congressmen from the districts within which the project is situated, take the necessary steps to secure the approval of the United States Congress at the 1928 session, authorizing the construction of said project,

and also the necessary approval of the United States War Department.

Agreement—Contd.

In witness whereof the parties hereto have on the day first above written caused this agreement to be executed by their proper authorities.

FOR THE STATE OF MICHIGAN,
By FRANK F. ROGERS,
State Highway Commissioner.

FOR THE STATE OF WISCONSIN,
By WISCONSIN HIGHWAY COMMISSION,
(Signed) C. R. WEYMOUTH,
Secretary.

[SEAL.]

Approved as to form,
LINCOLN E. BRADT,
Legal Adviser.

Approved December 1, 1927.
(Signed) C. A. MELICK,
*Bridge Engineer, Michigan State
Highway Department.*

SEC. 2. That the right to alter, amend, or repeal this resolution is hereby expressly reserved.

Amendment.

Approved, March 10, 1928.

CHAP. 203.—An Act Authorizing the States of Wisconsin and Michigan to construct, maintain, and operate a free highway bridge across the Menominee River at or near Marinette, Wisconsin.

March 12, 1928.
[S. 2902.]
[Public, No. 155.]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That in order to facilitate interstate commerce, improve the postal service, and provide for military and other purposes, the State of Wisconsin and the State of Michigan be, and are hereby, authorized to construct, maintain, and operate a free highway bridge and approaches thereto across the Menominee River at a point suitable to the interests of navigation at or near Marinette, Wisconsin, in accordance with the provisions of an Act entitled "An Act to regulate the construction of bridges over navigable waters," approved March 23, 1906.

Menominee River.
Wisconsin and Michigan may bridge, at Marinette, Wis.
Ante, p. 300.

SEC. 2. There is hereby conferred upon the State of Wisconsin and the State of Michigan all such rights and powers to enter upon lands and to acquire, condemn, occupy, possess, and use real estate and other property needed for the location, construction, operation, and maintenance of such bridge and its approaches as are possessed by railroad corporations for railroad purposes or by bridge corporations for bridge purposes in the State in which such real estate or other property is situated, upon making just compensation therefor, to be ascertained and paid according to the laws of such State, and the proceedings therefor shall be the same as in the condemnation or expropriation of property for public purposes in such State.

Construction.
Vol. 34, p. 84.

Right to acquire real estate, etc., for location, approaches, etc.

SEC. 3. The right to alter, amend, or repeal this Act is hereby expressly reserved.

Condemnation proceedings.

Amendment.

Approved, March 12, 1928.