



COUNTY MICHIGAN

OAKLAND COUNTY BUILDING AUTHORITY

OAKLAND COUNTY EXECUTIVE L. BROOKS PATTERSON

ERIC McPHERSON, Chairperson
ANDY MEISNER, Vice-Chairperson &
O.C. Treasurer
DONALD SNIDER, Secretary
JAMELE HAGE
GERALD POISSON, O.C. Executive

AGENDA

Wednesday, August 14, 2019

9:00 a.m.

Public Works Building
Facilities Management Conference Room, 1st Floor
One Public Works Drive
Waterford, MI 48328

1. Roll Call
2. Approval of Agenda – **Committee Action Required**
3. Approval of Minutes – **Committee Action Required**
4. Comments from Public
5. Bond Resolution (including lease approval) (pages **1** thru **59**) – **Committee Action Required**
6. Animal Shelter Project (pages **60** thru **66**)
 - a) Project Work In Progress, Statement of Fund Balance, Balance Sheet (pages **60** thru **63**) – **Informational**
 - b) Invoice(s) Project (page **64**) – **Committee Action Required**
7. Infrastructure – IT Projects (pages **67** thru **71**)
 - a) Project Work In Progress, Statement of Fund Balance, Balance Sheet (pages **67** thru **69**) – **Informational**
 - b) Invoice(s) Steam Tunnel Project (page **70**) – **Committee Action Required**
8. Other Business
 - a) Per Diem – **Informational**
9. Adjourn until next regular meeting on **Wednesday, September 11, 2019**

\$37,000,000 OAKLAND COUNTY BUILDING AUTHORITY BONDS

At a meeting of the Commission of the Oakland County Building Authority held in the Building in _____, Michigan on _____, 2019, at 11:00 am., Eastern Time, there were

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by _____ and seconded by _____.

**BOND RESOLUTION (INCLUDING LEASE APPROVAL)
\$37,000,000 Oakland County Building Authority
Building Authority Bonds, Series 2020**

WHEREAS, pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (the "Act"), the Oakland County Building Authority (the "Authority") and the County of Oakland (the "County") have or will enter into a Full Faith and Credit General Obligation Lease Contract (the "Lease") dated as of December 15, 2018, which provides or will provide, among other things, for the sale by the Authority of building authority bonds in one or more series in the maximum aggregate principal amount of not to exceed \$37,000,000, for the purpose set forth in the attached APPENDIX A (the "Project"); and

WHEREAS, the Lease will further provide for the lease of the Project by the Authority to the County for a period extending beyond the last maturity of the bonds authorized herein and for the payment by the County to the Authority as cash rental such periodic amounts as shall be sufficient to enable the Authority to pay the principal of and interest on such bonds; and

WHEREAS, the County will pledge its full faith and credit for the payment of the cash rentals and pursuant to such pledge is authorized and obligated to levy each year, to the extent necessary, such ad valorem taxes as shall be necessary for the payment of such cash rentals, subject to applicable statutory and constitutional limitations on the taxing power of the County, all as more fully set forth in the Lease; and

WHEREAS, the obligation of the County to make such cash rental payments will not be subject to any set-off by the County nor shall there be any abatement of the cash rentals for any cause; and

WHEREAS, the County will agree to pay to the Authority all operating expenses of the Authority and has agreed to pay all expenses in connection with the operation and maintenance

of the Project and to provide fire and extended insurance and liability insurance in connection with it.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE OAKLAND COUNTY BUILDING AUTHORITY as follows:

1. **Approval of Project and Lease.** The Commission hereby determines it to be advisable and necessary to construct the Project in accordance with the terms of the Lease (attached as APPENDIX A) which is hereby approved and in accordance with the plans for the Project which are hereby approved. The Project and the estimated cost of the Project and period of usefulness thereof, all as set forth on EXHIBIT A of APPENDIX A are hereby approved. The Chairperson and the Secretary of the Commission (hereinafter referred to respectively as the "Chairperson of the Authority" and "Secretary of the Authority") are hereby authorized to execute and deliver the Lease on behalf of the Authority.

2. **Bond Details.** Pursuant to the Act and after the effective date of the Lease, the bonds of the Authority for part of the project shall aggregate the principal sum of not to exceed \$37,000,000 and shall be issued to for the purpose of constructing, furnishing and equipping a project in the County of Oakland(the "Project") as described in the lease. The bonds shall be known as "Oakland County Building Authority, Building Authority Bonds, Series 2020" (the "Bonds") and shall be dated November 1, 2019 or such later date not more than twelve calendar months thereafter as the Treasurer of the Authority shall provide in the Official Notice of Sale. The Bonds shall be fully registered Bonds, both as to principal and interest, in any one or more denominations of \$5,000 or a multiple of \$5,000 numbered from 1 upwards as determined by the Treasurer of the Authority, regardless of rate and maturity date. Subject to the approval of the Financial Consultant as set forth in paragraph 24 of this Resolution, the Bonds shall mature on September 1 in each year as follows with any such changes as are approved by the Treasurer of the Authority in the Award Order:

<u>YEAR</u>	<u>PRINCIPAL</u>	<u>YEAR</u>	<u>PRINCIPAL</u>	<u>YEAR</u>	<u>PRINCIPAL</u>
2020	\$1,370,000.00	2027	\$1,685,000.00	2034	\$2,075,000.00
2021	1,410,000.00	2028	1,735,000.00	2035	2,145,000.00
2022	1,455,000.00	2029	1,790,000.00	2036	2,220,000.00
2023	1,500,000.00	2030	1,840,000.00	2037	2,300,000.00
2024	1,545,000.00	2031	1,895,000.00	2038	2,380,000.00
2025	1,590,000.00	2032	1,955,000.00	2039	2,460,000.00
2026	1,635,000.00	2033	2,015,000.00		

The Bonds shall be in substantially the form attached hereto as APPENDIX B with such changes, additions or deletions as are not inconsistent with this resolution.

3. **Discount.** The Bonds may be offered for sale at a price of not less than 99% or more than 105% of the face amount thereof, and the Treasurer of the Authority is authorized, in his or her discretion, to provide for a higher or lower minimum purchase price in the Request for Proposal of the Bonds.

4. **Interest Payment and Date of Record.** The Bonds shall bear interest payable March 1, 2020 and each September 1 and March 1 thereafter, until maturity, which interest shall not exceed 6% per annum. Interest shall be paid by check or draft mailed to the registered owner of each Bond as of the applicable date of record, provided, however, that the Treasurer of the Authority may agree with the bond registrar on a different method of payment. If interest is paid differently, the Bond form attached as APPENDIX B and Official Notice of Sale form attached as APPENDIX C shall be changed accordingly.

The date of record for each interest payment shall be the 15th day of the calendar month preceding the date such payment is due.

5. **Prior Redemption.** Bonds maturing prior to eight years after the date of issuance, shall not be subject to redemption prior to maturity. Bonds maturing on or after eight years after the date of issuance shall be subject to redemption prior to maturity at the option of the Authority, in any order, in whole or in part on any date on or after eight years after the date of issuance, as shall be determined by the chairperson of the Authority in the Official Notice of Sale for the Bond Issue. Bonds called for redemption shall be redeemed at par, plus accrued interest to the date fixed for redemption.

With respect to partial redemptions, any portion of a bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion and the amount not being redeemed each constitutes an authorized denomination. In the event that less than the entire principal amount of a bond is called for redemption, upon surrender of the Bond to the bond registrar, the bond registrar shall authenticate and deliver to the registered owner of the Bond a new bond or bonds in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each bond being redeemed by first class mail at least thirty (30) days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption if different than otherwise provided in this Resolution. Any defect in such notice shall not affect the validity of the redemption proceedings. Bonds so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the bond registrar to redeem the same.

6. **Capitalized Interest.** As the Treasurer of the Commission (hereinafter referred to as the "Treasurer of the Authority") so orders prior to the time of delivering the Bonds, up to two years of the interest payable on the Bonds is to be capitalized; and excess amounts of proceeds over actual Project costs shall be transferred to the Principal and Interest Fund established herein and used to reduce the County's next due cash rentals as provided in the Lease.

7. **Reduction in Aggregate Amount of Bonds.** In the event the final estimated cost of construction of the Project shall be less than the current estimate after this bond resolution has been adopted, or it is determined by the Authority that more than one series of bonds should be issued, the Treasurer of the Authority shall reduce the principal amount of the Bonds by \$5,000 denominations, one such denomination for each maturity beginning in any order or maturity, to the extent required to avoid the issuance of more Bonds than will be required to construct the

Project or to construct that part of the Project to be included in the first series of bonds, and the Official Notice of sale shall be correspondingly altered.

8. **Bond Registrar and Paying Agent/Book Entry Depository Trust.** The Treasurer of the Commission of the Building Authority (the "Treasurer of the Authority") shall designate, and may enter into an agreement with, a bond registrar and paying agent for the Bonds (sometimes referred to as the "Bond Registrar") which shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Treasurer of the Authority from time to time as required may designate a similarly qualified successor bond registrar and paying agent. The Bonds shall be deposited with a depository trustee designated by the Treasurer of the Authority who shall transfer ownership of interests in the Bonds by book entry and who shall issue depository trust receipts or acknowledgments to owners of interests in the Bonds. Such book entry depository trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the Treasurer of the Authority after consultation with the depository trustee. The depository trustee may be the same as the Bond Registrar otherwise named by the Treasurer or Secretary, and the Bonds may be transferred in part by depository trust and in part by transfer of physical certificates as the Treasurer or Secretary may determine.

9. **Transfer or Exchange of Bonds.** Any bond shall be transferable on the bond register of the Authority maintained by the Bond Registrar with respect to the Bonds upon the surrender of the Bond to the Bond Registrar together with an assignment executed by the registered owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned bond, the Bond Registrar shall authenticate and deliver a new bond or bonds in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees.

Bonds may likewise be exchanged for one or more other Bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the Bond or Bonds being exchanged. Such exchange shall be affected by surrender of the Bond to be exchanged to the Bond Registrar with written instructions signed by the registered owner of the Bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of a Bond with proper written instructions the Bond Registrar shall authenticate and deliver a new bond or bonds to the registered owner of the Bond or his or her properly designated transferee or transferees or attorney.

Any service charge made by the Bond Registrar for any such registration, transfer or exchange shall be paid for by the Authority (subject, however, to reimbursement by the County pursuant to the Lease), unless otherwise agreed by the Authority and the Bond Registrar. The Bond Registrar may, however, require payment by a bondholder of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

10. **Mutilated, Lost, Stolen or Destroyed Bonds.** In the event any bond is mutilated, lost, stolen or destroyed, the Chairperson and the Secretary of the Authority may, on

behalf of the Authority, execute and deliver, a new bond having a number not then outstanding, of like date, maturity and denomination as that mutilated, lost, stolen or destroyed.

In the case of a mutilated bond, a replacement bond shall not be delivered unless and until such mutilated bond is surrendered to the Bond Registrar. In the case of a lost, stolen or destroyed bond, a replacement bond shall not be delivered unless and until the Authority and the Bond Registrar shall have received such proof of ownership and loss and indemnity as they determine to be sufficient, which shall consist at least of (i) a lost instrument bond for principal and interest remaining unpaid on the lost, stolen or destroyed bond; (ii) an affidavit of the registered owner (or his or her attorney) setting forth ownership of the Bond lost, stolen or destroyed and the circumstances under which it was lost, stolen or destroyed; (iii) the agreement of the owner of the Bond (or his or her attorney) to fully indemnify the Authority and the Bond Registrar against loss due to the lost, stolen or destroyed bond and the issuance of any replacement bond; and (iv) the agreement of the owner of the Bond (or his or her attorney) to pay all expenses of the Authority and the Bond Registrar in connection with the replacement, including the transfer and exchange costs which otherwise would be paid by the Authority.

11. **Execution and Delivery.** The Chairperson of the Authority and the Secretary of the Authority are hereby authorized and directed to execute the Bonds for and on behalf of the Authority by manually executing the same or by causing their facsimile signatures to be affixed. If facsimile signatures are used, such bonds shall be authenticated by the Bond Registrar before delivery. The Bonds shall be sealed with the Authority's seal or a facsimile thereof shall be imprinted thereon. When so executed and (if facsimile signatures are used) authenticated, the Bonds shall be delivered to the Treasurer of the Authority, who is hereby authorized and directed to deliver the Bonds to the purchaser upon receipt in full of the purchase price for the Bonds.

12. **Cash Rentals Pledged.** The cash rental payments required to be paid by the County to the Authority pursuant to the Lease are hereby irrevocably pledged for the payment of principal of and interest on the Bonds. To secure payment of the principal of and interest on the Bonds (and any additional bonds of equal standing which may be issued by the Authority) there is hereby created a lien (made a statutory lien by the Act) to and in favor of the holders of the Bonds upon the cash rental payments required to be paid by the County pursuant to the Lease. The cash rental payments pledged to the payment of the principal of and interest on the Bonds shall be and remain subject to the statutory lien until the principal of and interest on the Bonds have been paid in full. The holder or holders of the Bonds representing in the aggregate not less than 20% of the entire issue then outstanding may by suit, action or other proceedings protect and enforce such statutory lien and enforce and compel the performance of all duties of the officials of the Authority, including, but not limited to, compelling the County by proceedings in a court of competent jurisdiction or other appropriate forum to make the cash rental payments required to be made by the Lease, and requiring the County to certify, levy and collect appropriate taxes as authorized by the Act, and as may be required by the Lease to be so certified, levied and collected by the County for the payment of the cash rental required to be paid by the Lease, all subject to constitutional and statutory limitations.

13. **Principal and Interest Fund.** All monies paid to the Authority by the County toward the cost of the Project pursuant to the Lease shall be set aside by the Authority in a

separate fund hereby established, to be known as the "Principal and Interest Fund." All moneys in the Principal and Interest Fund shall be kept in a separate depository account with one or more banks or trust companies where the principal of and interest on the bonds are payable, and such moneys shall be used solely for the payment of the principal of and interest on the Bonds and expenses incidental thereto. All accrued interest and the premium, if any, received from the purchaser of the Bonds shall be deposited in the Principal and Interest Fund upon receipt.

14. **Construction Fund.** There is hereby established a Construction fund into which all proceeds of the borrowing shall be deposited, except the accrued interest on the Bonds and premium, if any, received from the purchaser of the Bonds and any capitalized interest. All moneys in the Construction fund shall be used solely for the payment in full of costs of the Project, including the costs of issuing the Bonds. Surplus moneys remaining in the Construction fund after completion of the Project and payment in full of the costs of the Project (or provision for such payment) shall be deposited in the Principal and Interest Fund. Capitalized interest shall be deposited in the Principal and Interest Fund.

15. **Investments.** Moneys in the Principal and Interest Fund and the Construction fund may be continuously invested and reinvested in the United States Government obligations, obligations the principal of and interest on which are unconditionally guaranteed by the United States Government, or in interest-bearing time deposits selected by the Treasurer of the Authority which are permissible investments for surplus funds under Act No. 20 of the Public Acts of 1943, as amended. Such investments shall mature, or be subject to redemption at the option of the holder, not later than (a) in the case of the Principal and Interest Fund, the dates moneys in such fund will be required to pay the principal of and interest on the Bonds, and (b) in the case of the Construction fund, the estimated dates when moneys in such fund will be required to pay costs of the Project. Obligations purchased as an investment of moneys in the Principal and Interest Fund or the Construction fund, as the case may be, shall be deemed at all times to be a part of such fund, and the interest accruing thereon and any profit realized from such investment shall be credited to such fund.

16. **Depositories.** All of the banks located in the State of Michigan are hereby designated as permissible depositories of the moneys in the funds established by this Resolution, except that the moneys in the Principal and Interest Fund shall only be deposited in such banks where the principal of and interest on the Bonds are payable. The Treasurer of the Authority shall select the depository or depositories to be used from those banks authorized in this Section.

