WAYNE COUNTY

BUILDING AUTHORITY

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Taken at 500 Griswold,

Detroit, Michigan,

Commencing at 10:00 a.m.,

Wednesday, February 17, 2016,

Before Rhonda M. Foster, CRR, RMR, RPR, CSR-3612.

APPEARANCES:

Eileen DeHart, Chairperson
Fred Hoffman, Member
Sam Hussein, Member
James Saros, Member
Frank Vaslo, Member

OTHERS PRESENT:

Zenna Elhasan, Wayne County
Corporation Counsel
Felicia Johnson, Wayne County
Commission Counsel
Tim Johnson, Wayne County
Commission
Bernard Parker, III, Wayne County
Deputy Chief of Staff
Ryan Bridges, Wayne County
Mary Anna Daskas, Wayne County
Finance and Administration
Audricka Grandison, Wayne County

Detroit, Michigan

Wednesday, February 17, 2016

About 10:00 a.m.

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(Mr. Bridges and Mr. Parker not present.)

CHAIRPERSON DeHART: I would like to call the meeting of the Wayne County Building Authority to order.

Roll call, please.

MS. GRANDISON: Eileen DeHart.

CHAIRPERSON DeHART: Here.

MS. GRANDISON: James Saros.

MR. SAROS: Present.

MS. GRANDISON: Frederick Hoffman.

MR. HOFFMAN: Here.

MS. GRANDISON: Frank Vaslo.

MR. VASLO: Here.

MS. GRANDISON: And Sam Hussein.

MR. HUSSEIN: Here.

MS. GRANDISON: We have a quorum.

CHAIRPERSON DeHART: Thank you.

Is there a motion to approve the agenda?

MR. HOFFMAN: So move.

MR. VASLO: Support.

CHAIRPERSON DeHART: Any questions on the

agenda?

(No response.)

CHAIRPERSON DeHART: Hearing none, all those in favor?

(In unison): Aye.

CHAIRPERSON DeHART: Opposed?

(No response.)

CHAIRPERSON DeHART: Motion carries.

Is there a motion to approve the minutes of January 13th?

MR. HOFFMAN: Move.

MR. VASLO: Support.

CHAIRPERSON DeHART: Okay. We have -- you weren't here in January, then, were you?

MS. GRANDISON: Yes.

MR. HUSSEIN: I think I was.

CHAIRPERSON DeHART: Were you?

Do we have a full quorum? I mean a full Board?

MS. GRANDISON: I don't remember.

CHAIRPERSON DeHART: Sam, you weren't here, so you have to abstain from this.

MR. HUSSEIN: Okay. Yeah, I was here.

CHAIRPERSON DeHART: Were you here?

MR. HUSSEIN: I was here.

MS. ELHASAN: Everybody was here.

CHAIRPERSON DeHART: We have a motion and a support.

All those in favor?

(In unison): Aye.

CHAIRPERSON DeHART: Any opposed?

(No response.)

CHAIRPERSON DeHART: Motion carries.

Is there a motion to approve the agenda of the Special Meeting of January 26th?

MR. VASLO: So move.

MR. HUSSEIN: Support.

CHAIRPERSON DeHART: Any questions on the minutes?

(No response.)

CHAIRPERSON DeHART: Hearing none, all in favor?

(In unison): Aye.

CHAIRPERSON DeHART: Opposed?

(No response.)

CHAIRPERSON DeHART: Motion carries.

Any Old Business?

(No response.)

CHAIRPERSON DeHART: New Business?

(No response.)

CHAIRPERSON DeHART: Informational Items, Discussion of Contract of Lease.

MS. ELHASAN: I think we are almost there. We met shortly after our last special meeting and we went over a few final details.

One of the incidental issues that came up is a Memorandum of Agreement that is referenced in the Contract of Lease. You may recall a little bit of discussion on that the last time we appeared before you. And I have reviewed it in the last couple of days. I have shared it with Commission Counsel, and I believe there are some changes that will have to be made to the Memorandum of Agreement considering where we are looking to go on this project. There is some operational numbers that were included in the last Memorandum of Agreement that was entered into. Certainly the responsibilities of the Sheriff's Department do not change, but some of the more finite details of the agreement, I think, as reflected in the old agreement, need to be revised to reflect the new relationship that currently exists. So we will work together with the Sheriff's Department to make those changes.

