



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  
DAVID COULTER, O.C. Executive

## AGENDA

**Wednesday, September 11, 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. Easement for Michigan Fallen Heroes Memorial (pages **1** thru **90**)
  - a) Letter from John Axe – Bond Counsel (page **1**) – **Informational**
  - b) Memo from Jody Hall – Corporation Counsel (page **2** thru **3**) – **Informational**
  - c) Easement (page **4** thru **90**) – **Committee Action Required**
6. Covenant Deed for Lyon Oaks (pages **91** thru **94**)
  - a) Invoice (page **91**) – **Committee Action Required**
7. Animal Shelter Project (pages **95** thru **102**)
  - a) Project Work In Progress, Statement of Fund Balance, Balance Sheet (pages **95** thru **98**) – **Informational**
  - b) Invoice(s) Project (page **99**) – **Committee Action Required**
8. Infrastructure – IT Projects (pages **103** thru **116**)
  - a) Project Work In Progress, Statement of Fund Balance, Balance Sheet (pages **103** thru **105**) – **Informational**
  - b) Invoice(s) Steam Tunnel Project (page **106**) – **Committee Action Required**
  - c) Change order #1 Steam Tunnel project (page **113**) – **Committee Action Required**
  - d) Change order #2 Steam Tunnel project (page **116**) – **Committee Action Required**
9. Other Business
10. Adjourn until next regular meeting on **Wednesday, October 9, 2019**

# CLARK HILL

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John R. Axe  
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F 313.309.6946  
Email: [jaxe@clarkhill.com](mailto:jaxe@clarkhill.com)

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[clarkhill.com](http://clarkhill.com)

September 3, 2019

By E-mail: [halljs@oakgov.com](mailto:halljs@oakgov.com)

Ms. Jody Hall, Esq.  
Assistant Corporation Counsel  
1200 N Telegraph Rd, Dept 419  
Pontiac, Michigan 48341-1032

**Re: Oakland County Building Authority; Easement for Michigan Fallen Heroes Memorial**

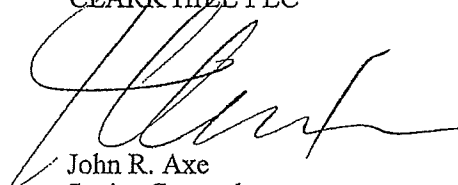
Dear Ms. Hall:

We understand that the County is requesting that the Oakland County Building Authority grant an easement to permit the Michigan Fallen Heroes, a Michigan non-profit corporation, to locate two memorials/monuments (one that is currently existing and a second one to be constructed) on property owned by the Authority. Based on the review of the information provided, it is our understanding that the location of the memorials/monuments will not affect the improvements associated with the outstanding bonds. Accordingly, it is our opinion, as Bond Counsel for the Building Authority, the granting of the easement will not affect the outstanding bonds.

If you have any questions or require further information, please feel free to contact me or Mr. Colaianne.

Sincerely,

CLARK HILL PLC



John R. Axe  
Senior Counsel

Cc: Joseph W. Colaianne

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**OAKLAND COUNTY**

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**MEMO**

**CORPORATION COUNSEL**

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**To:** Eric McPherson, Chairperson, Oakland County Building Authority  
**From:** Jody Hall, Assistant Corporation Counsel  
**Date:** September 3, 2019  
**Re:** Request for Agenda Item for September 11, 2019 Meeting: Approval of Easement for Michigan Fallen Heroes Memorial

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I am requesting that the above-referenced item be placed on the Building Authority Agenda for review and approval on September 11, 2019. *Please See Exhibit 1 - Easement.* Below is a brief overview of the events related to this request.

The Oakland County Board of Commissioners in Miscellaneous Resolutions #01189 and #02088 approved the construction of a memorial by the Michigan Fallen Heroes Memorial ("MFHM"), a domestic, nonprofit corporation and a 501(c)3 charitable organization, on County-owned property to honor law enforcement officers and firefighters who lost their lives in the line of duty. *Please See Exhibit 2 – MR#01189 and MR#02088.* The Sheriff's Office (SO) and Facilities Management (FM) were approached by MFHM to place a second memorial/monument on the County campus, adjacent to the Sheriff's Office Administration building, 38 East, to honor the brave service men and women who lost their lives defending the United States of America since September 11, 2001 and help ensure that their service and sacrifice are never forgotten. Twenty-two service members from Oakland County who have made the ultimate sacrifice will be honored by this second memorial/monument.

The MFHM will be responsible for constructing the second memorial/monument, including all costs associated therewith. FM will install a spotlight for the American flag and basic landscaping around the memorial/monument. MFHM has raised the funds and materials with an estimated value of \$70,000 to build the second memorial/monument. The on-going maintenance and repair of both memorials/monuments will be the responsibility of MFHM. The on-going landscaping and grounds maintenance for both memorials/monuments will be the responsibility of FM. The relationship between the County and MFHM must be codified and an easement delineating the responsibilities for both memorials/monuments must be executed.

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Request for Placement on Agenda  
September 3, 2019  
Page 2 of 2

The Oakland County Building Authority ("Authority") currently owns the land upon which the memorials/monuments are and will be located, because of certain bonds issued by the County, i.e., approved by Oakland County Board of Commissioners' Miscellaneous Resolutions #12100 and #15250. *Please See Exhibit 3 – MR#12100 and MR#15250.* Thus, the Authority must grant the easement. However, the County must also sign the attached Easement given the County's obligations contained herein and given that the County will be subject to the Easement once the bonds are paid off.

The Department of Corporation Counsel drafted and reviewed the attached Easement. In addition, the SO and FM support and recommend the construction of the second memorial/monument on the County campus and recommend approval of the attached Easement. The Department of Corporation Counsel contacted bond counsel and received the attached letter, indicating that this easement will not effect the bonds. *Please See Exhibit 4 – Letter from Bond Counsel.*

Accordingly, the Building Authority is requested to approve the attached easement to the Michigan Fallen Heroes Memorial contingent upon approval of the easement by the Oakland County Board of Commissioners. Please let me know if you have any questions or if you need anything else from me.

# EXHIBIT 1

# EASEMENT

**EASEMENT  
MICHIGAN FALLEN HEROES MEMORIAL**

**THIS EASEMENT** is granted this \_\_\_\_ day of \_\_\_\_\_, 2019 by the **Oakland County Building Authority**, ("Grantor") to the **Michigan Fallen Heroes Memorial**, a Michigan Non-Profit Corporation, whose address is 1200 N. Telegraph Road, Building 38 E, Pontiac, Michigan 48431 ("Grantee").

**WHEREAS** Grantee is the owner of a Memorial located on Grantor's property honoring fallen first responders killed in the line of duty; and

**WHEREAS** Grantee approached the Oakland County Department of Facilities Management and the Oakland County Sheriff's Office about locating a second Memorial on Grantor's property honoring fallen military personnel killed in the line of duty, a rendering of such is attached and incorporated as **Exhibit A**; and

**WHEREAS** Grantor currently owns the property where the two Memorials are and will be located, because of certain bonds issued by Grantor.

**WHEREAS** Grantor desires to have these Memorials located on the property; and

**WHEREAS** Grantor contacted the County of Oakland to receive approval for this Easement, because once the bonds are paid off, the property will revert to the County of Oakland; and

**WHEREAS** the Oakland County Board of Commissioners approved this Easement given the obligations contained herein.

**IN CONSIDERATION** of One Dollar (\$1.00), receipt of which is acknowledged and pursuant to the conditions set forth herein, Grantor grants to Grantee and Grantee accepts the following:

1. **Grantor's Land:** is located in the City of Pontiac, with a **tax identification number of 13-24-227-001**, which is specifically described and depicted in **Exhibit B** ("Grantor's Land"). Exhibit B is incorporated into this Easement. Grantor currently owns Grantor's Land because of certain bonds issued by Grantor, i.e., approved by Oakland County Board of Commissioners' Miscellaneous Resolutions #12100 and #15250. Once the bonds are paid off, Grantor's Land will revert to the County of Oakland ("County"). The County will sign and approve this Easement given its obligations obtained herein and given that the County will be subject to the Easement once the Grantor's Land reverts to the County.
2. **Grant of Easement:** Grantor grants and conveys to Grantee an Easement depicted and described in **Exhibit C**, which is incorporated into this Easement (the "Easement Area").

3. **Purpose:** The purpose of this Easement is to permit the construction, maintenance, and repair by Grantee of two (2) memorials, including hardscapes, to honor first responders and military personnel who were killed in the line of duty. The Parties acknowledge that one (1) memorial has been constructed and has been on the property since 2005.
4. **Access/Activities:** Grantee has the right of pedestrian and vehicular ingress and egress to and from the Easement Area over and across Grantor's Land. Grantee shall not perform any construction, maintenance, or repair activities in the Easement Area without obtaining prior written approval from Oakland County's Director of Facilities Management or his/her successor (hereinafter "Director of FM"). The Director of FM shall approval all drawings and contractors, as applicable, for any construction in the Easement Area. Normal maintenance and repair activities within the Easement Area do not need approval of the Director of FM.
5. **Excavation:** Pursuant to 2013 Public Act 174, MISS DIG must be called before any excavation in the Easement Area may proceed.
6. **Maintenance and Repairs:** Grantee shall provide and pay for the maintenance and repair activities for the memorials and hardscapes in the Easement Area and any other structures constructed therein.
7. **Landscaping and Ground Maintenance:** The County shall provide and pay for landscaping and grounds maintenance services in the Easement Area and areas immediately adjacent to the memorials, including the purchasing of landscaping and grounds materials, i.e., mulch, stones, plants, flowers, trees, shrubs, and grass. The landscaping and grounds maintenance services shall be consistent with the landscaping and grounds services on Grantor's Land.
8. **Electricity:** Except as otherwise agreed in writing by the Parties, the County shall pay for the electricity to operate the electrical fixtures for the memorials located in the Easement Area. Except as otherwise agreed in writing by the Parties, Grantee shall provide and pay for the electrical fixtures and the electrical infrastructure to operate such fixtures.
9. **Trees, bushes, branches, roots, structures and fences:** With prior written permission of the Director FM, Grantee may trim, cut down, remove, or otherwise control any trees, bushes, branches, and roots in the Easement Area that Grantee reasonably believes could interfere with Grantee's safe and reliable construction, maintenance, and repair activities.
10. **Performance of Grantee's Obligations:** If Grantee fails to perform or comply with any obligation or requirement of this Easement, Grantor shall give Grantee thirty (30) calendar days written notice of such failure. If Grantee does not perform or comply with the obligation or requirement within this period, then Grantor may perform or cause compliance of the obligation or requirement. If Grantor performs these obligations or requirements, Grantee shall be responsible to reimburse Grantor all costs associated with the performance of Grantee's obligations or requirement. Upon written request, Grantor shall provide Grantee with an itemized invoice or statement for the costs associated with performing such obligations or requirements.

11. **Restoration:** If Grantee or its employees, volunteers, contractors, agents, or their vehicles/equipment damage Grantor's Land, then Grantee will restore Grantor's Land as near to its original condition as possible.
12. **Interest in Realty/Successors:** This Easement shall be binding upon and inure to the benefit of Grantor and Grantee, its representatives, successors, and assigns. In the event that Grantee, its heirs, representatives, successors and assigns no longer use this Easement for more than one (1) year, the Easement shall be considered abandoned, and the Easement shall terminate and be extinguished without any further action by Grantor or Grantee. The Easement Area shall revert back to Grantor, its heirs, representatives, successors, or assigns with no interest remaining in Grantee. If this should occur, then upon the written request of Grantor, Grantee shall provide a Release of Easement to Grantor. If no Release of Easement is provided to Grantor within thirty (30) calendar days, Grantor may file with the Oakland County Register of Deeds an Abandonment of Easement, which shall act in place of the Release of Easement. If the Easement is abandoned, terminated, or extinguished, then upon the request of Grantor, Grantee shall remove any memorials/structures in the Easement Area as requested by Grantor, and restore the Easement Area to the condition it was in prior to the removal. If Grantee does not remove the memorials/structures within sixty (60) calendar days of Grantor's request, then the memorials/structures shall be deemed Grantor's property without further action by either Party; and Grantor may decide what to do with the memorials/structures.
13. **Indemnification:** Grantee shall indemnify Grantor, its elected officials, officers, employees, volunteers, and/or agents against, and shall forever hold them harmless from any and all losses, liability, actions, claims, demands, costs, expenses, injuries or damages of any kind whatsoever which may be brought or made, and which shall be caused by or arise out of any act or omission of Grantee, its officers, employees, volunteers, agents, guests, visitors, invitees, or licensees, arising out of the use of the Easement. In the event that Grantor and Grantee are found responsible for the same losses, liabilities, actions, claims, demands, costs, expenses, injuries or damages of any kind whatsoever which may be brought or made, and which shall be caused by or arise out of any negligent act or omission or willful misconduct of both of them, then Grantee will indemnify Grantor only to the extent of Grantee's proportional responsibility for the loss(es) and/or costs associated with the loss(es).
14. **Insurance:** Grantee and its contractors, at their own expense, shall maintain the following coverages:  
  
\$3,000,000 Combined Single Limit Commercial General Liability Broad Form Endorsement/or the following as minimum requirement:  
  
Broad form property damage including XCU rider  
Premises/Operations  
Independent Contractors  
Blanket Broad form Contractual  
Personal Injury – delete contractual exclusion "A"  
  
Additional Insureds – the County of Oakland, County agents and employees and elected and appointed officials of Oakland County



Workers' Compensation as required by law \$500,000 Employer's Liability. This requirement is waived, as permitted by State law, if Grantee has no employees.

1,000,000 Combined Single Limit Automobile Liability, including hired and leased vehicles, and owned and non-owned autos No Fault coverage are required by law; and General Certificates of Insurance. This requirement is waived if there are no Grantee owned, hired or non-owned automobiles utilized in the performance of this Easement.

- 15. **Compliance With Laws/ Permits:** Grantee shall comply with all federal, state, and local laws, statutes, ordinances, regulations, applicable to its activities permitted under this Easement and Grantee shall requires its contractors and agents to comply with all federal, state, and local laws, statutes, ordinances, regulations, applicable to its activities permitted under this Easement. Grantee, its contractors, or agents shall obtain required permits or licenses, if applicable, from any municipal or governmental agency.
- 16. **Exemption:** This Easement is exempt from transfer tax pursuant to MCL 207.505a and MCL 207.562(a).

Grantor: **Oakland County Building Authority**, a Michigan Constitutional Corporation

BY: \_\_\_\_\_

\_\_\_\_\_ Chairperson  
Oakland County Building Authority

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2019, by \_\_\_\_\_, Chairperson, Oakland County Building Authority.

\_\_\_\_\_, Notary Public  
Oakland County, Michigan  
My Commission expires: \_\_\_\_\_  
Acting in Oakland County

Grantee: Michigan Fallen Heroes Memorial, a Michigan Non-Profit Corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
                                  )SS  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2019, by \_\_\_\_\_ for and on behalf of the Michigan Fallen Heroes Memorial.