17. **Arbitrage and Tax Covenants.** Notwithstanding any other provision of this resolution, the Authority covenants that it will not at any time or times:

(a) Permit any proceeds of the Bonds or any other funds of the Authority or under its control to be used directly or indirectly (i) to acquire any securities or obligations, the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) in a manner which would result in the exclusion of any Bond from the treatment afforded by Section 103(a) of the Code by reason of the classification of any Bond as a "private activity bond" within the meaning of Section 141(a) of the Code, as a "private loan bond" within the meaning of Section 141(a) of the

Code or as an obligation guaranteed by the United States of America within the meaning of Section 149(b) of the Code; or

(b) Take any action, or fail to take any action (including failure to file any required information or other returns with the United States Internal Revenue Service or to rebate amounts to the United States, if required, at or before the time or times required), within its control which action or failure to act would (i) cause the interest on the Bonds to be includible in gross income for federal income tax purposes, cause the interest on the Bonds to be includible in computing any alternative minimum tax (other than the alternative minimum tax applicable to interest on all tax-exempt obligations generally) or cause the proceeds of the Bonds to be used directly or indirectly by an organization described in Section 501(c)(3) of the Code, or (ii) adversely affect the exemption of the Bonds and the interest thereon from the State of Michigan income taxation.

18. **Not Qualified Tax-Exempt Obligations.** The Bonds are not designated as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of Section 265 of the Code, unless, at the time the Request for Proposal is circulated, the Bonds have been determined to be eligible to be so designated on the basis of the Authority's reasonable expectations at the time of such circulation. In such event, the Request for Proposal shall be changed appropriately and the Bonds shall be so designated.

19. **Defeasance or Redemption of Bonds.** If at any time,

- (a) the whole amount of the principal of and interest on all outstanding bonds shall be paid, or
- (b) (i) sufficient moneys, or Government Obligations (as defined in this Section) not callable prior to maturity, the principal of and interest on which when due and payable will provide sufficient moneys, to pay the whole amount of the principal of and premium, if any, and interest on all outstanding bonds as and when due at maturity or upon redemption prior to maturity shall be deposited with and held by a trustee or an escrow agent for the purpose of paying the principal of and premium, if any, and interest on such bonds as and when due, and (ii) in the case of redemption prior to maturity, all outstanding bonds shall have been duly called for redemption (or irrevocable instructions to call such bonds for redemption shall have been given)

then, at the time of the payment referred to in clause (a) of this Section or of the deposit referred to in clause (b) of this Section, the Authority shall be released from all further obligations under this resolution, and any moneys or other assets then held or pledged pursuant to this resolution for the purpose of paying the principal of and interest on the Bonds (other than the moneys deposited with and held by a trustee or an escrow agent as provided in clause (b) of this Section) shall be released from the conditions of this resolution, paid over to the Authority and considered excess proceeds of the Bonds. In the event moneys or Government Obligations shall be so deposited and held, the trustee or escrow agent holding such moneys or Government Obligations

shall, within thirty (30) days after such moneys or Government Obligations shall have been so deposited, cause a notice signed by it to be given to the registered holders thereof not more than sixty (60) days and nor less than forty-five (45) days prior to the redemption setting forth (x) the date or dates, if any, designated for the redemption of the Bonds, (y) a description of the moneys or Government Obligations so held by it, and (z) that the Authority has been released from its obligations under this resolution. All moneys and Government Obligations so deposited and held shall be held in trust and applied only to the payment of the principal of and premium, if any, and interest on the Bonds at maturity or upon redemption prior to maturity, as the case may be, as provided in this Section.

The trustee or escrow agent referred to in this Section shall (a) be a bank or trust company permitted by law to offer and offering the required services, (b) be appointed by resolution of the Authority, and (c) at the time of its appointment and so long as it is serving as such, have at least \$25,000,000 of capital and unimpaired surplus. The same bank or trust company may serve as trustee or escrow agent under this Section and as Bond Registrar so long as it is otherwise eligible to serve in each such capacity.

As used in this Section, the term "Government Obligations" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

20. **Filing with Municipal Finance Division.** If necessary, the Chairperson of the Authority is authorized and directed to:

- (a) apply to the Municipal Finance Division of the Michigan Department of Treasury for approval of the sale of the Bonds;
- (b) file with such application all required supporting material; and
- (c) pay all fees required in connection therewith.

21. **Public Sale - Official Notice of Sale:** The Authority hereby authorizes its Bond Counsel to publish a Notice of Sale at least seven days prior to the date fixed for receipt of bids for the purchase of the Bonds. The Notice of sale shall be in substantially the form set forth in Appendix B attached hereto as is consistent with this resolution and is approved by the Treasurer of Authority. The Financial Consultant and the Bond Counsel are hereby designated to act for and on behalf of the Authority to receive bids for the purchase of the Bonds recommend the low bid and to take all other steps necessary in connection with the sale and delivery thereof.

22. **Additional Series of Bonds:** In the event the Authority determines, with the approval of the County, to issue more than one series of bonds to construct the Project, the Treasurer of the Authority shall complete the designation of each of the second and each subsequent series of bonds which bonds shall be dated as follows: The Bonds of any series shall be dated February 1, 2020 or the first day of any later month in 2020, 2021, 2022 and 2023 and the final maturity may be at any time up to and including December 1, 2043 months thereafter. All other provisions in this Bond Resolution shall apply except that the debt service schedule

will be reduced so that the total amount of bonds to be issued in the second series when added to the bonds issued in the first series do not exceed \$37,000,000.

23. **Retention of Bond Counsel.** The firm of Clark Hill PLC, attorneys of Detroit, Michigan, is hereby retained to act as bond counsel for the Authority in connection with the issuance, sale and delivery of the Bonds.

24. **Retention of Financial Consultants:** The Authority will be retaining a Financial Consultant and Advisor to the Authority in connection with the sale and delivery of the Bonds, who will approve with such changes as are appropriate the bond maturity schedule or schedules set forth in paragraph 2 of this Resolution.

25. **Conflicting Resolutions.** All resolutions and parts of resolutions in conflict with the foregoing are hereby rescinded.

26. **Effective Date.** This Resolution shall become effective immediately upon its adoption and shall be recorded in the minutes of the Commission as soon as practicable after adoption.

A roll call vote on the foregoing resolution was then taken, and was as follows:

YES: _____

NO: _____

ABSTAIN: _____

The resolution was declared adopted.

CERTIFICATION OF PROCEEDINGS

The undersigned, being the duly qualified and acting Secretary of the Commission of the Oakland County Building Authority, hereby certifies that (a) the foregoing is a true and complete copy of a resolution duly adopted by the Commission of the Authority at a meeting held on _____, 2019, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the Authority, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

DATED: _____, 20__

Secretary, Oakland County
Building Authority

[SEAL]

APPENDIX A

LEASE CONTRACT

THIS FULL FAITH AND CREDIT GENERAL OBLIGATION LEASE CONTRACT ("Lease") made as of December 15, 2018, by and between the OAKLAND COUNTY BUILDING AUTHORITY (the "Authority"), a building authority organized and existing under and pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31"), and the COUNTY OF OAKLAND, a County of the State of Michigan (the "County"),

WITNESSETH:

WHEREAS, the Authority has been incorporated by the County pursuant to Act 31 for the purpose of acquiring, furnishing, equipping, owning, improving, enlarging, operating and maintaining a building or buildings, automobile parking lots or structures, recreational facilities and stadiums, and the necessary site or sites therefor, for the use of the County; and

WHEREAS, the County desires to undertake a project to construct, furnish and equip retrofitting of County buildings to add security, life safety, fire suppression and barrier free systems, as more fully described in EXHIBIT A to this Lease (the "Project"), and it is proposed that the Authority undertake the Project; and

WHEREAS, it is proposed that the Authority finance all or a portion of the total cost of the Project by the issuance of building authority bonds payable from cash rental payments to be made by the County to the Authority pursuant to this Lease and Act 31; and

WHEREAS, a description of the Project, and estimate of the period of usefulness thereof and an estimate of the total cost of the Project, all as set forth on EXHIBIT A to this Lease, have been reviewed and approved by the Board of Commissioners of the County; and

WHEREAS, in order to make possible the issuance of building authority bonds to finance all or a portion of the total cost of the Project, it is necessary under Act 31 for the parties to enter into this Lease;

THEREFORE, in consideration of the mutual undertakings and agreements set forth below, the Parties agree to the following terms and conditions:

1. Authorization and Issuance of Bonds. (a) As soon as practicable after the effective date of this Lease, the Authority shall proceed to authorize and issue one or more series of its building authority bonds in the aggregate principal amount of not to exceed \$37,000,000 (the "Bonds"), pursuant to and in accordance with provisions of Act 31, for the purpose of constructing, furnishing and equipping the Project. The Authority shall pledge for the payment of the principal of and interest on the Bonds the receipts from the cash rental payments described and required to be paid by the County pursuant to this Lease. The Bonds of any series shall be dated May 1, 2019 or the first day of any later month in 2019, 2020, 2021, 2022 and 2023 and the final maturity may be at any time up to and including December 1, 2043 as the Authority shall approve in the resolution authorizing issuance of the Bonds (the "Bond Resolution"). The Bonds shall bear interest at a rate or rates that will result in a net interest cost not exceeding 7% per annum. Interest shall be payable semi-annually and shall begin as specified in the Bond Resolution until maturity of the bonds and shall mature in accordance with the Debt Retirement Schedule set forth on EXHIBIT B to this Lease. Each date on which any payment of principal of and/or interest on any bond is due is referred to herein as a "Bond Payment Date." The Bonds may be payable on the first day of a different month, if necessary, to match rental income paid to the County.

(b) The County and the Authority recognize and acknowledge that (a) such Debt Retirement Schedule is based upon an assumed interest rate and date of issuance of the Bonds and upon assumed Bond Payment Dates, all as set forth in EXHIBIT B, (b) the Bond Payment Dates will be specified in the Bond Resolution, (c) the date and amount of each payment of cash rental required under this Lease will be determined (subject to the limitations expressed in the preceding paragraph of this Section) when the Bond Resolution is adopted by the Authority and the Bonds are sold, by application of the rate or rates of interest (that will result in a net interest cost not exceeding 7% per annum) actually borne by the Bonds.

(c) The Bonds may be sold subject to redemption prior to maturity at the option of the Authority with such redemption premiums and upon such terms as shall be set forth in the Bond Resolution.

(d) Upon receipt of the proceeds of the sale of the Bonds, all premium, capitalized interest, if any, and accrued interest received from the purchaser or purchasers of the Bonds shall be transferred to a bond and interest redemption fund, and the balance of such proceeds shall be deposited into a construction fund, each of which shall be established by the Bond Resolution and maintained as a separate depository account of the Authority. The money in the construction fund shall be used to pay costs of the Project, and upon payment of all such costs, any excess money in the construction fund will be used as provided in Section 4.

(e) In the event that for any reason after the date upon which this Lease is executed, but before the Bonds have been issued, it appears to the County and the Authority that the part of the Project to be paid by bond proceeds can be constructed, furnished and equipped for less than \$25,000,000, or the County shall be able to make payment in advance on the cash rental payments payable pursuant to this Lease, the Authority may reduce the amount of bonds to be issued in multiples of \$5,000 and reduce the annual maturities or the years of maturities as the County Treasurer shall direct.

2. Transfer of Title to and Completion of Project. The Parties acknowledge that the Authority owns the real property and buildings comprising the Project, except for the following: (1) 97 W – Parks and Recreation Administration building, (2) portions of the 8 E East Annex and 10 E County Jail and Sheriff's Records buildings, and (3) 52-3 District Court building. The Project, except as set forth in the previous sentence, is already leased to the County and shall continue to be leased to the County pursuant to the previous lease(s) (leases approved by Miscellaneous Resolutions #12035, #12100, and #15250). Upon expiration or termination of the previous lease(s), the Project shall be leased pursuant to this Lease. As set forth herein, the Authority shall construct, furnish, and equip the Project, which shall be leased, as set forth in the previous sentence, to the County pursuant to this Lease. The plans, cost estimate and estimated period of usefulness for the Project, all of which have been filed with the County Clerk and the Secretary of the Authority, are hereby approved and adopted. The Project shall be implemented in substantial accordance with such plans which are incorporated as part of (but not attached to) this Lease. The Authority shall not disclose or permit the disclosure of the plans to construct, furnish and/or equip the Project. The Authority acknowledges that such Project plans are confidential, shall be marked confidential and are exempt from disclosure under the Michigan Freedom of Information Act, MCL 15.243(1)(y).

3. Increased Project Costs. In the event that it shall appear, upon determining the costs for constructing, furnishing and equipping of the Project and after issuance of the Bonds, that the Project cannot be completed at the estimated cost, the Authority shall immediately notify the County. The County may elect to pay the increased cost in cash to the Authority in which event the amount of such cash payment shall be deposited in the construction fund for the Project and the Authority shall proceed to construct, furnish and equip and complete the Project. In the alternative, the County and the Authority may agree, by an amendment to this Lease, that additional bonds shall be issued by the Authority in an amount sufficient to pay the increased Project costs. If, after the sale and issuance of the Bonds, it shall become necessary to raise additional funds to pay for an increase in the Project costs and this Lease cannot be amended to provide for the issuance of additional bonds, or if for any other reason additional

bonds cannot be issued, the County shall pay to the Authority in cash an amount which will be sufficient to enable the Authority to complete the Project in accordance with the plans of the Project.

4. Funds Remaining After Completion. Any unexpended balance of the proceeds of the sale of the Bonds remaining after completion of the Project may be used to improve or enlarge the Project upon the approval of the Planning and Building Committee of the Board of Commissioners provided that such use of the funds in the construction fund has been approved by the Municipal Finance Division of the Michigan Department of Treasury, if necessary, and the County. Any unexpended balance not so used shall be paid into the bond and interest redemption fund, and the County shall receive a credit against the cash rental payments next due under this Lease to the extent of the moneys so deposited in the manner provided in the Bond Resolution.

5. Bond Insurance Requirements. The Authority shall require any contractor or contractors for the Project to furnish all necessary bonds guaranteeing performance and all labor and material bonds and all owner's protective, workers' compensation and liability insurance required for the protection of the Authority and the County. Such bonds and insurance, and the amounts thereof, shall be subject to approval of the County's Department of Risk Management on the advice of its counsel. The Authority also shall require a sufficient fidelity bond from any person handling funds of the Authority.

6. Lease Term; Possession; Reconveyance. (a) As set forth in and consistent with Paragraph 2, the Authority does hereby lease the Project, as described in Exhibit A, to the County for a term commencing on the effective date of this Lease (determined as provided in Section 22) and ending on December 31, 2043, or such earlier or later date as the principal of and premium, if any, and interest on the Bonds, the fees and expenses of the paying agent for the Bonds and all amounts owing hereunder have been paid in full, but in any event the term of this Lease shall not exceed 50 years. Possession of the Project shall vest in the County upon the complete execution of the Lease. At the end of the term of this Lease, the Authority shall convey to the County all of its right, title and interest in and to the Project and any lands, easements or rights-of-way appertaining thereto, and upon such conveyance, this Lease shall terminate, and the Authority shall have no further interest in, or obligations with respect to, the Project.

(b) To the extent necessary and as set forth in and consistent with Paragraph 2, the County shall, upon the terms and conditions set forth in this Lease, convey to the Authority any and all rights to all lands, buildings, towers, tenements, hereditaments, easements, rights-of-way, licenses and personal property necessary to enable the Authority to complete the Project in accordance with the plans.

7. Cash Rental; Pledge of Full Faith and Credit. (a) The County hereby agrees to pay to the Authority as cash rental for the Project such periodic amounts as shall be sufficient to enable the Authority to pay the principal of and interest on the Bonds as such principal and interest shall become due, whether at maturity or by redemption. For so long as any bonds are outstanding, the County shall pay to the Authority, on the Bond Payment Date, an amount sufficient to pay the principal and/or interest due on the Bonds on such Bond Payment Date.

(b) The County hereby pledges its full faith and credit for the payment of the cash rental when due and agrees that it will levy each year such ad valorem taxes as shall be necessary for the payment of such cash rental, which taxes, however, will be subject to applicable constitutional and statutory limitations on the taxing power of the County, and which shall not be in an amount or at a rate exceeding that necessary to pay its contractual obligation pursuant to this Lease. If the County, at the time prescribed by law for the making of its annual tax levy, shall have other funds on hand which have been set aside and earmarked for payment of its obligations under this Lease for which a tax levy would otherwise have to be made, then the tax levy shall be reduced by the amount of such other funds. Such other funds may be raised from any lawful source. The obligation of the County to make such cash rental payments shall not be subject to any set-off by the County nor shall there be any abatement of the cash

rental payments for any cause, including, but not limited to, casualty that results in the Project being untenable.