The one final issue I believe on the Contract of Lease is paragraph 31 makes some reference to

ratifying and adopting all actions since the entry of the 2010 Contract of Lease. One of the questions that Commission Counsel has posed is why are we adopting or ratifying such actions? And so we are looking at that issue. It is typical language that is included in contracts when you are amending and restating to reflect the fact that prior actions have been adopted and ratified. So one is essentially estopped from later on claiming that whatever was approved back in 2011 is not reflected in this agreement. It is typical. I know, I am sure, Fred, you are familiar with that. So we will have to see how creative we can be in coming up with language that might be appropriate for all parties involved, but really that's essentially the purpose of that language. But I believe that's the only outstanding issue, unless there's something more.

MS. JOHNSON: I think we have a few smaller --

MS. ELHASAN: The procurement piece, yeah, I think will work out.

MS. JOHNSON: Right.

MS. ELHASAN: Yeah. So hopefully we will have something finalized as it relates to the Contract of Lease by week's end maybe. But, again, the Sheriff's agreement is referenced in that Contract of

Lease. So I don't know if we can have a final Contract of Lease without having incorporated any additional changes to the Memorandum of Agreement.

CHAIRPERSON DeHART: Once it is final, could you get a copy? Could you get us a copy so we can have it?

MS. ELHASAN: I will get it to you, absolutely. Absolutely. I will get it to you in time for you to review and ask any questions.

CHAIRPERSON DeHART: Will it be final by the March meeting?

MS. ELHASAN: March meeting is mid March?

MS. GRANDISON: Sixteen, yeah.

MS. ELHASAN: March 16th. Now, there is a March 3rd date that is relevant to these discussions. We are having a conference call with AECOM and Ghafari tomorrow to go over some details of where we are at, where we see this project heading. There have been some major -- possibly major changes with respect to operational efficiencies, the buildout, construction, design, and whatnot. So we will likely be coming before both the Building Authority and the Commission to update you on those issues. And it may, I want to emphasize may, result in some new deadlines.

(Mr. Bridges entered at about 10:05 a.m.)

MS. ELHASAN: And I say that just to keep you all obviously apprised of what's going on. I don't want to come here last minute and make that request of you. So just keep that in mind. Certainly with design changes, we don't want to rush anything. The last time we rushed, we know what happened. So it is better, at least in my view, and I certainly believe that in your view, to make sure all T's are crossed, I's are dotted before we present something to you that is not as tight as we need it to be, and certainly not as protective of the County's interests as we need it to be.

CHAIRPERSON DeHART: Okay. Fred, you had a question?

MR. HOFFMAN: Yeah. I was going to ask about the March 3rd date, but my larger question is, can you, for the record and for our review, walk through the legal architecture of the deal in terms of what documents need to be finalized, and by who, with particular emphasis on which will be brought to this Board for consideration, and in what time you think those would be. I am not sure you are prepared to answer all of those --

MS. ELHASAN: I am not, no.

MR. HOFFMAN: -- because I know there's probably going to be a whole bunch of documents, but I

wondered if you would just kind of talk through that.

MS. ELHASAN: So just sort of giving you the, you know, the high view of things, I am not prepared to talk about the timelines right now because there may be some changes, and I don't want to say something that will next week be changed when we come before you and tell you this is the status of things. But what was contemplated is that by March 3rd, there would be a full and final executed settlement agreement.

You may recall we entered into an interim agreement for the sole purpose of allowing AECOM and Ghafari to start working on their concept plans and their cost estimates. We didn't want to delay that because we didn't have a full and final settlement agreement approved with all attachments.

