

ERIC McPHERSON, Chairperson
ANDY MEISNER, Vice-Chairperson &
O.C. Treasurer
JAMEL HAGE, Secretary
EMERSON JACKSON
DAVID COULTER, O.C. Executive

AGENDA

Wednesday, May 13, 2020

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. Animal Shelter Project (pages **1** thru **8**)
 - a) Project Work In Progress, Statement of Fund Balance, Balance Sheet (pages **1** thru **4**) – **Informational**
 - b) Invoice(s) Animal Shelter Project (page **5**) - **Committee Action Required**
6. Infrastructure – IT Projects (pages **9** thru **13**)
 - a) Project Work In Progress, Statement of Fund Balance, Balance Sheet (pages **9** thru **11**) – **Informational**
 - b) Invoice(s) 2020 Paving Project (page **12**) - **Committee Action Required**
7. Other Business
8. Adjourn until next regular meeting on **Wednesday, June 10, 2020**

Facilities Management
PROJECT WORK IN PROGRESS
BA Animal Ctrl Pet Adoption Ct
100000002199
 (as of April 30, 2020)

	Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
BLDCO - Building Construction				
702000 - Salaries		0.00	14,988.81	
730352 - Construction		16,957.78	13,259,112.52	
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	16,957.78	13,279,490.98	\$150,113.02
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		92.11	9,781.05	
Fringe Benefits TOTALS	0.00	92.11	9,781.05	(\$9,781.05)
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
10000002199
 (as of April 30, 2020)

Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
702000 - Salaries	157.50	157.50	
775754 - Maintenance Department Charges	0.00	498.50	
Storeroom Materials Only TOTALS			
0.00	157.50	656.00	(\$656.00)
OWNERS_COST - OWNERS COSTS			
702000 - Salaries	0.00	832.91	
730324 - Communications	0.00	3,105.00	
730352 - Construction	0.00	333,909.82	
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	0.00	571,653.05	\$118,742.95
TESTING - Testing Services			
731906 - Testing Services	0.00	40,168.81	
Testing Services TOTALS			
61,000.00	0.00	40,168.81	\$20,831.19

Project 10000002199 - 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	\$17,207.39	\$15,086,109.32	\$363,890.68
Total Project Revenue			
Account	Month-to-Date Revenue	Life-to-Date Revenue	
655077-Accrued Interest Adjustments	(\$239.60)	\$26,168.13	
655385-Income from Investments	\$1,251.38	\$232,975.63	
697551-Issuance of Bonds	\$0.00	\$15,450,000.00	
TOTAL REVENUE	\$1,011.78	\$15,709,143.76	
REVENUE OVER/(UNDER) EXPENSES		\$623,034.44	

County of Oakland
BA Animal Control Pet Adoption
Statement of Fund Balance
For The Seven Months Ended April 30, 2020
Fund 41425

Revenues:

Income from Investments	9,254.92
Accrued Interest Adjustments	(1,301.63)
	<u>7,953.29</u>

Expenditures:

Charges Against Project	(26,629.14)
	<u>(18,675.85)</u>
Subtotal	
Operating Transfers In	0.00
Operating Transfers Out	0.00

Fund Balance at Beginning of Year	<u>641,710.29</u>
Fund Balance at April 30, 2020	<u><u>623,034.44</u></u>

County of Oakland
BA Animal Control Pet Adoption
Balance Sheet
April 30, 2020
Fund 41425

ASSETS

Cash Operating	596,866.31
Accrued Interest on Investment	<u>26,168.13</u>
Total	<u><u>623,034.44</u></u>

LIABILITIES AND FUND BALANCE

Current Liabilities:

Accounts Payable	0.00
Vouchers Payable	<u>0.00</u>
Total Current Liabilities	0.00

Fund Balance	<u>623,034.44</u>
--------------	-------------------

Total Liabilities and Fund Balance	<u><u>623,034.44</u></u>
------------------------------------	--------------------------

From: Shawn Phelps, Chief of Fiscal Service



Date: May 13, 2020

Subject: BA Animal Control Adoption Center Fund 41425 invoices:

Payable to:	Date	Inv. #	WO	Project	Project #	Activity	Amount
Limbach	3/31/2020	1318015-8-6-03	C-112	BA AC Pet Adoption	1..2199	BLDCO	\$ 83,237.76
Center Line Electric	4/22/2020	396032	C-112	BA AC Pet Adoption	1..2199	BLDCO	\$ 4,337.90
						Total	\$ <u>87,575.66</u>

OC Building Authority

Eric McPherson, Chairperson

5A

5013

228 Fishers Lane Road,
Highway 41743
P.O. Box 385-4184
P.O. Box 361-3011

CONTRACT# 005013
FPG Project # 14-095
OCASPAK HVAC Improvements

HW # 1318015-6-03

DATE: Tuesday, March 31, 2020
PROJECT REP. NAME: John Gleaser

WORK DESCRIPTION
Period:
3/1/20-3/31/20

OAKLAND COUNTY
2100 MONTIAC ROAD
WATERFORD, MI 48426

RE: Animal Shelter HVAC Improvements

MONTH: March 2020

	Reg Rate (OT Rate)	Reg Hours (OT Hours)		
Senior Engineer - John Gleaser	\$150	0.00	\$	
System Integrator - Ernie Brisco	\$130	28.00	\$	\$3,640.00
Project Coordinator - Eric Mylesak	\$70	26.00	\$	1,820.00
Project Coordinator - Shelby Weaver	\$70	4.00	\$	280.00
Project Coordinator - Ashley Tipton	\$70	3.00	\$	210.00
Field Labor - Journeyman - Garrett Day-Pipfitter	\$120 (\$150)	12.00	\$	1,440.00
Field Labor - Journeyman - Kevin Czerniecki-Pipfitter	\$120 (\$150)	31.00	\$	3,720.00
Field Labor - Journeyman - Adam Mayne-Sheet Metal	\$120 (\$150)	42.00	\$	5,040.00
Field Labor - Journeyman - Christopher Frazee-Sheet Metal	\$120 (\$150)	34.00	\$	4,080.00
Field Labor - Journeyman - William Stevens-Sheet Metal	\$120 (\$150)	8.00	\$	960.00
Sheet Metal Shop Labor	\$120 (\$150)	3.00	\$	360.00
TOTAL LABOR HOURS:		190.00	\$	\$21,480.00

Fund 41425
 Dept 1040105
 Program 148030
 Account 730352
 Oper Unit 24811
 Project # 2199
 Source Type 00002
 Category 58952
 4120 RR 351305
 PO 347696

CHARGE TO:
 CW 315353
 COMP. 1112
 CRT. 58952

[Signature]
 3/14/2020

MATERIAL:	\$	17,002.40
EQUIPMENT:	\$	
TOTAL SUBCONTRACTORS COST:	\$	26,700.00
TOTAL OTHER COST: VEHICLE EXPENSE	\$	
TOTAL JOB COSTS:	\$	18,152.40
FEE ON ALL COSTS EXCLUDING LABOR	15.00%	\$ 2,722.86
TOTAL BILLING:	\$	\$5,257.76

SIGNATURE: *[Signature]*
 TITLE: Controls Manager

OK TO INV
[Signature]
 4/14/20

LIMBACH

March 31, 2020

OAKLAND COUNTY
 1200 TELEGRAPH RD #322
 PONTIAC, MI 48301

Re: OAKLAND COUNTY - OAKLAND COUNTY ANIMAL SHELTER - Contract Summary Note

Below is the current summary of our contract:

Animal Shelter HVAC Improvements \$147,559.00
 PPE Project # 14-098

Change Order Total \$0.00
 Total Revised Contract Amount \$147,559.00

Billings

12/01/19-6-01	Oakland County Animal Shelter Jan 2020 Billing	\$1,500.00
12/01/19-6-02	Oakland County Animal Shelter Feb 2020 Billing	\$1,347.56
12/01/19-6-03	Oakland County Animal Shelter Mar 2020 Billing	\$8,161.70
Total Billings:		\$11,009.26
Contract Amount left to bill:		\$48,558.88

If you have any questions or concerns with this information, please contact me so we can resolve them as soon as possible.
 Thank you.