8. Expenses of Issuing and Payment of Bonds. The Authority shall pay from the proceeds of the sale of any series of the Bonds all expenses incurred with respect to the issuance of the Bonds. The County agrees to pay to the Authority, in addition to the cash rental provided for in Section 7, all expenses incurred with respect to the issuance and payment of the Bonds, to the extent not so paid from the proceeds from the sale of the Bonds. The obligation of the County to make such payments shall be a general obligation of the County.

9. Preliminary Expenses of the County. Upon the sale of the Bonds, the County shall give the Authority a full and complete accounting of the preliminary costs and expenses incurred on or before that date by the County in connection with the Project, and the Authority shall thereupon reimburse the County for such costs and expenses to the extent that such costs and expenses were included in the portion of the total cost of the Project to be paid from bond proceeds.

10. Maintenance and Repairs. The County shall, at its own expense, operate and maintain the Project and shall keep the same in good condition and repair. Operation and maintenance shall include but not be limited to the following: the furnishing of all personnel, equipment and facilities; the provision of all light, power, heat, water, sewerage, drainage and other utilities; and the furnishing of all properties and services of whatever nature, as shall be necessary or expedient in the efficient and lawful operation and maintenance of the Project. Premiums for insurance required to be carried upon or with respect to the Project or the use thereof and taxes levied upon either party hereto on account of the ownership or use of the Project, or on account of rentals or income from the Project, shall likewise be deemed operation and maintenance expenses. The obligation of the County to pay all costs and expenses of the operation and maintenance of the Project shall be a general obligation of the County.

11. Property Insurance and Insurance Proceeds. The County shall cause to be provided, at no expense to the Authority, fire and extended coverage insurance in an amount which is at least equal to the amount of bonds outstanding from time to time or to the amount of the full replacement cost of the Project if that amount be less than the amount of bonds outstanding. In the event of the partial or total destruction of the Project during or after construction, or if the Project is for any reason made unusable, the cash rental payments provided in Section 7 shall continue unabated. In the event the insurance proceeds are payable to the County, the County shall have the option to use the proceeds of insurance, in the event of loss or damage to the Project, for the repair or restoration of the Project.

12. Liability Insurance. The County shall cause to be provided and maintained during the term of this Lease adequate liability insurance or self-insurance protecting the County and the Authority against loss on account of damage or injury to persons or property, imposed by reason of the ownership, possession, use, operation, maintenance or repair of the Project and the site of the Project, or resulting from any acts of omission or commission on the part of the County or the Authority or their respective officers or employees in the connection with the Project. Such insurance shall be made effective upon the complete execution of this Lease.

13. No Unlawful Use Permitted. The Project shall not be used or permitted to be used in any unlawful manner or in any manner which would violate the provisions of any contract or agreement between the County or the Authority and any third party.

14. Use of Project by Third-Parties. The County may, through written agreement, permit the Project to be used by third parties, set forth in Exhibit A, without the prior approval of the Authority.

15. Indemnification/Hold Harmless. To the extent permitted by law, the County shall hold the Authority harmless and keep it fully indemnified at all times against any loss, injury or liability to any persons or property by reason of the use, misuse or non-use of the Project or from any act or omission in,

on or about the Project. The County shall, at its own expense, make any changes or alterations in, on or about the Project which may be required by any applicable statute, charter, ordinance or governmental regulation or order and shall save the Authority harmless and free from all costs or damages with respect thereto.

16. Alterations of Project. The County, in its sole discretion, may install or construct in or upon, or may remove from the Project, any equipment, fixtures or structures, and may make any alterations to or structural changes in, the Project as the County may desire in accordance with the standing rules of the Board of Commissioners.

17. Right of Inspection. The Authority, through its officers, employees, or agents, may enter upon the Project at any reasonable time during the term of this Lease for the purpose of inspecting the Project and determining whether the County is complying with the covenants, agreements, terms and conditions of this Lease; provided, that during such inspections of the Project, the County may, in its sole discretion, require the Authority's officers, employees, and/or agents to be accompanied by certain County officers, employees, and/or agents or public officials as determined by the County.

18. Contractual Rights of Bondholders. Inasmuch as this Lease, and particularly the obligation of the County to make cash rental payments to the Authority, provides the security for payment of the principal of and interest on the Bonds, it is hereby declared that this Lease is made for the benefit of the holders from time to time of the Bonds as well as for the benefit of the parties and that such holders shall have contractual rights under this Lease. In the event of any default under this Lease on the part of the County, the Authority and the holders of the Bonds shall have all rights and remedies provided by law, including in particular all rights and remedies provided by Act 31. The parties shall not do nor permit to be done any act, including amending this Lease, that would impair the security of the Bonds or the rights of the holders of the Bonds. An amendment of this Lease to authorize the issuance of additional bonds and providing the payment of additional cash rentals for the payment of such bonds shall not be deemed to impair the security of the Bonds or the rights of the holders of the Bonds.

19. Appurtenant Facilities. The sites on which this Project is to be located includes or will include roadways, walks, drives, parking areas and landscaping which are of benefit to and necessary to the full use and enjoyment of the Project, the County shall maintain such appurtenant facilities in good repair and condition. The appurtenant facilities shall be available to the users and occupants of the Project.

20. Successors and Assigns. This Lease shall inure to the benefit of, and be binding upon, the respective parties hereto and their successors and assigns, provided, however, that no assignment shall be made in violation of the terms of this Lease nor shall any assignment be made which would impair the security of the Bonds or the rights of the holders of the Bonds.

21. Abandonment of Project. In the event the Bonds to finance the Project cannot be or are not issued by the Authority on or before December 31, 2023, the Project shall be abandoned, the County shall pay from available funds all expenses of the Authority incurred to the date of abandonment, and neither party shall have any further obligations under this Lease.

22. Consents, Notices, Etc. The right to give any consent, agreement or notice required or permitted in this Lease shall be vested, in the case of the County, in its Board of Commissioners, and in the case of the Authority, in its Commission. Any notice required or permitted to be given under this Lease shall be given by delivering the same, in the case of the County, to the County Clerk, and in the case of the Authority, to any member of its Commission.

23. Changes in Law or Corporate Status. In the event there shall occur changes in the Constitution or statutes of the State of Michigan which shall affect the organization, territory, powers or corporate status of the County, the terms and provisions of this Lease shall be unaffected thereby insofar

as the obligation of the County to make the cash rental payments is concerned. The proceeds of any sale or other liquidation of any interest of the County or the Authority in the Project are hereby impressed with a first and prior lien for payment of any outstanding bonds or other obligations of the Authority incurred by reason of the Project or any additions or improvements thereto.

24. Effective Date of Lease. This Lease shall become effective on the 61st day after publication of a Notice of Intention in the *Oakland Press*, a newspaper published in Pontiac, Michigan, as required by Act 31, provided that if a petition for a referendum is filed as provided in (and meeting all requirements of) Section 8b of Act 31, then this Lease shall not become effective unless and until approved by a majority of the electors of the County voting thereon at a general or special election.

25. Undertaking to Provide Continuing Disclosure. The County and the Authority hereby covenant and agree, for the benefit of the beneficial owners of the Bonds, to enter into a written undertaking (the "Undertaking") required by SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The undertaking shall be in the form attached to the official statement for the Bonds. This Undertaking shall be enforceable by the beneficial owners of the Bonds or by the Purchaser(s) on behalf of such beneficial owners (provided that the Purchaser(s) right to enforce the provisions of this Undertaking shall be limited to a right to obtain specific enforcement of the obligations hereunder and any failure by the County and the Authority to comply with the provision of this Undertaking shall not be an event of default with respect to the Bonds).

The County Treasurer and the Chairperson or Treasurer of the Authority, or other officer of the County or Authority charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County's and Authority's Undertaking.

IN WITNESS WHEREOF, the OAKLAND COUNTY BUILDING AUTHORITY, by its Commission, and the COUNTY OF OAKLAND, by its Board of Commissioners, have caused this Lease to be signed by their duly authorized officers, and their seals to be affixed hereto, all as of the day and year first above written.

WITNESSES TO SIGNATURES OAKLAND COUNTY BUILDING AUTHORITY
OF AUTHORITY OFFICERS:

_____ By: _____
Chairperson of its Commission

_____ By: _____
Secretary of its Commission

WITNESSES TO SIGNATURES COUNTY OF OAKLAND
OF COUNTY OFFICERS:

_____ By: _____
Chairperson, Board of Commissioners

_____ By: _____
County Clerk

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

On this ____ day of _____, _____, before me appeared _____ and _____, to me personally known, who being by me duly sworn, did each say that they are, respectively, the Chairperson and the Secretary of the Commission of the OAKLAND COUNTY BUILDING AUTHORITY and that the foregoing Lease Contract was signed and sealed by them on behalf of the Authority by authority of its Commission, and that such persons acknowledged such instrument to be the free act and deed of the Authority.

/s/ _____,

Notary Public
State of Michigan, County of Oakland
My commission expires _____
Acting in the County of Oakland

(Seal)

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

On this ____ day of _____, _____, before me appeared _____ and _____, to me personally known, who being by me duly sworn, did each say that they are, respectively, the Chairperson of the Board of Commissioners and the County Clerk of the COUNTY OF OAKLAND and that the foregoing Lease Contract was signed and sealed by them on behalf of the County by authority of its Board of Commissioners, and that such persons acknowledged such instrument to be the free act and deed of the County.

/s/ _____,

Notary Public
State of Michigan, County of Oakland
My commission expires _____
Acting in the County of Oakland

(Seal)

Instrument Drafted By:

John R. Axe
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, Michigan 48226

EXHIBIT A to LEASE CONTRACT

PROJECT DESCRIPTION

[See Attachment 1]

Projected Cost Summary for retrofitting of County buildings to add security, life safety, fire suppression and Barrier Free systems:

Total Project Construction Costs Including:

- Furnishings/fixtures/equipment, Land Acquisition – misc.,
and Contingency: \$32,669,783

- Financing Costs Including
Bond Discount and Project Contingency: \$ 4,330,217

- Maximum Estimated Bond Issue Size: \$37,000,000.00

Attachment I

BOND PROJECT DESCRIPTION

The project will consist of:

- Installation of fire suppression systems in Children’s Village J and A buildings
- Implementation of ADA enhancements
- Implementation of life safety enhancements
- Implementation of security enhancements

The project will impact nearly two million square feet of Oakland County building space on the Oakland County campus in Waterford and Pontiac, Michigan, as well as County buildings in Southfield, Troy, and Rochester Hills, Michigan – see Exhibit B below. Primary examples of the enhancements to be made are presented in Exhibit A below. These are only examples; other related enhancements will be performed as well. An estimated cost summary is presented below. These are only estimates; no formal bidding has occurred to provide contractual-level costing.

Total Project Construction Cost:	\$32,669,783
• Fire suppression systems	\$3,000,000
• ADA enhancements	\$16,206,592
• Life safety enhancements	\$4,836,553
• Security enhancements	\$8,626,638
Bond Discount Financing Costs, and Contingency:	<u>\$4,330,217</u>
Total Estimated Bond Issue Size:	\$37,000,000

Exhibit A – Primary examples of the ADA enhancements, life safety enhancements, and security enhancements included in this project.

ADA Enhancements

- Adding or renovating ramps
- Adding curb cuts in sidewalks and entry areas
- Relocating shelves within reach-ranges

- Moving tables, chairs, display racks, and other furniture and equipment to enhance accessibility
- Providing raised markers on elevator controls
- Adding alarm strobe lights
- Widening doors for accessibility
- Eliminating turnstiles or providing alternative entry paths
- Installing accessible door hardware
- Installing grab bars
- Rearranging restrooms to allow for maneuvering space and placing counters, sinks, paper tower dispensers, etc., within reach-ranges
- Installing raised toilet seats
- Adding handicap and van parking
- Widening aisleways in courtrooms, file rooms, etc.
- Lowering drinking fountains

Life safety enhancements

- Adding egress exit signage
- Adding emergency battery-powered lighting
- Changing out door hardware and swings
- Enhancing fire detection and alarm systems
- Enhancing door controls and ensuring egress route doors default open when alarms are activated
- Building stairwell enclosures and fire walls

Security enhancements

- Building access controls
- Securing roof hatch and air intakes

- Building alarm system expansion
- CCTV camera expansion and use of analytics software
- Construction of a central Command Center
- Remodeling to provide layered security between outer doors and the interiors of buildings
- Adding security fencing and gates
- Centralizing all package deliveries to one location for screening
- Bolstering security doors
- Expansion of panic/duress alarms
- Adding door/gate intercoms and remote controls
- Adding or expanding use of generators
- Enhancing exterior campus lighting
- Adding emergency address PA systems
- Expanding use of ballistic glass in windows and doors

Exhibit B – Buildings that may be included in the project are listed below and depicted in the attached map.

Main Campus

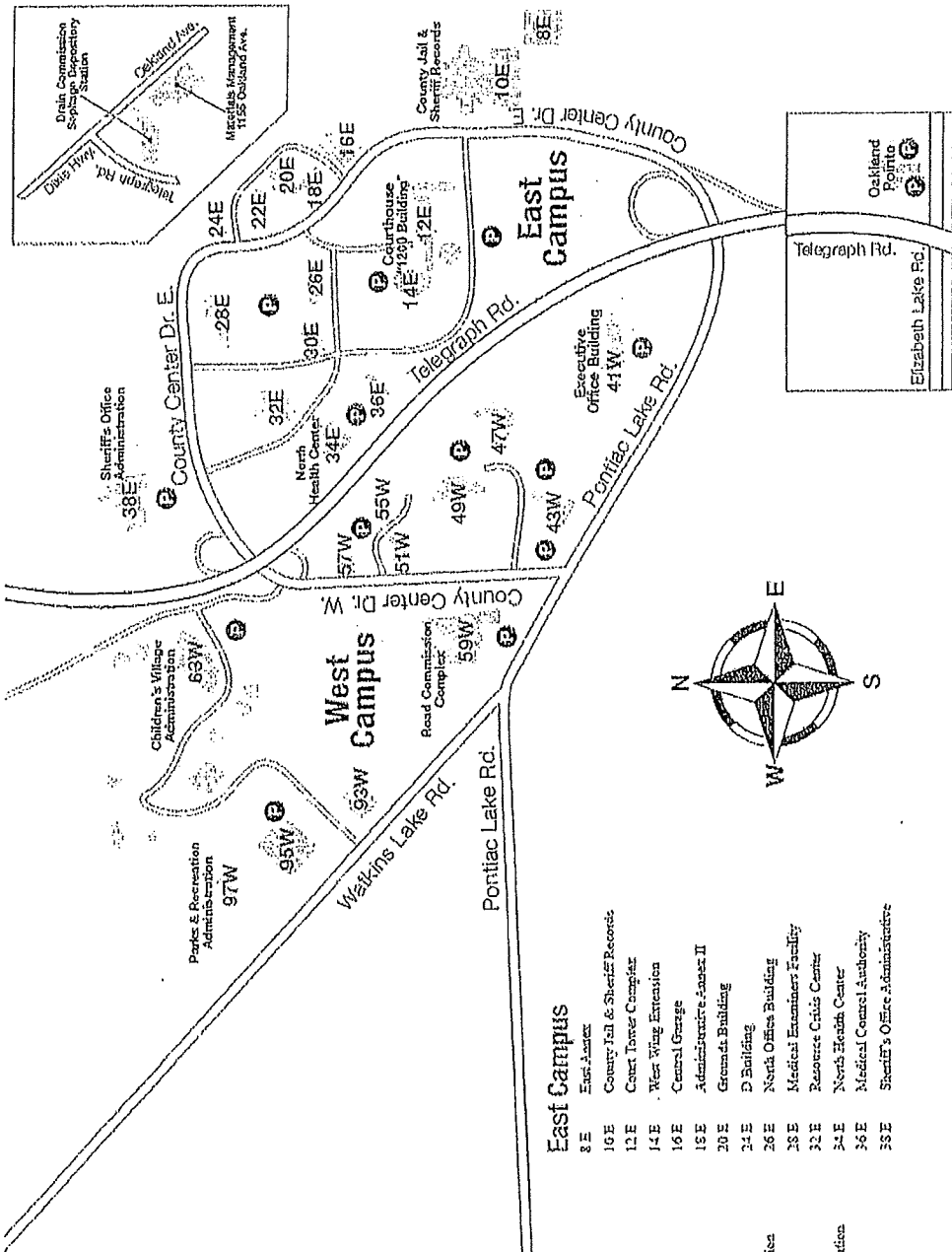
- 41 W Executive Office Building
- 43 W Oakland County Market
- 47 W Homeland Security
- 57 W Sheriff's Patrol Services
- 63 W Children's Village Administration
- 95 W Public Works Building
- 97 W Parks & Recreation Administration
- 8 E East Annex
- 10 E County Jail & Sheriff Records
- 12 E Court Tower Complex
- 14 E West Wing Extension
- 16 E Vehicle Operations
- 18 E Administrative Annex II

- 20 E Grounds East
- 26 E North Office Building
- 28 E Medical Examiners Facility
- 34 E North Oakland Health Center
- 36 E Medical Control Authority / Pontiac Health Center
- 38 E Sheriff's Office Administration
- 42 E Animal Shelter & Pet Adoption Center

Note: Other campus buildings may be affected by the project as well.

