

\$14.80, time and half \$27.99. Total \$42.79.

Sewer, 8-30-41, straight \$55.44, time and half \$140.15, double \$17.10. Total \$212.69.

Sidewalk, 8-30-41, straight \$1.60, time and half \$22.86, double \$1.60. Total \$26.06.

Incinerators, 8-30-41, straight \$755.65, time and half \$768.01, double \$53.92. Total \$1,577.58.

Park & Recreation, 8-30-41, straight \$109.69, time and half \$130.04. Total \$239.73.

Water Board, 8-27-41, straight \$2,891.53, time and half \$121.73, double \$58.31. Total \$3,071.57.

Zoological Park, 9-2-41, straight \$90.94, time and half \$158.15, double \$107.12. Total \$356.21.

Lighting (Atwater), 9-3-41, straight \$19.25, time and half \$125.18, double \$80.96; (Mistersky), 9-3-41, straight \$38.96, time and half \$3.75; (Mullett), 9-3-41, straight \$9.20; (Traffic), 9-3-41, time and half \$23.27. Total \$300.57.

City Physicians, 8-29-41, straight \$14.16. Total \$14.16.

Very truly yours,
CHAS. G. OAKMAN,
City Controller.

Received and placed on file.

From the Corporation Counsel

September 4, 1941.

To the Honorable, the Common Council:

Gentlemen—We are transmitting herewith resolution for the initiation of grade separation proceedings at State Fair Avenue west of John R.

Physical work has been completed and it is now necessary to determine grade separation damages, if any.

We respectfully request your Honorable Body to pass this resolution.

Respectfully submitted,
BERT L. SOGGE,
Assistant Corp. Counsel.

Approved:
PAUL E. KRAUSE,
Corporation Counsel.

By Councilman Dorais:

Whereas, on the 29th day of August, A. D. 1939, an agreement was entered into between the Michigan State Highway Department, the City of Detroit, the Michigan Central Railroad Company and the Grand Trunk Western Railroad Company, providing for the construction of Grade Separation on State Fair Avenue, west of Exeter Avenue, a copy of which agreement is enclosed herewith; and

Whereas, said agreement has been duly executed by the parties hereto and the execution thereof has been ratified and confirmed by the Common Council; and

Whereas, the Common Council has deemed it expedient to affect a compromise with all of the parties having an interest in the lots or abutting

property on that portion of State Fair Avenue, as heretofore maintained, and which for long has been dangerous and a constant menace to human life, and the construction to human separation, and the change of grade at this point will facilitate travel and promote traffic on State Fair Avenue. Therefore, be it

Resolved, that the Common Council of the City of Detroit hereby declares that it is necessary for the public benefit to make such construction of grade separation in accordance with the plans prescribed by said agreement; and be it further

Resolved, that the City Clerk be and he is hereby instructed to file in the office of the Corporation Counsel a certified copy of this resolution and to record same in the office of the Register of Deeds of Wayne County.

Following is the agreement:

This Agreement made and entered into this 11th day of September, A. D. 1939, by and between the Michigan State Highway Department, acting through and by Murray D. Van Wagoner, State Highway Commissioner of the State of Michigan, hereinafter called the Highway Department, party of the first part, City of Detroit, a municipal corporation of the County of Wayne and State of Michigan, hereinafter called the City, party of the second part, and Grand Trunk Western Railroad Company, a corporation organized and existing under the laws of the State of Michigan, having its principal offices at Detroit, Michigan, hereinafter called the Railroad, party of the third part.

Witnesseth:

Whereas, the highway commonly known as State Fair Avenue crosses at grade the right of way and tracks of the Railroad within the corporate limits of the City, and it is the mutual desire of the respective parties hereto to discontinue said grade crossing with the tracks of the Railroad by separating the grades thereat by depressing the street and elevating the tracks and providing a bridge to carry the said tracks over and across State Fair Avenue, all as delineated on certain plans designated as Exhibit "A" and Exhibit "B," attached hereto, identified by the signatures of the Bridge Engineer of the Highway Department, the City Engineer of the City and the Chief Engineer of the Railroad, respectively; and

Whereas, the separation of railroad and highway grades at said State Fair Avenue as a matter of public safety and convenience has been approved by the Highway Department, the Federal Bureau of Public Roads and the City as a project for construction by the use of funds provided, or to be provided, by the United States Government to be expended by the Highway Department under

the provisions of the Congress applicable thereto. Whereas, said Federal provisions shall not be used for the acquiring land for right of way in order to make grade separation to abate damages and to provide necessary right of way necessary contemplated widening of bankment slope in and way, and the Railroad provide any additional required for embankment necessary by the ele tracks, not now owned by any of the parties hereinafter otherwise

Whereas, the property of State of Michigan, County of Wayne, City of Detroit, Board of Managers of the State Fair, known as the State Fair, located along and adjacent to the right of way of the Railroad, the south which crosses State Fair Avenue at grade at a section of Charleston Avenue in order to minimize the cost of the grade separation within the approved subject within the approved desirable to obviate the an additional bridge support such track over the highway by a complete and relocation of out and appurtenant serve said State Fair Grade connection with and as a project; and