ADAM GLAESER
 Limbach Company, LLC

925 Featherstone Rd.
 Pontiac, MI 48342
 P: 248-355-4181 | limbachinc.com
LIMBACH IS AN EQUAL OPPORTUNITY EMPLOYER

Center Line Electric, Inc.
 26554 Lawrence
 Center Line, MI 48015
 (586)757-5505

5644
 OK

Invoice ID: 396032
 Invoice Date: 04-22-2020
 Draw ID: 124858
 Customer ID: 3852
 Job Number: 20-70-0500

OK

Purchase Order: 14PC112-58952

To: Oakland County
 Facilities Accounts Payable
 One Public Works Drive
 Waterford, MI 48328

Job Name:

Animal Shelter HVAC Mechanical Improvements

Ship Via: N/A

Item	Description	Units	Unit of Measure	Unit Price	Amount
	Electrical work rendered as described on the attached Daily Job Ticket(s) #124858				
	Labor	38.00	ST	90.90	3,464.20
	Material				383.70 ✓

CHARGE TO:
 CW: 315353
 COMP: 14PC112
 CAT: 58952

OK TO PAY
 JLD
 5/1/2020

RECEIVED
 4-30-20

Fund 41425
 Dept 1040105
 Program 148020
 Account 730350
 Oper Unit 24811
 Project # 2199
 Source Type 00003
 Category 58952
 S/6 RQ 351972

Amount Billed 54,337.90

Retainage Held

Terms: Net 30

Amount Due 54,337.90

OK TO PAY

Facilities Management
PROJECT WORK IN PROGRESS
C185ParkingLot Rd Paving 19-20
100000002986
(as of April 30, 2020)

Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
---------------	------------------------	-----------------------	--------------

PROJ - Project			
731444 - Prof Svc-Consultant	13,440.00	19,200.00	
Project TOTALS			
83,996.00	13,440.00	19,200.00	\$64,796.00

Project 100000002986 - C185ParkingLot Rd Paving 19-20			
Total Project Expenses			
Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
\$83,996.00	\$13,440.00	\$19,200.00	\$64,796.00
Total Project Revenue			
Account	Month-to-Date Revenue	Life-to-Date Revenue	
695500-Transfers In	\$0.00	\$83,996.00	
TOTAL REVENUE	\$0.00	\$83,996.00	
REVENUE OVER/(UNDER) EXPENSES		\$64,796.00	

County of Oakland
BA-FAC Infrastructure-IT Projects
Statement of Fund Balance
For The Seven Months Ended April 30, 2020
Fund 41423

Revenues:

Income from Investments	1,800.85
Accrued Interest Adjustments	(473.32)
	<u>1,327.53</u>

Expenditures:

Charges Against Project	(6,252.83)
Subtotal	<u>(4,925.30)</u>

Operating Transfers In	0.00
Operating Transfers Out	0.00

Fund Balance at Beginning of Year	<u>55,723.76</u>
-----------------------------------	------------------

Fund Balance at April 30, 2020	<u><u>50,798.46</u></u>
--------------------------------	-------------------------

County of Oakland
BA-FAC Infrastructure-IT Projects
Balance Sheet
April 30, 2020
Fund 41423

ASSETS

Cash Operating	37,184.82
Accrued Interest on Investment	<u>13,613.64</u>
Total	<u><u>50,798.46</u></u>

LIABILITIES AND FUND BALANCE

Current Liabilities:

Accounts Payable	0.00
Vouchers Payable	<u>0.00</u>
Total Current Liabilities	0.00

Fund Balance	<u>50,798.46</u>
--------------	------------------

Total Liabilities and Fund Balance	<u><u>50,798.46</u></u>
------------------------------------	-------------------------

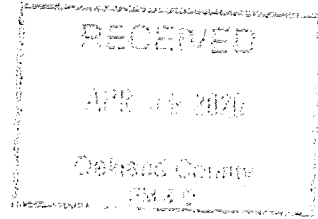


Civil Engineers | Land Surveyors | Landscape Architects

WATERFORD ASSOCIATES, WATERFORD, MI 48328

2410 Rochester Court • Suite 100 • Troy, MI 48063
P: 248.639.9320 • F: 248.639.1944 • Fax: 248.639.9320

BA



OAKLAND COUNTY FACILITIES PLANNING AND ENGINEERING
CARMELO MOYET
ONE PUBLIC WORKS DRIVE
#25
WATERFORD, MI 48328

19-402

Invoice number 83681
Date 03/30/2020
Project 2019-051 OCFPE 2020 PAVING PROJECT

Professional Services through March 14, 2020

2020 CIP Paving Project
Topographic survey; Engineering design/book specs; Cost opinion

Description	Total Fee	Percent Complete	Total Earned	Previous Billing	Current Billing
10 ENGINEERING DESIGN SERVICES	38,400.00	80.00	34,560.00	19,200.00	15,360.00
30 CONSTRUCTION LAYOUT 2020	13,200.00	30.00	3,960.00	0.00	3,960.00
Total	51,600.00	74.65	38,520.00	19,200.00	19,320.00

Invoice Total 19,320.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
83317	02/10/2020	13,440.00		13,440.00			
83681	03/30/2020		19,320.00				
Total		13,440.00	19,320.00	13,440.00	0.00	0.00	0.00

4/16/20
CM OK

Project Manager:

JOHN A. DELUISOLA

4/16/20
CM OK
WG 928438
CC 14PC141BA
CAT 87233

Payment Terms are Net 30 days.
Credit card payments made within 30 days of the invoice date will not be assessed a processing fee. Any credit card payments made after 30 days will be assessed a 3.50% charge for credit card processing.
Please submit payment to our Troy office.