The most critical exhibit to the settlement agreement is the AIA agreement, the document that really sets forth the terms, responsibilities of the construction and the architecture. So we entered into the interim agreement. They started working on their cost estimates and concept plans. And then we ran into some additional delays as a result of the Oldcastle piece. I will report, and we will have a new session on that, closed session on that, that we were able to resolve the Oldcastle claims. You may recall I rushed

out of here to make it to a meeting at the airport. And that proved to be very fruitful. So we have resolved that short of $3.7 million. And I will discuss that at a later date.

But we requested an amendment to the interim agreement which brought us -- bought us another 30 days to hopefully finalize the full and final settlement agreement. Now, that date would have been March 3rd. And it would have also shifted the concept plan date another 30 days, which were originally due March 31st -- or originally due February --

CHAIRPERSON DeHART: February 29th.

MS. ELHASAN: -- 29th; would now be due March 31st.

MR. HOFFMAN: The settlement agreement is from our side voted on by both this Board by the Board of Commissioners. Is that right?

MS. ELHASAN: Right. Correct.

Yes, it would have come before both of you.

MR. HOFFMAN: Is that the Commission first and then here or vice versa?

CHAIRPERSON DeHART: That's what we prefer.

MS. ELHASAN: Yeah. The preference has been, in my view, at least, would be that you would prefer that the Commission consider it, and then it come to

you for consideration. And so we have pretty much lined up the meetings in that fashion, starting in December, we would go to the Commission, we would get the approvals. And then we would come to this body and have those same discussions.

So I am going to leave it at that, simply because there may be some changes that I contemplate will be coming before you for consideration and certainly discussion.

But right now, based on the terms of the first amendment to the interim agreement, the dates are March 3rd, full and final settlement agreement, approval and execution. So we would have to come before the Commission and the Building Authority in advance of the March 3rd date, or the March 3rd being the final date, and get those executions on that day. And then the concept plans would have been due at the end of March. Again, those dates may change, but right now those are the dates that are signed, sealed and delivered in writing.

CHAIRPERSON DeHART: Just so you know, I will be out of town February 21st through 28th.

MS. ELHASAN: Okay.

CHAIRPERSON DeHART: Thank you.

MR. VASLO: No, those were kind of my

questions.

MR. HOFFMAN: You talked about a settlement agreement then. What about the other documents?

MS. ELHASAN: So the exhibits?

MR. HOFFMAN: Will they all be part of the settlement agreement?

MS. ELHASAN: They would have to be. The whole purpose of delaying it was to get all of those exhibits in order so that we had a comprehensive document for you to consider which contemplated all the responsibilities, the dismissal of the lawsuit, the concept plans, the cost estimates, the decisions on those plans, the three-month window, the six-month window, the getting a construction company on board, all of those timelines are contemplated in the settlement agreement, the settlement agreement that has not been put before you for consideration, and may not. But I don't know yet. We will have that discussion with them tomorrow to see where they are at and where we are at, whether it is something that we want to present to both bodies for consideration.

MR. HOFFMAN: Then obviously that's finalized by the judge?

MS. ELHASAN: The settlement agreement?

MR. HOFFMAN: The settlement agreement.

MS. ELHASAN: Well, right now we have a dismissal without prejudice. Once we have a dismissal with prejudice, it is just a matter --

MR. HOFFMAN: So we don't have to go back to court?

MS. ELHASAN: No, not with the settlement agreement, no.

MR. HOFFMAN: And where does the Contract of Lease integrate into that?

MS. ELHASAN: So the Commission has made it very clear that it is very important to them to understand their role and responsibility in this project. So the Contract of Lease, the original discussion began with a particular provision in the Contract of Lease which allowed this body to make unilateral decisions in, you know, issuing additional bonds on the project.

So one of the primary concerns of the Commission, I certainly don't want to speak for the Commission, so stop me if I am wrong, but one of the primary concerns of the Commission was will we want to make sure that we are engaged in that discussion and in those decisions? It is the County at the end of the day. The Building Authority should not be making unilateral decisions on bond issuance or additional

bond issuance, but the Contract of Lease appeared to give this body that power. So that's really where the discussion on the Contract of Lease started. It branched out to -- into more roles and responsibilities of the Commission with the Building Authority who is approving plans, how are we making decisions, what documents are going to come before the Commission for approval, what decisions will be necessitated by the approval of the Commission and by the approval of the Building Authority. And so we have reworked it in such a way that contemplates all of those scenarios. And so it gives the Commission a little bit more comfort knowing that we are entering into a settlement agreement knowing what our roles and responsibilities are after that.