Whereas, before this agreement comes effective the approval of the Michigan Public Commission is required for the grades; and

Whereas, the parties hereto reached an understanding and other respecting such approval of the preparation of plans and specifications of the highway and the temporary construction necessary to provide for the construction of the Railroad separation of the permanent work made necessary and the cost thereof, and the payment therefor, and the parties hereto, in consideration of the mutual undertakings hereto, it is agreed

Paragraph 1. The approved plans of the project attached to and incorporated in this agreement:

the provisions of the several acts of Congress applicable thereto; and

Whereas, said Federal Funds may not be used for the purpose of acquiring land for right of way or paying damages to abutting property but in order to make possible this grade separation the City is willing to bear the entire expense for abutment damages and to provide the additional right of way necessary for any contemplated widening of and for embankment slope in and for, the highway, and the Railroad is willing to provide any additional right of way required for embankment slopes made necessary by the elevation of its tracks, not now owned or controlled by any of the parties hereto, or as hereinafter otherwise provided; and

Whereas, the property owned by the State of Michigan, controlled by the Board of Managers of Michigan State Fair, known as the State Fair Grounds located along and adjacent to the right of way of the Railroad, is now served by a track leading in from the south which crosses State Fair Avenue at grade at about the intersection of Charleston Avenue, and in order to minimize the work and keep the cost of the grade separation project within the appropriation, it is desirable to obviate the necessity for an additional bridge structure to support such track over and across the highway by a complete re-arrangement and relocation of the track layout and appurtenant facilities to serve said State Fair Grounds in connection with and as a part of the project; and

Whereas, before this agreement becomes effective the approval and order of the Michigan Public Utilities Commission is required to separate the grades; and

Whereas, the parties hereto have reached an understanding with each other respecting such construction, including the preparation and approval of plans and specifications, the depression of the highway, the elevation of the tracks of the railroad, the temporary construction work necessary to provide for the operation of trains of the Railroad during the construction period, the construction of the permanent grade separation, the related and incidental work made necessary by such construction, and the payment of the cost thereof, and desire to set forth their understanding in the form of a written agreement.

Now, therefore, in consideration of the premises and the performance of the mutual undertakings of the parties hereto, it is agreed as follows:

Paragraph 1. The approved general plans of the project consist of the following Exhibits which are attached to and made a part of this agreement:

Exhibit "A"—General plan of grade separation structure.

Exhibit "B" (two sheets)—Plan and profile of railroad showing present and proposed changes in grades, widths of right of way, track layout, including re-arrangement of trackage facilities serving State Fair Grounds, rehabilitation of industrial tracks, right of way walls, fences, etc., present and proposed change in grades of State Fair Avenue, widths of highway, pavement, sidewalks, retaining walls, intersecting streets, side drives, etc.

Paragraph 2. The City will, by proper action in the manner provided by law, adopt the lines shown on the aforesaid profiles, maps and plans, marked Exhibit "A" and Exhibit "B" as the profiles permanently fixing the levels to which said State Fair Avenue shall be depressed, the approach gradients thereto, and the minimum height to which the tracks of the Railroad shall be raised and the minimum underclearance above the highway of the bridge required to support and carry the tracks of the Railroad to provide for the separation of grades at this location.

Paragraph 3. The Railroad agrees to the lines shown on the profiles, maps and plans mentioned above and marked Exhibit "A" and Exhibit "B" as the profiles permanently fixing the levels to which State Fair Avenue shall be depressed and the height to which the tracks of the Railroad shall be raised and the minimum underclearance above the highway of bridge required to support and carry the tracks of the Railroad to provide for this separation of grades.

Paragraph 4. The Railroad, at its expense, will make preliminary surveys, engineering investigations and studies, prepare and furnish all designs, detailed plans, specifications and estimates of cost for the temporary run-around tracks for its operation during the construction period, and for the construction of the permanent grade separation structure and all of the Railroad's facilities, together with appurtenant facilities of industries, the same to be subject to the approval of the Highway Department, the City (insofar as its interests are involved) and Federal Bureau of Public Roads before commencement of work thereon, and shall also furnish, at its expense, engineering services and field supervision required for the work undertaken by it hereunder, including such inspection as it may deem necessary of the entire project in its own behalf; said work shall be designed, detailed and constructed in accordance with the current standard specifications and standards of the Highway Department for this

class of construction, except that the American Railway Engineering Association Specifications shall govern the design of such portions of the work as carry railroad loading. The grade separation structure shall be designed based on the live loading commonly known as Cooper's E-72.

Paragraph 5. The City, at its expense, will prepare all designs, detailed plans and specifications for all street work, including the approaches and facilities for temporary and permanent highway traffic. Said work shall be designed and constructed in accordance with the current standard specifications of the City for this class of construction, same to be subject to the approval of the Highway Department and the Railroad (insofar as their respective interests are involved) before the commencement of work thereon and before the awarding of construction contracts therefor and the City shall provide the engineering services and field supervision involved for the work undertaken by it hereunder, including such inspection as it may deem necessary of the entire project in its own behalf.