Fund 41423
Dept 1040105
Program 148030
Account 730352
Oper Unit 24811
Project # 2604
Source Type 00003
Category 87233
5/6 RQ351971

ERIC McPHERSON, Chairperson
ANDY MEISNER, Vice-Chairperson &
O.C. Treasurer
JAMEL HAGE, Secretary
EMERSON JACKSON
DAVID COULTER, O.C. Executive

AGENDA

Wednesday, March 11, 2020

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. Animal Shelter Project (pages **1** thru **8**)
 - a) Project Work In Progress, Statement of Fund Balance, Balance Sheet (pages **1** thru **4**) – **Informational**
 - b) Invoice(s) Animal Shelter Project (page **5**) - **Committee Action Required**
6. Infrastructure – IT Projects (pages **9** thru **10**)
 - a) Statement of Fund Balance, Balance Sheet (pages **9** thru **10**) – **Informational**
7. Other Business
8. Adjourn until next regular meeting on **Wednesday, April 8, 2020**



Facilities Management
PROJECT WORK IN PROGRESS
BA Animal Ctrl Pet Adoption Ct
100000002199
(as of February 29, 2020)

	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	0.00	486.08	(\$486.08)
OWNERS_COST - OWNERS COSTS				
702000 - Salaries		0.00	832.91	
730324 - Communications		0.00	3,105.00	
730352 - Construction		0.00	333,909.82	
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	0.00	571,653.05	\$118,742.95
TESTING - Testing Services				
731906 - Testing Services		0.00	40,168.81	
Testing Services TOTALS				
	61,000.00	0.00	40,168.81	\$20,831.19

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	\$0.00	\$15,060,130.18	\$389,869.82
Total Project Revenue			
Account	Month-to-Date Revenue	Life-to-Date Revenue	
655077-Accrued Interest Adjustments	\$237.33	\$26,772.16	
655385-Income from Investments	\$843.87	\$230,343.59	
697551-Issuance of Bonds	\$0.00	\$15,450,000.00	
TOTAL REVENUE	\$1,081.20	\$15,707,115.75	
REVENUE OVER/(UNDER) EXPENSES		\$646,985.57	

**County of Oakland
BA Animal Control Pet Adoption
Balance Sheet
February 28, 2020
Fund 41425**

ASSETS

Cash Operating	620,213.41
Accrued Interest on Investment	<u>26,772.16</u>
	<u><u>646,985.57</u></u>

LIABILITIES AND FUND BALANCE

Current Liabilities:

Accounts Payable	0.00
Vouchers Payable	<u>0.00</u>
Total Current Liabilities	0.00

Fund Balance	<u>646,985.57</u>
--------------	-------------------

Total Liabilities and Fund Balance	<u><u>646,985.57</u></u>
---	--------------------------

Johnson Controls *41066 Goshka*

D-U-N-S 09-4738007
 FED. ID 58-2608861
 District # 321
 24755 Halsted Rd
 FARMINGTON HILLS, MI 48335-1612
 248-427-5050
 Billing Questions, Contact =

INVOICE NO.
86490214

INVOICE DATE
01-21-20

Johnson Controls Fire Protection LP
 PO NUMBER

SERVICE REQUEST #
46493662

SERVICE REQ. CREATED
01-13-20

NATIONAL ACCOUNT NUMBER

PAYMENT TERMS
Due upon receipt

Bill To: 321-35213357
 Oakland County - Animal Shelter
 1200 N Telegraph Road
 42 East
 PONTIAC MI 48341-1031
 FEB 05 2020

RECEIVED
 JAN 31 2020
 Oakland County
 FM & O

Ship To: 321-35213357
 Oakland County - Animal Shelter
 1200 N Telegraph Road
 42 East
 PONTIAC MI 48341-1031

Facilities Management

Service Requested By: *Fyler Light*

Requestors Phone Number: 248-881-0478

Change to:
 CW: 315353
 COMBO: 14PL112
 CAT: 58952

Fund 41425
 Dept 1040105
 Program 148020
 Account 730352
 Oper Unit 24811
 Project # ~~118428~~ 2199
 Source Type 00001
 Category 58952
 2/25 RQ: 348300 NL
 2/26 PO: 344634

PAID

Fixed Price Service Request

Description of work
 Approved Quote
 Tech Designed, fabricated and installed main drain to discharge outside of room.
 Fixed price quote of \$ 3,164.54 (pre-tax)
 Service is complete
 Thank you for your business!

PO 344634

Labor	\$2,336.51
Material	\$828.03
Other	\$0.00
Invoice Amount	\$3,164.54
Taxes	\$49.68
Total Invoice Amount	\$3,214.22
Payment Received	\$0.00

from 2/4/2020 ok to pay

OK'd 2/6/2020

Total Amount Due **\$3,214.22**

Johnson Controls

REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT. WRITE INVOICE NO. ON YOUR CHECK.

TOTAL AMOUNT DUE
\$3,214.22

BILL TO Oakland County - Animal S
 321-35213357
 SHIP TO Oakland County - Animal Shelter
 321-35213357

INVOICE NUMBER 86490214
 INVOICE DATE 01-21-20
 CUSTOMER P.O.

REMIT TO Johnson Controls Fire Protection LP
 Dept. CH 10320
 Palatine IL 60055-0320

8000321422686490214

5644
mk

BAR

Center Line Electric, Inc.
26554 Lawrence
Center Line, MI 48015
(586)757-5505

Invoice ID: 395275
Invoice Date: 02-24-2020
Draw ID: 124836
Customer ID: 3652
Job Number: 20-70-0500

Purchase Order: PC112-58952

To:
Oakland County
Facilities Accounts Payable
One Public Works Drive
Waterford, MI 48328

Job Name:
Received
Oakland County

FEB 25 2020

Facilities Management
Planning & Engineering

Animal Shelter | Emergency Electrical Repairs

HVAC Mechanical Improvements

RECEIVED

FEB 25 2020

22520

Ship Via: MA County FM&O

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
	Electrical work rendered as described on the attached Daily Job Ticket(s) #124840				
Labor		8.00	ST	90.90	727.20

Charge to:
CW: 315353
COMBO: 14PC112
CAT: 58952

PAID

Fund 41425
Dept 1040105
Program 148020
Account 730352
Oper Unit 24811
Project # 2199
Source Type 00001
Category 58952
2/25 RQ: 348298
2/26 PO: 344641

OK
2/25/2020

OK TO PAY
2/25/2020
Amount Billed \$727.20
Retainage Held
Amount Due \$727.20

Terms: Net 30

County of Oakland
BA-FAC Infrastructure-IT Projects
Balance Sheet
February 29, 2020
Fund 41423

ASSETS

Cash Operating	\$37,027.09
Accrued Interest on Investment	13,649.82
Due from Com. Road Commission	0.00
Total Assets	\$50,676.91

LIABILITIES AND FUND BALANCE

Current Liabilities:	
Vouchers Payable	0.00
Accounts Payable	0.00
Total Current Liabilities	0.00
Fund Balance	50,676.91
Total Liabilities and Fund Balance	\$50,676.91

AGENDA

Wednesday, February 12, 2020
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. Appoint a Secretary – **Committee Action Required**
6. Discussion of 2020 Financings of New County Owned Radio System & Refunding Opportunities (pages 1 thru 29) – **Committee Action Required**
7. Animal Shelter Project (pages 30 thru 33)
 - a) Project Work In Progress, Statement of Fund Balance, Balance Sheet (pages 30 thru 33) – **Informational**
8. Infrastructure – IT Projects (pages 34 thru 36)
 - a) Project Work In Progress, Statement of Fund Balance, Balance Sheet (pages 34 thru 36) – **Informational**
9. Other Business
10. Adjourn until next regular meeting on **Wednesday, March 11, 2020**