So when the concept plans come in, it will come before the Commission for consideration and those approvals, and it will come before this body for those considerations and approvals.

MR. HOFFMAN: So that is on a separate track from the settlement agreement but is consistent with the settlement agreement operationally?

MS. ELHASAN: I would say it is on the same track, two separate documents. Right. So entering into the settlement agreement, I don't think the

Commission would be comfortable entering into or approving a settlement agreement until they know that those details have been, for the most part, agreed to in the Contract of Lease. Now, I don't know if the Commission is going to say, well, we are not going to approve the settlement until everybody signs on the dotted line. I think as a matter of courtesies, we have already agreed essentially to what those terms would be.

MS. JOHNSON: On behalf of the Commission, the Commission has requested that the Contract of Lease be approved first, or at the same time as the settlement agreement.

MS. ELHASAN: Okay.

MS. JOHNSON: Obviously we don't want to trail behind, have some issues come up later. So that was the discussion I had with the Commission at the meeting, that they wanted it either simultaneously or beforehand, just to know that everything is sort of addressed.

MS. ELHASAN: And I don't contemplate that being an issue. Like I said at the start of the meeting, I think for the most part we are pretty much almost across the finish line.

MR. HOFFMAN: So if we are on the timetable

we are on right now, the March 3rd timetable, those two documents would come before us for approval before or on March 3rd. And then the Commission before or on March 3rd. Are there other documents in that same package that will come to us?

MS. ELHASAN: Just the exhibits to the settlement agreement, yeah. But in a nutshell, that's what you will have to approve.

MR. HOFFMAN: Very helpful. Thank you.

CHAIRPERSON DeHART: And I think the rest of the Board will concur with me in that we do want to be a partner with the Commission. You know, that's important I think for all of Wayne County, that we partner with them.

(Mr. Parker entered proceedings at about 10:15 a.m.)

MR. VASLO: For the most part, I was going to ask about the documents and what was going to come to us and what we could expect to see, and the -- a comprehensive settlement agreement seems like a good track to follow. I am interested in the words that you used that some contractor choices will be a part of this settlement agreement. Is that correct?

(Mr. Bridges exited proceedings at about 10:15 a.m.)

MS. ELHASAN: Yeah. Well, we are going to have to bid out the construction services.

MR. VASLO: And we haven't done that yet or we are in the process?

MS. ELHASAN: No. No, we don't have the concept plans or the cost estimates to do that yet. But that is contemplated in the settlement agreement. Right now you have AECOM and Ghafari which are really the architects.

MR. VASLO: Right. But we don't have a general?

MS. ELHASAN: We don't have a general.

MR. VASLO: Right.

MS. ELHASAN: So remember, Walbridge was construction.

MR. VASLO: So are we just talking about process in the settlement agreement? Or are we -- because you can't possibly name a contractor, right?

MS. ELHASAN: No, no. You can't. It is process.

MR. VASLO: Okay.

MS. ELHASAN: It is the timeline, it is what we envision happening in the next nine months.

MR. VASLO: Thanks. That's all I have.

CHAIRPERSON DeHART: Any other questions?

MS. ELHASAN: And I will just note that I appreciate what Mr. Saros sent our way a couple of weeks ago. I have looked at it, in great detail. Certainly appreciate the comments and concerns, and wherever we can take into account and address whatever your issues are, I would say namely with the $4 million and whatnot, we will do our very best to make sure we account for those issues.

MR. SAROS: Can I just speak to that for a moment? And this time just a moment.

MS. ELHASAN: I am going to start my --

MR. SAROS: Give me 60 seconds.

CHAIRPERSON DeHART: You used to have a time limit with the City Council for three minutes.