Remote Buildings

- Oakland Pointe – 250 and 230 Elizabeth Lake Road, Pontiac, MI 48341
- South Oakland Health Center – 27725 Greenfield Rd., Southfield, MI 48076
- South Oakland Office Building – 1151 Crooks Rd., Troy, MI 48083
- 52nd District Court - Rochester Hills – 700 Barclay Circle, Rochester Hills, MI 48307



West Campus

- 41 W Executive Office Building
- 45 W Oakland County Market
- 47 W Bondsmen's Society
- 49 W Administrative Annex I
- 51 W Oakland County Credit Union
- 55 W Essex Seals Society
- 57 W Sheriff's Patrol Services
- 59 W Road Commission Complex
- 63 W Children's Village Administration
- 95 W US Army Reserve Center
- 97 W Public Works Building
- 97 W Parks & Recreation Administration

East Campus

- 8 E Ever Annex
- 10 E County Jail & Sheriff Records
- 12 E Court Tower Computer
- 14 E West Wing Extension
- 16 E Central Garage
- 18 E Administrative Annex II
- 20 E Grounds Building
- 24 E D Building
- 26 E North Office Building
- 28 E Medical Examiner Facility
- 32 E Resource Crisis Center
- 34 E North Health Center
- 36 E Medical Council Authority
- 38 E Sheriff's Office Administration

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EXHIBIT B to LEASE CONTRACT

OAKLAND BUILDING AUTHORITY PROJECT

SCHEDULE OF PRINCIPAL AND INTEREST

DUE

AMOUNT

TOTAL

\$ _____

Appendix B

OFFICIAL NOTICE OF SALE

\$ _____ *
OAKLAND COUNTY BUILDING AUTHORITY
State of Michigan
BUILDING AUTHORITY BOND, SERIES 20__

SEALED OR ELECTRONIC BIDS: Sealed written bids for the purchase of the bonds described herein (the Bond or "Bonds") will be received by the undersigned on behalf of the OAKLAND COUNTY BUILDING AUTHORITY (the "Authority" or "Issuer"), at the office of the _____, _____, Michigan, _____ on _____, 20__, until 11:00 a.m., Time, at which time and place the bids will be publicly opened and read.

In the alternative, sealed written bids will also be received on the same date and until the same time by an agent of the undersigned at the Municipal Advisory Council of Michigan, 26211 Central Park Blvd, Suite 508, Southfield, Michigan 48073, where they will be publicly opened simultaneously. Bids received at _____, Michigan will be read first followed by bids received at the alternate location. Bidders may choose either location to present bids and good faith checks, but not both locations.

Any bidder may submit a bid in person to either proposing location. However, no bidder is authorized to submit a FAX bid to the Oakland County Building Authority, _____, Michigan.

Also in the alternative, electronic bids will also be received on the same date and until the same time by an agent of the undersigned Bidcomp/Parity. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Eric Washington, 1359 Broadway, New York, New York, 10018, (212) 849-5021.

If any provision of this Official Notice of Sale shall conflict with information provided by Bidcomp/Parity as the approved provider of electronic bidding services, this Official Notice of Sale shall control.

The Bonds will be awarded or all bids will be rejected by the _____ at a proceeding to be held within twenty-four hours of the sale.

BOND DETAILS: The Bonds will be dated the date of delivery and will be known as "Oakland County Building Authority Bonds, Series 2019". The Bonds will be fully registered Bonds in any one or more denominations of \$5,000 or a multiple of \$5,000, numbered from 1 upwards and will bear interest from their date payable April 1, 2020 and semi-annually thereafter on October 1 and April 1 until maturity. The Bonds will mature on the 1st day of September in each year as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
-------------	---------------	-------------	---------------

PRIOR REDEMPTION: The Bonds maturing prior to September 1, 20__ shall not be subject to redemption prior to maturity. Bonds maturing on or after September 1, 20__ shall be subject to redemption prior to maturity at the option of the Authority, in any order, in whole or in part on any date on or after September 1, 20__. Bonds called for redemption shall be redeemed at par, to the date fixed for redemption.

With respect to partial redemptions, any portion of a Bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion as well as the amount not being redeemed each constitute an authorized denomination. In the event that less than the entire principal amount of a refunding bond is called for redemption, upon surrender of the Bond to the bond registrar, the bond registrar shall authenticate and deliver to the registered owner of the Bond a new bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each bond being redeemed by first class mail at least thirty (30) days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption if different than otherwise provided in the resolution authorizing the issuance of the bonds. Any defect in such notice shall not affect the validity of the redemption proceedings. Bonds so called for redemption shall not bear interest after the redemption date, provided funds are on hand with the bond registrar to redeem the same.

INTEREST RATE AND BIDDING DETAILS: The Bonds shall bear interest at a rate or rates not exceeding 6% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/100 of 1%, or both. The interest on any one bond shall be at one rate only. All bonds maturing in any one year must carry the same interest rate. THE INTEREST RATE BORNE BY BONDS MATURING IN ANY YEAR SHALL NOT BE AT A RATE LOWER THAN THE RATE BORNE BY BONDS MATURING IN ANY PRECEDING YEAR. No bid for the purchase of less than all of the Bonds, at a price less than 99% of their par value or more than 105% of their par value or at an interest rate or rates that will result in a net interest cost exceeding 6%, will be considered.

TERM BOND OPTION: Bonds maturing in any years, inclusive, are eligible for designation by the original purchaser at the time of sale as serial Bonds or term Bonds, or both. There may be more than one Term Bond maturity. However, principal maturities designated as Term Bonds shall be subject to mandatory redemption, in part, by lot, at par. Each maturity of Term Bonds and Serial bonds must carry the same interest rate. Any such designation must be made at the time the bids are submitted.

BOOK-ENTRY-ONLY: The Bonds will be issued in book-entry-only form as one fully-registered bond per maturity and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Bonds. Purchase of the Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in Bonds purchased. The book-entry-only system is described further in the Preliminary official statement for the Bonds.

BOND REGISTRAR, PAYING AGENT AND DATE OF RECORD: The Huntington National Bank, Grand Rapids, Michigan has been selected as paying agent and bond registrar (the "Bond Registrar") for the Bonds. The Bond Registrar will keep records of the registered holders of the Bonds, serve as transfer agent for the Bonds, authenticate the original and any re-issued bonds and pay interest by check or draft mailed to the registered holders of the Bonds as shown on the registration books of the Authority kept by the Bond Registrar on the applicable

date of record. The date of record for each interest payment shall be the 15th day of the month before such payment is due. The principal of and redemption premium, if any, on the Bonds will be paid when due upon presentation and surrender thereof to the Bond Registrar. As long as DTC, or its nominee Cede & Co., is the registered owner of the Bonds, payments will be made directly to such registered owner. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Bonds is the responsibility of DTC participants and indirect participants as described in the Preliminary official statement for the Bonds. The Authority may from time to time as required designate a successor bond registrar and paying agent.

STATUTORY AUTHORITY: The Bonds are being issued pursuant to ACT No. 31 of the Public Acts of Michigan 1948, (First Extra Session), as amended for the purpose of constructing furthering and equipping the new Oakland County _____.

CASH RENTAL; PLEDGE OF FULL FAITH AND CREDIT. The County under the lease agreed to pay to the Authority as cash rental for the Project such periodic amounts as shall be sufficient to enable the Authority to pay the principal of and interest on the Bonds as such principal and interest shall become due, whether at maturity or by redemption. For so long as any bonds are outstanding, the County has agreed to pay to the Authority, on the Bond Payment Date, an amount sufficient to pay the principal and/or interest due on the Bonds on such Bond Payment Date.

In addition, the County has pledged its Limited Tax full faith and credit for the payment of the cash rental when due and agrees that it will levy each year such ad valorem taxes as shall be necessary for the payment of such cash rental, which taxes, however, will be subject to applicable constitutional and statutory limitations on the taxing power of the County, and which shall not be in an amount or at a rate exceeding that necessary to pay its contractual obligation pursuant to this Lease. If the County, at the time prescribed by law for the making of its annual tax levy, shall have other funds on hand which have been set aside and earmarked for payment of its obligations under this Lease for which a tax levy would otherwise have to be made, then the tax levy shall be reduced by the amount of such other funds. Such other funds may be raised from any lawful source. The obligation of the County to make such cash rental payments shall not be subject to any set-off by the County nor shall there be any abatement of the cash rental payments for any cause, including, but not limited to, casualty that results in the Project being untenable.

ADJUSTMENT IN PRINCIPAL AMOUNT: The aggregate principal amount of this issue has been determined as the amount necessary to construct, furnish and equip the Project and pay a portion or all of the costs of issuance of the Bonds, assuming certain conditions and events exist on the date of sale. The Authority reserves the right to increase or decrease the total par amount of the Bonds by any amount, so long as the total Bonds issued do not exceed \$37,000,000, prior to the sale or following the opening of bids. The increase or decrease may be made in any one or more maturities. The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw the bid as a result of any changes made within these limits.

ADJUSTMENT IN DISCOUNT OR PREMIUM: In the event the principal amount of this issue is increased or decreased, the premium or discount bid, if any, will be adjusted upwards or downwards so that it is the same percent as the premium or discount originally bid.

AWARD OF THE BONDS – TRUE INTEREST COST: The Bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the

lowest true interest cost will be the single interest rate (compounded on September 1, 20__ and semi-annually thereafter) necessary to discount the debt service payments from their respective payment dates to the date of delivery in an amount equal to the price bid, excluding accrued interest. _____, 20__ is the anticipated date of delivery of the Bonds.

GOOD FAITH: A certified or cashier's check drawn upon an incorporated bank or trust company or a wire transfer in an amount equal to 2% (\$_____) of the face amount of the Bonds, and payable to the order of the Authority will be required of the successful proposer as a guarantee of good faith on the part of the bidder, to be forfeited as liquidated damages if such bid be accepted and the bidder fails to take up and pay for the Bonds. If a check is used, it must accompany each bid. If a wire transfer is used, the successful bidder is required to wire the good faith deposit not later than Noon, prevailing Eastern Time, on the next business day following the sale using the wire instructions provided by _____. The good faith deposit will be applied to the purchase price of the Bonds. No interest shall be allowed on the good faith checks, and checks of each unsuccessful bidder will be promptly returned to such bidder's representative or by registered mail. The good faith check of the successful bidder will be cashed immediately, in which event, payment of the balance of the purchase price of the Bonds shall be made at the closing.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Clark Hill PLC, attorneys of Detroit, Michigan (the "Bond Counsel") a copy of which opinion will be printed on the reverse side of each bond and the original of which will be furnished without expense to the purchaser of the Bonds at the delivery thereof. The fees of Bond Counsel for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue such opinion and as described in the official statement, Bond Counsel has not been requested to examine or review and has not examined or reviewed any financial documents, statements or other materials that have been or may be furnished in connection with the authorization, issuance or marketing of the Bonds, and therefore, has not expressed and will not express an opinion with respect to the accuracy or completeness of the official statement or any such financial documents, statements or materials. **The Issuer reserves the right to reject any bid conditioned upon any other legal review or any other condition of the transaction if it is made a condition of the bid.**

TAX MATTERS: Under existing federal statutes, decisions, regulations and rulings, interest on the Bonds is excludable from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax. The opinion set forth above is subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest on the Bonds to be so included in gross income retroactive to the date of issuance of the Bonds. The Issuer has covenanted to comply with all such requirements. Bond Counsel will express no opinion regarding other federal tax consequences arising with respect to the Bonds.

FINANCIAL CONSULTANT: [This paragraph will be completed by the Financial Consultant to be hired by the Authority]

"NOT QUALIFIED TAX EXEMPT OBLIGATIONS": The Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986.

CERTIFICATE REGARDING "ISSUE PRICE": The winning bidder shall assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form provided by Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Issuer and Bond Counsel. All actions to be taken by the Issuer under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

The Issuer intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) the Issuer is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the Issuer anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the Issuer anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that competitive sale requirements are satisfied, the winning bidder shall be expected to certify as to the reasonably expected initial offering price of the Bonds to the public.

In the event that the competitive sale requirements are not satisfied, the Issuer shall so advise the winning bidder. The Issuer shall treat (i) the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as of the sale date as the issue price of that maturity and (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds not satisfying the 10% test as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the Issuer if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. Any maturity of the Bonds (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) that does not satisfy the 10% test as of the date and time of the award of the Bonds shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that any maturity of the Bonds is subject to the hold-the-offering-price rule. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.

By submitting a bid, each bidder confirms that, except as otherwise provided in its bid, it has an established industry reputation for underwriting new issuances of municipal bonds, and, further, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to

the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the Issuer when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Issuer acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to comply with the hold-the-offering-price rule if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to comply with the hold-the-offering-price rule if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date that the Bonds are awarded by the Issuer to the winning bidder.

DELIVERY OF BONDS: The Authority will furnish Bonds ready for execution at its expense. Bonds will be delivered without expense to the Purchaser. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of delivery of the Bonds. If the Bonds are not tendered for delivery by twelve o'clock noon, Eastern Time, on the 45th day following the date of receipt of bids or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the Bonds, withdraw its bid by serving written notice of cancellation on the undersigned, in which event the Authority shall promptly return the good faith deposit. Payment for the Bonds shall be made in Federal Reserve Funds. Notwithstanding the foregoing, the successful bidder will be required to pay for and accept delivery of the Bonds on _____, 20__.

UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE: In order to assist Bidders in complying with SEC Rule 15c2-12, as amended, the Authority and the County will covenant to undertake (pursuant to a resolution adopted or to be adopted by its governing body), to provide annual reports and timely notice of certain events for the benefit of beneficial owners of the Bonds. The details and terms of the undertaking are set forth in a Continuing Disclosure Certificate to be executed and delivered by the Authority, a form of which is included in the Preliminary official statement and in the final official statement.

OFFICIAL STATEMENT:

Hard Copy

A copy of the Preliminary official statement (the "Preliminary Official Statement") may be obtained by contacting _____ at the address listed below. The Preliminary Official Statement is in a form deemed final as of its date by the Authority for purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion of a final official statement (the "Final Official Statement"). The successful bidder shall supply to the Authority, within twenty-four (24) hours after the award of the Bonds, all pricing information and any underwriter

identification determined by Bond Counsel to be necessary to complete the Final Official Statement.

Internet

In addition, the Authority has authorized the preparation and distribution of a Preliminary Official Statement containing information relating to the Bonds via the Internet. The Preliminary Official Statement can be viewed and downloaded at www.i-dealprospectus.com or at www.tm3.com.

The Authority will furnish to the successful bidder, at no cost, 25 copies of the Final Official Statement within seven (7) business days after the award of the Bonds. Additional copies will be supplied upon the bidder's agreement to pay the cost incurred by the Authority for those additional copies.

The Authority shall deliver, at closing, an executed certificate to the effect that as of the date of delivery the information contained in the Final Official Statement, including revisions, amendments and completions as necessary, relating to the Authority and the Bonds is true and correct in all material respects, and that such Final Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

CUSIP NUMBERS: It is anticipated that CUSIP numbers will be printed on the Bonds, but neither the failure to print such numbers nor any improperly printed number shall constitute cause for the purchaser to refuse to accept delivery of or to pay for the Bonds. All expenses for printing CUSIP numbers on the Bonds shall be paid for by the Authority, except that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchaser.

BIDDER CERTIFICATION: NOT "IRAN-LINKED BUSINESS": By submitting a bid, the bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act 17, Public Acts of Michigan, 2012; MCL 129.311 et seq.

ADDITIONAL INFORMATION: Further information may be obtained from the undersigned at the address specified above or from _____.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES: Envelopes containing the bids should be plainly marked "Bid for the Oakland County Building Authority Bonds, Series 20__."