WHEREAS, a 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 was published in accordance with Act 31 and the Contract will become effective after a period of sixty (60) days has elapsed following the publication without a proper petition for an election on the question of the Contract having been filed with the County Clerk within a period of forty-five (45) days from the date of publication; and

WHEREAS, Act 34, Public Acts of Michigan, 2001 ("Act 34"), and Act 31 permit the Authority to refund all or part of the municipal securities of the Authority; and

WHEREAS, the Commission determines that it is in the best interest of the Authority and the County to refund all or a portion of the Authority's (i) Building Authority Bonds, Series 2010 dated as of September 1, 2010 (the "2010 LTGO Bonds"); (ii) Building Authority Refunding Bonds, Series 2011A dated as of September 1, 2011 (the "2011A Bonds"); (iii) Building Authority Refunding Bonds, Series 2011B dated as of September 1, 2011 (the "2011B Bonds") (iv) Building Authority Bonds, Series 2011 dated as of January 1, 2012 (the "2011 Bonds") and (v) Building Authority Bonds, Series 2012 dated as of October 1, 2012 (the "2012 Bonds" and together with the 2010 Bonds, the 2010 LTGO Bonds, the 2011A Bonds, the 2011B Bonds, the 2011 Bonds, the "Prior Bonds"); and

WHEREAS, a Refunding Contract between the County and the Authority providing for the refunding of all or a portion of the Prior Bonds (the "Refunding Contract") has been prepared; and

WHEREAS, the cost of refunding all or a portion of the Prior Bonds is presently estimated not to exceed Twenty-Five Million Seven Hundred Sixty Thousand Dollars (\$25,760,000); and

WHEREAS, to finance the cost of refunding all or a portion of the Prior Bonds, the Authority deems it necessary to borrow the sum of not to exceed Twenty-Five Million Seven Hundred Sixty Thousand Dollars (\$25,760,000) and issue bonds therefor as authorized by Act 31 and Act 34; and

WHEREAS, the County has approved and authorized delivery of the Contract and the Refunding Contract, copies of which have been delivered to and are on file with the Secretary of the Authority; and

WHEREAS, all other things necessary to the authorization and issuance of the bonds under the provisions of the Constitution and laws of the State of Michigan, and particularly Act 31 have been done and the Authority is now empowered and desires to authorize the issuance of bonds as contemplated by this preamble.

NOW, THEREFORE, BE IT RESOLVED, THAT:

Section 1. Certain Definitions. Wherever used in this Resolution, except where otherwise indicated by the context:

(\$25,000,000) and (b) accomplishing the Refunding in an amount not to exceed Twenty-Five Million Seven Hundred Sixty Thousand Dollars (\$25,760,000), all including the costs incidental to the issuance, sale and delivery of the Bonds. The issue shall consist of bonds registered as to principal and interest of the denomination of \$5,000, or multiples thereof, not to exceed for each maturity the maximum principal amount of that maturity, or alternatively, may consist of a single-instrument, non-convertible bond, as determined at the time of sale. The Bonds shall be dated as of such date as shall be determined by an Authorized Officer at the time of sale of the Bonds, and numbered as determined by the Transfer Agent (hereinafter defined). The Bonds shall mature on the dates in the years and in the principal amounts as determined by an Authorized Officer at the time of sale, and be subject to prior redemption as determined at the time of sale of the Bonds. The Bonds shall bear interest at a rate or rates to be determined upon sale thereof, payable semi-annually on such dates as determined at the time of sale thereof, by check or draft mailed by the Transfer Agent (as hereinafter defined) to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the Authority to conform to market practice in the future. The Bonds may be issued as serial or term bonds or both and may be subject to optional or mandatory redemption prior to maturity as determined at the time of sale. The principal of the Bonds shall be payable at a bank or trust company as a registrar and transfer agent for the Bonds to be selected by an Authorized Officer (the "Transfer Agent"). The Authority may appoint a successor Transfer Agent upon notice mailed to the registered owner of the Bonds not less than sixty (60) days prior to any interest payment date.

Section 5. Bond Terms. The Bonds shall be payable out of the Cash Rentals, and shall be fully registered bonds of the denomination of Five Thousand Dollars (\$5,000) each or multiples thereof not exceeding for each maturity the principal amount of that maturity, dated as of the date of delivery thereof, numbered from one upwards, and payable serially by maturity or mandatory sinking fund redemption on such dates and in such amounts as shall be determined by an Authorized Officer at the time of sale,

The initial purchaser of the Bonds may designate any one or more maturities as term bonds (the "Term Bonds") and the consecutive maturities which shall be aggregated in the Term Bonds.

The Bonds shall bear interest at the rate or rates determined at the time of sale and shall not exceed 6% per annum, and shall be payable and semiannually on such dates as shall be determined by an Authorized office at the time of sale. The Bonds will be subject to redemption and be payable in the manner described in the form of notice of sale set forth in Section 22 of this Resolution.

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the Authority. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers

principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. Notwithstanding the foregoing, if Bonds are held by DTC in book-entry form, the transfer of Bonds shall be made in the manner prescribed by DTC.

Section 9. Security for Bonds; Lien. The Bonds shall be issued in anticipation of and payable from the Cash Rentals received by the Authority from the County pursuant to the Contract and Refunding Contract, which Cash Rentals are limited tax general obligations of the County, for the payment of which the County in the Contract and Refunding Contract has pledged its limited tax full faith and credit pursuant to the provisions of Act 31. The County has further covenanted and agreed that each year it will provide sufficient moneys from its general funds as a first budget obligation to pay such Cash Rentals, and further has acknowledged that it is obligated, if necessary, to levy ad valorem taxes upon all taxable property within its boundaries in amounts which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay the Cash Rentals under the Contract and Refunding Contract becoming due before the time of the following year's tax collections. Such taxes, however, must be levied by the County within applicable statutory and constitutional tax rate limitations. If at the time of making any annual tax levy there shall be funds on hand earmarked and set aside for the payment of the Cash Rentals becoming due prior to the next tax collection period, then such annual tax levy may be reduced by such amount. To secure the payment of the principal of and interest on the Bonds, all such Cash Rentals are pledged solely and only for the payment of the Bonds and a statutory first lien is established upon and against such Cash Rentals for such purpose.

Section 10. Remedies. The holder or holders of the Bonds, representing in the aggregate not less than twenty percent (20%) of the entire issue then outstanding, may, by suit, action or other proceedings, protect and enforce the 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 Contract and requiring the County to appropriate general funds and to levy and collect appropriate taxes as herein authorized and as may be required by the Contract to be so appropriated, certified, levied and collected by the County for the payment of Cash Rentals required to be paid by the Contract.

Section 11. Operation of Project. The operation, maintenance and management of the Project shall be governed by the terms of the Contract.

Section 12. Operating Year. The Project shall be operated on the basis of a fiscal year corresponding with that of the County.

Section 13. Cash Rentals. The Cash Rentals as provided in Section 4 of the Contract are established and fixed as the Cash Rentals authorized by Act 31 to be charged to the County for the use of the Project. The Cash Rentals shall be entirely net to the Authority and, together with the Cash Rentals provided in the Refunding Contract, are estimated to be sufficient to provide for the payment of the interest on and the

the Authority for the Prior Bonds to be refunded shall be transferred to the Debt Retirement Fund for the Bonds.

(b) *Construction Fund.* From the proceeds of the Bonds remaining after the deposit into the Escrow Fund, there shall next be deposited in an account with a bank or trust company to be designated by an Authorized Officer designated BUILDING AUTHORITY AND BUILDING AUTHORITY REFUNDING BONDS, SERIES 2020 CONSTRUCTION FUND (the "Construction Fund"), except that from the proceeds of sale of the Bonds, upon receipt thereof, a sum equal to the accrued interest and any premium on the Bonds shall be deposited into the Bond and Interest Redemption Fund. Moneys in the Construction Fund shall be used solely and only to pay costs of the Project and any engineering, architectural, legal, financing or other expenses incidental thereto and to the refunding of the Prior Bonds on authorization of an Authorized Officer. Any unexpended balance of the proceeds of the sale of Bonds remaining after completion of the Project may be used for the improvement or enlargement of the Project or for other projects of the Authority leased to the County, if such use is approved by the Michigan Department of Treasury or any successor thereto, if any (to the extent such approval may be required), and the County. Any remaining balance shall be paid into the Bond and Interest Redemption Fund, and the County shall receive a credit for the amount of such balance against the Cash Rentals next due.

Section 16. Investment of Funds. Moneys in any funds and accounts of the Authority may be invested by the Authority in United States government obligations, the principal of and interest on which are guaranteed by the United States government, or in interest-bearing time deposits, as shall from time to time be determined by the Commission. In the event such investments are made, the securities representing the same shall be kept on deposit with the depository or depositories of the fund or funds from which such investments are made and such securities and the income therefrom shall become a part of such funds.

Section 17. Covenants of Authority. The Authority covenants and agrees with the successive holders of the Bonds that so long as any of the Bonds remain outstanding and unpaid as to either principal or interest as follows:

(a) The Authority will punctually perform all of its obligations and duties under this Resolution, the Contract and the Refunding Contract, and will collect, segregate and apply the Cash Rentals and all other rentals, payments and other funds to be received thereunder in the manner required under this Resolution, the Contract and the Refunding Contract.

(b) The Authority will maintain and keep proper books of record and account relating to the operation of the Project and all rentals and payments received therefrom pursuant to the Contract and the Refunding Contract. Not later than six (6) months after the close of each operating

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF OAKLAND

OAKLAND COUNTY BUILDING AUTHORITY
BUILDING AUTHORITY AND BUILDING AUTHORITY REFUNDING BOND
SERIES 2020

<u>Interest Rate</u> <u>CUSIP</u>	<u>Date of</u> <u>Maturity</u>	<u>Date of</u> <u>Original Issue</u>
	_____, ____	_____, 2020

Registered Owner:

Principal Amount:

Dollars

The OAKLAND COUNTY BUILDING AUTHORITY, a public corporation of the State of Michigan (the "Authority"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, unless prepaid prior thereto as hereinafter provided, the Principal Amount specified above, in lawful money of the United States of America, on the Date of Maturity specified above, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above, or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on _____, 20__, and semiannually thereafter. Principal of this bond is payable at the principal corporate trust office of _____, _____, Michigan, or such other transfer agent as the Authority may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding any interest payment date as shown on the registration books of the Authority maintained by the Transfer Agent, by check or draft mailed to the registered owner at the registered address.

The bonds of this issue are issued in anticipation of and are payable from the proceeds of certain cash rentals required to be paid to the Authority by the County of Oakland, State of Michigan (the "County"), pursuant to a Limited Tax Full Faith and Credit General Obligation Contract of Lease (the "Contract"), between the County and the Authority, whereby the County has leased certain public assets in the County to be acquired by the Authority in accordance with the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31"), and a Refunding Contract (the "Refunding Contract"), between the County and the Authority, whereby the County and the Authority have agreed to a refunding plan with respect to certain outstanding bonds of the Authority. The cash rentals are limited tax full faith and credit first budget general obligations of the County payable from general funds of the County including collections of ad valorem taxes which must be levied by the County if necessary to

exchange therefor as provided in the Resolution and upon the payment of the charges, if any, therein prescribed.

For a complete statement of the funds from which and the conditions under which this bond is payable and the general covenants and provisions pursuant to which this bond is issued, reference is made to the Resolution, the Contract and the Refunding Contract.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

It is certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of this bond and the series of bonds of which this is one have been done and performed in regular and due time and form as required by law.

[FORM OF TRANSFER AGENT'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

Certificate of Authentication

This bond is one of the bonds described in the within-mentioned Resolution.

_____, Michigan
Transfer Agent

By: _____
Authorized Signatory

OFFICIAL NOTICE OF SALE

\$ _____ *

Subject to adjustment as set forth in this Notice of Sale

OAKLAND COUNTY BUILDING AUTHORITY
COUNTY OF OAKLAND, STATE OF MICHIGAN
BUILDING AUTHORITY AND BUILDING AUTHORITY REFUNDING BONDS
SERIES 2020

SEALED BIDS for purchase of the above bonds (the "Bonds") will be received by the undersigned at the offices of the Oakland County Building Authority (the "Authority") located at One Public Works Drive, Building 95 West, Waterford, Michigan 48328, on _____, _____, 2020 until __:___.m., prevailing Eastern Time at which time and place said bids will be publicly opened and read. The award or rejection of bids will occur on that same day.

SEALED BIDS will also be received on the same date and until the same time at the offices of the Municipal Advisory Council of Michigan (the "MAC"), 26211 Central Park Boulevard, Suite 508, Southfield, Michigan 48073, when, simultaneously, the bids will be opened and read

FAXED BIDS, signed by the bidder, may be submitted by members of the MAC to fax number (313) 963-0943; provided that faxed bids must arrive before the time of sale and the bidder bears all risks of transmission failure.

ELECTRONIC BIDS: Electronic bids will also be received by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or Client Services, 1359 Broadway, Second Floor, 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. No change of the dated date will be allowed for the computation of the winning bid.

Bidders may choose any means or location to present bids but a bidder may not present a bid by more than one means or at more than one location. The Authority will award or reject bids on the date of the bid opening.

BOND DETAILS: The Bonds will be registered bonds of the denomination of \$5,000 or integral multiples thereof up to the principal amount of that maturity, originally dated as of the date of delivery thereof (currently anticipated to be _____, 20__), and will bear interest from their date payable on _____, 20__, and semiannually thereafter.

The Bonds will mature on _____ 1 of each year, as follows:

issue maturing or subject to mandatory redemption in the year 20__ and thereafter shall be subject to redemption prior to maturity, at the option of the Authority, in such order of maturity as the Authority shall determine and within any maturity by lot, on any date on or after _____, 20__, at par and accrued interest to the date fixed for redemption.

TERM BOND OPTION: Bidders shall have the option of designating the Bonds as term bonds or serial bonds or both. The bid must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term bond maturity. In any event, the above principal amount schedule shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both. Any such designation must be made within 1 hour of sale.

If the term bond option is selected, then the principal amount of the term bonds of a maturity to be redeemed on the dates set forth above may be reduced by the principal amount of the term bonds of the same maturity which have been previously redeemed or called for redemption (other than as a result of a mandatory redemption) or purchased or acquired by the Authority and delivered to the transfer agent. The Authority may satisfy mandatory redemption requirements by the purchase and surrender of term bonds in lieu of the calling of such term bonds for redemption.

NOTICE OF REDEMPTION PRIOR TO MATURITY: Notice of redemption of any bond or portion thereof shall be given by the transfer agent at least thirty (30) days prior to the date fixed for redemption by mail to the registered owner at the registered address shown on the registration books kept by the transfer agent. No further interest on a bond or portion thereof called for redemption shall accrue after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the transfer agent to redeem the bond or portion thereof. In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

AWARD OF 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 _____, 2020 and semi-annually thereafter) necessary to discount the debt service payments from their respective payment date to _____, 2020 in an amount equal to the price bid. _____, 2020 is the anticipated date of delivery of the Bonds. In the event there is an election to exercise the Term Bond option, true interest cost shall be calculated by applying the interest rate of such Term Bonds to each mandatory sinking fund redemption for such Term Bonds.

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 bondholder and nominee for The Depository Trust Company ("DTC"), New York, New York. An authorized agent of DTC will act as securities depository for the Bonds,

such tax levies, however, must be subject to existing statutory and constitutional tax rate limitations. The cash rentals are not subject to setoff or abatement for any cause, including but not limited to casualty that results in the leased property being untenable or unusable.

GOOD FAITH: A good faith deposit in the form of a certified or cashier's check drawn upon an incorporated bank or trust company, or wire transfer, in the amount of \$_____, payable to the order of the Authority Treasurer, will be required of the successful bidder. **THE SUCCESSFUL BIDDER IS REQUIRED TO SUBMIT ITS GOOD FAITH DEPOSIT TO THE AUTHORITY AS INSTRUCTED BY THE AUTHORITY OR THE MUNICIPAL ADVISOR NOT LATER THAN NOON, EASTERN TIME, ON THE NEXT BUSINESS DAY FOLLOWING THE SALE.** The good faith deposit will be applied to the purchase price of the Bonds. In the event the purchaser fails to honor its accepted bid, the good faith deposit will be retained by the Authority. No interest shall be allowed on the good faith check. The good faith check of the successful bidder will be cashed and payment for the balance of the purchase price of the Bonds shall be made at the closing.

TAX MATTERS: In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., bond counsel, under existing law, assuming compliance with certain covenants and the issue price rules set forth below, interest on the Bonds is excludable from gross income for federal income tax purposes as described in the opinion, and the Bonds and interest thereon are exempt from all taxation by the State of Michigan or by any taxing authority within the State of Michigan except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

ISSUE PRICE: The winning bidder will be required to assist the Authority in establishing the issue price of the Bonds and shall execute and deliver to the Authority 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 attached either as Appendix H-1 or H-2 of the preliminary Official Statement, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Authority and Bond Counsel.

The Authority 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:

- a. the Authority is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- b. all bidders shall have an equal opportunity to bid;

price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the "hold-the-offering price rule"), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the Authority if any maturity of the Bonds satisfies the 10% Test as of the date and time of the award of the Bonds. The winning bidder shall promptly advise the Authority, at or before the time of award of the Bonds, which maturities of the Bonds shall be subject to the 10% Test or shall be subject to the hold-the-offering price rule or both.

- b. By submitting a bid, 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 the 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) if the hold-the-offering-price rule applies, 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:
 - a. the close of the fifth (5th) business day after the sale date; or
 - b. 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 Authority 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.

- c. The Authority 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 requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, 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 requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party 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 requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply

intervals or otherwise upon request of the winning bidder or such underwriter, and (ii) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the 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 establishing issue price. Further, for purposes of this Notice of Sale:

- a. "public" means any person other than an underwriter or a related party,
- b. "underwriter" means (A) any person that agrees pursuant to a written contract with the Authority (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 third-party distribution agreement participating in the initial sale of the Bonds to the public);
- c. 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) more than 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
- d. "sale date" means the date that the Bonds are awarded by the Authority to the winning bidder.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Grand Rapids and Detroit, Michigan. The opinion will be furnished without expense to the purchaser of the Bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C., for services rendered in connection with such approving opinion are expected to be paid from Bond proceeds. Except to the extent necessary to issue its approving opinion as to the validity of the Bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the Bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

comply with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

MUNICIPAL ADVISOR: Further information relating to the Bonds may be obtained from Robert W. Baird & Co. Inc., 124 West Allegan Street, Suite 2200, Lansing, Michigan 48933, telephone (517) 371-2607.

In submitting a bid for the Bonds, the bidder represents that it is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Act 517 of the Public Acts of Michigan of 2012.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES containing the bids should be plainly marked "Proposal for Building Authority Bonds."

Chairperson, Oakland County Building
Authority

Section 29. Effective Date. This Resolution shall become effective immediately upon its adoption.

AYES: Commissioners _____

NAYS: Commissioners _____

RESOLUTION DECLARED ADOPTED.

Secretary, Oakland County Building Authority



Facilities Management
PROJECT WORK IN PROGRESS
BA Animal Ctrl Pet Adoption Ct
100000002199
(as of January 31, 2020)

	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				

County of Oakland
BA Animal Control Pet Adoption
Statement of Fund Balance
For The Four Months Ended January 31, 2020
Fund 41425

Revenues:

Income from Investments	5,779.01
Accrued Interest Adjustments	(934.93)
	4,844.08

Expenditures:

Charges Against Project	(650.00)
-------------------------	----------

Subtotal	4,194.08
----------	----------

Operating Transfers In	0.00
Operating Transfers Out	0.00

Fund Balance at Beginning of Year	641,710.29
--	-------------------

Fund Balance at January 31, 2020	\$645,904.37
---	---------------------



Facilities Management
PROJECT WORK IN PROGRESS
c141 Sheriff RCCSteamTunnel Ren
10000002604
 (as of January 31, 2020)

Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
---------------	------------------------	-----------------------	--------------

FRINGE_BENEFITS - Fringe Benefits			
722000 - Fringe Benefits	0.00	321.34	
Fringe Benefits TOTALS			
0.00	0.00	321.34	(\$321.34)
MAT - Storeroom Materials Only			
775754 - Maintenance Department Charges	0.00	197.84	
Storeroom Materials Only TOTALS			
0.00	0.00	197.84	(\$197.84)
PROJ - Project			
702000 - Salaries	0.00	558.72	
730352 - Construction	3,337.10	3,013,357.92	
Project TOTALS			
3,048,668.38	3,337.10	3,013,916.64	\$34,751.74

Project 10000002604 - c141 Sheriff RCCSteamTunnel Ren			
Total Project Expenses			
Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
\$3,048,668.38	\$3,337.10	\$3,014,435.82	\$34,232.56
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		(\$1,964,435.82)	

County of Oakland
BA-FAC Infrastructure-IT Projects
Balance Sheet
January 30, 2020
Fund 41423

ASSETS

Cash Operating	
Accrued Interest on Investment	\$36,975.54
Due from Com. Road Commission	13,635.32
Total Assets	<u>0.00</u>
	<u><u>\$50,610.86</u></u>

LIABILITIES AND FUND BALANCE

Current Liabilities:	
Vouchers Payable	
Accounts Payable	0.00
Total Current Liabilities	<u>0.00</u>
	0.00
Fund Balance	
	<u>50,610.86</u>
Total Liabilities and Fund Balance	<u><u>\$50,610.86</u></u>



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

AGENDA

Wednesday, January 8, 2020
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. Introduction of New Bond Counsel and Municipal Advisor – **Informational**
6. Discussion of 2020 Financings of 911 Radios & Refunding Opportunities – **Informational**
7. Election of Officers – **Committee Action Required**
8. Animal Shelter Project (pages **1** thru **15**)
 - a) Project Work In Progress, Statement of Fund Balance, Balance Sheet (pages **1** thru **4**) – **Informational**
 - b) Change Order #1 Limbach – Revised (page **5**) – **Informational**
 - c) Change Order #1 Johnson Controls - Revised (page **11**) – **Informational**
 - d) Animal Shelter Change Orders Memo (page **15**) – **Informational**
9. Infrastructure – IT Projects (pages **16** thru **20**)
 - a) Project Work In Progress, Statement of Fund Balance, Balance Sheet (pages **16** thru **18**) – **Informational**
 - b) Invoice(s) Steam Tunnel Project (page **19**) – **Committee Action Required**
10. Other Business
11. Adjourn until next regular meeting on **Wednesday, February 12, 2020**



Facilities Management
PROJECT WORK IN PROGRESS
BA Animal Ctrl Pet Adoption Ct
10000002199
 (as of December 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	0.00	486.08	(\$486.08)
OWNERS_COST - OWNERS COSTS				
702000 - Salaries		0.00	832.91	
730324 - Communications		0.00	3,105.00	
730352 - Construction		650.00	333,909.82	
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	650.00	571,653.05	\$118,742.95
TESTING - Testing Services				
731906 - Testing Services		0.00	40,168.81	
Testing Services TOTALS				
	61,000.00	0.00	40,168.81	\$20,831.19

Project 10000002199 - 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	\$650.00	\$15,060,130.18	\$389,869.82
Total Project Revenue			
Account	Month-to-Date Revenue	Life-to-Date Revenue	
655077-Accrued Interest Adjustments	(\$151.52)	\$26,018.08	
655385-Income from Investments	\$1,326.71	\$228,634.35	
697551-Issuance of Bonds	\$0.00	\$15,450,000.00	
TOTAL REVENUE	\$1,175.19	\$15,704,652.43	
REVENUE OVER/(UNDER) EXPENSES		\$644,522.25	

**County of Oakland
BA Animal Control Pet Adoption
Balance Sheet
December 31, 2019
Fund 41425**

ASSETS

Cash Operating	618,504.17
Accrued Interest on Investment	26,018.08
	<u>644,522.25</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>644,522.25</u>
--------------	-------------------

Total Liabilities and Fund Balance	<u><u>644,522.25</u></u>
---	--------------------------



November 22, 2019

Matthew MacDougall
Oakland County
1200 Telegraph Rd. #42E
Pontiac, MI 48341

SUBJECT: Work Changes Proposal Request

PROJECT: Oakland County Animal Shelter

Limbach Co. is pleased to provide you with a proposal to furnish and install the required equipment/materials and associated controls to complete the recommended changes per Hooker DeJong Inc. for the above-referenced project, in accordance with the following plans and specifications:

Bid Documents- Pricing Narrative and Bid Drawings Dated 9/23/19

Scope of Work

1. Remove and dispose of the existing ductwork and GRDs as required.
2. Furnish and install (1) new VAV box for adoption council space.
3. Furnish and install (2) new VAV heating/cooling diffusers for adoption council space.
4. Furnish and install new ductwork and GRDs as required to rework duct on VAVs #9 and #10.
5. Furnish and install new pressure relief duct (sound lined) in Community Room.
6. Modify the return air intake for RTU#2 "up higher" on the wall instead of the middle of the wall.
7. Furnish and install (2) new ceiling fans in the adoption lobby that are BACnet Capable.
8. Furnish and install the required insulation on the exposed medium pressure and low pressure ductwork.
9. Furnish and install a new Johnson Controls PCV-1630 VAV controller and associated space temperature sensor for new VAV box VAV-13.
10. Provide 24V for controls and connect to BMS network
11. Integrate new controls into BMS and generate system graphics
12. Furnish and install wiring to connect two (2) new ceiling fans to the BMS network
13. Integrate two (2) new ceiling fans into BMS, program them to operate in unison with associated space VAV boxes and generate system graphics
14. Modify occupancy schedules, setpoints and programming as needed to achieve the sequence of operation and operating setpoints described for RTUs 1, 2 and 3.
15. Modify minimum cooling airflow and heating airflow settings on VAVs 1 thru 12.

926 FEATHERSTONE ROAD
PONTIAC, MI 48342

P: 248-335-4181 | F: 248-335-0078 | limbachinc.com

LIMBACH IS AN EQUAL OPPORTUNITY EMPLOYER



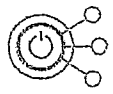
MECHANICAL



ELECTRICAL



PLUMBING



CONTROLS

ENGINEERING

CONSTRUCTION

SERVICE



5. Other repairs needed that are found on existing system during the installation.
6. Work not clearly indicated on plans.
7. Permits.
8. Temporary HVAC.
9. Cutting/patching of walls/ceilings (other than drywall).
10. Removal, repair, or replacement of ceiling tile or grid to facilitate construction.
11. Removal or relocation of conflicting services, utilities, lights, or sprinklers.
12. Any required fire alarm/fire sprinkler system work.
13. Disable or bypass of smoke detection systems during construction activities.
14. Dumpster for construction or demolition debris.
15. Testing/removal of asbestos and any other hazardous materials.
16. Liquidated damages/Payment and performance bonds.

Pricing

As proposed, we are pleased to quote:

Total cost for above scope of work.....\$147,639.00

Respectfully submitted,

LIMBACH COMPANY

Eric Mylenek
Project Engineer
(248) 309-1200
eric.mylenek@limbachinc.com

Approved by:

Signature

Date

Print Name

926 FEATHERSTONE ROAD
PONTIAC, MI 48342

P: 248-335-4181 | F: 248-335-0078 | limbachinc.com

LIMBACH IS AN EQUAL OPPORTUNITY EMPLOYER



MECHANICAL



ELECTRICAL



PLUMBING



CONTROLS

ENGINEERING

CONSTRUCTION

SERVICE



Indemnification:

Limbach agrees to indemnify Customer from and against any and all claims, losses or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof, including attorney's fees, caused directly by Limbach's negligence in the performance of the Work under this Proposal.

Limitation of Liability:

Under no circumstances, whether arising in contract, tort, or otherwise, shall Limbach be responsible for loss of use, loss of profits, or any special, indirect or consequential damages sustained by the Customer, Owner or others.