\_\_\_\_\_, Notary Public  
Oakland County, Michigan  
My Commission expires: \_\_\_\_\_  
Acting in Oakland County

**County of Oakland**

By: \_\_\_\_\_  
David Woodward, Chairperson  
Oakland County Board of Commissioners

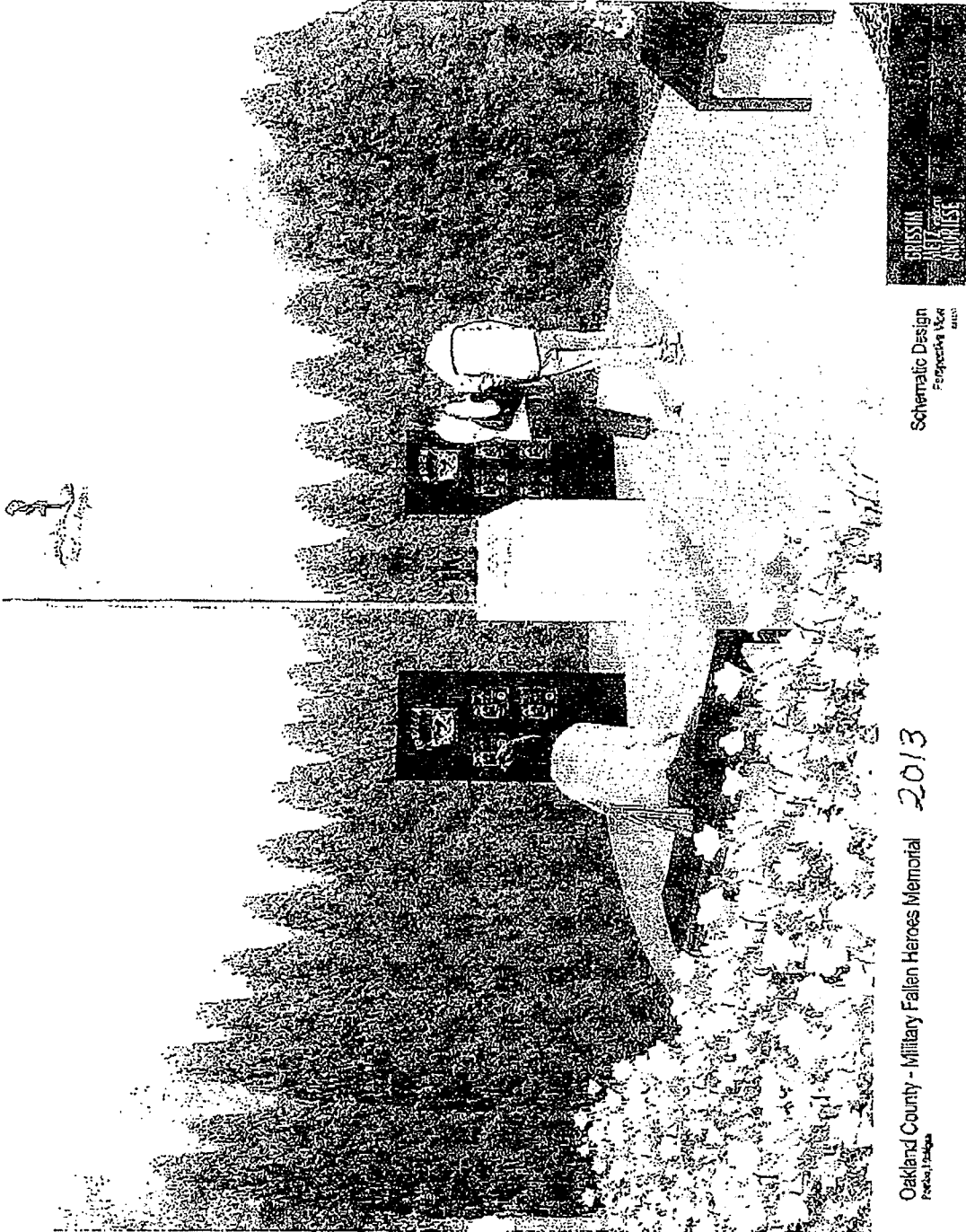
STATE OF MICHIGAN     )  
                                  )SS  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2019, by \_\_\_\_\_, Chairperson, Oakland County Board of Commissioners.

\_\_\_\_\_, Notary Public  
Oakland County, Michigan  
My Commission expires: \_\_\_\_\_  
Acting in Oakland County

Prepared by and return to: Jody S. Hall, Assistant Corporation Counsel  
Oakland County Corporation Counsel  
1200 North Telegraph Road  
Pontiac, MI 48341

Exhibit A



Schematic Design  
Preparation & Coordination

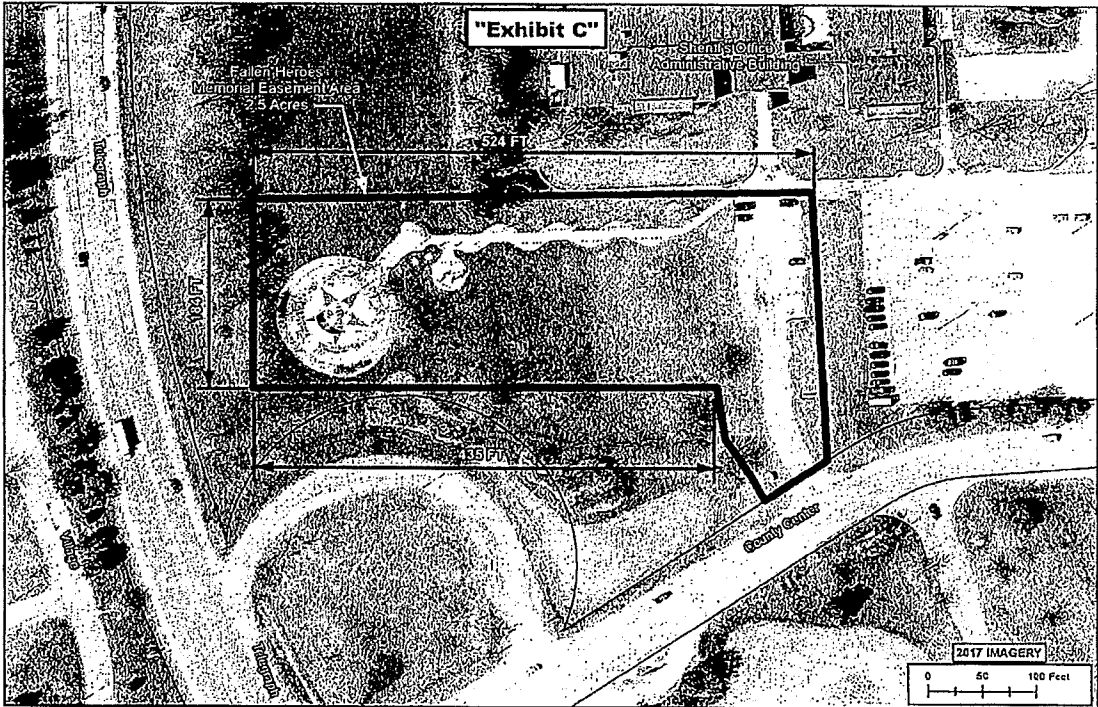
Oakland County - Military Fallen Heroes Memorial 2013


**EXHIBIT B  
EASEMENT FOR MICHIGAN FALLEN HEROES MEMORIAL**

**GRANTOR:** Oakland County Building Authority  
**GRANTEE:** Michigan Fallen Heroes Memorial

**LEGAL DESCRIPTION:** T3N, R9E, SEC 24 THAT PART OF E 1/2 OF SEC LYING NLY OF TELEGRAPH RD & SLY OF SLY RW LINE OF GTWRR 85 A  
**PIN:** 13-24-227-001





Legend  
 Fallen Heroes Memorial Easement Area

Fallen Heroes Easement  
 "Exhibit C"



**OAKLAND  
 COUNTY  
 CAMPUS**

Source: Aerial Imagery, 2017, GeoEye.com

# EXHIBIT 2

## MISC. RESOLUTIONS #01189 and #02088

August 16, 2001

REPORT (MISC. #01189)

BY: PLANNING & BUILDING COMMITTEE, CHARLES E. PALMER, CHAIRPERSON

RE: MR #01189 SHERIFF DEPARTMENT - LAW ENFORCEMENT MEMORIAL

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

The Planning and Building Committee, having reviewed the above referenced resolution on August 7, 2001, recommends the resolution be amended and adopted:

Insert an additional BE IT FURTHER RESOLVED paragraph as follows:

*"BE IT FURTHER RESOLVED that Planning & Building Committee site plan approval will be required prior to construction of a Law Enforcement Memorial."*

Chairperson, on behalf of the Planning & Building Committee, I move the acceptance of the foregoing report.

PLANNING & BUILDING COMMITTEE



Planning & Building Committee Vote:

Motion carried on unanimous roll call vote with Webster and Dingeldey absent

**Miscellaneous Resolution # 01189**

**July 19, 2001**

By Public Services Committee, David L. Moffitt, Chairperson

**IN RE: SHERIFF DEPARTMENT-LAW ENFORCEMENT MEMORIAL**

To the Oakland County Board of Commissioners

Mr. Chairperson, Ladies and Gentlemen:

WHEREAS the County of Oakland has no official tribute to the men and women who have served honorably in the Law Enforcement Duties of Oakland County; and

WHEREAS the creation of a Law Enforcement Memorial will serve as this tribute; and

WHEREAS the Oakland County Sheriff Michael J. Bouchard is proposing this tribute and has agreed to be the designated facilitator and has agreed to raise the necessary funds for this memorial; and

WHEREAS the County of Oakland will not be obligated to any financial concerns except to allow the memorial to be placed in front of the County Courthouse; and

WHEREAS donations will be sought from Law Enforcement groups, private citizens and the private sector; and

WHEREAS the donations will be deposited with the Oakland County Treasurer in the name of the Oakland County Law Enforcement Memorial fund.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners endorses the concept of a Law Enforcement Memorial.

BE IT FURTHER RESOLVED that the Oakland County Treasurer and the Department of Management and Budget be directed to establish the Oakland County Law Enforcement Memorial fund for the purpose of paying for this tribute.

BE IT FURTHER RESOLVED that the total cost of the Law Enforcement Memorial including any construction or renovation costs will be the responsibility of the Oakland County Law Enforcement Memorial fund.

Chairperson, on behalf of the Public Services Committee, I move the adoption of the foregoing resolution.

PUBLIC SERVICES COMMITTEE



**Public Services Committee Vote:**

Motion carried unanimously on a roll call vote with Crawford and Sever absent.



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Resolution #01189

July 19, 2001

The Chairperson referred the resolution to the Planning and Building and Finance Committees. There were no objections.

August 16, 2001

FISCAL NOTE (MR #01189)

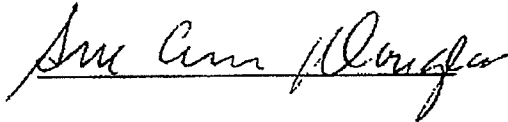
BY: FINANCE COMMITTEE, SUE ANN DOUGLAS, CHAIRPERSON  
IN RE; SHERIFF'S DEPARTMENT-LAW ENFORCEMENT MEMORIAL  
TO THE OAKLAND COUNTY BOARD OF COMMISSIONERS

Chairperson, Ladies and Gentlemen:

Pursuant to Rule XII-C of this Board, the Finance Committee has reviewed the above named Miscellaneous Resolution and finds:

1. Oakland County has no official tribute to the men and women who have served honorably in the Law Enforcement Duties of Oakland County. A Law Enforcement Memorial will serve as this tribute.
2. Oakland County Sheriff is proposing this memorial and will act as the designated facilitator and has agreed to raise the necessary funds for the memorial.
3. The County of Oakland will not be obligated to any financial concerns except to allow the memorial to be placed in front of the County Courthouse.
4. The Oakland County Treasurer and the Department of Management and Budget are directed to establish the Law Enforcement Memorial Fund. The total cost of the Law Enforcement Memorial including any construction or renovation will be the responsibility of the Law Enforcement Memorial Fund.
5. No budget amendments are required.

FINANCE COMMITTEE



Finance Committee Vote:

Motion carried on unanimous roll call vote with Moss and Melton absent

Resolution #01189

August 16, 2001

Moved by Moffitt supported by Obrecht the Planning and Building Committee Report be accepted.

A sufficient majority having voted therefor, the report was accepted.

Moved by Moffitt supported by Obrecht the resolution be adopted.

Moved by Moffitt supported by Obrecht the resolution be amended to coincide with the recommendation in the Planning and Building Report.

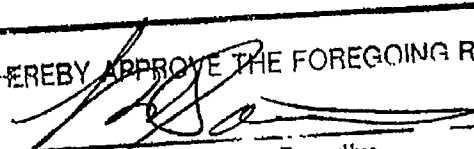
A sufficient majority having voted therefor, the amendment carried.

Vote on resolution as amended:

AYES: Douglas, Galloway, Garfield, Gregory, Law, McPherson, Melton, Millard, Moffitt, Moss, Obrecht, Palmer, Patterson, Sever, Suarez, Taub, Webster, Amos, Appel, Brian, Buckley, Causey-Mitchell, Coleman. (23)

NAYS: None. (0)

A sufficient majority having voted therefor, the resolution, as amended, was adopted.

HEREBY APPROVE THE FOREGOING RESOLUTION  
  
L. Brooke Patterson, County Executive Date

STATE OF MICHIGAN)

COUNTY OF OAKLAND)

I, G. William Caddell, 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 August 16, 2001 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 16<sup>th</sup> day of August, 2001.

  
G. William Caddell, County Clerk

REPORT (M.R. #02088)

May 2, 2002

BY: FINANCE COMMITTEE, SUE ANN DOUGLAS, CHAIRPERSON

IN RE: BOARD OF COMMISSIONERS - AMEND LAW ENFORCEMENT MEMORIAL TO FALLEN  
HEROES MEMORIAL

TO THE OAKLAND COUNTY BOARD OF COMMISSIONERS

Chairperson, Ladies and Gentlemen:

Pursuant to Rule XII-C of this Board, the Finance Committee, having reviewed the above referenced resolution, reports that because the operation of this fund is outside the County's financial responsibility, the resolution should be amended to remove the second BE IT FURTHER RESOLVED paragraph.

Chairperson, on behalf of the Finance Committee, I move the acceptance of the foregoing report.

FINANCE COMMITTEE

*Sue Ann Douglas*

FINANCE COMMITTEE

Motion carried unanimously on a roll call vote.

May 16, 2002

**REPORT MR #02088**

**BY: PLANNING & BUILDING COMMITTEE, CHARLES E. PALMER,  
CHAIRPERSON**

**RE: BOARD OF COMMISSIONERS – AMEND LAW ENFORCEMENT MEMORIAL  
TO FALLEN HEROES MEMORIAL**

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

The Planning & Building Committee, having reviewed MR #02088 on May 7, 2002,  
recommends the resolution be amended as follows and adopted:

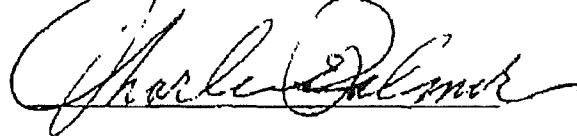
Add an additional BE IT FURTHER RESOLVED paragraph as follows:

6 *"BE IT FURTHER RESOLVED that the Oakland County Law Enforcement Memorial  
Fund established under Miscellaneous Resolution #01189 be terminated and all funds  
contributed for the purpose of paying for the tribute be deposited in the Michigan Fallen Heroes  
Memorial Fund, which is a 501(c) 3."*

Also in the second BE IT FURTHER RESOLVED paragraph to change the fund name from  
~~Oakland County~~ to *"Michigan Fallen Heroes Memorial Fund."*

Chairperson, on behalf of the Planning & Building Committee, I move the acceptance of  
the foregoing report.