MS. ELHASAN: Well, he said 60 seconds. We are going to hold his feet to the fire.

MR. SAROS: My overall concern, everyone received a copy of it, right, from the Board that I just sent it to the Board and, of course, to yourself.

My overall concern of that, and it has actually become even almost more of a concern to me, is that the language, and I totally trust you can do this, is that the language in there, you know, three, four years from now, we are all sitting around this table, and we all know what we are talking about. But we are

always going to be held responsible for what that written word was, and what, you know, we signed and voted on. And at that point maybe many of us are gone or whatever it may be. So I just -- any of those -- the documents that talk about the previous -- I don't know why they are in the settlement agreement. It's large, like I gave the example of the GMP, that just stuck out at me because it just really was disturbing to me that the previous administration never -- never told us this was an estimated GMP. It was brought to us as this is the number. You are dealing with 220 million in construction.

CHAIRPERSON DeHART: GMP's normally aren't estimated.

MR. SAROS: Yeah. So and then what that document says when we got our initial GMP, it was this, and then we stopped the project when the final GMP came in. And although I guess that might be technically true, that is certainly not what -- how this body operates. So I just hate to have that kind of language in this new agreement.

I mean, I can say the same thing I guess a different way, just saying that when the -- when -- some point in time when the previous administration came before this body and said, we are substantially

overbudget, and we need to -- we just found that out, we need to stop this for a 30- to 60-day period until we can get our arms around it, even though it might be exactly the same thing, I am so much more comfortable with that, because the other way, it is like we approved it. It says basically there like, or at least gives the impression, that we approved an initial GMP waiting for a final GMP. And so I mean that would just be the -- that would be an example of what I would like to see eliminated in that agreement. That's it.

MS. ELHASAN: And fortunately or unfortunately, that is what the agreement contemplated. And the reason for that is because, as you know, there are bonds you needed to break ground by a date certain. And that's what really prompted the quickness of breaking ground without the actual gross maximum price. And I get your point about semantics, you know --

MR. SAROS: Yeah.

MS. ELHASAN: -- and how significant that is to you. I will say this. It is very typical to have sort of a background overview in the recitals of any agreement, just to give sort of a scope of where we were, where we are at, and why we are where we are now. Those really don't have a binding effect or impact. I get it, from your perspective, that it is somewhat

offensive because there is certain things that you feel you knew and didn't know, yet the terms of the recitals sort of contemplate that you have made these decisions throughout. So like I said, we will do our very best to, you know, finesse that, if you will, in such a way that is not so directly offensive, will be indirectly offensive.

MR. SAROS: And I totally understand that, as this body does, but given the situation that we ultimately were all put through, I will just speak for myself, I am very gun shy about signing something now that kind of repeats something that was inaccurate. When I say inaccurate, whether or not that was an initial GMP to ultimately have a final GMP, I can say that that was never presented to us in that light. So when you walk in with a stack of papers this high, many of which we got, you know, at the very last minute, and counsel at that time, our counsel, is saying, you know, this is what it is going to cost, $220 million, we, of course, entrusted in that. And now it turns out that perhaps in those documents, it didn't exactly say that, for the reasons that you stated, we are trying to beat deadlines. I am very gun shy about now signing a new document that repeats that that's what happened when we know it didn't. So if we -- if that can be said a

different way, I understand you have got to have the recitals to say this is why we are where we are at, but just the example I gave, I mean, just something where when we found out that we were over that GMP of $220 million, we were asked to stop the project. And that was the other thing is that I guess technically we did stop the project because we were the ones that had to stop the project. But, you know, we -- a visit was made by our former Chief of Staff, who came down and said basically you guys need to stop this project, and here is why. I mean, it wasn't, you know, here is the information, you guys make the decision. But again, if you read it, it says that we stopped the project. Now I know we did because we were the only body that --

MS. ELHASAN: You are the contracting party.

MR. SAROS: -- could, but maybe even the term "by advice of counsel" or something along those lines.