Paragraph 6. No changes shall be made on any approved drawing or specification by any of the parties hereto without the consent of the interested party or parties.

Paragraph 7. The Railroad consents to the construction of the grade separation under its tracks and across its right of way in accordance with the exhibits hereinbefore referred to, without compensation, other than the performance of this agreement, and in consideration of the completion of the project herein provided and pursuant to all terms and conditions of this agreement hereby grants to the City an easement and franchise for highway purposes across its right of way, as shown on Exhibit "B", said easement and franchise to continue in force and effect as long as State Fair Avenue remains open and is used as a part of the public system of highways or streets. It is understood that the performance of this agreement on the part of the Railroad shall release and discharge it from any and all assessments of every nature and description arising from the performance of this agreement, including assessments for grade separation benefits, and any and all charges, damages or liability other than such as are specifically assumed by the Railroad under this agreement, and shall be accepted as a full discharge of all obligations of the Railroad, present or future, arising out of this agreement and the performance thereof; and the City hereby assumes to itself and agrees to pay and assume and indemnify and save harmless the Railroad from and against all the aforesaid assess-

ments, including assessments for grade separation benefits, damages, costs and expenses other than such as are specifically assumed by the Railroad under this agreement, without charge, recourse to, or recharge over against said Railroad.

Paragraph 8. The City, at its expense, will permanently close Charleston Avenue at its intersection with State Fair Avenue and acquire with property (except property owned or controlled by the Railroad, the Highway Department and the Board of Managers of Michigan State Fair) necessary for additional right of way for said State Fair Avenue, as may be necessary to accommodate the side slopes of the cut for the street, as required for the grade separation as shown on Exhibit "B." The City agrees, with the assistance of the Highway Department, to obtain from the Board of Managers of Michigan State Fair, permanent easements on State Fair Ground property, in favor of the City, as may be necessary to accommodate side slopes of the cut for State Fair Avenue, said conveyance to be made without compensation therefor.

Paragraph 9. The City will, and hereby does, assume the payment of all abuttal and consequential damages, if any there be, to property, business or persons, (other than the property of the Railroad, Highway Department and Michigan State Fair) arising in any way from said changes in the grades of State Fair Avenue and of intersecting streets within the limits of said grade separation from the closing of said Charleston Avenue and from the construction of said bridge structure to carry the tracks of the Railroad, and all costs, expenses, charges or liability in any proceedings which may be instituted to obstruct such separation of grades or which may be instituted to prevent the performance of this agreement; provided, however, that the Railroad shall bear its own expenses in connection with any such litigation.

Paragraph 10. The Railroad, at its expense, will acquire, by purchase or condemnation, such additional right of way or easements on private property as may be necessary for the elevation of its tracks and the completion of this grade separation project, as shown on Exhibit "B", except on property owned or controlled by the City, the Highway Department and the Board of Managers of Michigan State Fair, it being understood and agreed that permanent easements on any and all property owned or controlled by either the City, Highway Department and the Board of Managers of Michigan State Fair, necessary for additional railroad right of way in carrying out this grade

separation project, Exhibit "B", shall be Railroad without compensation. The Railroad for. The Railroad assistance of the Managers of Michigan management easements Ground property Railroad, to the ex-

Paragraph 11. To accomplishment of the separation project, the work and the materials therefor, shall the parties hereto, respectively agree to complete, or cause to and completed, in a approved plans and therefor, the portions hereby allocated to the

ly, to wit:
(A) Work by the department: The Highway will furnish, or cause to at its expense, all machinery and equipment required to undertake and perform contractors, all work necessary completion of this project as prescribed and included in the following:

- (1) All general excavation and grading for the depression of State Fair Avenue to provide a grade crossing, including the approaches thereto, intersecting side drives, etc., and beyond the limits of the project.
- (2) The construction of a permanent grade bridge, including bridge abutments, bridge deck, drainage facilities, underdrains, and similar work.
- (3) Railroad right of way, including retaining walls and fencing.
- (4) Sodding railroad embankment.
- (5) Such railroad retaining walls in addition to those shown on Exhibit "B" necessary to support the embankment, tracks and facilities adjacent to the property of Michigan State Fair in lieu of easements hereinbefore provided, except that the Railroad shall not have such conveyance of property is required for when such work has been made undertaken by the City, Highway Department and the Board of Managers of Michigan State Fair, necessary for completion of this grade separation project.
- (6) Work by the Highway Department will furnish, or cause to be furnished, at its expense, all materials, machinery and equipment required for the completion of this grade separation project.

separation project, as shown on Exhibit "B", shall be conveyed to the Railroad without compensation therefor. The Railroad agrees, with the assistance of the Highway Department, to obtain from the Board of Managers of Michigan State Fair, permanent easements on State Fair Ground property in favor of the Railroad, to the extent herein provided.

Paragraph 11. To expedite the accomplishment of the complete grade separation project, the performing of the work and the furnishing of materials therefor, shall be divided by the parties hereto, and they hereby respectively agree to perform and complete, or cause to be performed and completed, in accordance with the approved plans and specifications therefor, the portions of said work hereby allocated to them respectively, to wit:

(A) Work by the Highway Department: The Highway Department will furnish, or cause to be furnished, at its expense, all materials, labor and equipment required and agrees to undertake and perform through contractors, all work necessary to the completion of this project, as described and included herein, as follows:

(1) All general excavation and grading for the depression of State Fair Avenue to provide for the underpass, including the highway approaches thereto, intersecting streets, side drives, etc., and dispose of beyond the limits of the project.

(2) The construction of the complete permanent grade separation bridge, including bridge abutments, wing walls, bridge deck, wall and abutments drains, under-bridge lighting facilities, and similar related work.

(3) Railroad right of way retaining walls and fencing.

(4) Sodding railroad embankment slopes.

(5) Such railroad right of way retaining walls in addition to those shown on Exhibit "B" necessary to properly support the railroad embankment, tracks and facilities adjacent to the property of the Michigan State Fair in lieu of permanent easements hereinbefore provided to be conveyed to the Railroad, in the event that such conveyances shall not have been made when such property is required for this project.

(6) All of the related work allocated to and undertaken by the Highway Department necessary to the completion of this grade separation project.

(B) Work by the City: The City will furnish, or cause to be furnished, at its own expense, all materials, labor and equipment required, and agrees to undertake and perform

with its own forces or through contractors, all work necessary to complete this project, as described and included herein, as follows:

(1) Highway detours and maintenance of highway traffic, including necessary temporary lighting facilities.

(2) All temporary street work necessary to provide access to and from private property during the entire period of construction.

(3) All permanent street work necessary to the completion of this grade separation project, consisting of fine grading, sidewalks, curbs, pavement, drainage system, sodding of highway embankment slopes, street retaining walls, relocation and reconstruction of existing municipally owned utilities, side drives and connections for intersecting streets and private drives, permanent street lighting facilities, including power lines for under-lighting of the bridge structure to be connected into its lighting circuits, and all other related work.

(4) All of the related work allocated to and undertaken by the City necessary to the completion of this grade separation project.

(C) Work by the Railroad: The Railroad will furnish, or cause to be furnished for and at the expense of the Highway Department, all of the materials (including fill and ballast material) labor and equipment required to perform and complete the following items of work and agrees to perform such work using its own forces on a force account basis:

(1) The performance of the temporary and permanent track work consisting of the removal and replacement of tracks and ballast, as indicated on approved plans, furnish, transport, unload and place filling material for raising, widening and forming roadbed and embankments, ballasting, surfacing and aligning of tracks, the re-arrangement and rehabilitation of tracks and appurtenant facilities serving the State Fair Grounds, industrial tracks located within the limits of the construction zone and the installation, maintenance and later removal of temporary switches, crossovers and tracks required to maintain railroad traffic during the construction period.

(2) Necessary temporary and permanent changes in telephone and telegraph lines, signals and signal lines and related work.

(3) Furnish, when and as required, in connection with the work performed by it, temporary operators, switchtenders, conductors, flagmen, and other employees, required for the safe and proper operation of the Railroad during the period of construction, exclusive, however, of such expense caused by work performed by contractors employed by the Highway Department.

(4) Alter, restore or reconstruct that portion of the spur track of the Department of Water Supply of the City necessary to conform to the change in grade of the tracks of the Railroad at and adjacent to State Fair Avenue.

(5) All other related and incidental work necessary to the completion of the work described in this Paragraph C.

It is understood and agreed by all of the parties hereto that in the furnishing of materials, labor and equipment, as hereinabove provided in this Paragraph 11 (C) of this agreement, the Railroad shall have the status of an independent contractor performing grade separation work by force account for the Highway Department at the latter's sole cost and expense, and that its agents and employees shall, while performing any work required by the plans and specifications for said grade separation project, be considered as agents and employees of the Railroad in its capacity as such independent contractor, it being agreed that such work will not be railroad maintenance or repair work, but will be strictly grade separation construction work which, except for this agreement by the Railroad to perform it or cause it to be performed, for the Highway Department on force account, would be performed by the latter itself or by its contractor or contractors.

The Railroad shall keep an accurate and detailed account of the cost and expense incurred by it in the performance of the work which it herein agrees to undertake and perform, which said accounts shall be accessible for review and auditing by the Highway Department and by the Federal Bureau of Public Roads.

The Highway Department will reimburse the Railroad monthly, keeping a 10% reserve on all current bills. Final payment will be made to the Railroad after the Bureau of Public Roads has made its final audit and the Highway Department will pay only such amounts as are approved by the Federal Bureau in accordance with its regulations current at the time of settlement.

Paragraph 12. The Highway Department will advertise its portions of the work (exclusive of that to be furnished and performed for it by the Railroad on force account as provided for in Paragraph 11 (C) above), in accordance with its regulations, considering bids therefor only from contractors pre-qualified by it for such work as approved by the Chief Engineer of the Railroad; shall award the contract therefor subject to the approval of the Railroad, and shall provide the engineering services involved for the work undertaken by it hereunder, including such inspection as it may deem necessary and shall

exercise complete supervision and control over such construction and the award of contracts for this project, a conference shall be held between the representatives of the Highway Department, the City and the Railroad at a time and place to be designated by the Highway Department for the purpose of coordinating the work to be performed by the parties hereunder.

Paragraph 13. The direct supervision and inspection of any part of the work under this agreement shall be handled by the party administering that portion of the work, but the right is hereby reserved by each other party hereto to make such inspection of the work as may be deemed necessary to protect the interests of said other party, with the understanding that all complaints and suggestions will be referred to the party administering the part of the work in question and not to the contractor for said party.

Paragraph 14. All work herein described to be done by the Highway Department on the right of way of the Railroad, shall be performed in a manner satisfactory to the Chief Engineer of the Railroad, or his authorized representative on the ground; and the construction of the grade separation and all improvements to be made hereunder shall be executed without damage, and insofar as possible, without delay to the trains of the Railroad, and the Highway Department and its contractors will observe such restrictions as said Chief Engineer, or his representative on the ground, may impose, to insure the safety and dispatch of persons, and property of, or in care of, the Railroad, and the safe and expeditious operation of its trains. The Highway Department shall require its contractors, upon completion of the work, to remove from within the limits of the railroad right of way, all their machinery, equipment, surplus materials, false-work, rubbish, and temporary buildings, if any, and to leave the right of way in a neat condition satisfactory to the Chief Engineer of the Railroad, or his authorized representative on the ground.

Paragraph 15. The Railroad agrees to designate locations and tracks which may be used by the contractors for material yards, plant layouts and the construction operations in connection with the work involved on and adjacent to its right of way, insofar as the same shall be available, and without expense to the contractors, or to the other parties to this agreement. Such contractors will not be permitted to occupy any portion of the operating tracks of the Railroad or move and construct plant or equipment across the said operating tracks, or to conduct their work in

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 Paragraph 16. In connect
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 (a) Workmen's Compens
 Federal Employers' Liabili
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 (b) Contractors' Public
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 Paragraph 17 (a)
 to the Highway Department

September 9

such a manner that requires workmen to cross said tracks except with special approval in writing by the Chief Engineer of the Railroad; and they shall at all times be required to comply fully with all Railroad rules, regulations and requirements pertaining thereto. In the event of such specific written approval being granted, such contractor shall bear the entire expense caused by or incident thereto, including necessary conductors, flagmen, switchmen, and other employees of the Railroad necessary to protect the contractor's operations; and shall indemnify and save the Railroad harmless from having to pay any damages or costs on account of death of or injury to persons or damage to property caused by, or in any wise arising out of such operations, and the Highway Department shall require its contractors to reimburse the Railroad for all such expense incurred as a result of their respective operations. No provision of this section, or approval by the Railroad, as to the construction operations, shall relieve any contractor of any or all responsibility and liability under this agreement.

Paragraph 16. In connection with the work to be undertaken and performed by the Railroad hereunder, it will arrange for and carry the following insurance in a form and with an insurer, or insurers, acceptable to the Highway Department and City:

(a) Workmen's Compensation and Federal Employers' Liability Insurance.

(b) Contractors' Public Liability Insurance providing for a limit of not less than Fifty Thousand Dollars (\$50,000) for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, an aggregate of Two Hundred Fifty Thousand Dollars (\$250,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and standard Contractors' Property Damage Liability Insurance providing for a limit of not less than Fifty Thousand Dollars (\$50,000) for all damages arising out of injury to or destruction of property in any one accident, and, subject to that limit per accident, an aggregate of One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property during the policy period. If any part of the work is sublet, similar insurance, with like amounts of coverage, shall be provided by or in behalf of the sub-contractors to cover their operations.

(c) Highway Department and City's Protective Public Liability and Property Damage Liability Insurance. In addition to the insurance required by paragraphs (a) and (b) of this paragraph, the Railroad shall furnish to the Highway Department and the

City satisfactory evidence that, with respect to the operations it or any of its subcontractors performs, it has provided for and in behalf of the Highway Department and City, as their interests may appear, standard Protective Public Liability Insurance providing for a limit of not less than Fifty Thousand Dollars (\$50,000) for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, an aggregate of Two Hundred Fifty Thousand Dollars (\$250,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and standard Protective Property Damage Liability Insurance providing for a limit of not less than Fifty Thousand Dollars (\$50,000) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, an aggregate of One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property during the policy period.

The insurance hereinbefore specified and agreed upon in this paragraph shall be carried until all work required to be performed under the terms of this agreement is satisfactorily completed, as evidenced by formal acceptance by the Highway Department.

The premiums paid by the Railroad for its insurance coverage as specified above, shall be considered and treated as a part of the cost of the work done by the Railroad under Paragraph 11 (C) to be reimbursed to it by the Highway Department in accordance with Paragraph 11.

Paragraph 17. In connection with the work to be performed by the Highway Department and the City hereunder, they shall require their contractors, to carry, in addition to any other form of insurance or bonds required under the terms of the contract and specifications, insurance of the following kinds and amounts in a form and with insurers acceptable to the Railroad and the City:

(a) Workmen's Compensation Insurance.

(b) Contractors' Public Liability Insurance providing for a limit of not less than Fifty Thousand Dollars (\$50,000.00) for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, an aggregate of Two Hundred Fifty Thousand Dollars (\$250,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and standard Contractors' Property Damage Liability Insurance providing for a limit of not less than Fifty Thousand Dollars (\$50,000.00) for all damages arising out of injury to or destruction of property in any one accident, and, sub-

ject to that limit per accident, an aggregate of One Hundred Thousand Dollars for all damages arising out of injury to or destruction of property during the policy period. If any part of the work is sublet, similar insurance, with like amounts of coverage, shall be provided by or in behalf of the subcontractors to cover their operations.

(c) Railroad's Protective Public Liability and Property Damage Liability Insurance. In addition to the insurance required by subdivisions (a) and (b) of this paragraph, such contractor shall furnish to the Highway Department and the Railroad satisfactory evidence that, with respect to the operations he or any of his subcontractors perform, he has provided for and in behalf of the Railroad standard Protective Public Liability Insurance providing for a limit of not less than Fifty Thousand Dollars (\$50,000.00) for all damages arising out of bodily injuries to or death of any one person, and subject to that limit for each person, an aggregate of Two Hundred Fifty Thousand Dollars (\$250,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and standard Protective Property Damage Liability Insurance providing for a limit of not less than Fifty Thousand Dollars (\$50,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, an aggregate of One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of injury to or destruction of property during the policy period.

If any of the work is sub-let, insurance with the above mentioned limits shall be provided by or in behalf of the sub-contractors to cover their operations.

Paragraph 18. In the event of accidents occasioning loss of, or damage to property, or injury to, or death of persons, including the property and employees of any of the parties hereto, arising out of or during the course of, or resulting from, the performance of this agreement by the Highway Department, the City and the Railroad, either happening on the right of way of the Railroad, or on the highway, or elsewhere, including accidents occurring on any highway detours provided hereunder, the loss of, or damage to property and injury to, or death of persons, on account thereof, for which any of the parties hereto shall be liable, or be damaged, shall be considered the sole obligation of the party, by or for whom or for whose account the work, out of which the accident arose, was being done at the time of the accident, provided, however,

that to the extent that any such loss, damage, or liability is caused by a contractor of any of the parties hereto, then in such event, the loss, damage, or liability shall be borne by said contractor, but if caused by the joint or concurring negligence of two or more of the parties hereto, it shall be borne by such negligent parties equally.

Paragraph 19. It is expressly understood and agreed, that insofar as the operations and contributions of the Highway Department are involved, the project herein contemplated is to be financed from and limited to funds appropriated by the Federal Government and expended under Federal Laws and Regulations, which laws and regulations are hereby incorporated in and made a part of this agreement, and that in the event delays or difficulties occur in securing necessary federal approval, which render it impracticable to utilize Federal funds from the current appropriation for the construction of the project, and such event occurs before the commencement of work hereunder, the Highway Department may serve written notice thereof upon the other parties hereto and this agreement shall thereupon terminate forthwith.

Paragraph 20. The City agrees that during the construction period it will temporarily close State Fair Avenue in the vicinity of its crossing with the Railroad, to all highway traffic, and that it will provide suitable detours for highway traffic at other points which will not unduly interfere with construction operations, it being understood that pedestrian traffic shall be maintained at all times. Throughout the periods when such detours are being used by and for highway traffic during the construction of the grade separation project, the City agrees, at its own expense, to provide adequate police protection and supervision to direct highway traffic using the said detours and their temporary crossings of the tracks of the railroad if such crossings are at grade.

Paragraph 21. The City agrees that all permanent lighting facilities for the grade separation and temporary lighting, if any, for the detours shall be connected into its lines and that it will pay the cost of the electricity used thereby.

Paragraph 22. The Highway Department and the City agree that they will cause to be inserted in any contracts that they award for the doing of any of the work hereunder, a provision whereby it shall be agreed that each contractor accepts exclusive liability for all contributions under any unemployment compensation, or insurance law, and of the Federal Social Security Board.

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Paragraph 23. I hereto agrees to vigorously and energetically perform the work involved on or before December 31, 1941.

Paragraph 24. The contractor shall be responsible for the construction of the project has been authorized by the Railroad shall, at its own expense, maintain the bridge structure, tracks and shall repair and reconstruct its own expense, portions, of the structure, which shall not be damaged or destroyed by collisions, accidents, or collision with railroad traffic; and its own cost and maintain, repair and reconstruct, all of necessary, all of owned utilities which are damaged or destroyed in connection with the project, including the street crossings, and the structure, and the walls, the paving and drainage structure, main sewers; and the cost of repair and reconstruction, which may be damaged by highway traffic.

Paragraph 25. With respect to the Michigan State Fair Grounds, none of the provisions of this agreement shall be abrogated or changed by the maintenance or operation of the tracks of the Railroad in the vicinity of the construction zone. It is understood that the Railroad shall minimize inconvenience to the public and will deal with the parties individually to their respective tracks and crossings. The Railroad and the City agree to negotiate with the Managers of Michigan State Fair Grounds for the re-arrangement of the State Fair Grounds north and be restored in accordance with Exhibit "B," which will adequately provide for the structure and elimination of the structure in and across State Fair Avenue.

Paragraph 26. Any of the work hereunder may now, or at any time after the date of this agreement, be completed, and from time to time the contractor shall be required to construct or reconstruct the structure and adapt the same to the needs of the project.

Paragraph 23. Each of the parties hereto agrees to prosecute the work vigorously and endeavor to complete on or before December 1, 1939, all of the work involved under this agreement.

Paragraph 24. When the work of construction of said grade separation project has been completed, the Railroad shall, at its own cost and expense, maintain and keep in repair, the bridge structure supporting its tracks and shall repair, or replace, at its own expense, any portion, or portions, of the structure which may be damaged or destroyed by accidents, or collision, resulting from railroad traffic; and the City shall, at its own cost and expense, operate, maintain, repair and renew, when necessary, all of the municipally owned utilities which have been constructed, reconstructed, or relocated in connection with this project, including the street lighting facilities incorporated in the grade separation structure, and the street retaining walls, the paving and sidewalks, curbs, and drainage structures, including main sewers; and the City shall, at its own expense, repair and replace any portion, or portions, of the structure which may be damaged or destroyed by highway traffic.

Paragraph 25. With the exception of the Michigan State Fair Grounds, none of the provisions contained in this agreement shall be construed to abrogate or change existing agreements, relations or practices for the maintenance and operation of any of the tracks of the Railroad serving industries located within the limits of the construction zone, it being understood that the Railroad will carry on its work in such manner as to minimize inconvenience to its industries and will deal with such industries individually to the end that their respective tracks will be rearranged in connection with and as a part of this grade separation project. The Railroad and Highway Department agree to negotiate a satisfactory agreement with the Board of Managers of Michigan State Fair, for the re-arrangement of tracks and appurtenant facilities now serving the State Fair Grounds so that they may be relocated to be served from the north and be restored in the location shown on Exhibit "B," in a manner that will adequately meet the requirements and eliminate the necessity for providing an additional bridge structure in and across State Fair Avenue.

Paragraph 26. Any of the parties hereto may now, or at any time hereafter, and from time to time, at their option, and at their sole cost and expense, construct or provide additional facilities and betterments, together with the necessary construction to adapt the same to the new physical

conditions occasioned by such additional facilities and betterments, provided that all future construction shall maintain the minimum underclearance for the highway, and shall conform to and harmonize with the general appearance of architectural treatment of the project, as approved in connection with this agreement and shown on Exhibit "A" and Exhibit "B."

Paragraph 27. It is specifically understood and agreed that this agreement shall become and be binding upon the parties hereto, their successors and assigns, when, but not until, the Michigan Public Utilities Commission has entered an order authorizing, permitting and approving the foregoing improvement; and the United States Department of Agriculture, Bureau of Public Roads, has approved the project and allocated thereto the necessary funds to pay the estimated cost of the work to be performed by the Highway Department and the State Administrative Board of the State of Michigan has, by resolution, approved the project and authorized the State Highway Commissioner to proceed therewith, and the Common Council of the City, has, by resolution, authorized and directed the Mayor and City Clerk to execute this agreement in behalf of the City.

In Witness Whereof, the parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized the day and year first above written.

MICHIGAN STATE HWY. DEPT.
By MURRAY D. VAN WAGONER,
State Highway Commissioner.

CITY OF DETROIT
By RICHARD W. READING,
Its Mayor.

Approved:
GRAND TRUNK WESTERN RAILROAD COMPANY,
By D. C. GRANT,
Its Vice-President.

Approved for the Grand Trunk Western Railroad Co. as to Accounting Features:
By: T. J. GRACEY,
Its Auditor.

Approved for the Michigan State Highway Department as to form:
By
Its Director of Land and Legal Division.

Attest:
By FRED W. CASTATOR:
Its City Clerk.

Attest:
By E. W. HOTCHKISS,
Its Secretary.

Approved by and for the City of Detroit as to form only:
By RAYMOND J. KELLY,
Its Corporation Counsel.

Approved by and for the Grand Trunk Western Railroad as to form:
 By H. V. SPIKE,
 Its General Counsel.

Approved for the Michigan State Highway Department, the City of Detroit and the Grand Trunk Western Railroad Company as to substance and engineering:

By L. A. MILLARD,
 Its Bridge Engineer,
 Michigan State Hwy. Dept.

By G. R. THOMPSON,
 Its City Engineer,
 City of Detroit.

By F. P. SISSONS,
 Chief Engineer,
 Grand Trunk Western Ry. Co.

By Councilman Breitmeyer:

Whereas, formal agreements have been prepared between the Michigan State Highway Department, the City of Detroit and the Grand Trunk Western Railroad Company, with reference to the construction of a grade separation at State Fair Avenue and the Grand Trunk Railroad; and

Whereas, the Common Council deems it advantageous to the City to accept the terms respecting the City's contribution toward the cost of the improvement; therefore be it

Resolved, that the Mayor and City Clerk are hereby authorized and directed to execute said agreement for and on behalf of the City of Detroit; and be it further

Resolved, that the City Controller be and is hereby directed to make funds available to cover the City's share in the cost of the above named grade separation project.

Adopted as follows:

Yeas—Councilmen Breitmeyer, Dingeman, Lodge and Smith—4.

Nays—The President—1.

Adopted as follows:

Yeas—Councilmen Dorais, Garlick, Lodge, Sweeny, Van Antwerp and the President—6.

Nays—None.

From the Corporation Counsel

September 8, 1941.

To the Honorable the Common Council:

Gentlemen—In accordance with your instructions, we have prepared a Resolution and Amendments to the Zoning Ordinance covering changes in Section 3.9 and in District Maps 3, 10, 17, 18, 22, 24, 28, 30, 32, 34, 35, 39, 41, 45, 48, 49, 51, 53, 56, 67 and 68 of Ordinance No. 171-D.

A public hearing must be held by the Common Council and there must be a publication of the proposed Amendments and the date of the public hearing in the official paper of the City, or in a paper of general

circulation in the city, at least fifteen (15) days prior to the public hearing.

Respectfully yours,
 ARTHUR L. BARKEY,
 Ass't Corporation Counsel.

Approved:
 PAUL E. KRAUSE,
 Corporation Counsel.

By Councilman Dorais:

Whereas, Act No. 207 of the Public Acts of 1921 for the State of Michigan, the Zoning Enabling Statute, provides that neither a Zoning Ordinance nor a Zoning Map enacted pursuant to its provisions, shall be amended after they have been adopted in the first instance until the proposed amendment has been submitted to the Zoning Commission and such Commission has made a report thereon to the legislative body of a City; and

Whereas, it is proposed to amend Section 3.9 of the Zoning Ordinance and its District Maps 3, 10, 17, 18, 22, 24, 28, 30, 32, 34, 35, 39, 41, 45, 48, 49, 51, 53, 56, 67 and 68 as follows:

1. That Section 3.9 be and the same is hereby amended to read as follows:

Sec. 3.9. Boundaries of Districts.

Unless otherwise shown, the district boundaries are street lines, alley lines or the subdividing or boundary lines of recorded plats, or the extensions thereof, and where the districts designated on the maps accompanying and made a part of this Ordinance are approximately bounded by street lines, alley lines, or the subdividing or boundary lines of recorded plats, such lines or the extensions thereof shall be considered to be the district boundaries.

Where, due to the scale or illegibility of the district maps or due to the absence of street, alley, or recorded subdividing or plat lines, there is any uncertainty, contradiction, or conflict as to the intended location of any district boundaries on a district map, the Commission shall have the power and duty of interpreting the intent of said district map so as to determine and designate the proper location for such district boundaries in accordance with the spirit and purpose of this ordinance.

2. That District Map 3 be changed to show B. L. district classification where M L 6 district classification is shown in the area on the west side of Sixth Avenue between Charlotte Avenue and Grand River Avenue.

3. That District Map 10 be changed to show M L district classification where R2 District classification is shown in the area described as Lots 1, 2, 84 to 93 inclusive, and vacated alley and vacated Goodwin Avenue in Mott Moore's Subdivision, and located in the area bounded north by Lynn Street, east by Cameron Avenue, south by Westminister Avenue, and west by Oakland Avenue.

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4. That District Map 17 be changed to show R 1 district classification in the area on the south side of Dale Avenue between Hawthorne Avenue and the alley east of ...

5. That District Map 18 be changed to show R 1 district classification where M H district classification is shown in the area bounded north by Hildale Avenue, west by the alley of Justine Avenue, south by ... Avenue, thence northerly on ... Avenue, and thence northerly westerly on Stockton Avenue to Healy Avenue, and thence northerly to show R 2 district classification where R 1 district classification is shown in the area on the east Hoover Avenue between Gietze Avenue and the alley north of Mc ... Road.

7. That District Map 24 be changed to show B 2 district classification in the area bounded northerly by the boundary line between the City of Detroit and the City of Hamtramck easterly by the alley easterly of ... Avenue, southerly by Manu ... westerly by Conant Avenue.

That District Map 24 further be changed to show R 2 district classification in the area bounded by the boundary line between the City of Detroit and the City of Hamtramck by Manuel, and by the alley easterly of Conant Avenue.

8. That District Map 28 be changed to show B 2 district classification where R 2 district classification is shown in the area on the south side of Forest Avenue between Mc ... Avenue and the alley west of ... Avenue.

That District Map 28 further be changed to show R 2 district classification where R M 4 district classification is shown in the area east side of Fairview Avenue between Warren Avenue and Shoemaker Avenue.

9. That District Map 30 be changed to show R 2 district classification where B 2 district classification is shown in that part of the ... Avenue between the southerly side of ... Avenue and Holcomb Avenue ... Avenue, Lots 6 to 8 inclusive on the west side of ... Avenue, Lots 9 to 11 inclusive on the east side of ... Avenue, Lots 22 to 24 of Belvidere Avenue, on the east side of ... Avenue, all being part of that subdivision of ... Honora Keenan, deceased, in Lots 17 and 18 of the ... Robert Beaubien ...