PLANNING & BUILDING COMMITTEE



Planning & Building Committee Vote:

Motion carried on unanimous roll call vote with Sever absent

**REPORT (MISC. #02088)**

April 18, 2002

BY: Public Services Committee, Hugh D. Crawford, Chairperson

**IN RE: MR #02088 – AMEND LAW ENFORCEMENT MEMORIAL TO FALLEN  
HEROES MEMORIAL**

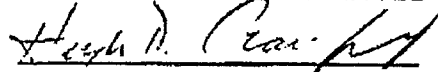
To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

The Public Services Committee, having reviewed Miscellaneous Resolution #02088 on April 9, 2002, reports with a recommendation that the resolution be adopted.

Chairperson, on behalf of the Public Services Committee, I move acceptance of the above-mentioned Resolution with the recommended amendment.

PUBLIC SERVICES COMMITTEE

A handwritten signature in cursive script, appearing to read "Hugh D. Crawford", is written over a horizontal line.

**Public Services Committee Vote:**

Motion carried unanimously on a roll call vote with Moffitt, Galloway and Coleman absent.

Miscellaneous Resolution # 02 088 \_

**BY:** Commissioner Charles E. Palmer, District #16

**RE:** Board of Commissioners - Amend Law Enforcement Memorial to Fallen Heroes Memorial

**TO:** Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

**WHEREAS**, the Oakland County Board of Commissioners approved Miscellaneous Resolution #01189, which authorized a Law Enforcement Memorial to pay tribute to the men and women who served honorably in their law enforcement duties of Oakland County; and

**WHEREAS**, the Oakland County Board of Commissioners also authorized the Oakland County Treasurer and the Department of Management and Budget to establish the Oakland County Law Enforcement Memorial Fund for the purpose of paying for this tribute; and

**WHEREAS**, the Oakland County Board of Commissioners authorized the Oakland County Sheriff to act as the designated facilitator to raise the necessary funds for the memorial; and

**WHEREAS**, the Department of Facilities Management - Facilities Engineering Division reported on March 19, 2002, to the Planning and Building Committee that, "the developments of September 11, 2001, have caused the Sheriff to expand the scope of the memorial to include all 'fallen heroes' in the law enforcement and firefighter communities throughout the State of Michigan;" and

**WHEREAS**, the Law Enforcement Memorial is being referred to as the "Fallen Heroes Memorial" and the scope of the project is being expanded beyond the original concept of paying tribute to the law enforcement officers in Oakland County, to now include both law enforcement and fire fighters throughout the State of Michigan.

**NOW THEREFORE BE IT RESOLVED THAT** the Oakland County Board of Commissioners does hereby endorse the concept of amending the Law Enforcement Memorial to the Fallen Heroes Memorial.

**BE IT FURTHER RESOLVED THAT** the Oakland County Board of Commissioners does hereby approved expanding the scope of the project to include paying tribute to both law enforcement and fire fighters throughout the State of Michigan.

**BE IT FURTHER RESOLVED THAT** the Oakland County Board of Commissioners authorizes the Oakland County Treasurer and the Department of Management and Budget to re-name the Oakland County Law Enforcement Memorial Fund to the Fallen Heroes Memorial Fund, for the purpose of paying for this tribute; and

**BE IT FURTHER RESOLVED THAT** the total cost of the Fallen Heroes Memorial, including any construction or renovation costs, will be the responsibility of the Oakland County Fallen Heroes Memorial Fund.

**BE IT FURTHER RESOLVED THAT** the Oakland County Sheriff is authorized to act as the designated facilitator and has agreed to raise the necessary funds for the memorial.

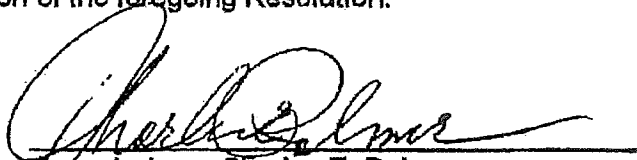
**BE IT FURTHER RESOLVED THAT** the Planning and Building Committee site plan approval will be required prior to construction of the Fallen Heroes Memorial. ✓

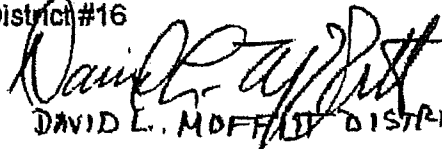
Chairperson, I move the adoption of the foregoing Resolution.

Shelley Toub  
District #12  
Thomas F. Middleton  
District #4

W. Brian  
#10

Juan Aron #5

  
Commissioner Charles E. Palmer  
District #16

  
DAVID L. MOFFITT DISTRICT 18



FISCAL NOTE (M.R. #02088)

May 2, 2002

BY: FINANCE COMMITTEE, SUE ANN DOUGLAS, CHAIRPERSON

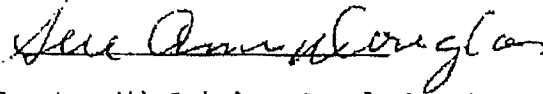
IN RE: BOARD OF COMMISSIONERS-AMEND LAW ENFORCEMENT MEMORIAL TO FALLEN HEROES  
MEMORIAL

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 Miscellaneous Resolution and finds the County of Oakland will not be obligated to any financial concerns except for placement of the memorial, and therefore, no budget amendments are required.

FINANCE COMMITTEE



FINANCE COMMITTEE

Motion carried unanimously on a roll call vote with Friedman Appel absent.

Resolution #02088

March 28, 2002

The Chairperson referred the resolution to the Public Services Committee. There were no objections.

Resolution #02088

April 18, 2002

The Chairperson referred the resolution to the Planning and Building and Finance Committees. There were no objections.

Resolution #02086

May 16, 2002

Moved by Crawford supported by Palmer the resolution be adopted.

Moved by Crawford supported by Palmer the the Planning and Building Committee Report be accepted.

A sufficient majority having voted therefore, the report was accepted.

Moved by Crawford supported by Palmer the Finance Committee Report be accepted.

A sufficient majority having voted therefore, the report was accepted.

Moved by Crawford supported by Suarez the Public Services Report be accepted.

A sufficient majority having voted therefore, the report was accepted.

Moved by Crawford supported by Palmer the resolution be amended to coincide with the recommendation in the Planning and Building Committee and Finance Committee Reports.

A sufficient majority having voted therefore the amendments carried.

Vote on resolution, as amended:

AYES: Dingelday, Douglas, Galloway, Garfield, Gregory, Law, McPherson, Melton, Middleton, Moffitt, Moss, Obrecht, Palmer, Patterson, Sever, Suarez, Taub, Webster, Amos, Appel, Brian, Buckley, Causey-Mitchell, Coleman, Crawford. (25)

NAYS: None. (0)

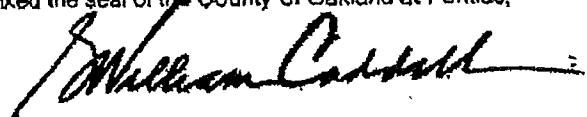
A sufficient majority having voted therefore, the resolution, as amended, was adopted.

I HEREBY APPROVE THE FOREGOING RESOLUTION:  
  
L. Brooks Patterson, County Executive  
5/21/02  
Date

STATE OF MICHIGAN)  
COUNTY OF OAKLAND)

I, G. William Caddell, 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 May 16, 2002, 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 16th day of May, 2002.



G. William Caddell, County Clerk

REPORT (M.R. #02088)

May 2, 2002

BY: FINANCE COMMITTEE, SUE ANN DOUGLAS, CHAIRPERSON

IN RE: BOARD OF COMMISSIONERS - AMEND LAW ENFORCEMENT MEMORIAL TO FALLEN  
HEROES MEMORIAL

TO THE OAKLAND COUNTY BOARD OF COMMISSIONERS

Chairperson, Ladies and Gentlemen:

Pursuant to Rule XII-C of this Board, the Finance Committee, having reviewed the above referenced resolution, reports that because the operation of this fund is outside the County's financial responsibility, the resolution should be amended to remove the second BE IT FURTHER RESOLVED paragraph.

Chairperson, on behalf of the Finance Committee, I move the acceptance of the foregoing report.

FINANCE COMMITTEE

*Sue Ann Douglas*

FINANCE COMMITTEE

Motion carried unanimously on a roll call vote.

May 16, 2002

**REPORT MR #02088**

**BY: PLANNING & BUILDING COMMITTEE, CHARLES E. PALMER,  
CHAIRPERSON**

**RE: BOARD OF COMMISSIONERS - AMEND LAW ENFORCEMENT MEMORIAL  
TO FALLEN HEROES MEMORIAL**

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

The Planning & Building Committee, having reviewed MR #02088 on May 7, 2002,  
recommends the resolution be amended as follows and adopted:


Add an additional BE IT FURTHER RESOLVED paragraph as follows:

*"BE IT FURTHER RESOLVED that the Oakland County Law Enforcement Memorial  
Fund established under Miscellaneous Resolution #01189 be terminated and all funds  
contributed for the purpose of paying for the tribute be deposited in the Michigan Fallen Heroes  
Memorial Fund, which is a 501(c) 3."*

Also in the second BE IT FURTHER RESOLVED paragraph to change the fund name from  
~~Oakland County~~ to "Michigan Fallen Heroes Memorial Fund."

Chairperson, on behalf of the Planning & Building Committee, I move the acceptance of  
the foregoing report.

PLANNING & BUILDING COMMITTEE



Planning & Building Committee Vote:

Motion carried on unanimous roll call vote with Sever absent

**REPORT (MISC. #02088)**

April 18, 2002

BY: Public Services Committee, Hugh D. Crawford, Chairperson

**IN RE: MR #02088 – AMEND LAW ENFORCEMENT MEMORIAL TO FALLEN HEROES MEMORIAL**

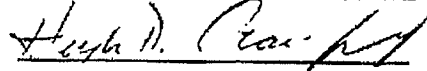
To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

The Public Services Committee, having reviewed Miscellaneous Resolution #02088 on April 9, 2002, reports with a recommendation that the resolution be adopted.

Chairperson, on behalf of the Public Services Committee, I move acceptance of the above-mentioned Resolution with the recommended amendment.

PUBLIC SERVICES COMMITTEE



**Public Services Committee Vote:**

Motion carried unanimously on a roll call vote with Moffitt, Galloway and Coleman absent.

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Miscellaneous Resolution # 02 088

BY: Commissioner Charles E. Palmer, District #16

RE: Board of Commissioners - Amend Law Enforcement Memorial to Fallen Heroes Memorial

TO: Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

**WHEREAS**, the Oakland County Board of Commissioners approved Miscellaneous Resolution #01189, which authorized a Law Enforcement Memorial to pay tribute to the men and women who served honorably in their law enforcement duties of Oakland County; and

**WHEREAS**, the Oakland County Board of Commissioners also authorized the Oakland County Treasurer and the Department of Management and Budget to establish the Oakland County Law Enforcement Memorial Fund for the purpose of paying for this tribute; and

**WHEREAS**, the Oakland County Board of Commissioners authorized the Oakland County Sheriff to act as the designated facilitator to raise the necessary funds for the memorial; and

**WHEREAS**, the Department of Facilities Management - Facilities Engineering Division reported on March 19, 2002, to the Planning and Building Committee that, "the developments of September 11, 2001, have caused the Sheriff to expand the scope of the memorial to include all 'fallen heroes' in the law enforcement and firefighter communities throughout the State of Michigan;" and

**WHEREAS**, the Law Enforcement Memorial is being referred to as the "Fallen Heroes Memorial" and the scope of the project is being expanded beyond the original concept of paying tribute to the law enforcement officers in Oakland County, to now include both law enforcement and fire fighters throughout the State of Michigan.

**NOW THEREFORE BE IT RESOLVED THAT** the Oakland County Board of Commissioners does hereby endorse the concept of amending the Law Enforcement Memorial to the Fallen Heroes Memorial.

**BE IT FURTHER RESOLVED THAT** the Oakland County Board of Commissioners does hereby approved expanding the scope of the project to include paying tribute to both law enforcement and fire fighters throughout the State of Michigan.

**BE IT FURTHER RESOLVED THAT** the Oakland County Board of Commissioners authorizes the Oakland County Treasurer and the Department of Management and Budget to re-name the Oakland County Law Enforcement Memorial Fund to the Fallen Heroes Memorial Fund, for the purpose of paying for this tribute; and



**BE IT FURTHER RESOLVED THAT** the total cost of the Fallen Heroes Memorial, including any construction or renovation costs, will be the responsibility of the Oakland County Fallen Heroes Memorial Fund.

**BE IT FURTHER RESOLVED THAT** the Oakland County Sheriff is authorized to act as the designated facilitator and has agreed to raise the necessary funds for the memorial.

**BE IT FURTHER RESOLVED THAT** the Planning and Building Committee site plan approval will be required prior to construction of the Fallen Heroes Memorial.

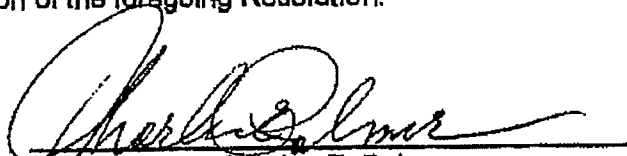
Chairperson, I move the adoption of the foregoing Resolution.

Shelley Jacob  
District #12  
Thomas J. Middleton  
District #4

W. Brian

#10

John Aron #5

  
Commissioner Charles E. Palmer  
District #16

  
DAVID L. MOFFITT DISTRICT 18

FISCAL NOTE (M.R. #02088)

May 2, 2002

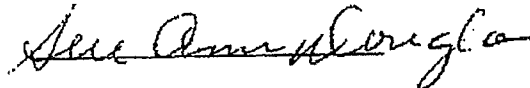
BY: FINANCE COMMITTEE, SUE ANN DOUGLAS, CHAIRPERSON  
IN RE: BOARD OF COMMISSIONERS-AMEND LAW ENFORCEMENT MEMORIAL TO FALLEN HEROES  
MEMORIAL

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 Miscellaneous Resolution and finds the County of Oakland will not be obligated to any financial concerns except for placement of the memorial, and therefore, no budget amendments are required.

FINANCE COMMITTEE



FINANCE COMMITTEE

Motion carried unanimously on a roll call vote with Friedman Appel absent.

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Resolution #02088

March 28, 2002

The Chairperson referred the resolution to the Public Services Committee. There were no objections.

---

Resolution #02088

April 18, 2002

The Chairperson referred the resolution to the Planning and Building and Finance Committees. There were no objections.

Resolution #02088

May 16, 2002

Moved by Crawford supported by Palmer the resolution be adopted.

Moved by Crawford supported by Palmer the the Planning and Building Committee Report be accepted.

A sufficient majority having voted therefore, the report was accepted.

Moved by Crawford supported by Palmer the Finance Committee Report be accepted.

A sufficient majority having voted therefore, the report was accepted.

Moved by Crawford supported by Suarez the Public Services Report be accepted.

A sufficient majority having voted therefore, the report was accepted.

Moved by Crawford supported by Palmer the resolution be amended to coincide with the recommendation in the Planning and Building Committee and Finance Committee Reports.

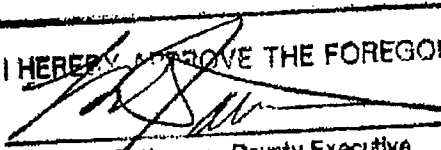
A sufficient majority having voted therefore the amendments carried.

Vote on resolution, as amended:

AYES: Dingeldey, Douglas, Galloway, Garfield, Gregory, Law, McPherson, Melton, Middleton, Moffitt, Moss, Obrecht, Palmer, Patterson, Sever, Suarez, Taub, Webster, Amos, Appel, Brian, Buckley, Causey-Mitchell, Coleman, Crawford. (25)

NAYS: None. (0)


A sufficient majority having voted therefore, the resolution, as amended, was adopted.

I HEREBY APPROVE THE FOREGOING RESOLUTION  
  
L. Brooks Patterson, County Executive  
5/21/02  
Date

STATE OF MICHIGAN)  
COUNTY OF OAKLAND)

I, G. William Caddell, 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 May 16, 2002, 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 16th day of May, 2002.



G. William Caddell, County Clerk

# EXHIBIT 3

## MISC. RESOLUTIONS #12100 and #15250

MISCELLANEOUS RESOLUTION #12100

April 18, 2012

BY: Planning and Building Committee, David Potts, Chairperson

**IN RE: BUILDING AUTHORITY - RESOLUTION AUTHORIZING THE OAKLAND COUNTY BUILDING AUTHORITY TO FINANCE A PROJECT TO MAKE INFRASTRUCTURE CAPITAL IMPROVEMENTS AND INFORMATION TECHNOLOGY CAPITAL IMPROVEMENTS LOCATED IN OAKLAND COUNTY, MICHIGAN**

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"), conceptual documents describing the project to make infrastructure capital improvement and information technology capital improvements located in the County of Oakland (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 June 1, 2012 (the "Lease Contract"), pursuant to which the Authority will renovate, remodel, acquire, construct, furnish and equip the Project 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 of fifteen (15) years; and

WHEREAS, it has been estimated that the period of usefulness of the Project to be not less than fifteen (15) years and that the total cost of renovating, remodeling, acquiring, constructing, furnishing, and equipping the Project (as defined in the Lease Contract) in an amount not to exceed \$19,325,000 which will be provided by the proceeds from the sale of bonds by the Authority pursuant to Act 31; and

WHEREAS, the County proposes to undertake the Project and to request the Authority to incur taxable or tax-exempt debt (the "Reimbursement Obligations") to finance all or a portion of the costs of the Project; and

WHEREAS, the County may make certain expenditures for said Project prior to issuance of the Reimbursement Obligations and may wish to use the proceeds of the Reimbursement Obligations to reimburse all or a portion of said expenditures; and

WHEREAS, it is in the public interest and for the public benefit that the County designates an authorized officer for the purposes of declaring official intent of the County with respect to expenditures; and

WHEREAS, there has been prepared and attached hereto as

**PLANNING & BUILDING COMMITTEE VOTE:**

Motion carried unanimously on a roll call vote with Crawford, Nuccio and Jackson absent.

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 conceptual 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, and the Chairman of the Board of Commissioners and the County Clerk are hereby authorized and directed to execute and deliver the same for and on behalf of the County. Final plans and project description shall be approved by the Planning and Building Committee of the Board of Commissioners before they are attached to the Lease Contract to be executed.

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 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 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.

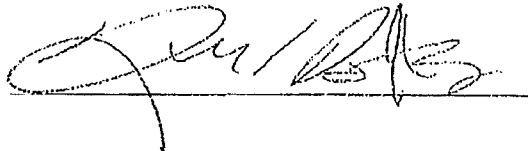
9. The County Executive, if necessary, is authorized to file for approval to issue the bonds from the State of Michigan, Department of Treasury ("Treasury"), to pay the related fee, and to execute and deliver such other documents as may be requested by the Treasury.

10. All activities involved in the planning and construction of this Project under this resolution shall comply with the standing rules of the Board of Commissioners.

BE IT FURTHER RESOLVED that the Chairperson of the Board of Commissioners is authorized fill in the blanks in Exhibit B to Lease Contract and Appendix III - Declaration of Intent prior to executing and filing these documents with the Oakland County Clerk.

Chairperson, on behalf of the Planning and Building Committee, I move the adoption of the foregoing resolution.

PLANNING AND BUILDING COMMITTEE



las.rl-oak240

APPENDIX I  
LEASE CONTRACT

THIS FULL FAITH AND CREDIT GENERAL OBLIGATION LEASE CONTRACT ("Lease") made as of June 1, 2012, 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"),

W I T N E S S E T H:

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 make infrastructure capital improvement and information technology capital improvements located in the County of Oakland, 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 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, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES TO THIS LEASE AS FOLLOWS:

1. Authorization and Issuance of Bonds. 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 \$19,325,000 (the "Bonds"), pursuant to and in accordance with provisions of Act 31, for the purpose of

remodeling, renovating, acquiring, 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 August 1, 2012 or the first day of any later month in 2012 or 2013 and the final maturity may be at any time up to and including December 1, 2040 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 8% 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.

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 8% per annum) actually borne by the Bonds.

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.

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.

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 equipped for less than \$19,325,000, 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. As soon as practicable after the Bonds have been sold, the County shall transfer title to the real property upon which the Projects will occur or will be located to the Authority, and the Authority shall commence the Project. 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. No major changes in such plans shall be made without the written approval first by the County and then by the Authority.

3. Increased Project Costs. In the event that it shall appear, upon determining the costs for the construction of the Project and after issuance of the Bonds, that the Project cannot be completed at the estimated cost, the Authority shall immediately so 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 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. 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) 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 fifteen (15) years from the effective date of the Lease 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. 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) The County shall, upon the terms and conditions set forth in this Lease, acquire and convey to the Authority all lands, buildings, tenements, hereditaments, easements and rights-of-way necessary to enable the Authority to complete the Project in accordance with the plans.

(c) The Authority acknowledges that the County has numerous long-term leases with public and private third-parties involving the real property described in Exhibit A, including but not limited to the following entities, the Road Commission for Oakland County, Easter Seals, Boy Scouts, the Oakland County Credit Union, the Oakland County Bar Association, the Oakland County Medical Control Authority, the United States Army Reserve, and Ameritech. This Lease shall in no way effect the leases currently in effect between the County and third-parties. The County may sublease or license portions of the real property described in Exhibit A to third parties without the approval of the Authority.

7. Cash Rental; Pledge of Full Faith and Credit. 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.

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. 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.

14. 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.

15. 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.

16. 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.

17. Appurtenant Facilities. The site 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.

18. 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.

19. 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, 2013, 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.

20. 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.



21. 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.

22. 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.

23. 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  
OF AUTHORITY OFFICERS:

OAKLAND COUNTY BUILDING AUTHORITY

\_\_\_\_\_

By: \_\_\_\_\_  
Chairperson of its Commission

\_\_\_\_\_

By: \_\_\_\_\_  
Secretary of its Commission

WITNESSES TO SIGNATURES  
OF COUNTY OFFICERS:

COUNTY OF OAKLAND

\_\_\_\_\_

By: \_\_\_\_\_  
Chairperson, Board of Commissioners

\_\_\_\_\_

By: \_\_\_\_\_  
County Clerk

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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  
Axe & Ecklund, P.C.  
21 Kercheval, Suite 360  
Grosse Pointe Farms, Michigan 48236

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EXHIBIT A to LEASE CONTRACT

The Project consists of the following listed and described infrastructure capital improvements and information technology capital improvements. Such Projects will occur on the real property described in this Exhibit, which shall be conveyed to the Authority.

I. CAPITAL PROJECTS FOR INFRASTRUCTURE

- A. **Steam tunnel repairs and renovation** - The County has a series of steam tunnels running underground in the County service center complex that are in need of repair. The tunnels provide a means of transmitting steam and other connections between facilities. The steam tunnels to be repaired are located on the County service center complex in Pontiac and Waterford Township.
- B. **Parking lot repaving program** - Annually, parking lots are repaired and / or replaced located on property owned by the County. This projected parking lot cost repair and replacement covers the period from FY-2012 through FY-2015. Any County-owned parking lots may be repaired.
- C. **Service center complex road repair** - Annually, the County repairs its roads located on the County service center complex. The projected road repair cost covers the period from FY-2012 through FY-2015. The roads to be repaired are located on the County service center complex in Pontiac and Waterford Township.
- D. **Water main replacement** - The water main located on the County service center complex, which runs along County Center Drive in Pontiac and Waterford Township, will be replaced and repaired.
- E. **Chiller replacement** - The chiller (air conditioning unit) for Building 49 West located on the County service center complex will be replaced.
- F. **Radio Shop Renovations / Repairs** - The radio shop located on the County service center complex, in Building 16 East, maybe be renovated and repaired including but not be limited to: an addition to the existing facility, replacement of the HVAC system, renovation of plumbing and related facilities, furniture and other capital projects within the Radio Shop facility.

- G. **Roofing repairs and maintenance** - Roofing repairs are conducted on an annual basis as funds are available. The roof repairs contemplated are located generally on the County service center complex in Pontiac and Waterford Township, but also include the Oakland Pointe Office Building in Pontiac or any other County-owned buildings.

II. **CAPITAL PROJECTS FOR INFORMATION TECHNOLOGY**

- A. **Acquisition of equipment and related costs** - The following equipment acquisitions and related costs have been targeted for the period FY-2012 through FY-2016:
- 1) Wide area and local area network equipment.
  - 2) Video conferencing equipment - central servers and related replacement of software.
  - 3) Desktop computers, laptop computers, monitors, tablets and related equipment for period FY-2012 to FY-2016.
  - 4) Central server replacement.
  - 5) EMC: NS-480 and NS-120.
  - 6) PBX (telephone switch).
  - 7) Mainframe tape drive replacement.
  - 8) Other equipment purchases.
- B. **Software creation, acquisition and / or related implementation** - The following software creation and related implementation costs have been targeted for the period FY-2012 through FY-2016:
- 1) Video conferencing replacement of existing software (reimburse the Information Technology Fund for internal costs incurred in the re-write of the existing software.)
  - 2) EMC software.

III. **LEGAL DESCRIPTIONS**

- A. **Parcel I.D. Number: 13-24-126-019** - Property Description - Public Works, Armory, Pt. Children's Village (Waterford Township):

T3N, R9E, SEC 24 PART OF NW 1/4 BEG AT N 1/4 COR, TH S 02-42-40 E 1131.37 FT, TH S 42-24-25 W 1189.70 FT, TH N 47-36-

- 02 W 963.28 FT, TH N 42-24-25 E 932.29 FT, TH N 52-43-05 W  
399.18 FT, TH N 02-28-31 W 376.72 FT, TH N 87-25-20 E  
1166.50 FT TO BEG 44.46 A 7-29-11 FR 008 & 009
- B. Parcel I.D. Number: 13-24-251-001 - Property Description -  
Road Commission, Pt. Children's Village (Waterford  
Township):
- T3N, R9E, SEC 24 THAT PART OF NE 1/4 LYING W OF TELEGRAPH RD  
62 A W502
- C. Parcel I.D. Number: 13-24-426-001 - Property Description -  
EOB, Farmers Market, Information Technology, Boy Scouts,  
Easter Seals, Credit Union (Waterford Township):
- T3N, R9E, SEC 24 THAT PART OF SE 1/4 LYING NLY OF CEN LINE  
OF PONTIAC LAKE RD & W OF TELEGRAPH RD, EXC SE PART TAKEN  
FOR PONTIAC LAKE RD-TELEGRAPH RD CONNECTION 36 A W525A
- D. Parcel I.D. Number: 13-24-227-001 - Property Description -  
Health Dept., PT. Courthouse, North Office Bldg., Medical  
Examiner, Sheriff Administration (City of Pontiac):
- T3N, R9E, SEC 24 THAT PART OF E 1/2 OF SEC LYING NLY OF  
TELEGRAPH RD & SLY OF SLY RW LINE OF GTWRR 85 A
- E. Parcel I.D. Number: 14-18-352-006 - Property Description -  
Impound Lot, Sewer Dump Station (City of Pontiac):
- T3N, R10E, SEC 18 & 19 PART OF SW 1/4 OF SEC 18 & PART OF NW  
1/4 OF SEC 19 BEG AT NW COR OF SEC 19, TH S 01-50-30 E  
389.12 FT, TH N 87-33-30 E 606.90 FT, TH N 46-29-40 W 520.32  
FT, TH N 43-30-20 E 119 FT, TH N 46-29-40 W 125 FT, TH N 43-  
30-20 E 300 FT, TH N 46-29-40 W ALG SWLY LINE OF OAKLAND AVE  
TO W LINE OF SEC 18, TH SLY ALG SD SEC LINE TO BEG EXC W 30  
FT IN WEST RD 7.97 A
- F. Parcel I.D. Number: 14-18-352-007 - Property Description -  
Materials Management, Sewer Dump Station (City of Pontiac):
- T3N, R10E, SEC 18 & 19 PART OF SW 1/4 OF SEC 18 & PART OF NW  
1/4 OF SEC 19 BEG AT PT DIST S 0150-30 E 389.12 FT & N 87-  
33-30 E 606.90 FT FROM NW COR OF SEC 19, TH N 46-29-40 W  
520.32 FT, TH N 4330-20 E 119 FT, TH N 46-29-40 W 125 FT, TH  
N 43-30-20 E 300 FT, TH S 46-29-40 E 650 FT ALG SWLY LINE OF  
OAKLAND AVE TO NWLY R/W LINE OF GTRR, TH SWLY 414.17 FT ALG  
SD LI, TH S 87-33-30 W 6.73 FT TO BEG 5.91 A

- G. Parcel I.D. Number: 14-19-151-001 - Property Description -  
Pt. Courthouse, Central Garage, Jail, Power House (City of  
Pontiac):

T3N, R10E, SEC 19 PART OF NW 1/4 BOUNDED ON S BY E & W 1/4  
LINE, ON W BY W SEC LINE & ON NE BY GTRR R/W 35.0 A

- H. Parcel I.D. Number: 14-30-251-001 - Property Description -  
Oakland Pte. East (City of Pontiac):

T3N, R10E, SEC 30 PART OF NW 1/4 BEG AT PT DIST S 89-15-33 E  
50 FT & S 00-13-24 E 1200 FT & S 89-15-33 E 1800 FT & S 00-  
13-24 E 475 FT & S 89-15-33 E 167.40 FT FROM SW COR OF SEC  
19, TH S 89-15-33 E 295.13 FT, TH S 00-13-24 E 269.23 FT, TH  
S 45-13-24 E 69.17 FT, TH S 00-13-24 E 331.40 FT, TH S 88-  
15-41 W 344.12 FT, TH N 00-13-24 W 663.61 FT TO BEG 4.85 A  
2/9/89 FR 14-19-351-007

- I. Parcel I.D. Number: 14-30-251-002 - Property Description -  
Oakland Pte. West (City of Pontiac):

T3N, R10E, SEC 30 PART OF NW 1/4 BEG AT PT DIST S 89-15-33 E  
50 FT & S 00-13-24 E 1200 FT & S 89-15-33 E 1800 FT & S 00-  
13-24 E 475 FT & S 89-15-33 E 462.53 FT FROM SW COR OF SEC  
19, TH S 89-15-33 E 344.87 FT, TH S 00-44-27 W 637.22 FT, TH  
S 88-41-41 W 123.06 FT, TH S 88-15-41 W 162.21 FT, TH N 00-  
13-24 W 331.40 FT, TH N 45-13-24 W 69.17 FT, TH N 00-13-24 W  
269.23 FT TO BEG 4.62 A 9/7/89 FR 14-19-351008

- J. Parcel I.D. Number: 20-32-226-010 - Property Description -  
S. Oakland Bldg. (City of Troy):

T2N, R11E, SEC 32 OAKWOOD INDUSTRIAL PARK LOT 7

- K. Parcel I.D. Number: 24-13-426-004 - Property Description -  
South Oakland Health (City of Southfield):

T1N, R10E, SEC 13 OAKLAND GARDENS SUB PART OF LOT 23, ALSO  
ALL OF LOTS 24 TO 43 INCL, ALSO PART OF LOTS 44 TO 60 INCL,  
ALSO PART OF LOT 211, ALSO ALL OF LOTS 212 TO 218 INCL, ALSO  
PART OF LOT 219, ALSO ALL OF LOTS 309 TO 312 INCL, ALSO PART  
OF LOTS 313 TO 316 INCL, ALSO ALL VAC STREETS & ALLEYS LOC  
WITHIN THE FOL DESC PCL BEG AT PT DIST N 01-03-00 W 488.78  
FT & S 88-13-00 W 7 FT FROM SE COR OF LOT 84 OF SD 'PLAT',  
TH S 88-13-00 W 658.44 FT, TH N 01-03-00 W 330.04 FT, TH N  
88-13-00 E 658.44 FT, TH S 01-03-00 E 330.04 FT TO BEG 3-10-  
09 FR 001



IV. PRELIMINARY PROJECT COST ESTIMATE:

All Project Costs including Financing Costs, Bond Discount and Contingency	\$19,325,000.00
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EXHIBIT B  
to  
LEASE CONTRACT

OAKLAND BUILDING AUTHORITY PROJECT  
SCHEDULE OF PRINCIPAL AND INTEREST

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DUE

AMOUNT

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 to be located at: 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 \$19,325,000, 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 8% 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 LEASE CONTRACT**

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02 W 963.28 FT, TH N 42-24-25 E 932.29 FT, TH N 52-43-05 W  
399.18 FT, TH N 02-28-31 W 376.72 FT, TH N 87-25-20 E  
1166.50 FT TO BEG 44.46 A 7-29-11 FR 008 & 009

- B. Parcel I.D. Number: 13-24-251-001 - Property Description -  
Road Commission, Pt. Children's Village (Waterford  
Township):

T3N, R9E, SEC 24 THAT PART OF NE 1/4 LYING W OF TELEGRAPH RD  
62 A W502

- C. Parcel I.D. Number: 13-24-426-001 - Property Description -  
EOB, Farmers Market, Information Technology, Boy Scouts,  
Easter Seals, Credit Union (Waterford Township):

T3N, R9E, SEC 24 THAT PART OF SE 1/4 LYING NLY OF CEN LINE  
OF PONTIAC LAKE RD & W OF TELEGRAPH RD, EXC SE PART TAKEN  
FOR PONTIAC LAKE RD-TELEGRAPH RD CONNECTION 36 A W525A

- D. Parcel I.D. Number: 13-24-227-001 - Property Description -  
Health Dept., PT. Courthouse, North Office Bldg., Medical  
Examiner, Sheriff Administration (City of Pontiac):

T3N, R9E, SEC 24 THAT PART OF E 1/2 OF SEC LYING NLY OF  
TELEGRAPH RD & SLY OF SLY RW LINE OF GTWRR 85 A

- E. Parcel I.D. Number: 14-18-352-006 - Property Description -  
Impound Lot, Sewer Dump Station (City of Pontiac):

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1/4 OF SEC 19 BEG AT NW COR OF SEC 19, TH S 01-50-30 E  
389.12 FT, TH N 87-33-30 E 606.90 FT, TH N 46-29-40 W 520.32  
FT, TH N 43-30-20 E 119 FT, TH N 46-29-40 W 125 FT, TH N 43-  
30-20 E 300 FT, TH N 46-29-40 W ALG SWLY LINE OF OAKLAND AVE  
TO W LINE OF SEC 18, TH SLY ALG SD SEC LINE TO BEG EXC W 30  
FT IN WEST RD 7.97 A

- F. Parcel I.D. Number: 14-18-352-007 - Property Description -  
Materials Management, Sewer Dump Station (City of Pontiac):

T3N, R10E, SEC 18 & 19 PART OF SW 1/4 OF SEC 18 & PART OF NW  
1/4 OF SEC 19 BEG AT PT DIST S 0150-30 E 389.12 FT & N 87-  
33-30 E 606.90 FT FROM NW COR OF SEC 19, TH N 46-29-40 W  
520.32 FT, TH N 43-30-20 E 119 FT, TH N 46-29-40 W 125 FT, TH  
N 43-30-20 E 300 FT, TH S 46-29-40 E 650 FT ALG SWLY LINE OF  
OAKLAND AVE TO NWLY R/W LINE OF GTRR, TH SWLY 414.17 FT ALG  
SD LI, TH S 87-33-30 W 6.73 FT TO BEG 5.91 A

- G. Parcel I.D. Number: 14-19-151-001 - Property Description -  
Pt. Courthouse, Central Garage, Jail, Power House (City of  
Pontiac):

T3N, R10E, SEC 19 PART OF NW 1/4 BOUNDED ON S BY E & W 1/4  
LINE, ON W BY W SEC LINE & ON NE BY GTRR R/W 35.0 A

- H. Parcel I.D. Number: 14-30-251-001 - Property Description -  
Oakland Pte. East (City of Pontiac):

T3N, R10E, SEC 30 PART OF NW 1/4 BEG AT PT DIST S 89-15-33 E  
50 FT & S 00-13-24 E 1200 FT & S 89-15-33 E 1800 FT & S 00-  
13-24 E 475 FT & S 89-15-33 E 167.40 FT FROM SW COR OF SEC  
19, TH S 89-15-33 E 295.13 FT, TH S 00-13-24 E 269.23 FT, TH  
S 45-13-24 E 69.17 FT, TH S 00-13-24 E 331.40 FT, TH S 88-  
15-41 W 344.12 FT, TH N 00-13-24 W 663.61 FT TO BEG 4.85 A  
2/9/89 FR 14-19-351-007

- I. Parcel I.D. Number: 14-30-251-002 - Property Description -  
Oakland Pte. West (City of Pontiac):

T3N, R10E, SEC 30 PART OF NW 1/4 BEG AT PT DIST S 89-15-33 E  
50 FT & S 00-13-24 E 1200 FT & S 89-15-33 E 1800 FT & S 00-  
13-24 E 475 FT & S 89-15-33 E 462.53 FT FROM SW COR OF SEC  
19, TH S 89-15-33 E 344.87 FT, TH S 00-44-27 W 637.22 FT, TH  
S 88-41-41 W 123.06 FT, TH S 88-15-41 W 162.21 FT, TH N 00-  
13-24 W 331.40 FT, TH N 45-13-24 W 69.17 FT, TH N 00-13-24 W  
269.23 FT TO BEG 4.62 A 9/7/89 FR 14-19-351008

- J. Parcel I.D. Number: 20-32-226-010 - Property Description -  
S. Oakland Bldg. (City of Troy):

T2N, R11E, SEC 32 OAKWOOD INDUSTRIAL PARK LOT 7

- K. Parcel I.D. Number: 24-13-426-004 - Property Description -  
South Oakland Health (City of Southfield):

T1N, R10E, SEC 13 OAKLAND GARDENS SUB PART OF LOT 23, ALSO  
ALL OF LOTS 24 TO 43 INCL, ALSO PART OF LOTS 44 TO 60 INCL,  
ALSO PART OF LOT 211, ALSO ALL OF LOTS 212 TO 218 INCL, ALSO  
PART OF LOT 219, ALSO ALL OF LOTS 309 TO 312 INCL, ALSO PART  
OF LOTS 313 TO 316 INCL, ALSO ALL VAC STREETS & ALLEYS LOC  
WITHIN THE FOL DESC PCL BEG AT PT DIST N 01-03-00 W 488.78  
FT & S 88-13-00 W 7 FT FROM SE COR OF LOT 84 OF SD 'PLAT',  
TH S 88-13-00 W 658.44 FT, TH N 01-03-00 W 330.04 FT, TH N  
88-13-00 E 658.44 FT, TH S 01-03-00 E 330.04 FT TO BEG 3-10-  
09 FR 001



IV. PRELIMINARY PROJECT COST ESTIMATE:

All Project Costs including Financing Costs, Bond Discount and Contingency	\$19,325,000.00
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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 \_\_\_\_\_

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Resolution #12100

April 18, 2012

The Chairperson referred the resolution to the Finance Committee. There were no objections.

May 2, 2012

FISCAL NOTE (MISC. #12100)

BY: FINANCE COMMITTEE, TOM MIDDLETON, CHAIRPERSON

IN RE: BUILDING AUTHORITY - RESOLUTION AUTHORIZING THE OAKLAND COUNTY BUILDING AUTHORITY TO FINANCE A PROJECT TO MAKE INFRASTRUCTURE CAPITAL IMPROVEMENTS AND INFORMATION TECHNOLOGY CAPITAL IMPROVEMENTS LOCATED IN OAKLAND COUNTY, MICHIGAN

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 Miscellaneous Resolution and finds:

1. The resolution authorizes the Board of Commissioners to pledge the full faith and credit of the County of Oakland for the payment of principal and interest on Building Authority bonds for the purpose of infrastructure capital improvements and information technology capital improvements as well as authorizes a lease contract between the County of Oakland and the Oakland County Building Authority.
2. One or more series of bonds in the aggregate principal amount not to exceed \$19,325,000 may be issued at an interest rate not to exceed 8% per annum.
3. The statutory limit for County debt is \$5,245,346,034 (10% of current State Equalized Value). As of April 6, 2012, the total outstanding County pledged credit is \$259,290,773 or approximately .49% of the S.E.V.
4. Funding for the principal and interest payments by the County will be provided by the Oakland County General Fund; the annual debt service amounts will be included in the County Executive's FY 2013 -- FY 2015 budget recommendation.
5. No budget amendment is required at this time.

FINANCE COMMITTEE

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FINANCE COMMITTEE

Motion carried unanimously on a roll call vote.

Resolution #12100

May 2, 2012

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

AYES: Dwyer, Gershenson, Gingell, Gosselin, Hatchett, Hoffman, Jackson, Long, Matis, McGillivray, Middleton, Nash, Nuccio, Potts, Quarles, River, Runestad, Scott, Taub, Weipert, Woodward, Zack, Bosnic, Covey. (24)  
NAYS: None. (0)

A sufficient majority having voted in favor, the resolutions (with fiscal notes attached) on the Consent Agenda be adopted (with accompanying report accepted).



I HEREBY APPROVE THE FOREGOING RESOLUTION

ACTING PURSUANT TO 1973 PA 139

STATE OF MICHIGAN)  
COUNTY OF OAKLAND)

I, Bill Bullard Jr., 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 May 2, 2012, 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 2<sup>nd</sup> day of May, 2012.

*Bill Bullard Jr.*

Bill Bullard Jr., Oakland County

**MISCELLANEOUS RESOLUTION #15250**

October 7, 2015

BY: Planning and Building Committee, Philip Weipert, Chairperson

**IN RE: DEPARTMENT OF FACILITIES MANAGEMENT – RESOLUTION AUTHORIZING THE LEASE CONTRACT WITH THE OAKLAND COUNTY BUILDING AUTHORITY TO FINANCE A NEW ANIMAL SHELTER LOCATED IN OAKLAND COUNTY, MICHIGAN**

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"), conceptual documents describing the project to finance a new animal shelter located in the County of Oakland (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 October 1, 2015 (the "Lease Contract"), pursuant to which the Authority will construct, furnish and equip the Project 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 35 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 \$15,450,000 which will be provided by the proceeds from the sale of bonds by the Authority pursuant to Act 31.

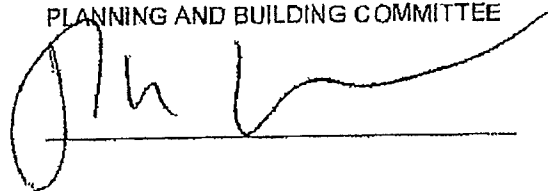
NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OAKLAND, MICHIGAN, as follows.

1. The conceptual 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 and the Chairperson of the of the Board of Commissioners and the County Clerk are hereby authorized and directed to execute and deliver the same for and on behalf of the County. Final plans and project description shall be approved by the Planning and Building Committee of the Board of Commissioners before they are attached to the Lease Contract to be executed.
3. The County Executive, if necessary, is authorized to file for approval to issue the bonds from the State of Michigan, Department of Treasury ("Treasury"), to pay the related fee, and to execute and deliver such other documents as may be requested by the Treasury.
4. All activities involved in the planning and construction of this Project under this resolution shall comply with the standing rules of the Board of Commissioners.

BE IT FURTHER RESOLVED that the Chairperson of the Board of Commissioners is authorized fill in the blanks in Exhibit B to Lease Contract prior to executing and filing this document with the Oakland County Clerk.

Chairperson, on behalf of the Planning and Building Committee, I move the adoption of the foregoing resolution.

PLANNING AND BUILDING COMMITTEE



PLANNING AND BUILDING COMMITTEE VOTE:  
Motion carried unanimously on a roll call vote.



APPENDIX I  
LEASE CONTRACT

THIS FULL FAITH AND CREDIT GENERAL OBLIGATION LEASE CONTRACT ("Lease") made as of October 1, 2015, 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 a new animal control facility located in the County of Oakland, 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 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, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES TO THIS LEASE AS FOLLOWS:

1. Authorization and Issuance of Bonds. 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 \$15,450,000 (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 November 1, 2015 or the first day of any later month in 2015 or 2016 and the final maturity may be at any time up to and including December 1, 2040 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 6% 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.

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 6% per annum) actually borne by the Bonds.

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.

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 an 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.

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 \$15,450,000, 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 Authority owns the real property upon which the project will be constructed, specifically, Parcel I.D. Number: 13-24-227-001. The real property is already leased to the County. The Authority shall construct, furnish, and equip the Project, which shall be leased 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. No major changes in such plans shall be made without the written approval first by the County and then by the Authority.

3. Increased Project Costs. In the event that it shall appear, upon determining the costs for the 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. 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) 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, 2040, 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) The County shall, upon the terms and conditions set forth in this Lease, acquire and convey to the Authority all lands, buildings, tenements, hereditaments, easements and rights-of-way necessary to enable the Authority to complete the Project in accordance with the plans.

7. Cash Rental; Pledge of Full Faith and Credit. 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.

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. 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.

14. 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.

15. 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.

16. 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.

17. Appurtenant Facilities. The site 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.

18. 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.

19. 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, 2018, 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.

20. 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.

21. 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.

22. 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.

23. 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

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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  
Axe & Ecklund, P.C.  
21 Kercheval, Suite 360  
Grosse Pointe Farms, Michigan 48236

las.r1-oak278





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 to be located at: 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 \$15,450,000, 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 6% 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**

**PROJECT DESCRIPTION**

The project will consist of a 30,500 sq. ft. facility designed to accommodate cats and dogs in a new Animal Control Facility to be located next to the Sheriff's Administration building on the main Oakland County campus in Pontiac, Michigan.

**Projected Cost Summary for a New Animal Shelter:**

**Total Project Construction Cost:**

- Site work, electrical connection, 500 KW generator, other misc., and building construction cost;
- Construction management fees, testing, permits, other;
- Architect/Engineering fees, other owner's costs, phone, data, security;
- Furnishings/fixtures/equipment, other - misc., and Contingency : \$15,200,000

**Financing Costs Including  
Bond Discount and Contingency: \$ 250,000**

**Total Estimated Bond Issue Size: \$15,450,000**

Lisa Brown  
Oakland County Clerk

DATED: [Date of Publication]

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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 \_\_\_\_\_

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October 22, 2015

FISCAL NOTE (MISC. #15250)

BY: Finance Committee, Thomas Middleton, Chairperson

IN RE: DEPARTMENT OF FACILITIES MANAGEMENT – RESOLUTION AUTHORIZING THE LEASE CONTRACT WITH THE OAKLAND COUNTY BUILDING AUTHORITY TO FINANCE A NEW ANIMAL SHELTER LOCATED IN OAKLAND COUNTY, MICHIGAN

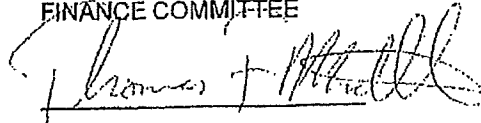
To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

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

1. The resolution authorizes the lease between the County of Oakland and the Oakland County Building Authority for the purpose of constructing, furnishing, and equipping a new animal shelter for an amount not to exceed \$15,450,000.
2. The term of the lease is not to exceed fifty (50) years from the effective date of the lease or ending the date the Bonds are retired, whichever occurs first.
3. The blanks contained in the lease and its exhibits shall be completed by the Chairperson of the Board of Commissioners after the bonds are sold which includes inserting the debt retirement schedule for the bonds.
4. As stated in the fiscal note of Miscellaneous Resolution #15221, funding for the principal and interest payments by the County will be provided from the Oakland County General Fund for the first seven years and payments for the subsequent years will be provided from the Delinquent Tax Revolving Fund.
5. No budget amendment is required.

FINANCE COMMITTEE



FINANCE COMMITTEE VOTE:

Motion carried unanimously on a roll call vote with Woodward voting no and Kowall and Quarles absent.

Resolution #15250

October 7, 2015

The Chairperson referred the resolution to the Finance Committee. There were no objections.

Moved by Weipert supported by Hoffman the resolution be adopted.

Moved by Woodward supported by McGillivray the resolution be amended as follows:

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

1. The conceptual 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 and the Chairperson of the of the Board of Commissioners and the County Clerk are hereby authorized and directed to execute and deliver the same for and on behalf of the County. Final plans and project description shall be approved by the Planning and Building Committee and the Board of Commissioners before they are attached to the Lease Contract to be executed.
3. Prior to submission of final plans and project description, a thorough analysis shall be presented to the Board of Commissioners regarding the incremental costs and long term return on investment that would result from designing and constructing a facility that would achieve a Leadership in Energy & Environmental Design (LEED) Silver or Gold rating.
4. Construction of the project shall not commence prior to until final plans and the project description is approved by the Planning and Building Committee and the Board of Commissioners.
53. The County Executive, if necessary, is authorized to file for approval to issue the bonds from the State of Michigan, Department of Treasury ("Treasury"), to pay the related fee; and to execute and deliver such other documents as may be requested by the Treasury.
54. All activities involved in the planning and construction of this Project under this resolution shall comply with the standing rules of the Board of Commissioners.

Discussion Followed.

Vote on amendment:

AYES: McGillivray, Quarles, Woodward, Zack, Bowman, Dwyer. (6)

NAYS: Fleming, Gingell, Gosselin, Hoffman, Kowall, Long, Matts, Middleton, Scott, Spisz, Taub, Weipert, Crawford. (13)

A sufficient majority having not voted in favor, the amendment failed.


Vote on resolution:

AYES: Gingell, Gosselin, Hoffman, Kowall, Long, Matts, McGillivray, Middleton, Quarles, Scott, Spisz, Taub, Weipert, Zack, Bowman, Crawford, Dwyer, Fleming. (18)

NAYS: Woodward. (1)

A sufficient majority having voted in favor, the resolution was adopted.





10/23/15

GERALD D. POISSON  
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 October 22, 2015, 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 22nd day of October 2015.



Lisa Brown, Oakland County

EXHIBIT 4

LETTER FROM  
BOND  
COUNSEL

# CLARK HILL

---

John R. Axe  
T 313.309.9452  
F 313.309.6946  
Email: [jaxe@clarkhill.com](mailto:jaxe@clarkhill.com)

Clark Hill PLC  
500 Woodward Ave  
Ste 3500  
T 313.965.8300  
F 313.965.8252  
[clarkhill.com](http://clarkhill.com)

September 3, 2019

By E-mail: [halljs@oakgov.com](mailto:halljs@oakgov.com)

Ms. Jody Hall, Esq.  
Assistant Corporation Counsel  
1200 N Telegraph Rd, Dept 419  
Pontiac, Michigan 48341-1032

**Re: Oakland County Building Authority; Easement for Michigan Fallen Heroes Memorial**

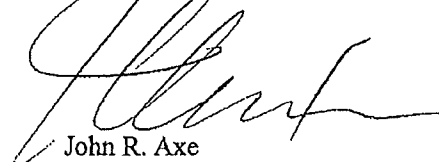
Dear Ms. Hall:

We understand that the County is requesting that the Oakland County Building Authority grant an easement to permit the Michigan Fallen Heroes, a Michigan non-profit corporation, to locate two memorials/monuments (one that is currently existing and a second one to be constructed) on property owned by the Authority. Based on the review of the information provided, it is our understanding that the location of the memorials/monuments will not affect the improvements associated with the outstanding bonds. Accordingly, it is our opinion, as Bond Counsel for the Building Authority, the granting of the easement will not affect the outstanding bonds.

If you have any questions or require further information, please feel free to contact me or Mr. Colaianne.

Sincerely,

CLARK HILL PLC



John R. Axe  
Senior Counsel

Cc: Joseph W. Colaianne

222196528.3 22632/388869

BA

FYI

Oakland County Register of Deeds  
1200 N. Telegraph Rd., Dept. 480  
Pontiac, MI 48341



Invoice No.

**INVOICE**

**Customer**

Name O.C. CORPORATION COUNSEL - FACILITIES  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State MI ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_

**Misc**

Date 8/7/2019  
 Acct. No. \_\_\_\_\_  
 Due Date \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	DEED	\$ 26.00	\$ 26.00
1	RMT Fund <u>10100</u> Dept <u>1040801</u> Program <u>140020</u> Account <u>731458</u> Oper Unit _____ Project # _____ Source Type _____ Category _____	\$ 4.00	\$ 4.00
			<b>Total</b> \$ 30.00

*Covenant Deed for Lyon Oaks*      *Paid JE# 318691 8/29/2019*

**Comments**

Billing for month of: JULY 2019

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>TOTAL</b>	\$ 30.00
--------------	----------

**Office Use Only**

\_\_\_\_\_  
 \_\_\_\_\_

*If you have any questions concerning this invoice, contact  
 Linda Navarre 248-858-0600*

OAKLAND COUNTY DEEDS REGISTER  
This is to certify that the foregoing is a true and correct copy of the original as recorded in the public records of this County. No representation is made as to the validity of any liens, tax liens or other claims to any other records.

JUL 11 2019

110523  
LIBER 53015 PAGE 122  
\$26.00 DEED - COMBINED  
\$4.00 RENDUHEENTATION  
07/11/2019 11:50:56 A.M. RECEIPT# 75758  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

5.00

ANDREW E. WEISNER, County Treasurer  
Sec. 135, Act 206, 1893 as amended

001770

COVENANT DEED

KNOW ALL PERSONS BY THESE PRESENTS that on July 10, 2019 for one dollar (\$1.00) valuable monetary consideration, the receipt and sufficiency of which are hereby acknowledged, the Oakland County Building Authority, One Public Works Drive, Waterford, Michigan 48328 (the "Authority") grants and conveys to the County of Oakland, 1200 North Telegraph, Pontiac, Michigan 48341 all of the County's right, title and interest in and to the land located in the County of Oakland, State of Michigan, described on EXHIBIT A attached and incorporated herein, together with all the hereditaments and appurtenances thereunto belonging or in anyway pertaining thereto ("Land").

The Authority will <sup>with</sup> warrant and defend the same against all lawful claims or demands whatsoever arising out of acts of the Authority.

This instrument is executed and delivered pursuant to the Full Faith and Credit General Obligation Lease Contract made October 1, 1998 by and between the Authority and the County. The Bonds issued pursuant to the October 1, 1998 Lease Contract have been paid off; therefore, the Authority is obligated to convey the Land to the County.

This conveyance is exempt from the payment of transfer taxes, as provided in MCL 207.505(a) and(h) and MCL 207.526(a) and (h)(i).

IN WITNESS WHEREOF, the County has caused this instrument to be executed as of the date first above written.

By Eric Dean McPherson  
Eric McPherson, Chair  
Oakland County Building Authority

By Donald Snider  
Donald Snider, Secretary  
Oakland County Building Authority

2019 JUL 11 AM 11:41

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STATE OF MICHIGAN )  
                                  )ss  
COUNTY OF OAKLAND)

On July 10, 2019, before me, personally appeared Eric P. Pherson,  
Chairperson of the Oakland County Building Authority and Donald Snider,  
Secretary of the Oakland County Building Authority, to me personally known, who being by me  
duly sworn, each did say that they are, respectively, the Chairperson and the Secretary of the  
Oakland County Building Authority, Michigan and that the foregoing Deed was signed and sealed  
by them on behalf of the Authority by its Board.

Nan S. Chenoweth  
\_\_\_\_\_  
Nan S. Chenoweth, Notary Public  
Oakland County, Michigan  
My Commission expires: 7/11/2025  
Acting in Oakland County

NAN S. CHENOWETH  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES JUL 11, 2025  
ACTING IN COUNTY OF Oakland

Drafted by and when recorded return to:

Jody S. Hall, Assistant Corporation Counsel  
Oakland County Corporation Counsel  
1200 North Telegraph Road  
Pontiac, MI 48341

**EXHIBIT A**

GRANTOR: Oakland County Building Authority  
GRANTEE: County of Oakland, Michigan

**LEGAL DESCRIPTION**

Land in the County of Oakland, State of Michigan, described as follows:

A PARCEL OF LAND BEING PART OF SECTION 1 AND SECTION 12, T1N, R7E, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN AND PART OF THE WEST ½ OF FRACTIONAL SECTION 6, T1N, R8E, CITY OF WIXOM, OAKLAND COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF SAID SECTION 1, T1N, R7E; THENCE NORTH 86°38'18" EAST 2647.72 FEET TO THE N ¼ CORNER OF SAID SECTION 1, T1N, R7E; THENCE NORTH 86°43'31" EAST 1116.16 FEET ALONG THE NORTH LINE OF SAID SECTION 1, T1N, R7E; THENCE SOUTH 00°38'00" EAST 1354.20 FEET; THENCE NORTH 88°03'00" EAST 454.50 FEET; THENCE NORTH 01°20'37" WEST 1364.04 FEET TO THE NORTH LINE OF SAID SECTION 1, T1N, R7E, THENCE NORTH 86°43'31" EAST 1074.81 FEET TO THE NE CORNER OF SAID SECTION 1, T1N, R7E, ALSO BEING THE NW CORNER OF SECTION 6, T1N, R8E; THENCE SOUTH 03°07'22" EAST 1973.73 FEET ALONG THE WEST LINE OF SAID SECTION 6, T1N, R8E; THENCE NORTH 85°45'29" EAST 981.07 FEET; THENCE SOUTH 03°07'19" EAST 1119.79 FEET; THENCE NORTH 86°56'27" EAST 1278.49 FEET; THENCE NORTH 19°55'37" EAST 715.83 FEET TO THE N-S ¼ LINE OF SAID SECTION 6, T1N, R8E; THENCE SOUTH 03°38'34" EAST 931.58 FEET TO THE CENTER POST OF SAID SECTION 6, T1N, R8E; THENCE SOUTH 03°40'02" EAST OF 2648.34 FEET TO THE S ¼ CORNER OF SAID SECTION 6, T1N, R8E, THENCE SOUTH 87°01'08" WEST 2567.05 FEET TO THE SW CORNER OF SAID SECTION 6, T1N, R8E; THENCE SOUTH 02°48'18" EAST 57.49 FEET TO THE NE CORNER OF SAID SECTION 12, T1N, R7E; THENCE ALONG THE EAST LINE OF SAID SECTION 12, T1N, R7E, SOUTH 02°51'00" EAST 1720.83 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 96, SAID POINT BEING ON A 228414 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST AND HAVING A DELTA OF 00°9'57"; THENCE ALONG SAID RIGHT-OF-WAY LINE AND NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT 661.11 FEET, THE CHORD OF SAID CURVE BEARING NORTH 70°04'50" WEST 661.07 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 69°59'52" WEST 4187.86 FEET; THENCE NORTH 02°53'36" WEST 746.30 FEET; SOUTH 87°06'24" WEST 320.00 FEET; THENCE NORTH 02°53'36" WEST 200 FEET; THENCE SOUTH 87°06'24" WEST 60.00 FEET; THENCE NORTH 02°53'36" WEST 600.00 FEET; THENCE SOUTH 87°06'24" WEST 440.00 FEET TO THE WESTERLY LINE OF SAID SECTION 1, T1N, R7E; THENCE NORTH 02°53'36" WEST 902.41 FEET TO THE W ¼ CORNER OF SAID SECTION 1, T1N, R7E; THENCE NORTH 03°11'50" WEST 3395.34 FEET TO THE NW CORNER OF SAID SECTION 1, T1N, R7E AND THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS AND CONDITIONS OF RECORD.

21-01-100-002	NE ¼	21-12-226-002	NE ¼
21-01-200-005	NE ¼	21-12-126-001	NW ¼
21-01-400-003	SE ¼	22-06-100-007	W ½
21-12-226-001	NE ¼		



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

	Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
<b>BLDCO - Building Construction</b>				
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	
<b>Building Construction TOTALS</b>				
	13,429,604.00	0.00	13,254,862.06	\$174,741.94
<b>CONT - Contingency</b>				
730359 - Contingency		0.00	77,560.00	
730520 - Design Fees		0.00	3,660.00	
<b>Contingency TOTALS</b>				
	94,000.00	0.00	81,220.00	\$12,780.00
<b>FM_CONSTR_DOCS - Construction Documents</b>				
730520 - Design Fees		0.00	847,608.85	
<b>Construction Documents TOTALS</b>				
	820,000.00	0.00	847,608.85	(\$27,608.85)
<b>FM_DESIGN_DEV - Design Development</b>				
702000 - Salaries		0.00	215.25	
<b>Design Development TOTALS</b>				
	0.00	0.00	215.25	(\$215.25)
<b>FM_PRELIM_PLNG - Preliminary Planning</b>				
702000 - Salaries		0.00	77.26	
<b>Preliminary Planning TOTALS</b>				
	0.00	0.00	77.26	(\$77.26)
<b>FRINGE_BENEFITS - Fringe Benefits</b>				
722000 - Fringe Benefits		0.00	8,600.75	
<b>Fringe Benefits TOTALS</b>				
	0.00	0.00	8,600.75	(\$8,600.75)
<b>FURNISHINGS - Furnishings</b>				
760160 - Furniture and Fixtures		0.00	112,402.83	
<b>Furnishings TOTALS</b>				
	105,000.00	0.00	112,402.83	(\$7,402.83)
<b>GLB - GL Balance Sheet</b>				
730352 - Construction		0.00	214.45	
<b>GL Balance Sheet TOTALS</b>				
	0.00	0.00	214.45	(\$214.45)
<b>LEGAL - Legal and Financial</b>				
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	
<b>Legal and Financial TOTALS</b>				
	250,000.00	0.00	142,620.79	\$107,379.21
<b>MAT - Storeroom Materials Only</b>				





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

Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
775754 - Maintenance Department Charges	0.00	486.08	
<b>Storeroom Materials Only TOTALS</b>	<b>0.00</b>	<b>486.08</b>	<b>(\$486.08)</b>

**OWNERS\_COST - OWNERS COSTS**

702000 - Salaries	0.00	832.91	
730324 - Communications	0.00	3,105.00	
730352 - Construction	3,290.00	314,056.07	
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	
<b>OWNERS COSTS TOTALS</b>	<b>690,396.00</b>	<b>551,799.30</b>	<b>\$138,596.70</b>

**TESTING - Testing Services**

731906 - Testing Services	0.00	40,168.81	
<b>Testing Services TOTALS</b>	<b>61,000.00</b>	<b>40,168.81</b>	<b>\$20,831.19</b>

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	\$3,290.00	\$15,040,276.43	\$409,723.57
Total Project Revenue			
Account	Month-to-Date Revenue	Life-to-Date Revenue	
655077-Accrued Interest Adjustments	\$167.56	\$27,371.01	
655385-Income from Investments	\$1,057.34	\$222,633.94	
697551-Issuance of Bonds	\$0.00	\$15,450,000.00	
<b>TOTAL REVENUE</b>	<b>\$1,224.90</b>	<b>\$15,700,004.95</b>	
<b>REVENUE OVER/(UNDER) EXPENSES</b>		<b>\$659,728.52</b>	

**County of Oakland  
BA Animal Control Pet Adoption  
Statement of Fund Balance  
For The Eleven Months Ended August 31, 2019  
Fund 41425**

**Revenues:**

Income from Investments	12,029.98
Accrued Interest Adjustments	1,824.37
	<hr/> 13,854.35

**Expenditures:**

Charges Against Project	(62,754.50)
Subtotal	<hr/> (48,900.15)
Operating Transfers In	0.00
Operating Transfers Out	0.00
<b>Fund Balance at Beginning of Year</b>	<hr/> 708,628.67
<b>Fund Balance at August 31, 2019</b>	<hr/> <u>\$659,728.52</u>

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

**ASSETS**

Cash Operating	635,647.51
Accrued Interest on Investment	27,371.01
	<u>663,018.52</u>

**LIABILITIES AND FUND BALANCE**

Current Liabilities:

Accounts Payable	1,445.00
Vouchers Payable	1,845.00
Total Current Liabilities	<u>3,290.00</u>

Fund Balance	<u>659,728.52</u>
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<b>Total Liabilities and Fund Balance</b>	<u><u>663,018.52</u></u>
---	--------------------------

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



Date: September 11, 2019

Subject: BA Animal Control Adoption Center Fund 41425 invoices:

Payable To	Date	Invoice #	WO	Project	Proj #	Activity	Amount
JMK Consultants	6/28/2019	726	C-112	BA Animal Control Pet Adoption	1..2199	Owner's Cost	\$3,922.50
JMK Consultants	8/26/2019	743	C-112	BA Animal Control Pet Adoption	1..2199	Owner's Cost	\$2,060.00
JMK Consultants	8/26/2019	756	C-112	BA Animal Control Pet Adoption	1..2199	Owner's Cost	\$1,952.50
						Total	<u>\$7,935.00</u>

OC Building Authority

Eric McPherson, Chairperson

4844  
OK

Math

BA

**JMK Consultants, Inc.**

6905 Telegraph Road, Suite 170  
Bloomfield Hills, MI 48301

**jmk** Consultants, Inc.  
Program and Project Managers

RECEIVED  
OAKLAND COUNTY  
JUL 01 2019  
FACILITIES MANAGEMENT  
PLANNING & ENGINEERING

Invoice

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

INVOICE 726  
DATE 06/28/2019  
TERMS Net 30  
DUE DATE 07/28/2019

P.O. NUMBER  
004844

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Cx Sheldon	Commissioning Services OCASPAC 6.15.19 - 6.28.19	46.50	65.00	3,022.50
Cx THarvin	Commissioning Services OCASPAC 6.15.19 - 6.28.19	10	90.00	900.00

JMK EID# 35-2234934

Please make checks payable to:  
JMK Consultants, Inc.

BALANCE DUE

\$3,922.50

OK TO PAY  
JMK 7/3/19

CHARGE TO:  
EW: 315353  
COMBO: 1 APC 112  
COST: 58952

OK  
7/10/19

Fund 41425  
Dept 1040105  
Program 148020  
Account 730352  
Oper Unit 24811  
Project # 2199  
Source Type 00001  
Category 58952

7/11 RQ # 334015  
PO # 330609

BA

**JMK Consultants, Inc.**

6905 Telegraph Road, Suite 170  
Bloomfield Hills, MI 48301

RECEIVED  
OAKLAND COUNTY  
AUG 12 2019  
FACILITIES MANAGEMENT  
PLANNING & ENGINEERING

**jmk** Consultants, Inc.  
Program and Project Managers

Invoice

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

INVOICE 743  
DATE 08/10/2019  
TERMS Net30  
DUE DATE 09/09/2019

P.O. NUMBER  
004844

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Cx JKause	Commissioning Services OCASPAC 7.27.19 - 8.9.19	8	130.00	1,040.00
Cx Terry Harvin	Commissioning Services OCASPAC 7.27.19 - 8.9.19	12	85.00	1,020.00
JMK EID# 35-2234934				

Please make checks payable to:  
JMK Consultants, Inc.

BALANCE DUE

**\$2,060.00**

ok to PAJ  
JMK  
8/30/19

CHARGE TO:

CW: 315353

COMP: 149212

CAT: 58952

OK  
8/30/19

Fund \_\_\_\_\_  
Dept \_\_\_\_\_  
Program \_\_\_\_\_  
Account \_\_\_\_\_  
Oper Unit \_\_\_\_\_  
Project # \_\_\_\_\_  
Source Type \_\_\_\_\_  
Category \_\_\_\_\_

BA

**JMK Consultants, Inc.**  
6905 Telegraph Road, Suite 170  
Bloomfield Hills, MI 48301

**jmk** Consultants, Inc.  
Program and Project Managers

RECEIVED  
OAKLAND COUNTY  
**AUG 26 2019**  
FACILITIES MANAGEMENT  
PLANNING & ENGINEERING

**INVOICE**

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

INVOICE 756  
DATE 08/26/2019  
TERMS Net 30  
DUE DATE 09/25/2019

P.O. NUMBER  
004844

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Cx JKause	Commissioning Services OCASPAC 8.10.19 - 8.23.19	6	130.00	780.00
Cx Sheldon	Commissioning Services OCASPAC 8.10.19 - 8.23.19	12.50	65.00	812.50
Cx THarvin	Commissioning Services OCASPAC 8.10.19 - 8.23.19	4	90.00	360.00

JMK EID# 35-2234934

Please make checks payable to:  
JMK Consultants, Inc.

BALANCE DUE

**\$1,952.50**

CHARGES to:

CW : 315353  
COMBO : 14 PC112  
CAT : 58952

OK TO PAY  
J.M. 8/27/19

Fund	41435
Dept	1040105
Program	148030
Account	730352
Oper Unit	24811
Project #	2199
Source Type	00001
Category	58952

8-27-19



**Facilities Management**  
**PROJECT WORK IN PROGRESS**  
**c141 Sheriff RCCSteamTunni Ren**  
**100000002604**  
 (as of August 31, 2019)

	Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
<b>FRINGE BENEFITS - Fringe Benefits</b>				
722000 - Fringe Benefits		0.00	321.34	
<b>Fringe Benefits TOTALS</b>				
	0.00	0.00	321.34	(\$321.34)
<b>MAT - Storeroom Materials Only</b>				
775754 - Maintenance Department Charges		0.00	197.84	
<b>Storeroom Materials Only TOTALS</b>				
	0.00	0.00	197.84	(\$197.84)
<b>PROJ - Project</b>				
702000 - Salaries		0.00	558.72	
730352 - Construction		1,467.91	2,999,976.02	
<b>Project TOTALS</b>				
	3,046,800.00	1,467.91	3,000,534.74	\$46,265.26

<b>Project 100000002604 - c141 Sheriff RCCSteamTunni Ren</b>			
<b>Total Project Expenses</b>			
Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
\$3,046,800.00	\$1,467.91	\$3,001,053.92	\$45,746.08
<b>Total Project Revenue</b>			
Account	Month-to-Date Revenue	Life-to-Date Revenue	
695500-Transfers In	\$0.00	\$1,050,000.00	
<b>TOTAL REVENUE</b>	<b>\$0.00</b>	<b>\$1,050,000.00</b>	
<b>REVENUE OVER/(UNDER) EXPENSES</b>			<b>(\$1,951,053.92)</b>



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

<b>Revenues:</b>	
Income from Investments	9,986.88
Accrued Interest Adjustments	732.90
Refund Prior Years Expenditure	0.00
	<u>10,719.78</u>
<b>Expenditures:</b>	
Charges Against Project	(22,013.19)
Subtotal	<u>(11,293.41)</u>
Reimbursement General	
Operating Transfers In	
Operating Transfers Out	
<b>Fund Balance at Beginning of Year</b>	<u>389,216.95</u>
<b>Fund Balance at August 31, 2019</b>	<u><u>\$377,923.54</u></u>

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

**ASSETS**

Cash Operating	\$363,893.22
Accrued Interest on Investment	14,030.32
Due from Com. Road Commission	0.00
<b>Total Assets</b>	<u><u>\$377,923.54</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>377,923.54</u>
<b>Total Liabilities and Fund Balance</b>	<u><u>\$377,923.54</u></u>

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



Date: September 11, 2019

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

Payable To	Date	Invoice #	Project	Proj #	Amount
Geo. W. Auch	6/30/2019	35313	Sheriff RCC Steam Tunnel Renovation	1..2604	\$6,291.60
Geo. W. Auch	7/31/2019	35436	Sheriff RCC Steam Tunnel Renovation	1..2604	\$837.47
				Total	<u>\$7,129.07</u>

---

OC Building Authority      Eric McPherson, Chairperson

5472  
OK

BA



**CONTRACT PAYMENT APPROVAL**

C O U N T Y M I C H I G A N      D E P A R T M E N T O F F A C I L I T I E S M A N A G E M E N T      F A C I L I T I E S P L A N N I N G & E N G I N E E R I N G

One Public Works Drive  
Waterford, MI 48341  
(248) 858-0144

PAYMENT #	CONTRACT #	PAYMENT DATE
1	3660	8/13/19

WORK ORDER #	PEOPLESFT PROJECT #	PROJECT NO. & TITLE
C141	100000002604	18-543 2019 CIP Steam Tunnel Repair

**RECOMMENDATIONS FOR APPROVAL**

This is to certify that George W. Auch  
 Is entitled to payment of Six Thousand Two Hundred Ninety One Dollars & 60/100's **\$6,291.60**

In accordance with invoice #35313 dated 06/30/19

*Jason Warner*

8/16/19

*Carmelo Moyet* 8-15-19  
 Oakland County Division Project Manager-Carmelo Moyet Date

*Ed Joss* 8-22-19  
 Oakland County Division Manager-Ed Joss Date

Oakland County Division Supervisor-*Jason Warner* Date      Oakland County Division Manager-*Ed Joss* Date

REMARKS		STATEMENT OF ACCOUNT	
<b>Retainage</b>		Original Contract	
Previously Held:	\$0.00	Services:	\$16,458.00
Previous Payments:	\$0.00	Contingencies:	\$0.00
Sub-Total:	\$0.00	Allowances:	\$0.00
Current Retainage to Hold:	\$0.00	Total Original Contract Sum:	\$16,458.00
Current Retainage to Pay:	\$0.00	Net Changes by Change Orders:	\$0.00
Sub-Total:	\$0.00	Contract Sum to Date:	\$16,458.00
Retainage Account Balance:	\$0.00	Total Contract Completed to Date:	\$6,291.60
		Less Retainage:	\$0.00
		Total Earned Less Retainage:	\$6,291.60
		Less Previous Certificates for Payment:	\$0.00
		Current Invoice (Project Fund):	\$6,291.60
		Current Retainage to Pay (Treasurer's Office):	\$0.00
		<b>Total Current Payment Due:</b>	<b>\$6,291.60</b>
		Total Balance to Finish, includes retainage:	\$10,166.40
		(Before Current Payment Due)	

PROJECT BUDGET SUMMARY Before Current Payment Due	
Total Project Budget:	\$16,458.00
Expenditures To Date	\$0.00
Retainage	\$0.00
Total Remaining Project Budget:	\$16,458.00

Fund 41423  
 Dept 1040105  
 Program 148020  
 Account 230353  
 Oper Unit 24811  
 Project # 2604  
 Source Type 00002  
 Category 29816

Copies: Fiscal Services, Project Manager, FE File

8/29 RQ# 337077



**AUCH**

**AUCH Construction**  
Innovative Planners & Construction Managers  
Since 1908

65 University Drive  
Pontiac, Michigan 48342  
P (248) 334-2000  
F (248) 334-3404  
www.auchconstruction.com

Oakland County  
  
1200 N. Telegraph  
  
Pontiac, MI 48341

REFER TO INVOICE 35313  
INVOICE DATE 06/30/19  
CONTRACT NO. 8908-00  
Customer Job #  
LOCATION  
OC-STEAM TUNNEL PRE-CON

TERMS: NET. RECEIPT OF INVOICE

**ATTN: CARMELO MOYET**

Owner's Project#/PO#/Contract#

CURRENT CONTRACT AMOUNT:	\$16,458.00
-----	
Total Completed & Stored to Date:	\$6,291.60
Less Retention -	\$ .00
Total Earned less Retention:	\$6,291.60
Less Previous Certificates for Payment:	\$ .00

AMOUNT DUE THIS INVOICE: \$6,291.60

THANK YOU

Please Remit to:  
George W. Auch Company  
65 University Drive  
Pontiac, Michigan 48342

**APPLICATION AND CERTIFICATE FOR PAYMENT**

From: (Contractor) Invoice: 35313  
 George W. Auch Company Draw 8908-01  
 65 University Drive Invoice date: 6/30/2019  
 Pontiac, MI 48342 Period ending date: 6/30/2019

To: (Owner) Oakland County  
 1200 N. Telegraph  
 Pontiac, MI 48341

Architect: Soil & Materials Engineers, Inc  
 43980 Plymouth Oaks Blvd.  
 Plymouth, MI 48170

**REQUEST FOR PAYMENT:**

ORIGINAL CONTRACT	\$16,458.00	Project:	8908-00
Net change by Change Orders.....	\$0.00		OC-STEAM TUNNEL PRE-CON
CONTRACT SUM TO DATE.....	\$16,458.00	Contract date:	
TOTAL COMPLETED AND STORED TO DATE	\$6,291.60	Architect:	Soil & Materials Engineers, Inc
RETAINAGE.....	\$0.00	Contract For:	OAKLAND COUNTY STEAM TUNNEL REPAIRS PRE-CONSTRUCTION
TOTAL EARNED LESS RETAINAGE .....	\$6,291.60	Project Manager:	Jacob Munchiando
LESS PREVIOUS CERTIFICATES FOR PAYMENT ...	\$0.00		
CURRENT PAYMENT DUE .....	\$6,291.60		
BALANCE TO FINISH.....	\$10,166.40		

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Oakland County relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: C. Walden  
 By: Craig Walden, Treasurer

Date: July 9, 2019

State of Michigan  
 County of Oakland

Subscribed and sworn to before me this 9th day of July, 2019  
 Notary Public: Macomb County Brigitte E. Barnhart Brigitte E. Barnhart  
 My commission expires: 3/21/2025 Acting in Oakland County

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$6,291.60  
 (Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

BA



**CONTRACT PAYMENT APPROVAL**

C O U N T Y M I C H I G A N - DEPARTMENT OF FACILITIES MANAGEMENT - FACILITIES PLANNING & ENGINEERING

One Public Works Drive  
Waterford, MI 48341  
(248) 858-0144

PAYMENT #	CONTRACT #	PAYMENT DATE
2	3660	8/13/19

WORK ORDER #	PEOPLESFT PROJECT #	PROJECT NO. & TITLE
C141	10000002604	18-543 2019 CIP Steam Tunnel Repair

**RECOMMENDATIONS FOR APPROVAL**

This is to certify that George W. Auch  
 Is entitled to payment of Eight Hundred Thirty Seven Dollars & 47/100's \$837.47  
 In accordance with invoice #35436 dated 07/31/19

*Carmelo Moyet* 8-15-19  
 Oakland County Division Project Manager-Carmelo Moyet Date

*Jason Warner*  
 Oakland County Division Supervisor-Jason Warner Date

*Ed Joss* 8-22-19  
 Oakland County Division Manager-Ed Joss Date

REMARKS	STATEMENT OF ACCOUNT
<b>Retainage</b>	Original Contract
Previously Held: \$0.00	Services: \$16,458.00
Previous Payments: \$0.00	Contingencies: \$0.00
Sub-Total: \$0.00	Allowances: \$0.00
Current Retainage to Hold: \$0.00	Total Original Contract Sum: \$16,458.00
Current Retainage to Pay: \$0.00	Net Changes by Change Orders: (\$9,328.93)
Sub-Total: \$0.00	Contract Sum to Date: \$7,129.07
Retainage Account Balance: <span style="border: 1px solid black; padding: 2px;">\$0.00</span>	Total Contract Completed to Date: \$7,129.07
	Less Retainage: \$0.00
	Total Earned Less Retainage: \$7,129.07
	Less Previous Certificates for Payment: (\$6,291.60)
	Current Invoice (Project Fund): \$837.47
	Current Retainage to Pay (Treasurer's Office): \$0.00
	<b>Total Current Payment Due:</b> <span style="border: 1px solid black; padding: 2px;">\$837.47</span>
	Total Balance to Finish, includes retainage: \$0.00
	(Before Current Payment Due)
<input type="checkbox"/> FORMAL RETAINAGE <input type="checkbox"/> NOT FORMAL RETAINAGE	

**PROJECT BUDGET SUMMARY- Before Current Payment Due**

Total Project Budget:	\$16,458.00
Expenditures To Date	(\$6,291.60)
Retainage	\$0.00
<b>Total Remaining Project Budget:</b>	<span style="border: 1px solid black; padding: 2px;">\$10,166.40</span>

Fund 41423  
 Dept 1040105  
 Program 148020  
 Account 230352  
 Oper Unit 24811  
 Project # 2604  
 Source Type 00007  
 Category 29816

Copies: Fiscal Services, Project Manager, FE File

8/29 RD# 337075



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 Pontiac, Michigan 48342  
 P (248) 334-2000  
 F (248) 334-3404  
 www.auchconstruction.com

Oakland County  
 1200 N. Telegraph  
 Pontiac, MI 48341

REFER TO INVOICE 35436  
 INVOICE DATE  
 CONTRACT NO. 07/31/19  
 8908-00  
 LOCATION

OC-STEAM TUNNEL PRE-CON  
 TERMS: NET, RECEIPT OF INVOICE

## FINAL INVOICE

**ATTN: CARMELO MOYET**

Owner's Project#/PO#/Contract#

CURRENT CONTRACT AMOUNT:	\$7,129.07
-----	
Total Completed & Stored to Date:	\$7,129.07
Less Retention -	\$ .00
Total Earned less Retention:	\$7,129.07
Less Previous Certificates for Payment:	\$6,291.60

AMOUNT DUE - THIS INVOICE: \$837.47

Please Remit to:  
 George W. Auch Company  
 65 University Drive  
 Pontiac, Michigan 48342

THANK YOU



**APPLICATION AND CERTIFICATE FOR PAYMENT**

From: (Contractor) **George W. Auch Company**  
 65 University Drive  
 Pontiac, MI 48342

To: (Owner) **Oakland County**  
 1200 N. Telegraph  
 Pontiac, MI 48341

Invoice: 35436  
 Draw 8908-02  
 Invoice date: 7/31/2019  
 Period ending date: 7/31/2019

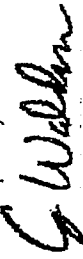
Architect: **Soil & Materials Engineers, Inc**  
 43980 Plymouth Oaks Blvd.  
 Plymouth, MI 48170

**REQUEST FOR PAYMENT:**

ORIGINAL CONTRACT	\$16,458.00	Project:	8908-00
Net change by Change Orders.....	\$-9,328.93		OC-STEAM TUNNEL PRE-CON
CONTRACT SUM TO DATE.....	\$7,129.07	Contract date:	
TOTAL COMPLETED AND STORED TO DATE	\$7,129.07	Architect:	Soil & Materials Engineers, Inc
RETAINAGE.....	\$0.00	Contract For:	OAKLAND COUNTY STEAM TUNNEL REPAIRS PRE-CONSTRUCTION
TOTAL EARNED LESS RETAINAGE .....	\$7,129.07	Project Manager:	Jacob Munchiando
LESS PREVIOUS CERTIFICATES FOR PAYMENT ...	\$6,291.60		
CURRENT PAYMENT DUE .....	\$837.47		
BALANCE TO FINISH.....	\$0.00		

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Oakland County relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR:

By:   
 Craig Walden, Treasurer

Subscribed and sworn to before me this 6th day of August, 2019

Notary Public: Macomb County Brigitte E. Barnhart

My commission expires: 3/21/2025 Acting in Oakland County

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$837.47  
 (Attach explanation if amount certified differs from the amount applied for.)  
 ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

BA



**CONTRACT CHANGE ORDER  
NEW PROJECT**

C O U N T Y M I C H I G A N      D E P A R T M E N T O F F A C I L I T I E S M A N A G E M E N T      F A C I L I T I E S P L A N N I N G & E N G I N E E R I N G

One Public Works Drive

Waterford, MI 48341

248-858-0144

CHANGE ORDER #	CONTRACT #	CHANGE ORDER DATE
1	3660	8/13/19
WORK ORDER #	PEOPLESFT PROJ #	PROJECT NO. & TITLE
C141	10000002604	18-543 2019 CIP Steam Tunnel Repair

**CONTRACTOR'S NAME:** George W. Auch Company  
**ADDRESS:** 65 University Drive, Pontiac, MI 48342

Your proposal for making the following revisions to the contract documents for this project is hereby accepted.

**CHANGES & JUSTIFICATION:**

1) New Project \$16,458.00  
Description: 2019 Steam Tunnel Repair  
Project Start Date: 7/9/2019  
Project Duration: 4 Months  
Payment Terms: Monthly

FIELD ORDER NO. \_\_\_\_\_ :

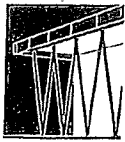
**Total This Change Order (Net):** **\$16,458.00**

PROJECT BUDGET SUMMARY		CONTRACT SUMMARY	
Project Estimate:	\$16,458.00	Original Contract:	\$0.00
Owner's Project Contingencies:	\$0.00	Previous Net Changes:	\$0.00
<b>Total Project Budget:</b>	\$16,458.00	<b>Contract to Date:</b>	\$0.00
Project Estimate Expenditures To Date:	\$0.00	<u>Current Change Order</u>	
Owner's Contingencies Expenditures To Date:	\$0.00	Add to contract:	\$16,458.00
<b>Total Expenditures To Date:</b>	\$0.00	Deduct from contract:	\$0.00
Remaining Project Budget before this c/o:	\$16,458.00	<b>Total Net Change:</b>	\$16,458.00
<b>Current Change Order (Net)</b>		<b>New Contract Amount:</b>	<b>\$16,458.00</b>
Add to contract:	\$16,458.00		
Deduct from contract:	\$0.00		
<b>Total Remaining Project Budget:</b>	<b>\$0.00</b>		

The amount of the Contract will be increased in the sum of Sixteen Thousand Four Hundred Fifty Eight Dollars & 00/100's with no change in the contract time. **\$16,458.00**

**RECOMMENDATIONS FOR APPROVAL**

Oakland County Project Manager - Carmelo Moyet	DATE
	8-15-19
Oakland County Division Supervisor - Jason Warner	DATE
	8/16/19
Oakland County Division Manager - Ed Joss	DATE
	8-22-19



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[www.auchconstruction.com](http://www.auchconstruction.com)

January 29, 2019

Carmelo Moyet Jr.  
Project Manager  
One Public Works Drive  
Waterford, Michigan 48328

**RE: Response to Request for Proposal for Pre-Construction Services for Steam Tunnel Tee repair**

Dear Mr. Moyet,  
We appreciate the opportunity to provide you with our response to the Request for Proposal for your Steam Tunnel Tee Repair.

The George W. Auch Company has been providing construction services for 110 years. While the world of construction has changed, one thing that remains consistent at AUCH is our commitment to service and our client's needs. We have an extensive relationship with Oakland County and are appreciative for the opportunity to serve you.

If there is any other information that you may need, please let me know.

Sincerely,  
AUCH Construction

Jim Munchiando  
Vice President and Project Director



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OAKLAND COUNTY  
 2019 STEAM TUNNEL REPAIR PROJECT  
 Auch Construction  
 Pre-construction Services budget

**ESTIMATED STAFF** required for Planning, Pre-construction, Bidding through Subcontractor Recommendation

DESCRIPTION: Planning and pre-construction services, Complete the bid and post bid activities associated with this project (including reviewing documents and preparing RFI's, soliciting for bids/bid advertisement, contacting subcontractors to ensure bid coverage, preparing/reviewing bid scopes, accepting and documenting subcontractor bids and preparing recommendation documents).

	QUANTITY	UNIT PRICE	UNIT	TOTAL
<b>Management Reimbursable</b>				
Project Executive	Included in Fee	\$115.00	Hour	Included in Fee
Pre-Construction Estimate	40	\$95.00	Hour	\$3,800
Safety Director	Included in Fee			Included in Fee
Project Director	24	\$115.00	Hour	\$2,760
Project Manager	72	\$94.00	Hour	\$6,768
Project Engineer / Scheduler	20	\$65.00	Hour	\$1,300
Purchasing / secretarial / accounting	16	\$55.00	Hour	\$880
Telephone expense	1	\$75.00	LS	\$75

<b>ESTIMATED CONSTRUCTION STAFF COST</b>		<b>\$15,583</b>
G/L - 0.55%	\$	86
Bond - 1%	\$	157
CM FEE - 4%	\$	633
<b>TOTAL</b>	<b>\$</b>	<b>16,458</b>

1. Estimate for Bidding through Subcontractor Recommendation is based on maintaining the same project elements, performing budget checks and bidding the project once.
2. Upon the start of each project, an estimate will be prepared. When the project information is better known, we will adjust the hours and durations accordingly. Expenditure would be made on an as needed basis only.
3. The Direct General Conditions cost per the attached Responsibility Matrix could be performed by trade contractors or directly by Auch personnel.
4. Our Project Executive and Corporate Safety Director is included in the CM Fee and not job charged.

BA



# CONTRACT CHANGE ORDER

C O U N T Y M I C H I G A N • DEPARTMENT OF FACILITIES MANAGEMENT • FACILITIES PLANNING & ENGINEERING

One Public Works Drive  
Waterford, MI 48341  
248-858-0144

CHANGE ORDER #	CONTRACT #	CHANGE ORDER DATE
2	3660	8/13/19

WORK ORDER #	PEOPLESOFT PROJ #	PROJECT NO. & TITLE
C141	100000002604	18-543 2019 CIP Steam Tunnel Repair

CONTRACTOR'S NAME: George W. Auch Company  
ADDRESS: 65 University Drive, Pontiac, MI 48342

Your proposal for making the following revisions to the contract documents for this project is hereby accepted.

**CHANGES & JUSTIFICATION:**

Project postponed due to bid results. Pre-bid Services (\$9,328.93)

FIELD ORDER NO. \_\_\_\_\_ :

**Total This Change Order (Net):** (\$9,328.93)

PROJECT BUDGET SUMMARY		CONTRACT SUMMARY	
Project Estimate:	\$16,458.00	Original Contract:	\$16,458.00
Owner's Project Contingencies:	\$0.00	Previous Net Changes:	\$0.00
<b>Total Project Budget:</b>	<b>\$16,458.00</b>	<b>Contract to Date:</b>	<b>\$16,458.00</b>
Project Estimate Expenditures To Date:	\$0.00	<u>Current Change Order</u>	
Owner's Contingencies Expenditures To Date:	\$0.00	Add to contract:	\$0.00
<b>Total Expenditures To Date:</b>	<b>\$0.00</b>	Deduct from contract:	(\$9,328.93)
Remaining Project Budget before this c/o:	\$16,458.00	<b>Total Net Change:</b>	<b>(\$9,328.93)</b>
		<b>New Contract Amount:</b>	<b>\$7,129.07</b>

Current Change Order (Net)

Add to contract: \$0.00 < subtract from Remaining Project Budget  
Deduct from contract: (\$9,328.93) < no change to Remaining Project Budget

**Total Remaining Project Budget:** \$7,129.07

The amount of the Contract will be **decreased** in the sum of **Nine Thousand Three Hundred Twenty Eight Dollars & 93/100's** with **no change** in the contract time. (\$9,328.93)

**RECOMMENDATIONS FOR APPROVAL**

Oakland County Project Manager - Carmelo Moyet, Jr.	DATE
	8-16-19
Oakland County Division Supervisor - Jason Warner	DATE
	8/19/19
Oakland County Division Manager - Ed Joss	DATE
	8-22-19

Copies: Purchasing, Project Manager, FE File





# PROJECT WORK ORDER CLOSURE MEMO

C O U N T Y M I C H I G A N

DEPARTMENT OF FACILITIES MANAGEMENT

FACILITIES PLANNING & ENGINEERING

TO: Mark Williams, Fiscal Services

DATE: September 3, 2019

Work Order Number	Project Name	Project Balance
<b>C PROJECTS</b>		
C057	Primary Electrical System Maintenance	\$18,283.49
C089	Indoor Lighting Retrofit NOB, IT, Ctr, PWB	(\$571.60)
C106	Campus Outdoor Led Light Retrofit	\$302.32
C139	Elevator Maintenance Phase 2	(\$56,170.60)
C150	NOHC Chiller Replacement	\$39,642.21
C159	Probate Court	\$56,725.04
	<b>C TOTAL</b>	<b>\$58,210.86</b>
<b>M PROJECTS</b>		
M122	Central Heating Underground Storage Tank Bioremediation	\$346.52
M154	Various Carpet Replacement Phase I	\$0.00
M164	Crthse Cool Twr Pipe Replace	\$0.00
M212	Svc Ctr DVR Replace	\$0.00
M232	Service Center DVR Replacement	\$340.00
M242	Service Center Tree Replacement	\$729.11
M249	Various Duct Cleaning	\$0.00
M250	Lighting Replacement Program	\$2,319.10
M252	CVJ Bldg Carpet Replacement	\$1,298.20
M263	Service Center: Tree, Shrubs, Perennials	\$12,422.41
	<b>M TOTAL</b>	<b>\$17,455.34</b>
	<b>C &amp; M Projects NET TOTAL</b>	<b>\$75,666.20</b>

The above work order(s) have been reviewed and the undersigned acknowledges they should be closed.

FPE Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

FPE Manager's Signature \_\_\_\_\_ Date \_\_\_\_\_

FMO Manager's Signature \_\_\_\_\_ Date \_\_\_\_\_

FM Director's Signature \_\_\_\_\_ Date \_\_\_\_\_