MS. ELHASAN: It is presumed. I will just say this, and when I looked at your note, I made this note in the margin, the Charter requires Corporation Counsel to represent the boards and the agencies and the departments of the County. So just by that language in and of itself, we represent this body. And, of course, it is on the advice of counsel. And I don't think anybody sitting around this table would

enter into any agreement that would not be based on the advice of counsel.

MR. SAROS: Right.

MS. ELHASAN: So that's presumed. You are not going to include in every provision that "by the advice of counsel." You know what I mean? So it is contemplated and presumed.

MR. SAROS: No, and I know you are so right, and I am really sorry to beat this up but, you know -- and I know you are so right when you are educated to the process. But when the media, who is not educated to the process, and the general public, who is not educated to the process, reads the statement that says the Building Authority did X, then that is what is in that document and that's what is believed to be. And obviously, I did it in there and said it and wasted everyone's time last meeting and said it over and over and over again. And I just have a real problem saying that -- I mean, Eileen and I were shocked at the questions we had to answer. I mean shocked. We go, no, where did that come from? So -- and I am not in any way, shape, or form saying even with the previous administration, that that was done on purpose. But the people that FOIA'd these records do not have the -- obviously the knowledge that you and maybe everyone

else that's sitting around this table has. So I would just like to, wherever you can, clean that up to the point that it doesn't at least give the perception that we unilaterally, as a Building Authority, made these, you know, decisions. Even though I completely agree with what you said. In a court of law, it definitely would, but we are in the court of public opinion. And I truly believe that this -- when it is announced that we are doing this project again, this is going to be front page news all over again. One, that we hired the same contractor that we were suing. Now, I personally think that that is a really smart decision. That's my personal point of view, given all of the reasons we have talked about. But to not think that we are going to get -- meaning the whole county, everyone else that's involved in this, is going to take a lot of criticism for this, we would be really naive, and I think we better have some really good answers, because the stuff is going to get FOIA'd again, and then I just don't want to see where the Building Authority made this decision when, in fact, we are all making that decision. And if I am overly sensitive to it, my apologies, but I think we have a right to be overly sensitive to it.

MS. ELHASAN: And I believe the Contract of

Lease, as you will soon see, addresses a lot of your concerns.

CHAIRPERSON DeHART: And the bottom line is we don't want to make the headlines on the front page above the fold unless we know why we are there.

MS. ELHASAN: Yes. And unfortunately, as you all know, I am not telling you something you don't know, we can't control media headlines.

CHAIRPERSON DeHART: Certainly.

MS. ELHASAN: And certainly can't control what they report on and how they report it. The only thing we can do is hopefully do a better job of making sure that the roles and responsibilities are adequately crafted in such a way that not just the lawyers understand it, but rather the parties also.

CHAIRPERSON DeHART: Personally, if I get any phone calls, I am going to refer them to either you or Mr. Parker.

MS. ELHASAN: Felicia said she will take all the calls.

MR. HOFFMAN: I have spent a lot of time in the media and around the media. I think this will actually be spun as a fairly positive resolution of a long-standing issue that has been a mess in County government and in the region, and a building sitting

empty waiting for whatever. So I think with a little bit of thinking through talking points and developing the messaging, I think this can be -- can be told as a very favorable story. And particularly if the principals sit down with the editorial boards and some of the community leaders and others prior so that there's a choir supporting the -- supporting the homily.

MR. SAROS: I think you are absolutely right. But also, you have to know who is sitting on the other side of the table. And the Gilbert organization, who wants to -- wants that property, and I would if I were them, too, it is right next to their -- the Greektown Casino. It is their largest asset. They have a media organization that is second to none. And we can -- we are going to spin it the right way. I think this is the correct decision. Go on record saying that. But there is -- it is going to really be a controversial subject.

The other day, as an example, I wanted to know, as you know, I wanted to ask you this, if this is true or not, and this Flint water disaster, one of the newscasts that I was listening to said that there is a commonality between the Wayne County Jail project and the Flint disaster. And that's that the same

contractor, and they mentioned AECOM, was used in that -- in that contract or that situation, as well. Do we know if that's accurate.

MS. ELHASAN: We saw the same story, and we reached out to AECOM, and actually sent them the link and said, can you give us some information on this? They were not aware of any issues or what -- I still don't have really a full response to that inquiry, but when we get it, we will provide it.

MR. SAROS: Just, I mean, you know, we all know the difference between, you know, reality and perception, and because our -- we had 12 meetings during that period of time, of which I think eight were canceled, because the way it flows to us, it looked as though, you know, the Building Authority had canceled seven or eight meetings, when, in fact, we have never canceled a single meeting, and it was canceled by the previous administration, probably for good reason. However, it read because of the way the documents flow that the Building Authority canceled those meetings, which made us look like we were not doing our jobs. And so that's all I am trying to do. I mean -- or that's all I am trying to say is anywhere where you can say the same thing a little bit differently would be appreciated. I know it is the same thing. Yes.

But --

MS. ELHASAN: Duly noted, and I certainly appreciate your concerns. And we will take as much as we can into account and make whatever changes are necessary.

MR. SAROS: That would be great. Thank you.

MR. VASLO: Wow. 59, 60. Amazing.

MS. ELHASAN: I don't know what stop watch you were using.

CHAIRPERSON DeHART: I think we have discussed it.

Item 2, Discussion of Articles of Incorporation.

MS. ELHASAN: So when I was pulling whatever documents I needed to pull to discuss the Contract of Lease, I went online on the Building Authority's website, that is on the County website, and I pulled the Articles of Incorporation that this body utilizes. And the only version that is posted online is a version that is signed by the Clerk dated January 28, 2011. Okay.

I later learned from Commission Counsel that there were subsequent Articles of Incorporation which were resolved on March 15, 2012.

Now, I went through, before I realized that

the changes were in all caps, thank you, Felicia, I went through line by line of the articles, and compared the two, and recognized that Section 10 and Section 11 of the March resolved articles are what's changed. And those changes are, just for the record, and I would recommend that whatever was resolved as the new articles, I assume should be the ones that are utilized by this body, the changes are in Section 10. It currently reads, "The books and records of the Authority, the Commission and officers and agents thereof, shall be open to inspection and audit by the County," the additional language is as follows, "and the Wayne County Legislative Auditor General at all reasonable times. The Authority shall obtain an annual external financial audit in the manner provided by the Uniform Budgeting and Accounting Act, Act 2, of the Michigan Public Acts of 1968," this is old language, "The Authority shall submit an annual report," new language, "and a copy of the annual audit to the County and the Wayne County Commission." Okay.

Section 11 adds, "The Authority shall adopt policies and procedures for contracting and procurement that at a minimum shall require competitive bidding and awarding of all contracts and procurements, and shall be designed to get the most value for each dollar."

Those are the additions. I just want to make sure that this body is aware of those new requirements. And these articles should, in fact, be posted on the website as the articles that this body has instituted under.

Were these filed with the State?

MS. JOHNSON: At the time, the Commission was not responsible for filing. That was something that was handled through Steve Collins. So I can't answer that question. And that was the question mark I was trying to raise with you, because we never get them back. So we assume that once we adopt them, that those parts responsible follow through. And I don't know the answer to that.

CHAIRPERSON DeHART: Would it be an issue if they were refiled? If we filed them --

MS. ELHASAN: If they were filed with the State --

CHAIRPERSON DeHART: -- we can pull them from the --

MS. ELHASAN: You would -- I would just check on the State's website to see if they were filed. And if they were not, they should obviously be filed.

CHAIRPERSON DeHART: And they would have been filed with Licensing and Regulation?

MS. ELHASAN: Yes.

CHAIRPERSON DeHART: That would be easy to check to see if they were.

MR. HOFFMAN: Do you have the language that you just read?

MS. ELHASAN: Yeah, I will circulate this.

MS. DASKAS: Yeah, because I don't have that copy.

CHAIRPERSON DeHART: If you give her a copy and she can e-mail it to us.

MS. ELHASAN: Yeah, the policies and procedures I think account for the procurement if they don't. