

Department of Public Works

November 20, 2000

Honorable City Council:

Re: Transfer of Jurisdiction and Campus Martius Redevelopment Agreement with MDOT; Cancellation of MDOT PO #2535599 regarding transfer of jurisdiction of Grand River

The City has negotiated an agreement with the Michigan Department of Transportation ("MDOT"), entitled "Transfer of Jurisdiction and Campus Martius Redevelopment Agreement," CPO #2539378, that will result in the transfer of jurisdiction of several streets in the City of Detroit, as follows:

1. MDOT will transfer to the City legal jurisdiction of certain streets in the Campus Martius area. This transfer will permit the expeditious reconfiguration of the streets around Campus Martius and the re-establishment of the Campus Martius Park. These streets are: Woodward between Michigan and Jefferson; Fort Street between Griswold and Woodward; Cadillac Square between Woodward and Randolph; and Michigan between Griswold and Woodward.

2. The City will transfer to MDOT legal jurisdiction of the following streets; Davison from the I-96 right-of-way to Rosa Parks; Woodward from Adams to Grand River; and Fort Street from the northeast bound on-ramp to I-75 (terminus of M-85) to Clark Street.

As part of the transfer, MDOT will assume the obligations for reconstructing Fort Street and the related bridges on Fort Street, and bringing the portions of Woodward and Davison transferred to MDOT up to MDOT standards, at a cost estimated by MDOT of over \$85 million. To assist in the financing of the improvements to Fort Street, the related bridges, and the portions of Davison and Woodward transferred to the State, the City will forego ten percent (10%) of its share of Michigan Transportation Fund (Public Act 51 funds) over the next 10 years. That amount is estimated to be approximately \$61 million.

In a related matter, on September 28, 2000, your Honorable Body approved contract number 2535599 pursuant to which MDOT was to transfer jurisdiction of Grand River (M-5) to the City. However, upon further discussion, the City and MDOT have agreed that it is in the best interest of both parties for MDOT to retain jurisdiction of Grand River. Therefore, we are requesting that your Honorable Body rescind the resolution dated September 28, 2000.

An appropriate resolution is attached for consideration by your Honorable Body. A waiver of reconsideration is respectfully requested.

Respectfully submitted,
STEPHANIE R. GREEN
Interim Director-DPW

By Council Member Scott:

Resolved, in accordance with the foregoing communication, the Transfer of Jurisdiction and Campus Martius Redevelopment Agreement between the City of Detroit, by and through the Department of Public Works, and the Michigan Department of Transportation, CPO #2539378, is approved; and

Resolved Further, in approving this resolution the Detroit City Council understands that MDOT policies and procedures necessitate direct and substantial involvement of the City prior to making any decision or implementing any plan with respect to an extension of the Davison Freeway; and

Resolved Further, the Detroit City Council joins the Mayor in finding that Davison should not be considered for freeway development; and

Resolved Further, the Detroit City Council requests to be kept informed of all proposals regarding future development of or improvements to Davison; and

Resolved Further, the resolution adopted by this City Council on September 28, 2000, approving Contract Number 2535599, is rescinded.

Waiver of reconsideration requested.

**TRANSFER OF JURISDICTION AND
CAMPUS MARTIUS
REDEVELOPMENT AGREEMENT**

CAB

Control Section _____

Job Number _____

Contract 00-_____

THIS CONTRACT is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT," and the CITY OF DETROIT, hereinafter referred to as the "CITY," for the purpose of fixing the rights and obligations of the parties in agreeing to the transfer of legal jurisdiction of roads between the parties within the CITY in connection with the redevelopment of the Campus Martius area within the CITY.

WITNESSETH:

WHEREAS, the CITY is planning a major redevelopment of the land adjacent to DEPARTMENT roadways in the Campus Martius area within the CITY; and

WHEREAS, the parties agree that such redevelopment will have structural and traffic impacts on such roadways, such that they will no longer function as state trunklines; and

WHEREAS, the parties also acknowledge and agree that the public interest would be better served if jurisdiction of several CITY streets were to be transferred to the DEPARTMENT's control; and

WHEREAS, the DEPARTMENT is willing to allow the CITY to proceed with the

Council Member Scott:
 Resolved, in accordance with the foregoing communication, the Transfer of jurisdiction and Campus Martius development Agreement between the City of Detroit, by and through the Department of Public Works, and the Michigan Department of Transportation, Contract #2539378, is approved; and
 Resolved Further, in approving this resolution the Detroit City Council understands that MDOT policies and procedures necessitate direct and substantial involvement of the City prior to making any decision or implementing any plan with respect to an extension of the Davison Freeway; and
 Resolved Further, the Detroit City Council joins the Mayor in finding that the Davison Freeway should not be considered for extension; and
 Resolved Further, the Detroit City Council requests to be kept informed of all proposals regarding future development or improvements to Davison; and
 Resolved Further, the resolution adopted by this City Council on September 28, 2000, approving Contract Number 35599, is rescinded.
 Waiver of reconsideration requested.

TRANSFER OF JURISDICTION AND CAMPUS MARTIUS REDEVELOPMENT AGREEMENT

Control Section _____
 Sub Number _____
 Contract 00- _____

THIS CONTRACT is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT," and the CITY OF DETROIT, hereinafter referred to as the "CITY," for the purpose of fixing the rights and obligations of the parties in agreeing to the transfer of legal jurisdiction of roads between the parties within the CITY in connection with the development of the Campus Martius area within the CITY.

WITNESSETH:
 WHEREAS, the CITY is planning a major redevelopment of the land adjacent to the DEPARTMENT roadways in the Campus Martius area within the CITY;
 WHEREAS, the parties agree that such development will have structural and traffic impacts on such roadways, such that they will no longer function as state arterials; and
 WHEREAS, the parties also acknowledge and agree that the public interest would be better served if jurisdiction of several CITY streets were to be transferred to the DEPARTMENT's control; and
 WHEREAS, the DEPARTMENT is willing to allow the CITY to proceed with the

Campus Martius development, under certain conditions as herein set forth; and
 NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties agree to the transfer of legal jurisdiction of the following roadways ("CAMPUS MARTIUS ROADS") from the DEPARTMENT to the CITY, as shown on "EXHIBIT II" attached herein and made a part hereof:

- A. Woodward Avenue (M-1) between the center line of Michigan Avenues (US-12) and the center line of Jefferson Avenue (M-10), approximately 0.24 miles;
- B. Fort Street (M-3) between the center line of Griswold Street and the center line of Woodward Avenue (M-1), approximately 0.05 miles; continuing easterly along Cadillac Square between the center line of Woodward Avenue (M-1) and the center line of Randolph Street (M-3), approximately 0.17 miles;
- C. Michigan Avenue (US-12) between the center line of Griswold and the center line of Woodward (M-1), approximately 0.07 miles.

2. The parties agree to the transfer of legal jurisdiction of the following streets ("NEW DEPARTMENT ROADS") from the CITY to the DEPARTMENT as shown on "EXHIBIT I" attached herein and made a part hereof:

- A. West Davison Street from the I-96 right-of-way easterly to the centerline of Rosa Parks Street (approximately 1.9 miles);
- B. Woodward Avenue approximately from the centerline of Adams southerly to centerline of Grand River Avenue (approximately 0.23 miles);
- C. West Fort Street from the northeast bound on-ramp to I-75 (terminus of M-85) to the centerline of Clark Street (approximately 4.09 miles).

3. In consideration for the benefits to be received by the CITY in connection with the redevelopment of Campus Martius, the CITY and the DEPARTMENT also agree to the following:

- A. 1. Subject to adjustment as set forth in the following paragraphs, the CITY agrees to an annual reduction of ten percent (10%) of the CITY's share of funds received from the Michigan Transportation Fund in connection with Public Act 51 of 1951, as amended, to defray the cost to the DEPARTMENT for improving the NEW DEPARTMENT ROADS, including bridges related to the NEW DEPARTMENT ROADS. The annual reduction shall begin as of July 1, 2001, and shall continue for a period of ten (10) years, which sum is expected to total Sixty-One Million Dollars (\$61,000,000.00) based on the CITY's allocation of Public Act 51 funds as of the execution date of this contract. The

DEPARTMENT has estimated the cost for improving the NEW DEPARTMENT ROADS, including the related bridges, to be in excess of Eighty-Five Million Dollars (\$85,000,000.00). The reduction in the CITY's share of the Act 51 Funds will allow the DEPARTMENT to start and complete the improvements to the NEW DEPARTMENT ROADS much sooner than would otherwise be possible.

2. The DEPARTMENT acknowledges that the CITY's local participation share for the improvements to be made to the NEW DEPARTMENT ROADS is included within the ten percent (10%) reduction of Act 51 funds. In other words, the CITY's local participation share will either be paid by the DEPARTMENT, or if accounting procedures require the CITY to actually pay its local participation share for such improvements, then the ten percent (10%) annual reduction obligation of the CITY will be offset by the amount of such payment. The CITY's local participation obligations will not otherwise be affected by this contract or the reduction of Act 51 funds pursuant to this contract. In addition, once the DEPARTMENT has incurred cumulative project costs for improvements to the NEW DEPARTMENT ROADS equal to the total amount of Act 51 funds to be transferred from the CITY under the terms of this contract, then statutory Act 51 cost participation by the CITY for improvements to the NEW DEPARTMENT ROADS shall resume. The CITY and the DEPARTMENT agree to cooperate in terms of the mechanics of accounting for the reduction of Act 51 funds (and any adjustments thereto) pursuant to this contract in order to accommodate each party's respective accounting requirements; however, in any event the parties agree that such accounting will reflect the original amount as well as any reductions and/or adjustments.

3. In the event that Public 51 of 1951 is amended or replaced with any other law providing a different scheme for the distribution or expenditure of taxes and fees restricted to transportation purposes under Const 1963 Art 9 sec. 9, the annual payments of ten percent (10%) of the CITY's Act 51 funds shall be made or taken from such restricted transportation funds as are otherwise made available to or for the CITY.

- B. 1. *Davison Street reimbursements.* The DEPARTMENT agrees to reimburse the CITY for its expenditures of local "match" of federal aid for recent improvements made by the CITY to West Davison Street (the CITY's local match for such improvements is estimated at approximately \$350,000.00), provided, however, that the DEPARTMENT shall be entitled to offset such reimbursement by the expenditures the DEPARTMENT incurs for additional safety and traffic improve-

ments that will need to be undertaken by the DEPARTMENT to ensure that West Davison Street functions as a state trunkline. In no event shall the City be obligated to reimburse the DEPARTMENT for such DEPARTMENT expenditures. The funds for the reimbursement shall be drawn from or credited against the funds provided by the CITY under section 3.A. of this contract, according to accounting procedures agreed to by the DEPARTMENT and CITY under Section 3.A. of this contract.

2. *Fort Street reimbursements.* The DEPARTMENT agrees to reimburse the CITY for the cost the CITY has incurred for engineering design work for rehabilitation of bridges between Clark Street and Schaefer Highway on Fort Street. The cost, estimated at approximately \$300,000.00, will be verified by invoices produced by the CITY and reviewed by the DEPARTMENT. The reimbursement will be made no later than the CITY's Fiscal Year 2001. The funds for the reimbursement shall be drawn from or credited against the funds provided by the CITY under section 3.A. of this Contract, according to accounting procedures agreed to by the DEPARTMENT and the CITY under section 3.A. of this contract.

C. If upon the expiration of 90 days after execution of this contract the CITY has not presented a plan agreeable to the DEPARTMENT to improve the reliability of electric power service for powering existing state trunkline signals, the CITY agrees to discuss allowing the DEPARTMENT to use an alternative energy source other than that provided by the CITY for powering state trunkline signals and lighting.

4. The parties agree to promptly execute quitclaim deeds and/or other documents necessary to transfer title to any right-of-way held in fee simple by the DEPARTMENT and by the CITY, as follows. The DEPARTMENT agrees to promptly transfer any right-of-way held in fee simple associated with the CAMPUS

MARTIUS ROADS to the CITY. The CITY agrees to promptly transfer any right-of-way held in fee simple associated with the NEW DEPARTMENT ROADS to the DEPARTMENT. Failure to receive such documents shall not affect the transfer of legal jurisdiction of the roads as set forth in the following section, nor prohibit either party from implementing improvements or modifications to the roads it has acquired under this contract.

5. Upon transfer of legal jurisdiction of the CAMPUS MARTIUS ROADS from the DEPARTMENT to the CITY, which shall occur when this contract is binding in accordance with the following section, the parties acknowledge and agree that the CITY is authorized to implement improvements and modifications to the CAMPUS MARTIUS ROADS with or without the consent of the DEPARTMENT.

6. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized official(s) for the CITY and for the DEPARTMENT; upon the adoption of a resolution of the Detroit City Council approving this contract and authorizing the signatures thereto of the respective official(s) of the CITY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board and the State Transportation Commission, evidence of which shall also be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF DETROIT

By: STEPHANIE R. GREEN
Director of its Department of Public Works

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Department Director MDOT

CAMPUS MARTIUS ROADS to the CITY. The CITY agrees to promptly transfer any right-of-way held in fee simple associated with the CAMPUS MARTIUS ROADS to the CITY DEPARTMENT. Failure to receive such documents shall not affect the transfer of legal jurisdiction of the roads as set forth in the following section, nor prohibit either party from implementing improvements or modifications to the roads it has acquired under this contract.

5. Upon transfer of legal jurisdiction of the CAMPUS MARTIUS ROADS from the CITY DEPARTMENT to the CITY, which shall occur when this contract is binding in accordance with the following section, the parties acknowledge and agree that the CITY is authorized to implement improvements and modifications to the CAMPUS MARTIUS ROADS with or without the consent of the DEPARTMENT.

6. This contract shall become binding upon the parties hereto and of full force and effect upon the signing thereof by the duly authorized official(s) for the CITY and for the DEPARTMENT; upon the adoption of a resolution of the Detroit City Council approving this contract and authorizing the signatures thereto of the respective official(s) of the CITY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board and the State Transportation Commission, evidence of which shall also be attached to this contract.

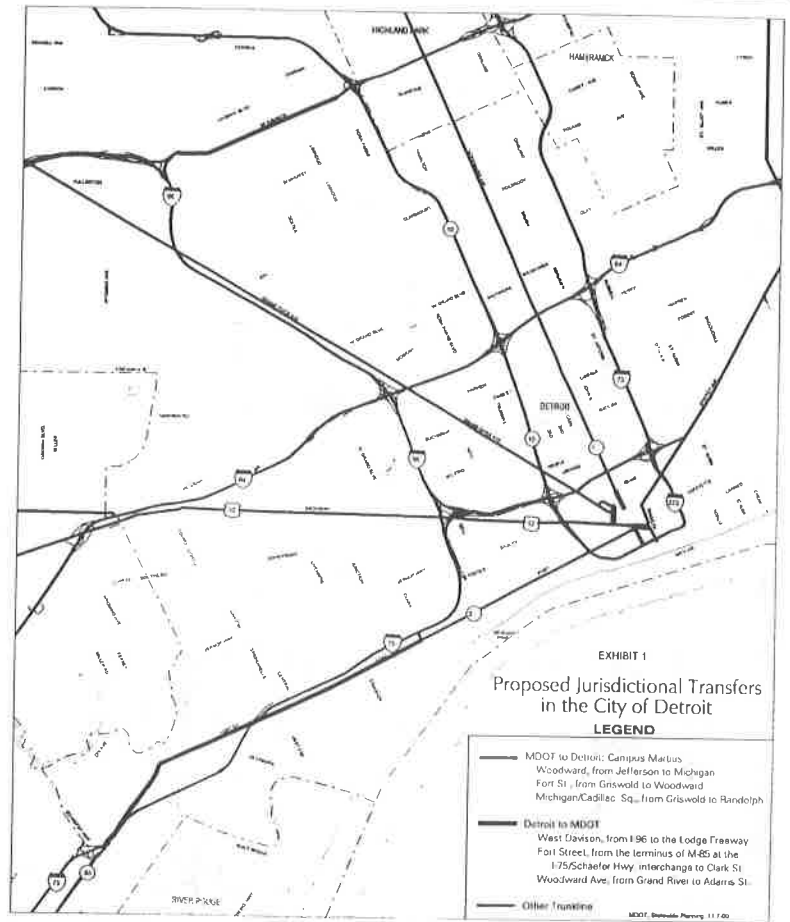
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

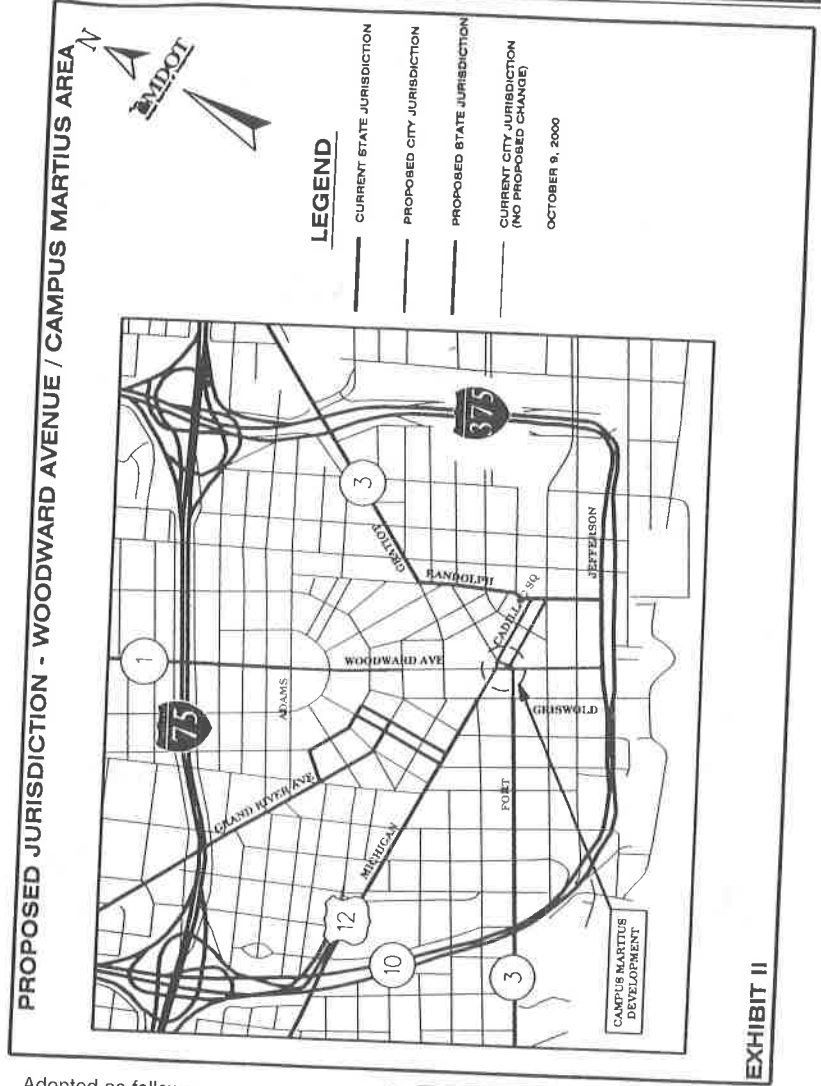
CITY OF DETROIT

By: STEPHANIE R. GREEN
Director of its Department of Public Works

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Department Director MDOT





Adopted as follows:

Yeas — Council Members Cleveland, K. Cockrel, Jr., S. Cockrel, Everett, Hood, Mahaffey, Scott, Tinsley-Talabi, and President Hill — 9.

Nays — None.

**Finance Department
Purchasing Division**

November 14, 2000

Honorable City Council:

Re: 2507145—Change Order No. 1 — 100% City Funding — To provide continued services to support & maintain the structure and functions of the Joint Labor — Management/ Total Quality Management Partnership. Sondra Jenkins, 19395 Strathcona, Detroit, MI 48203. Contract period: Until June

30, 2001. \$8,300.00 per month. Contract increase: \$100,000.00. Not to exceed: \$250,000.00. Human Resources.

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

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

Respectfully submitted,
BARBARA BONNER for
AUDREY P. JACKSON
Purchasing Director

By Council Member Everett:

Resolved, That Contract Number 2507145, referred to in the foregoing communication dated November 15,