OAKLAND COUNTY BUILDING AUTHORITY

* Subject to Adjustment

MISCELLANEOUS RESOLUTION #18421

BY: Commissioner Phillip Weipert, Chairperson, Planning and Building Committee,

IN RE: DEPARTMENT OF FACILITIES MANAGEMENT - RESOLUTION AUTHORIZING THE OAKLAND COUNTY BUILDING AUTHORITY TO FINANCE THE RETROFITTING OF COUNTY BUILDINGS TO ADD SECURITY, LIFE SAFETY, FIRE SUPPRESSION AND BARRIER FREE SYSTEMS

To the Oakland County Board of Commissioners
Chairperson, Ladies and Gentlemen:

WHEREAS, there have been prepared and presented to the Board of Commissioners (the "Board") of the County of Oakland, Michigan (the "County"), documents describing the project to finance the retrofitting of County buildings to add security, life safety, fire suppression and barrier free systems -(the "Project"), all as more fully described in EXHIBIT A to the Lease Contract (as hereinafter defined), and a proposed Lease Contract between the County and the Oakland County Building Authority (the "Authority") dated as of December 15, 2018 (the "Lease Contract"), pursuant to which the Authority will construct, furnish and equip the Project as set forth in the Lease Contract and as contemplated by the terms of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31"), and lease the Project to the County for a term not to exceed 50 years as permitted by Act 31; and

WHEREAS, it has been estimated that the period of usefulness of the Project to be not less than 25 years and that the total cost of constructing, furnishing, and equipping the Project (as defined in the Lease Contract) in an amount not to exceed \$37,000,000 which will be provided by the proceeds from the sale of bonds by the Authority pursuant to Act 31; and

WHEREAS, there has been prepared and attached hereto as APPENDIX I a form of Lease Contract and as APPENDIX II a form of notice entitled "NOTICE OF INTENTION OF THE COUNTY OF OAKLAND TO ENTER INTO A LEASE CONTRACT WITH THE OAKLAND COUNTY BUILDING AUTHORITY AND NOTICE OF RIGHT TO PETITION FOR REFERENDUM THEREON" (the "Notice of Intention").

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OAKLAND, MICHIGAN, as follows.

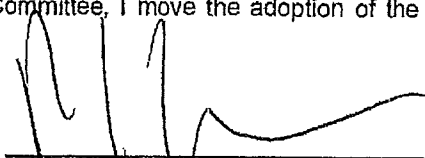
1. The documents and estimates relating to the Project and identified in EXHIBIT A to APPENDIX I hereto are hereby approved and ordered filed with the County Clerk.
2. The Lease Contract in the form of APPENDIX I hereto is hereby approved.
3. It is hereby determined that the Notice of Intention provides information sufficient to adequately inform the electors and taxpayers of the County of the nature of the contractual obligations to be undertaken by the County in the Lease Contract and of their right under Act 31 to file a petition requesting a referendum election on the Lease Contract.
4. The form and content of the Notice of Intention, set forth in APPENDIX II, are hereby approved, and the County Clerk is hereby authorized and directed to cause the Notice of Intention to be published once in the *Oakland Press*, Pontiac, Michigan, a newspaper of general circulation within the County which is hereby determined to be the newspaper reaching the largest number of electors and taxpayers of the County. The Notice shall be at least one third of a page in size.
5. The Treasurer of the County is hereby authorized to declare official intent of the County with respect to reimbursement.
6. Each declaration of official intent shall be substantially in the form set forth in APPENDIX III attached hereto and by this reference incorporated herein, and said form may be modified from time to time on the advice of bond counsel to the County and as necessary to conform to requirements of our reimbursement regulations as the same may be adopted by the Internal Revenue Service or amended from time to time, or with the requirements of applicable rulings or regulations relating to tax-exempt borrowings.
7. The Treasurer is hereby directed to file each declaration of official intent in the office of the Oakland County Clerk, which location constitutes the customary location of the records of the Authority which are available to the general public.
8. The Oakland County Clerk is further directed to assure that each declaration of intent is continuously available during normal business hours of the County on every business day of the

Motion carried to directly refer to the Finance Committee on a voice vote.

PLANNING AND BUILDING COMMITTEE

Motion carried unanimously on a roll call vote with Tietz absent.

period beginning the earlier of 10 days after the date of execution of said declaration of intent and ending on the date of issuance of the Reimbursement Bonds.
Chairperson, on behalf of the Planning and Building Committee, I move the adoption of the foregoing resolution.



Commissioner Phillip Weipert, District #8
Chairperson, Planning and Building Committee

APPENDIX I

LEASE CONTRACT

THIS FULL FAITH AND CREDIT GENERAL OBLIGATION LEASE CONTRACT ("Lease") made as of December 15, 2018, by and between the OAKLAND COUNTY BUILDING AUTHORITY (the "Authority"), a building authority organized and existing under and pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31"), and the COUNTY OF OAKLAND, a County of the State of Michigan (the "County"),

WITNESSETH:

WHEREAS, the Authority has been incorporated by the County pursuant to Act 31 for the purpose of acquiring, furnishing, equipping, owning, improving, enlarging, operating and maintaining a building or buildings, automobile parking lots or structures, recreational facilities and stadiums, and the necessary site or sites therefor, for the use of the County; and

WHEREAS, the County desires to undertake a project to construct, furnish and equip retrofitting of County buildings to add security, life safety, fire suppression and barrier free systems, as more fully described in EXHIBIT A to this Lease (the "Project"), and it is proposed that the Authority undertake the Project; and

WHEREAS, it is proposed that the Authority finance all or a portion of the total cost of the Project by the issuance of building authority bonds payable from cash rental payments to be made by the County to the Authority pursuant to this Lease and Act 31; and

WHEREAS, a description of the Project, and estimate of the period of usefulness thereof and an estimate of the total cost of the Project, all as set forth on EXHIBIT A to this Lease, have been reviewed and approved by the Board of Commissioners of the County; and

WHEREAS, in order to make possible the issuance of building authority bonds to finance all or a portion of the total cost of the Project, it is necessary under Act 31 for the parties to enter into this Lease;

THEREFORE, in consideration of the mutual undertakings and agreements set forth below, the Parties agree to the following terms and conditions:

1. Authorization and Issuance of Bonds. (a) As soon as practicable after the effective date of this Lease, the Authority shall proceed to authorize and issue one or more series of its building authority bonds in the aggregate principal amount of not to exceed \$37,000,000 (the "Bonds"), pursuant to and in accordance with provisions of Act 31, for the purpose of constructing, furnishing and equipping the Project. The Authority shall pledge for the payment of the principal of and interest on the Bonds the receipts from the cash rental payments described and required to be paid by the County pursuant to this Lease. The Bonds of any series shall be dated May 1, 2019 or the first day of any later month in 2019, 2020, 2021, 2022 and 2023 and the final maturity may be at any time up to and including December 1, 2043 as the Authority shall approve in the resolution authorizing issuance of the Bonds (the "Bond Resolution"). The Bonds shall bear interest at a rate or rates that will result in a net interest cost not exceeding 7% per annum. Interest shall be payable semi-annually and shall begin as specified in the Bond Resolution until maturity of the bonds and shall mature in accordance with the Debt Retirement Schedule set forth on EXHIBIT B to this Lease. Each date on which any payment of principal of and/or interest on any bond is due is referred to herein as a "Bond Payment Date." The Bonds may be payable on the first day of a different month, if necessary, to match rental income paid to the County.

(b) The County and the Authority recognize and acknowledge that (a) such Debt Retirement Schedule is based upon an assumed interest rate and date of issuance of the Bonds and upon assumed Bond Payment Dates, all as set forth in EXHIBIT B, (b) the Bond Payment Dates will be specified in the Bond Resolution, (c) the date and amount of each payment of cash rental required under this Lease will be determined (subject to the limitations expressed in the preceding paragraph of this Section) when the Bond Resolution is adopted by the Authority and the Bonds are sold, by application of the rate or rates of interest (that will result in a net interest cost not exceeding 7% per annum) actually borne by the Bonds.

(c) The Bonds may be sold subject to redemption prior to maturity at the option of the Authority with such redemption premiums and upon such terms as shall be set forth in the Bond Resolution.

(d) Upon receipt of the proceeds of the sale of the Bonds, all premium, capitalized interest, if any, and accrued interest received from the purchaser or purchasers of the Bonds shall be transferred to a bond and interest redemption fund, and the balance of such proceeds shall be deposited into a construction fund, each of which shall be established by the Bond Resolution and maintained as a separate depository account of the Authority. The money in the construction fund shall be used to pay costs of the Project, and upon payment of all such costs, any excess money in the construction fund will be used as provided in Section 4.

(e) In the event that for any reason after the date upon which this Lease is executed, but before the Bonds have been issued, it appears to the County and the Authority that the part of the Project to be paid by bond proceeds can be constructed, furnished and equipped for less than \$25,000,000, or the County shall be able to make payment in advance on the cash rental payments payable pursuant to this Lease, the Authority may reduce the amount of bonds to be issued in multiples of \$5,000 and reduce the annual maturities or the years of maturities as the County Treasurer shall direct.

2. Transfer of Title to and Completion of Project. The Parties acknowledge that the Authority owns the real property and buildings comprising the Project, except for the following: (1) 97 W – Parks and Recreation Administration building, (2) portions of the 8 E East Annex and 10 E County Jail and Sheriff's Records buildings, and (3) 52-3 District Court building. The Project, except as set forth in the previous sentence, is already leased to the County and shall continue to be leased to the County pursuant to the previous lease(s) (leases approved by Miscellaneous Resolutions #12035, #12100, and #15250). Upon expiration or termination of the previous lease(s), the Project shall be leased pursuant to this Lease. As set forth herein, the Authority shall construct, furnish, and equip the Project, which shall be leased, as set forth in the previous sentence, to the County pursuant to this Lease. The plans, cost estimate and estimated period of usefulness for the Project, all of which have been filed with the County Clerk and the Secretary of the Authority, are hereby approved and adopted. The Project shall be implemented in substantial accordance with such plans which are incorporated as part of (but not attached to) this Lease. The Authority shall not disclose or permit the disclosure of the plans to construct, furnish and/or equip the Project. The Authority acknowledges that such Project plans are confidential, shall be marked confidential and are exempt from disclosure under the Michigan Freedom of Information Act, MCL 15.243(1)(y).

3. Increased Project Costs. In the event that it shall appear, upon determining the costs for constructing, furnishing and equipping of the Project and after issuance of the Bonds, that the Project cannot be completed at the estimated cost, the Authority shall immediately notify the County. The County may elect to pay the increased cost in cash to the Authority in which event the amount of such cash payment shall be deposited in the construction fund for the Project and the Authority shall proceed to construct, furnish and equip and complete the Project. In the alternative, the County and the Authority may agree, by an amendment to this Lease, that additional bonds shall be issued by the Authority in an amount sufficient to pay the increased Project costs. If, after the sale and issuance of the Bonds, it shall become necessary to raise additional funds to pay for an increase in the Project costs and this Lease cannot be amended to provide for the issuance of additional bonds, or if for any other reason additional bonds cannot be issued, the County shall pay to the Authority in cash an amount which will be sufficient to enable the Authority to complete the Project in accordance with the plans of the Project.

4. Funds Remaining After Completion. Any unexpended balance of the proceeds of the sale of the Bonds remaining after completion of the Project may be used to improve or enlarge the Project upon the approval of the Planning and Building Committee of the Board of Commissioners provided that such use of the funds in the construction fund has been approved by the Municipal Finance Division of the Michigan Department of Treasury, if necessary, and the County. Any unexpended balance not so used shall be paid into the bond and interest redemption fund, and the County shall receive a credit against the cash rental payments next due under this Lease to the extent of the moneys so deposited in the manner provided in the Bond Resolution.

5. Bond Insurance Requirements. The Authority shall require any contractor or contractors for the Project to furnish all necessary bonds guaranteeing performance and all labor and material bonds and all owner's protective, workers' compensation and liability insurance required for the protection of the Authority and the County. Such bonds and insurance, and the amounts thereof, shall be subject to approval of the County's Department of Risk Management on the advice of its counsel. The Authority also shall require a sufficient fidelity bond from any person handling funds of the Authority.

6. Lease Term; Possession; Reconveyance. (a) As set forth in and consistent with Paragraph 2, the Authority does hereby lease the Project, as described in Exhibit A, to the County for a term commencing on the effective date of this Lease (determined as provided in Section 22) and ending on December 31, 2043, or such earlier or later date as the principal of and premium, if any, and interest on the Bonds, the fees and expenses of the paying agent for the Bonds and all amounts owing hereunder have been paid in full, but in any event the term of this Lease shall not exceed 50 years. Possession of the Project shall vest in the County upon the complete execution of the Lease. At the end of the term of this Lease, the Authority shall convey to the County all of its right, title and interest in and to the Project and any lands, easements or rights-of-way appertaining thereto, and upon such conveyance, this Lease shall terminate, and the Authority shall have no further interest in, or obligations with respect to, the Project.

(b) To the extent necessary and as set forth in and consistent with Paragraph 2, the County shall, upon the terms and conditions set forth in this Lease, convey to the Authority any and all rights to all lands, buildings, towers, tenements, hereditaments, easements, rights-of-way, licenses and personal property necessary to enable the Authority to complete the Project in accordance with the plans.

7. Cash Rental; Pledge of Full Faith and Credit. (a) The County hereby agrees to pay to the Authority as cash rental for the Project such periodic amounts as shall be sufficient to enable the Authority to pay the principal of and interest on the Bonds as such principal and interest shall become due, whether at maturity or by redemption. For so long as any bonds are outstanding, the County shall pay to the Authority, on the Bond Payment Date, an amount sufficient to pay the principal and/or interest due on the Bonds on such Bond Payment Date.

(b) The County hereby pledges its full faith and credit for the payment of the cash rental when due and agrees that it will levy each year such ad valorem taxes as shall be necessary for the payment of such cash rental, which taxes, however, will be subject to applicable constitutional and statutory limitations on the taxing power of the County, and which shall not be in an amount or at a rate exceeding that necessary to pay its contractual obligation pursuant to this Lease. If the County, at the time prescribed by law for the making of its annual tax levy, shall have other funds on hand which have been set aside and earmarked for payment of its obligations under this Lease for which a tax levy would otherwise have to be made, then the tax levy shall be reduced by the amount of such other funds. Such other funds may be raised from any lawful source. The obligation of the County to make such cash rental payments shall not be subject to any set-off by the County nor shall there be any abatement of the cash rental payments for any cause, including, but not limited to, casualty that results in the Project being untenable.

8. Expenses of Issuing and Payment of Bonds. The Authority shall pay from the proceeds of the sale of any series of the Bonds all expenses incurred with respect to the issuance of the Bonds. The County agrees to pay to the Authority, in addition to the cash rental provided for in Section 7, all expenses incurred with respect to the issuance and payment of the Bonds, to the extent not so paid from the proceeds from the sale of the Bonds. The obligation of the County to make such payments shall be a general obligation of the County.

9. Preliminary Expenses of the County. Upon the sale of the Bonds, the County shall give the Authority a full and complete accounting of the preliminary costs and expenses incurred on or before that date by the County in connection with the Project, and the Authority shall thereupon reimburse the County for such costs and expenses to the extent that such costs and expenses were included in the portion of the total cost of the Project to be paid from bond proceeds.

10. Maintenance and Repairs. The County shall, at its own expense, operate and maintain the Project and shall keep the same in good condition and repair. Operation and maintenance shall include but not be limited to the following: the furnishing of all personnel, equipment and facilities; the provision of all light, power, heat, water, sewerage, drainage and other utilities; and the furnishing of all properties and services of whatever nature, as shall be necessary or expedient in the efficient and lawful operation and maintenance of the Project. Premiums for insurance required to be carried upon or with respect to the Project or the use thereof and taxes levied upon either party hereto on account of the ownership or use of the Project, or on account of rentals or income from the Project, shall likewise be deemed operation and maintenance expenses. The obligation of the County to pay all costs and expenses of the operation and maintenance of the Project shall be a general obligation of the County.

11. Property Insurance and Insurance Proceeds. The County shall cause to be provided, at no expense to the Authority, fire and extended coverage insurance in an amount which is at least equal to the amount of bonds outstanding from time to time or to the amount of the full replacement cost of the Project if that amount be less than the amount of bonds outstanding. In the event of the partial or total destruction of the Project during or after construction, or if the Project is for any reason made unusable, the cash rental payments provided in Section 7 shall continue unabated. In the event the insurance proceeds are payable to the County, the County shall have the option to use the proceeds of insurance, in the event of loss or damage to the Project, for the repair or restoration of the Project.

12. Liability Insurance. The County shall cause to be provided and maintained during the term of this Lease adequate liability insurance or self-insurance protecting the County and the Authority against loss on account of damage or injury to persons or property, imposed by reason of the ownership, possession, use, operation, maintenance or repair of the Project and the site of the Project, or resulting from any acts of omission or commission on the part of the County or the Authority or their respective officers or employees in the connection with the Project. Such insurance shall be made effective upon the complete execution of this Lease.

13. No Unlawful Use Permitted. The Project shall not be used or permitted to be used in any unlawful manner or in any manner which would violate the provisions of any contract or agreement between the County or the Authority and any third party.

14. Use of Project by Third-Parties. The County may, through written agreement, permit the Project to be used by third parties, set forth in Exhibit A, without the prior approval of the Authority.

15. Indemnification/Hold Harmless. To the extent permitted by law, the County shall hold the Authority harmless and keep it fully indemnified at all times against any loss, injury or liability to any persons or property by reason of the use, misuse or non-use of the Project or from any act or omission in, on or about the Project. The County shall, at its own expense, make any changes or alterations in, on or about the Project which may be required by any applicable statute, charter, ordinance or governmental

regulation or order and shall save the Authority harmless and free from all costs or damages with respect thereto.

16. Alterations of Project. The County, in its sole discretion, may install or construct in or upon, or may remove from the Project, any equipment, fixtures or structures, and may make any alterations to or structural changes in, the Project as the County may desire in accordance with the standing rules of the Board of Commissioners.

17. Right of Inspection. The Authority, through its officers, employees, or agents, may enter upon the Project at any reasonable time during the term of this Lease for the purpose of inspecting the Project and determining whether the County is complying with the covenants, agreements, terms and conditions of this Lease; provided, that during such inspections of the Project, the County may, in its sole discretion, require the Authority's officers, employees, and/or agents to be accompanied by certain County officers, employees, and/or agents or public officials as determined by the County.

18. Contractual Rights of Bondholders. Inasmuch as this Lease, and particularly the obligation of the County to make cash rental payments to the Authority, provides the security for payment of the principal of and interest on the Bonds, it is hereby declared that this Lease is made for the benefit of the holders from time to time of the Bonds as well as for the benefit of the parties and that such holders shall have contractual rights under this Lease. In the event of any default under this Lease on the part of the County, the Authority and the holders of the Bonds shall have all rights and remedies provided by law, including in particular all rights and remedies provided by Act 31. The parties shall not do nor permit to be done any act, including amending this Lease, that would impair the security of the Bonds or the rights of the holders of the Bonds. An amendment of this Lease to authorize the issuance of additional bonds and providing the payment of additional cash rentals for the payment of such bonds shall not be deemed to impair the security of the Bonds or the rights of the holders of the Bonds.

19. Appurtenant Facilities. The sites on which this Project is to be located includes or will include roadways, walks, drives, parking areas and landscaping which are of benefit to and necessary to the full use and enjoyment of the Project, the County shall maintain such appurtenant facilities in good repair and condition. The appurtenant facilities shall be available to the users and occupants of the Project.

20. Successors and Assigns. This Lease shall inure to the benefit of, and be binding upon, the respective parties hereto and their successors and assigns, provided, however, that no assignment shall be made in violation of the terms of this Lease nor shall any assignment be made which would impair the security of the Bonds or the rights of the holders of the Bonds.

21. Abandonment of Project. In the event the Bonds to finance the Project cannot be or are not issued by the Authority on or before December 31, 2023, the Project shall be abandoned, the County shall pay from available funds all expenses of the Authority incurred to the date of abandonment, and neither party shall have any further obligations under this Lease.

22. Consents, Notices, Etc. The right to give any consent, agreement or notice required or permitted in this Lease shall be vested, in the case of the County, in its Board of Commissioners, and in the case of the Authority, in its Commission. Any notice required or permitted to be given under this Lease shall be given by delivering the same, in the case of the County, to the County Clerk, and in the case of the Authority, to any member of its Commission.

23. Changes in Law or Corporate Status. In the event there shall occur changes in the Constitution or statutes of the State of Michigan which shall affect the organization, territory, powers or corporate status of the County, the terms and provisions of this Lease shall be unaffected thereby insofar as the obligation of the County to make the cash rental payments is concerned. The proceeds of any sale or other liquidation of any interest of the County or the Authority in the Project are hereby impressed with a

first and prior lien for payment of any outstanding bonds or other obligations of the Authority incurred by reason of the Project or any additions or improvements thereto.

24. Effective Date of Lease. This Lease shall become effective on the 61st day after publication of a Notice of Intention in the *Oakland Press*, a newspaper published in Pontiac, Michigan, as required by Act 31, provided that if a petition for a referendum is filed as provided in (and meeting all requirements of) Section 8b of Act 31, then this Lease shall not become effective unless and until approved by a majority of the electors of the County voting thereon at a general or special election.

25. Undertaking to Provide Continuing Disclosure. The County and the Authority hereby covenant and agree, for the benefit of the beneficial owners of the Bonds, to enter into a written undertaking (the "Undertaking") required by SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The undertaking shall be in the form attached to the official statement for the Bonds. This Undertaking shall be enforceable by the beneficial owners of the Bonds or by the Purchaser(s) on behalf of such beneficial owners (provided that the Purchaser(s) right to enforce the provisions of this Undertaking shall be limited to a right to obtain specific enforcement of the obligations hereunder and any failure by the County and the Authority to comply with the provision of this Undertaking shall not be an event of default with respect to the Bonds).

The County Treasurer and the Chairperson or Treasurer of the Authority, or other officer of the County or Authority charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County's and Authority's Undertaking.

IN WITNESS WHEREOF, the OAKLAND COUNTY BUILDING AUTHORITY, by its Commission, and the COUNTY OF OAKLAND, by its Board of Commissioners, have caused this Lease to be signed by their duly authorized officers, and their seals to be affixed hereto, all as of the day and year first above written.

WITNESSES TO SIGNATURES OAKLAND COUNTY BUILDING AUTHORITY
OF AUTHORITY OFFICERS:

_____ By: _____
Chairperson of its Commission

_____ By: _____
Secretary of its Commission

WITNESSES TO SIGNATURES COUNTY OF OAKLAND
OF COUNTY OFFICERS:

_____ By: _____
Chairperson, Board of Commissioners

By: _____
County Clerk

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

On this ____ day of _____, _____, before me appeared _____ and _____, to me personally known, who being by me duly sworn, did each say that they are, respectively, the Chairperson and the Secretary of the Commission of the OAKLAND COUNTY BUILDING AUTHORITY and that the foregoing Lease Contract was signed and sealed by them on behalf of the Authority by authority of its Commission, and that such persons acknowledged such instrument to be the free act and deed of the Authority.

/s/ _____,

Notary Public
State of Michigan, County of Oakland
My commission expires _____
Acting in the County of Oakland

(Seal)

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

On this ____ day of _____, _____, before me appeared _____ and _____, to me personally known, who being by me duly sworn, did each say that they are, respectively, the Chairman of the Board of Commissioners and the County Clerk of the COUNTY OF OAKLAND and that the foregoing Lease Contract was signed and sealed by them on behalf of the County by authority of its Board of Commissioners, and that such persons acknowledged such instrument to be the free act and deed of the County.

/s/ _____,

Notary Public
State of Michigan, County of Oakland
My commission expires _____
Acting in the County of Oakland

(Seal)

Instrument Drafted By:

John R. Axe
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, Michigan 48226

EXHIBIT A to LEASE CONTRACT

PROJECT DESCRIPTION

[SEE ATTACHMENT !]

Projected Cost Summary for retrofitting of County buildings to add security, life safety, fire suppression and Barrier Free systems:

Total Project Construction Costs Including:

- **Furnishings/fixtures/equipment, Land Acquisition – misc.,
and Contingency: \$35,000,000.00**

- Financing Costs Including
Bond Discount and Project Contingency: \$ 2,000,000.00**

- Maximum Estimated Bond Issue Size: \$37,000,000.00**

Attachment I

BOND PROJECT DESCRIPTION

The project will consist of:

- Installation of fire suppression systems in Children's Village J and A buildings
- Implementation of ADA enhancements
- Implementation of life safety enhancements
- Implementation of security enhancements

The project will impact nearly two million square feet of Oakland County building space on the Oakland County campus in Waterford and Pontiac, Michigan, as well as County buildings in Southfield, Troy, and Rochester Hills, Michigan – see Exhibit B below. Primary examples of the enhancements to be made are presented in Exhibit A below. These are only examples; other related enhancements will be performed as well. An estimated cost summary is presented below. These are only estimates; no formal bidding has occurred to provide contractual-level costing.

Total Project Construction Cost:	\$32,669,783
• Fire suppression systems	\$3,000,000
• ADA enhancements	\$16,206,592
• Life safety enhancements	\$4,836,553
• Security enhancements	\$8,626,638
Bond Discount Financing Costs, and Contingency:	<u>\$4,330,217</u>
Total Estimated Bond Issue Size:	\$37,000,000

Exhibit A – Primary examples of the ADA enhancements, life safety enhancements, and security enhancements included in this project.

ADA Enhancements

- Adding or renovating ramps
- Adding curb cuts in sidewalks and entry areas
- Relocating shelves within reach-ranges
- Moving tables, chairs, display racks, and other furniture and equipment to enhance accessibility
- Providing raised markers on elevator controls
- Adding alarm strobe lights
- Widening doors for accessibility

- Eliminating turnstiles or providing alternative entry paths
- Installing accessible door hardware
- Installing grab bars
- Rearranging restrooms to allow for maneuvering space and placing counters, sinks, paper towel dispensers, etc., within reach-ranges
- Installing raised toilet seats
- Adding handicap and van parking
- Widening aisleways in courtrooms, file rooms, etc.
- Lowering drinking fountains

Life safety enhancements

- Adding egress exit signage
- Adding emergency battery-powered lighting
- Changing out door hardware and swings
- Enhancing fire detection and alarm systems
- Enhancing door controls and ensuring egress route doors default open when alarms are activated
- Building stairwell enclosures and fire walls

Security enhancements

- Building access controls
- Securing roof hatch and air intakes
- Building alarm system expansion
- CCTV camera expansion and use of analytics software
- Construction of a central Command Center
- Remodeling to provide layered security between outer doors and the interiors of buildings
- Adding security fencing and gates
- Centralizing all package deliveries to one location for screening
- Bolstering security doors
- Expansion of panic/duress alarms

- Adding door/gate intercoms and remote controls
- Adding or expanding use of generators
- Enhancing exterior campus lighting
- Adding emergency address PA systems
- Expanding use of ballistic glass in windows and doors

Exhibit B – Buildings that may be included in the project are listed below and depicted in the attached map.

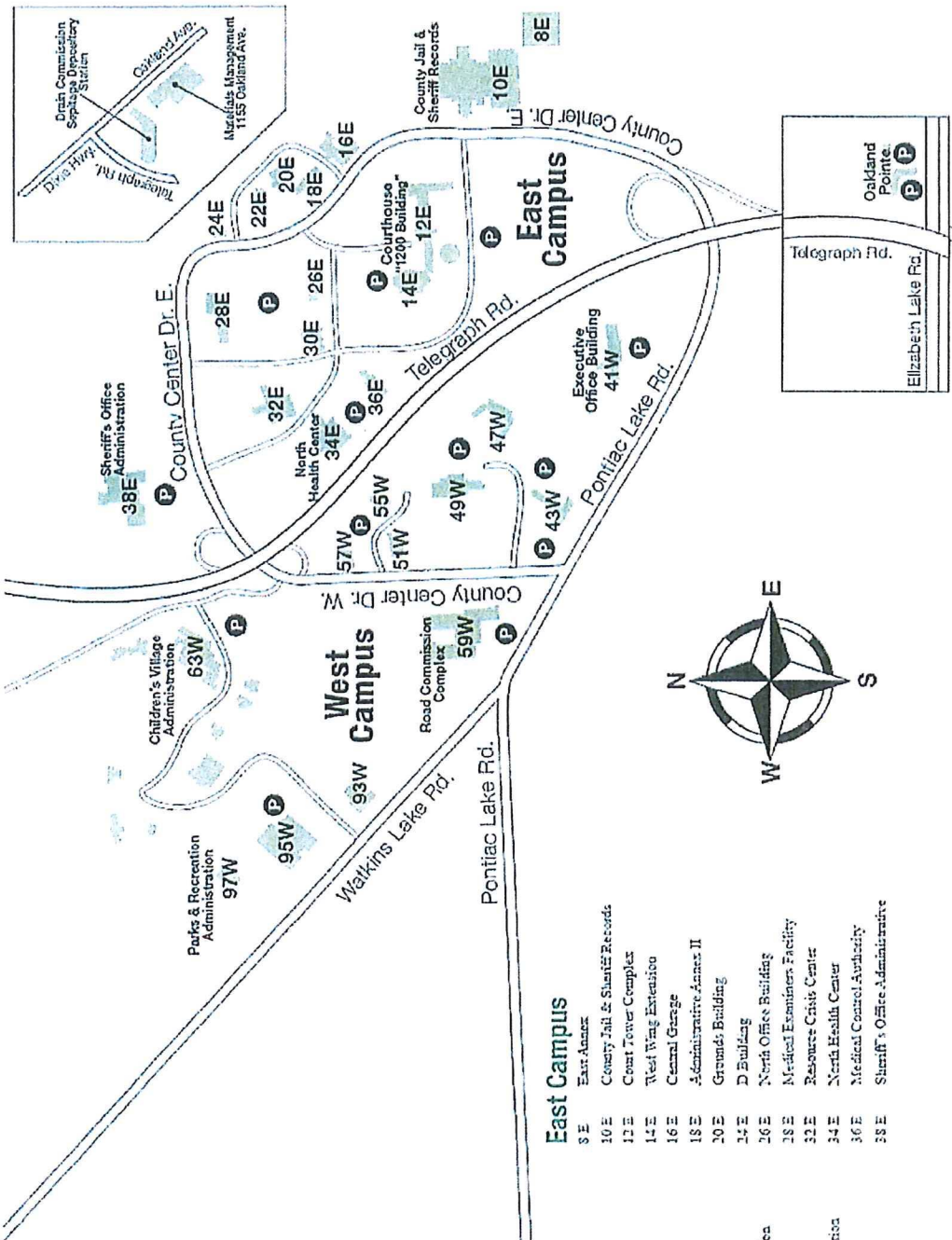
Main Campus

- 41 W Executive Office Building
- 43 W Oakland County Market
- 47 W Homeland Security
- 57 W Sheriff's Patrol Services
- 63 W Children's Village Administration
- 95 W Public Works Building
- 97 W Parks & Recreation Administration
- 8 E East Annex
- 10 E County Jail & Sheriff Records
- 12 E Court Tower Complex
- 14 E West Wing Extension
- 16 E Vehicle Operations
- 18 E Administrative Annex II
- 20 E Grounds East
- 26 E North Office Building
- 28 E Medical Examiners Facility
- 34 E North Oakland Health Center
- 36 E Medical Control Authority / Pontiac Health Center
- 38 E Sheriff's Office Administration
- 42 E Animal Shelter & Pet Adoption Center

Note: Other campus buildings may be affected by the project as well.

Remote Buildings

- Oakland Pointe – 250 and 230 Elizabeth Lake Road, Pontiac, MI 48341
- South Oakland Health Center – 27725 Greenfield Rd., Southfield, MI 48076
- South Oakland Office Building – 1151 Crooks Rd., Troy, MI 48083
- 52nd District Court - Rochester Hills – 700 Barclay Circle, Rochester Hills, MI 48307



West Campus

- 41 W Executive Office Building
- 43 W Oakland County Market
- 47 W Homeland Security
- 49 W Administrative Annex I
- 51 W Oakland County Credit Union
- 55 W Easter Seals Society
- 57 W Sheriff's Patrol Services
- 59 W Road Commission Complex
- 63 W Children's Village Administration
- 93 W US Army Reserve Center
- 95 W Public Works Building
- 97 W Parks & Recreation Administration

East Campus

- 9 E Exec Annex
- 10 E County Jail & Sheriff Records
- 12 E Court Tower Complex
- 14 E West Wing Extension
- 16 E Central Garage
- 18 E Administrative Annex II
- 20 E Grounds Building
- 24 E D Building
- 26 E North Office Building
- 32 E Medical Examiner Facility
- 32 E Resource Crisis Center
- 34 E North Health Center
- 36 E Medical Control Authority
- 38 E Sheriff's Office Administration

EXHIBIT B to LEASE CONTRACT
OAKLAND BUILDING AUTHORITY PROJECT
SCHEDULE OF PRINCIPAL AND INTEREST

<u>DUE</u>	<u>AMOUNT</u>
TOTAL	\$ _____

APPENDIX II

NOTICE OF INTENTION OF THE COUNTY OF OAKLAND TO ENTER INTO A LEASE CONTRACT WITH THE OAKLAND COUNTY BUILDING AUTHORITY AND NOTICE OF RIGHT TO PETITION FOR REFERENDUM THEREON

TO ALL ELECTORS AND TAXPAYERS OF
THE COUNTY OF OAKLAND:

NOTICE IS HEREBY GIVEN that the Board of Commissioners of the County of Oakland, Michigan (the "County"), has authorized the execution of a full faith and credit general obligation lease contract (the "Lease") between the County and the Oakland County Building Authority (the "Authority"). The Lease provides, among other things, for the following purposes: see Exhibit A (the "Project"). The Lease provides further that the Authority will finance all or a portion of the total cost of the Project by the issuance of one or more series of building authority bonds (the "Bonds") pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31"), in anticipation of the receipt of cash rental payments to be made by the County to the Authority pursuant to the Lease. The maximum amount of bonds to be issued in one or more series shall not exceed \$37,000,000.00 and will mature not later than twenty-one (21) years from the date of issuance, the term of the Lease shall not exceed 50 years and the Bonds shall bear interest at a rate or rates that will result in a net interest cost of not more than 7% per annum.

FULL FAITH AND CREDIT AND TAXING POWER OF THE COUNTY OF OAKLAND WILL BE PLEDGED

NOTICE IS FURTHER GIVEN that in the Lease the County will obligate itself to make cash rental payments to the Authority in amounts sufficient to pay the principal of and interest on the Bonds. The full faith and credit of the County will be pledged for the making of such cash rental payments. Pursuant to such pledge of its full faith and credit, the County will be obligated to levy such ad valorem taxes upon all taxable property in the County as shall be necessary to make such cash rental payments, which taxes, however, will be subject to applicable statutory and constitutional limitations on the taxing power of the County. In addition to its obligation to make cash rental payments, the County will agree in the Lease to pay all costs and expenses of operation and maintenance of the Project and all expenses of the Authority incidental to the issuance and payment of the Bonds, to the extent such expenses are not payable from the proceeds of the Bonds.

RIGHT TO PETITION FOR REFERENDUM

NOTICE IS FURTHER GIVEN to the electors and taxpayers of the County to inform them of the right to petition for a referendum on the question of entering into the Lease. The County intends to enter into the Lease without a vote of the electors thereon, but the Lease shall not become effective until 60 days after publication of this notice. If, within 45-days after publication of this notice, a petition for referendum requesting an election on the Lease, signed by not less than 10% or 15,000 of the registered electors of the County, whichever is less, has been filed with the County Clerk, the Lease shall not become effective unless and until approved by a majority of the electors of the County voting thereon at a general or special election.

This notice is given by order of the Board of Commissioners pursuant to Act 31. Further information may be obtained at the office of the Oakland County Clerk, County Service Center, 1200 N. Telegraph Rd., Pontiac, Michigan 48341.

EXHIBIT A to NOTICE OF INTENTION

PROJECT DESCRIPTION

[SEE ATTACHMENT I]

Projected Cost Summary for retrofitting of County buildings to add security, life safety, fire suppression and Barrier Free systems:

Total Project Construction Costs Including:

- **Furnishings/fixtures/equipment, Land Acquisition – misc.,
and Contingency:** **\$35,000,000.00**

- Financing Costs Including
Bond Discount and Project Contingency:** **\$ 2,000,000.00**

- Maximum Estimated Bond Issue Size:** **\$37,000,000.00**

Attachment I

BOND PROJECT DESCRIPTION

The project will consist of:

- Installation of fire suppression systems in Children's Village J and A buildings
- Implementation of ADA enhancements
- Implementation of life safety enhancements
- Implementation of security enhancements

The project will impact nearly two million square feet of Oakland County building space on the Oakland County campus in Waterford and Pontiac, Michigan, as well as County buildings in Southfield, Troy, and Rochester Hills, Michigan – see Exhibit B below. Primary examples of the enhancements to be made are presented in Exhibit A below. These are only examples; other related enhancements will be performed as well. An estimated cost summary is presented below. These are only estimates; no formal bidding has occurred to provide contractual-level costing.

Total Project Construction Cost:	\$32,669,783
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• ADA enhancements	\$16,206,592
• Life safety enhancements	\$4,836,553
• Security enhancements	\$8,626,638
Bond Discount Financing Costs, and Contingency:	<u>\$4,330,217</u>
Total Estimated Bond Issue Size:	\$37,000,000

Exhibit A – Primary examples of the ADA enhancements, life safety enhancements, and security enhancements included in this project.

ADA Enhancements

- Adding or renovating ramps
- Adding curb cuts in sidewalks and entry areas
- Relocating shelves within reach-ranges
- Moving tables, chairs, display racks, and other furniture and equipment to enhance accessibility
- Providing raised markers on elevator controls
- Adding alarm strobe lights
- Widening doors for accessibility

- Eliminating turnstiles or providing alternative entry paths
- Installing accessible door hardware
- Installing grab bars
- Rearranging restrooms to allow for maneuvering space and placing counters, sinks, paper towel dispensers, etc., within reach-ranges
- Installing raised toilet seats
- Adding handicap and van parking
- Widening aisleways in courtrooms, file rooms, etc.
- Lowering drinking fountains

Life safety enhancements

- Adding egress exit signage
- Adding emergency battery-powered lighting
- Changing out door hardware and swings
- Enhancing fire detection and alarm systems
- Enhancing door controls and ensuring egress route doors default open when alarms are activated
- Building stairwell enclosures and fire walls

Security enhancements

- Building access controls
- Securing roof hatch and air intakes
- Building alarm system expansion
- CCTV camera expansion and use of analytics software
- Construction of a central Command Center
- Remodeling to provide layered security between outer doors and the interiors of buildings
- Adding security fencing and gates
- Centralizing all package deliveries to one location for screening
- Bolstering security doors
- Expansion of panic/duress alarms
- Adding door/gate intercoms and remote controls

- Adding or expanding use of generators
- Enhancing exterior campus lighting
- Adding emergency address PA systems
- Expanding use of ballistic glass in windows and doors

Exhibit B – Buildings that may be included in the project are listed below and depicted in the attached map.

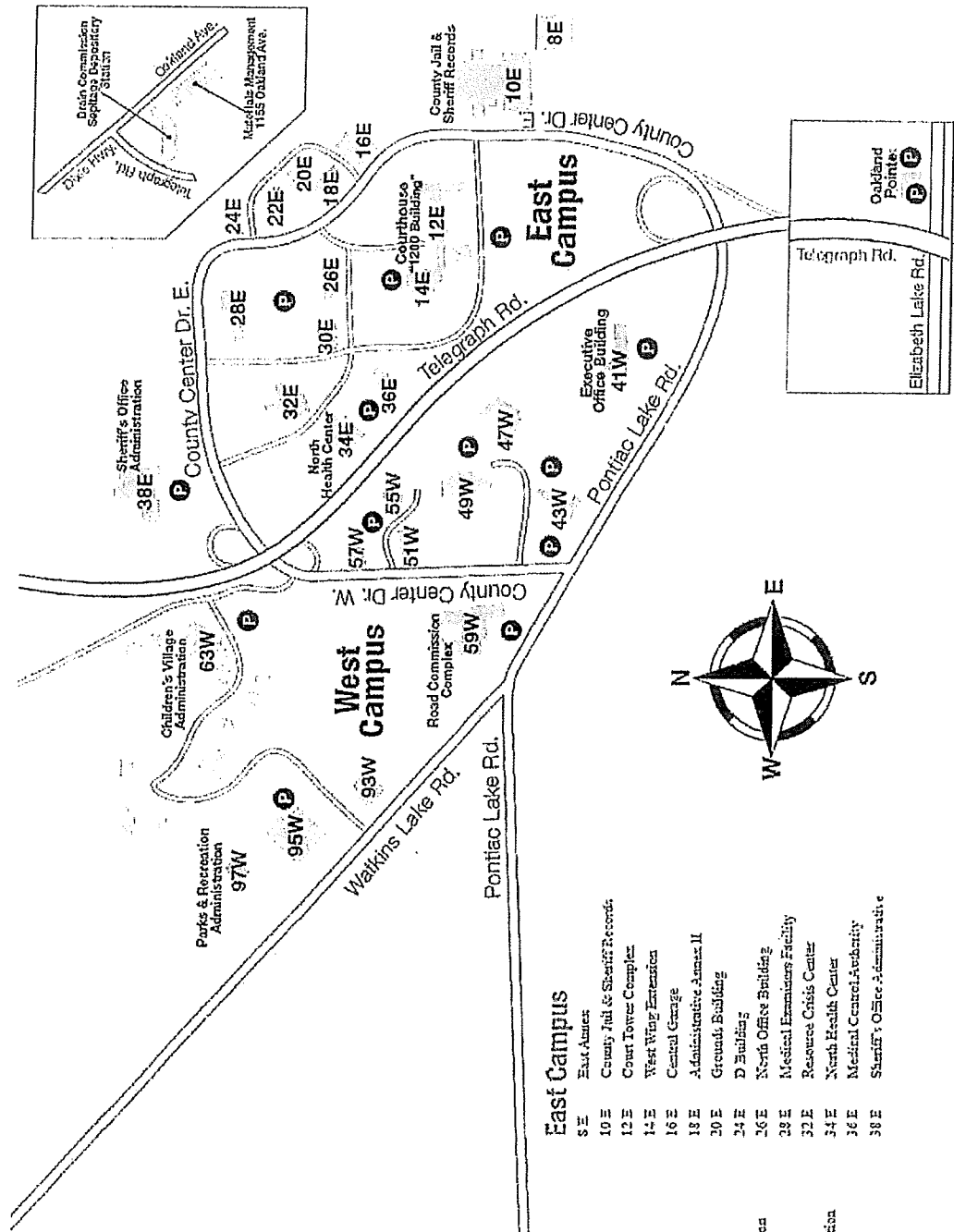
Main Campus

- 41 W Executive Office Building
- 43 W Oakland County Market
- 47 W Homeland Security
- 57 W Sheriff's Patrol Services
- 63 W Children's Village Administration
- 95 W Public Works Building
- 97 W Parks & Recreation Administration
- 8 E East Annex
- 10 E County Jail & Sheriff Records
- 12 E Court Tower Complex
- 14 E West Wing Extension
- 16 E Vehicle Operations
- 18 E Administrative Annex II
- 20 E Grounds East
- 26 E North Office Building
- 28 E Medical Examiners Facility
- 34 E North Oakland Health Center
- 36 E Medical Control Authority / Pontiac Health Center
- 38 E Sheriff's Office Administration
- 42 E Animal Shelter & Pet Adoption Center

Note: Other campus buildings may be affected by the project as well.

Remote Buildings

- Oakland Pointe – 250 and 230 Elizabeth Lake Road, Pontiac, MI 48341
- South Oakland Health Center – 27725 Greenfield Rd., Southfield, MI 48076
- South Oakland Office Building – 1151 Crooks Rd., Troy, MI 48083
- 52nd District Court - Rochester Hills – 700 Barclay Circle, Rochester Hills, MI 48307



West Campus

- 41 W Executive Office Building
- 43 W Oakland County Market
- 47 W Rembrand Security
- 49 W Administrative Annex I
- 51 W Oakland County Credit Union
- 53 W Easter Seals Society
- 57 W Sheriff's Patrol Services
- 59 W Road Commission Complex
- 63 W Children's Village Administration
- 95 W US Army Reserve Center
- 95 W Public Works Building
- 97 W Parks & Recreation Administration

East Campus

- 8 E EAM Annex
- 10 E County Jail & Sheriff Records
- 12 E Court Tower Complex
- 14 E West Wing Extension
- 16 E Central Garage
- 18 E Administrative Annex II
- 20 E Grounds Building
- 24 E D Building
- 26 E North Office Building
- 28 E Medical Examination Facility
- 32 E Resource Crisis Center
- 34 E North Health Center
- 36 E Medical Control Authority
- 38 E Sheriff's Office Administration

APPENDIX III

**FORM OF DECLARATION
OF OFFICIAL INTENT**

I, the undersigned _____ of the County of Oakland, Michigan, do hereby certify as follows:

1. I am an officer of the County authorized to declare official intent of the County to reimburse expenditures made, prior to the issuance of debt, from the proceeds of said debt.

2. This Declaration relates to the following expenditures (the "Expenditures"):

<u>Amount</u>	<u>General Purpose</u>
---------------	------------------------

3. The Expenditures are with respect to property (the "Property") having:

(A) the following general character, type or purpose:

(B) the following size, quantity or cost: _____

_____ ; and

(C) a reasonably expected economic life at least one (1) year.

4. I understand that a substantial deviation between the above description of the Property for which the Expenditures are being made and the actual Property which is acquired or constructed will invalidate this declaration of official intent with the result that any proceeds of tax-exempt debt which are used to reimburse for the Expenditures will not be deemed to have been expended upon such reimbursement.

5. The County intends to reimburse the Expenditures by incurring taxable or tax-exempt debt (the "Reimbursement Obligations").

6. The expected source of funds that will be used to pay the Expenditures is as follows: issuance of up to \$_____ of Building Authority Bonds by the Oakland County Building Authority.

7. The expected source of funds to be used to pay debt service on the Reimbursement Obligation is as follows: payment made by the Oakland County _____ through the Oakland County General Fund.

8. This declaration of intent is consistent with the budgetary and financial circumstances of the County as of the date hereof in that there are no funds which are now or are reasonably expected to be, (A) allocated on a long-term basis, (B) reserved or (C) otherwise available pursuant to the County's budget, to pay the Expenditure.

9. The County does not have a pattern of failure to reimburse expenditures for which official intent has been declared in that at least seventy-five percent (75%) of all expenditures made after

_____, for which the County has declared an intent to reimburse from the proceeds of taxable or tax-exempt debt have been, or are expected to be, so reimbursed.

10. I acknowledge that in the event that the County fails to use the proceeds of Reimbursement Obligations issued within three (3) years of the date hereof to reimburse expenditures the same may adversely affect the ability of the County to use the proceeds of tax-exempt obligations in the future to reimburse for expenditures made prior to the issuance of such obligations.

11. I further acknowledge that unless the Expenditures constitute preliminary expenditures (in the nature of architect services and soil testing but excluding land acquisition) for the Property not in excess of ten percent (10%) of the expected cost of the project of which the Property constitutes a part, the Expenditures will be paid within not in excess of two (2) years following the date hereof or, as an alternative, this declaration of intent will be renewed.

12. I further acknowledge that it is expected that the proceeds of Reimbursement Obligations will be used for reimbursement of each Expenditure not later than (A) the date that is one (1) year after the date on which such Expenditure is paid or (B) the date that is one (1) year after the date on which the Property is placed in service.

13. I further acknowledge that I will assure that the allocation referenced in item 12 (A) will be evidenced by an entry on the records of the County maintained with respect to the Reimbursement Obligations, (B) will specifically identify the Expenditure being reimbursed, and (C) on the advice of the appropriate counsel will be sufficient to relieve the allocated proceeds of the Reimbursement Obligations covered by such entry from any restrictions under the relevant legal documents and applicable state law that apply only to unspent proceeds of Reimbursement Obligations.

14. I further acknowledge that I will assure that except as referenced in item 15 the proceeds of the Reimbursement Obligations that are used to reimburse the Expenditures will not be used, directly or indirectly, (A) to pay debt service on an issue of tax-exempt obligations, (B) to create or increase the balance in a sinking fund established for the payment of debt service on the Reimbursement Obligations or another issue of tax-exempt obligations of the County or to replace funds that have been, are being, or will be so used for reserve or replacement fund purpose, or (D) to reimburse any expenditures or any payment with respect to financing of an expenditure that was originally paid with proceeds of any tax-exempt obligations of the County to any person or entity other than the County.

15. I understand that item 14 does not prohibit the use of those proceeds of the Reimbursement Obligations that are used to reimburse the Expenditures for (A) deposit in a bona fide debt service fund (that is, a fund established to pay debt service on any tax-exempt obligation of the County, other than the Reimbursement Obligation, which is depleted annually except for a reasonable carry over amount not in excess of one (1) year's interest earnings on said fund or one-twelfth (1/12th) of annual debt service), (B) to pay current debt service coming due within the next succeeding one-year period on any tax-exempt obligation of the County, other than the Reimbursement Obligations, or (C) to reimburse for expenditures originally made from the proceeds of a tax-exempt obligation of the County which were not reasonably expected by the County, on the date of issue of such obligation, to be used for such expenditure.

IN WITNESS WHEREOF, the undersigned has executed this declaration of official intent this _____ day of _____, _____.

County _____

FISCAL NOTE . (MISC. #18421)

December 6, 2018

BY: Commissioner Thomas Middleton, Chairperson, Finance Committee

IN RE: DEPARTMENT OF FACILITIES MANAGEMENT - RESOLUTION AUTHORIZING THE OAKLAND COUNTY BUILDING AUTHORITY TO FINANCE THE RETROFITTING OF COUNTY BUILDINGS TO ADD SECURITY, LIFE SAFETY, FIRE SUPPRESSION AND BARRIER FREE SYSTEMS

TO THE OAKLAND COUNTY BOARD OF COMMISSIONERS

Chairperson, Ladies and Gentlemen:

Pursuant to Rule XII-C of this Board, the Finance Committee has reviewed the above referenced resolution and finds:

1. The resolution authorizes the Oakland County Building Authority to issue Building Authority Bonds in the aggregate principal amount not to exceed \$37,000,000 for the purpose of constructing, furnishing, and equipping as noted in the project description.
2. The statutory limit for county debt is \$7,187,135,885 (10% of current State Equalized Value). As of November 16, 2018 the total outstanding County pledged credit is \$670,971,686, or approximately .9335% of the S.E.V.
3. The Building Authority bonds shall bear interest at a rate or rates that will result in net interest costs not exceeding 7% per annum.
4. The term of the bonds to be issued in one or more series shall not exceed 21 years with funding for the principal and interest payment provided initially from the General Fund for the first several years and thereafter from the Delinquent Tax Revolving Fund as noted in the FY 2018 – 2023 Fiscal Plan document dated April 20, 2018.
5. A budget amendment will be completed, if necessary, at the time of the issuance of bonds and approval of the contract with the Building Authority.
6. No budget amendment is required at this time.



Commissioner Thomas Middleton, District #4
Chairperson, Finance Committee

FINANCE COMMITTEE VOTE:

Motion carried unanimously on a roll call vote with Kowall absent.


Resolution #18421

December 6, 2018

Moved by Kochenderfer supported by Bowman the resolutions (with fiscal notes attached) on the amended Consent Agenda be adopted (with accompanying reports being accepted).

AYES: Crawford, Gershenson, Gingell, Hoffman, Jackson, Kochenderfer, Kowall, McGillivray, Middleton, Quarles, Spsz, Taub, Tietz, Weipert, Woodward, Zack, Berman, Bowman. (18)
NAYS: None. (0)

A sufficient majority having voted in favor, the resolutions (with fiscal notes attached) on the amended Consent Agenda were adopted (with accompanying reports being accepted).



12/11/18

I HEREBY APPROVE THIS RESOLUTION
CHIEF DEPUTY COUNTY EXECUTIVE
ACTING PURSUANT TO MCL 45.559A (7)

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, Lisa Brown, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on December 6, 2018, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Oakland at Pontiac, Michigan this 6th day of December, 2018.



Lisa Brown, Oakland County



Facilities Management
PROJECT WORK IN PROGRESS
BA Animal Ctrl Pet Adoption Ct
10000002199
 (as of July 31, 2019)

	Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
BLDCO - Building Construction				
702000 - Salaries		0.00	13,079.09	
730352 - Construction		0.00	13,236,393.32	
730520 - Design Fees		0.00	1,590.00	
773535 - Info Tech CLEMIS		0.00	200.59	
777560 - Radio Communications		0.00	3,599.06	
Building Construction TOTALS				
	13,429,604.00	0.00	13,254,862.06	\$174,741.94
CONT - Contingency				
730359 - Contingency		0.00	77,560.00	
730520 - Design Fees		0.00	3,660.00	
Contingency TOTALS				
	94,000.00	0.00	81,220.00	\$12,780.00
FM_CONSTR_DOCS - Construction Documents				
730520 - Design Fees		0.00	847,608.85	
Construction Documents TOTALS				
	820,000.00	0.00	847,608.85	(\$27,608.85)
FM_DESIGN_DEV - Design Development				
702000 - Salaries		0.00	215.25	
Design Development TOTALS				
	0.00	0.00	215.25	(\$215.25)
FM_PRELIM_PLNG - Preliminary Planning				
702000 - Salaries		0.00	77.26	
Preliminary Planning TOTALS				
	0.00	0.00	77.26	(\$77.26)
FRINGE_BENEFITS - Fringe Benefits				
722000 - Fringe Benefits		0.00	8,600.75	
Fringe Benefits TOTALS				
	0.00	0.00	8,600.75	(\$8,600.75)
FURNISHINGS - Furnishings				
760160 - Furniture and Fixtures		0.00	112,402.83	
Furnishings TOTALS				
	105,000.00	0.00	112,402.83	(\$7,402.83)
GLB - GL Balance Sheet				
730352 - Construction		0.00	214.45	
GL Balance Sheet TOTALS				
	0.00	0.00	214.45	(\$214.45)
LEGAL - Legal and Financial				
731073 - Legal Services		0.00	117,337.50	
731528 - Publishing Legal Notices		0.00	1,850.75	
793938 - Discount on Bonds		0.00	23,432.54	
Legal and Financial TOTALS				
	250,000.00	0.00	142,620.79	\$107,379.21
MAT - Storeroom Materials Only				



Facilities Management
PROJECT WORK IN PROGRESS
BA Animal Ctrl Pet Adoption Ct
100000002199
 (as of July 31, 2019)

Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
775754 - Maintenance Department Charges	0.00	486.08	

Storeroom Materials Only TOTALS	0.00	486.08	(\$486.08)
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OWNERS_COST - OWNERS COSTS

702000 - Salaries	0.00	832.91	
730324 - Communications	0.00	3,105.00	
730352 - Construction	2,032.50	310,766.07	
730520 - Design Fees	0.00	1,700.00	
731115 - Licenses and Permits	0.00	110,435.92	
731241 - Miscellaneous	0.00	15,438.47	
731360 - Planning	0.00	106,230.93	

OWNERS COSTS TOTALS	690,396.00	2,032.50	548,509.30	\$141,886.70
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TESTING - Testing Services

731906 - Testing Services	0.00	40,168.81	
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Testing Services TOTALS	61,000.00	0.00	40,168.81	\$20,831.19
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Project 100000002199 - BA Animal Ctrl Pet Adoption Ct			
Total Project Expenses			
Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
\$15,450,000.00	\$2,032.50	\$15,036,986.43	\$413,013.57
Total Project Revenue			
Account	Month-to-Date Revenue	Life-to-Date Revenue	
655077-Accrued Interest Adjustments	\$231.24	\$27,203.45	
655385-Income from Investments	\$1,063.96	\$221,576.60	
697551-Issuance of Bonds	\$0.00	\$15,450,000.00	
TOTAL REVENUE	\$1,295.20	\$15,698,780.05	
REVENUE OVER/(UNDER) EXPENSES		\$661,793.62	

County of Oakland
BA Animal Control Pet Adoption
Statement of Fund Balance
For The Ten Months Ended July 31, 2019
Fund 41425

Revenues:

Income from Investments	10,972.64
Accrued Interest Adjustments	1,656.81
	12,629.45

Expenditures:

Charges Against Project	(59,464.50)
Subtotal	(46,835.05)

Operating Transfers In	0.00
Operating Transfers Out	0.00

Fund Balance at Beginning of Year	708,628.67
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Fund Balance at July 31, 2019	\$661,793.62
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County of Oakland
BA Animal Control Pet Adoption
Balance Sheet
July 31, 2019
Fund 41425

ASSETS

Cash Operating	634,590.17
Accrued Interest on Investment	27,203.45
	<u>661,793.62</u>

LIABILITIES AND FUND BALANCE

Current Liabilities:	
Accounts Payable	0.00
Vouchers Payable	0.00
Total Current Liabilities	<u>0.00</u>
Fund Balance	<u>661,793.62</u>
Total Liabilities and Fund Balance	<u><u>661,793.62</u></u>

From: Shawn Phelps, Chief of Fiscal Services
 Facilities Management Accounting *S. Phelps*
Date: August 14, 2019
Subject: BA Animal Control Adoption Center Fund 41425 invoices:

Payable To	Date	Invoice #	WO	Project	Proj #	Activity	Amount
JMK Consultants	7/16/2019	732	C-112	BA Animal Control Pet Adoption	1..2199	Owner's Cost	\$1,445.00
JMK Consultants	7/29/2019	739	C-112	BA Animal Control Pet Adoption	1..2199	Owner's Cost	\$1,845.00
						Total	<u>\$3,290.00</u>

OC Building Authority Eric McPherson, Chairperson

JMK Consultants, Inc.

6905 Telegraph Road, Suite 170
Bloomfield Hills, MI 48301



Invoice

BILL TO
Oakland County
Facility Planning & Engineering
Building 95 West
1 Public Works Drive
Waterford, MI 48328

INVOICE 732
DATE 07/16/2019
TERMS Net 30
DUE DATE 08/15/2019

P.O. NUMBER
004844

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Cx THarvin	Commissioning Services OCASPAC 6.29.19 - 7.12.19	4.50	90.00	405.00
Cx Sheldon	Commissioning Services OCASPAC 6.29.19 - 7.12.19	8	65.00	520.00
Cx JKause	Commissioning Services OCASPAC 6.29.19 - 7.12.19	4	130.00	520.00

JMK EID# 35-2234934

Please make checks payable to
JMK Consultants, Inc.

BALANCE DUE

\$1,445.00

JMK Consultants, Inc.

6905 Telegraph Road, Suite 170
Bloomfield Hills, MI 48301

BA

jmk Consultants, Inc.
Facilities and Planning Managers

RECEIVED
OAKLAND COUNTY
JUL 30 2019
FACILITIES MANAGEMENT
PLANNING & ENGINEERING

Invoice

BILL TO
Oakland County
Facility Planning & Engineering
Building 95 West
1 Public Works Drive
Waterford, MI 48328

INVOICE 739
DATE 07/29/2019
TERMS Net 30
DUE DATE 08/28/2019

P.O. NUMBER
004844

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Cx THarvin	Commissioning Services OCASPAC 7.13.19 - 7.26.19	7.50	90.00	675.00
Cx Sheldon	Commissioning Services OCASPAC 7.13.19 - 7.26.19	6	65.00	390.00
Cx JKause	Commissioning Services OCASPAC 7.13.19 - 7.26.19	6	130.00	780.00

JMK EID# 35-2234934

Please make checks payable to
JMK Consultants, Inc.

BALANCE DUE

\$1,845.00

Fund 41435
 Dept 1040105
 Program 148020
 Account 730350
 Oper Unit 24811
 Project # 2199
 Source Type 00001
 Category 58952

OK TO PAY
mjm 7/30/19

CHARGE TO:
 CW : 315353
 Combo: 148112
 CAT, 58952



Facilities Management
PROJECT WORK IN PROGRESS
c141 Sheriff RCCSteamTunni Ren
10000002604
 (as of July 31, 2019)

Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
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FRINGE_BENEFITS - Fringe Benefits			
722000 - Fringe Benefits	0.00	321.34	
Fringe Benefits TOTALS	0.00	321.34	(\$321.34)
MAT - Storeroom Materials Only			
775754 - Maintenance Department Charges	0.00	197.84	
Storeroom Materials Only TOTALS	0.00	197.84	(\$197.84)
PROJ - Project			
702000 - Salaries	0.00	558.72	
730352 - Construction	0.00	2,998,508.11	
Project TOTALS	3,046,800.00	2,999,066.83	\$47,733.17

Project 10000002604 - c141 Sheriff RCCSteamTunni Ren			
Total Project Expenses			
Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
\$3,046,800.00	\$0.00	\$2,999,586.01	\$47,213.99
Total Project Revenue			
Account	Month-to-Date Revenue	Life-to-Date Revenue	
695500-Transfers In	\$0.00	\$1,050,000.00	
TOTAL REVENUE	\$0.00	\$1,050,000.00	
REVENUE OVER/(UNDER) EXPENSES		(\$1,949,586.01)	

County of Oakland
BA-FAC Infrastructure-IT Projects
Statement of Fund Balance
For The Ten Months Ended July 31, 2019
Fund 41423

Revenues:	
Income from Investments	9,379.70
Accrued Interest Adjustments	636.68
Refund Prior Years Expenditure	0.00
	<u>10,016.38</u>
Expenditures:	
Charges Against Project	(20,545.28)
Subtotal	<u>(10,528.90)</u>
Reimbursement General	
Operating Transfers In	
Operating Transfers Out	
Fund Balance at Beginning of Year	<u>389,216.95</u>
Fund Balance at July 31, 2019	<u><u>\$378,688.05</u></u>

**County of Oakland
BA-FAC Infrastructure-IT Projects
Balance Sheet
July 31, 2019
Fund 41423**

ASSETS

Cash Operating	\$364,753.95
Accrued Interest on Investment	13,934.10
Due from Com. Road Commission	.
Total Assets	<u><u>\$378,688.05</u></u>

LIABILITIES AND FUND BALANCE

Current Liabilities:	
Vouchers Payable	0.00
Accounts Payable	0.00
Total Current Liabilities	<u>0.00</u>
Fund Balance	<u>378,688.05</u>
Total Liabilities and Fund Balance	<u><u>\$378,688.05</u></u>

From: Shawn Phelps, Chief of Fiscal Services
Facilities Management Accounting



Date: August 14, 2019

Subject: BA FAC Infrastructure-IT project invoices to be paid by fund 41423 (FAC Portion)

<u>Payable To</u>	<u>Date</u>	<u>Invoice #</u>	<u>Project</u>	<u>Proj #</u>	<u>Amount</u>
SME	7/15/2019	98064	Sheriff RCC Steam Tunnel Renovati	1..2604	\$1,467.91
				Total	<u>\$1,467.91</u>

OC Building Authority Eric McPherson, Chairperson



4996
OK

43980 Plymouth Oaks Blvd.
Plymouth, MI 48170-2584
Phone: 734-454-9900 Fax: 734-454-7685

BA

INVOICE

Remit to:
SME
P.O. Box 673166
Detroit, MI 48267-3166

RECEIVED
OAKLAND COUNTY
JUL 18 2019
FACILITIES MANAGEMENT
PLANNING & ENGINEERING

RECEIVED
JUL 18 2019
Oakland County
FM & O

July 15, 2019
Invoice No: 98064

18,543

Carmelo Moyet, PE
Facilities Engineer
Oakland County
1200 North Telegraph Road
Pontiac, MI 48341

Project 080884.00 Oakland County Concrete Steam Tunnel Assessment and Repairs

2019 CIP Steam Tunnel Repair

Professional Services from May 27, 2019 to June 23, 2019

Personnel

	Hours	Rate	Amount
Senior Project Engineer Bogdani, Roland	6.00	147.30	883.80
Senior CAD Kurdi, Ghassan	4.50	104.05	468.23
Administrative Assistant Laho-DeGroat, Amber	1.25	92.70	115.88
Totals	11.75		1,467.91
Total Labor			1,467.91

Total this Invoice \$1,467.91

Thank you for the opportunity to be of service.
Project Manager Roland Bogdani

7-19-19
CM OK

7-19-19
CM OK
WO 630109
CC 14PC141BA
Cat 29816

Fund 41423
Dept 1040105
Program 148020
Account 730352
Oper Unit 24811
Project # 2604
Source Type 00002
Category 29816

OK'd
7/22/19

7/22 RQ# 334609
PO# 331263

Terms: Invoice is due upon receipt. Amount not paid within 30 days are subject to 1.5% per month late charge.
Retainers received will be applied to the final invoice.