Limbach's liability for any assessment of liquidated damages shall be limited to the extent that such assessment is allowed under the Prime Contract (the contract between the Owner and the Customer) and shall be limited to the extent caused by the acts or omissions of Limbach.

Excusable Delay:

Limbach shall be entitled to an extension of contract time in the event the Work or any part thereof is delayed by any cause beyond Limbach's reasonable control. Such causes include, but are not limited to, acts of God or public enemy, compliance with any order, decree or request of any governmental authority, acts of declared or undeclared war, sabotage, fire, floods, adverse weather conditions, explosions, accidents, riots, strikes, labor disputes, or any other cause not within the reasonable control of Limbach.

Hazardous Substances:

Limbach's obligations do not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, Limbach's sole obligation will be to notify Customer of the existence of such products and materials. Limbach will have the right thereafter to suspend its Work until such products or materials and the resultant hazards are removed. The time for completion of the Work will be extended to the extent caused by such a suspension and the Contract Price will be equitably adjusted.

Material Price Escalation:

Due to current market conditions, Limbach reserves the right to increase the amount of this Proposal and any resulting Contract for increases in the costs of obtaining the material and equipment used in the performance of the Work. Upon Limbach's written change order request, Customer shall issue and execute a change order increasing the Contract Price in an amount that reflects the increase in cost of the material and equipment from the date of this Proposal that is incurred by Subcontractor for the performance of the work.

926 FEATHERSTONE ROAD
PONTIAC, MI 48342

P: 248-335-4181 | F: 248-335-0078 | limbachinc.com

LIMBACH IS AN EQUAL OPPORTUNITY EMPLOYER



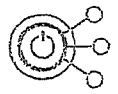
MECHANICAL



ELECTRICAL



PLUMBING



CONTROLS

ENGINEERING

CONSTRUCTION

SERVICE



Johnson Controls Fire Protection LP
 24755 Halsted Road
 Farmington Hills, Michigan 48335-1612
 Tel: (248) 427-5050
 Fax: (248) 427-5133
 Charles.gates@jci.com
 License number: 7115391

PROPOSAL AND SERVICE AGREEMENT

Johnson Controls Contract #	Salesperson: Charles Gates NICET Certification: 158011.	Date: 10/04/2019
Customer: Oakland County Animal Shelter 1200 Telegraph Road (#42E) Pontiac, MI 48341 Matthew MacDougall / 248-736-8109 Invoice To (if different from Customer):	Job Location: Outside dry pipe system	Customer P.O. #

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

SCOPE OF WORK:

- Design, fabricate and install main drain to discharge outside of room.

TOTAL PRICE: ***** Three Thousand One Hundred Sixty Four and 54/100 Dollars ***** **\$3,164.54** *****

- Sales tax not included in price.
- Work to be done on normal working days M-F 7:00 AM to 4:30 PM.
- Price is good for 30 days from date of proposal.

WORK EXCLUDED:

- Permits.
- Painting or preparation for paint of any pipe or materials.
- Drywall Repairs, wall repairs, wall paper repairs, or painting repairs.
- Pipe labeling.
- Underground.
- Alarm devices or wiring.

___ Scope of Work continued on attached Amendment.

Payment	NET 10 <input type="checkbox"/>	NET 30 <input checked="" type="checkbox"/>	C.O.D. <input type="checkbox"/>	DEPOSIT: \$
Time and Material <input type="checkbox"/>	Price Not to Exceed \$	Fixed Price of \$3,164.54	BALANCE DUE: \$	

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.** This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

Customer

By: _____
 Name:
 Title:

JOHNSON CONTROLS FIRE PROTECTION LP

By: Charles Gates
 Name: Charles Gates
 Title: SSERVE
 License No: (if applicable):

TERMS AND CONDITIONS

following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk;
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

14. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party, EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

15. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said Hazardous Conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select outside counsel to represent it in any such action.

16. Insurance. Customer shall name Company, its officers,

employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

17. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide Services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from steel, plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

18. Exclusions. This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge.

19. Force Majeure. Company shall not be responsible for delays or failure to render Services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company.

20. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

21. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two (2) years after the termination of this Agreement.

22. Default. An Event of Default shall be a) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, b) abuse of the System or the equipment, c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, i) discontinue furnishing Services; ii) by written notice to Customer declare the balance

of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law; iii) receive immediate possession of any equipment for which Customer has not paid; iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement; and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

23. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

24. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

25. Entire Agreement. The parties intend this Agreement, together with any attachments or riders to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an authorized representative of Company.

26. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

27. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

28. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act. NY Licensed by N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.jci.com or contact your local Johnson Controls office.



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

	Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
FRINGE_BENEFITS - Fringe Benefits				
722000 - Fringe Benefits		0.00	321.34	
Fringe Benefits TOTALS				
0.00	0.00	0.00	321.34	(\$321.34)
MAT - Storeroom Materials Only				
775754 - Maintenance Department Charges		0.00	197.84	
Storeroom Materials Only TOTALS				
0.00	0.00	0.00	197.84	(\$197.84)
PROJ - Project				
702000 - Salaries		0.00	558.72	
730352 - Construction		2,915.73	3,010,020.82	
Project TOTALS				
3,048,668.38	2,915.73	3,010,579.54	\$38,088.84	

Project 10000002604 - c141 Sheriff RCCSteamTunnl Ren			
Total Project Expenses			
Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
\$3,048,668.38	\$2,915.73	\$3,011,098.72	\$37,569.66
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		(\$1,961,098.72)	

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

ASSETS

Cash Operating	\$40,254.89
Accrued Interest on Investment	13,600.84
Due from Com. Road Commission	0.00
Total Assets	<u><u>\$53,855.73</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>53,855.73</u>
Total Liabilities and Fund Balance	<u><u>\$53,855.73</u></u>

4996
OK

BA



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

INVOICE

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

RECEIVED
OAKLAND COUNTY
DEC 04 2019
FACILITIES MANAGEMENT
PLANNING & ENGINEERING

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

December 02, 2019
Invoice No: 102990

19-403

Project 080884.00 Oakland County Concrete Steam Tunnel Assessment and Repairs
2019 CIP Steam Tunnel Repair
Professional Services from October 28, 2019 to November 24, 2019

Personnel

	Hours	Rate	Amount
Senior Consultant			
Ireland, Robert	3.50	206.00	721.00
Senior Project Engineer			
Bogdani, Roland	4.75	147.30	699.68
Senior CAD			
Kurdi, Ghassan	17.75	104.05	1,846.89
Senior Administrative Assistant			
DeBeliso, Tracey	.50	92.70	46.35
Administrative Assistant			
Laho-DeGroat, Amber	.25	92.70	23.18
Totals	26.75		3,337.10
Total Labor			

Total this Invoice 3,337.10
\$3,337.10

12-4-19
CM OK

Outstanding Invoices

Number	Date	Balance
99726	9/4/2019	405.08
101897	11/5/2019	2,915.73
Total		3,320.81

All Unpaid Invoices \$6,657.91

Thank you for the opportunity to be of service.

Project Manager Roland Bogdani

12-4-19
CM OK
WB 630109
CC 14PC141BA
Cat 29816

OK
12/4

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

12/9 RD # 343819
PO # 340630

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.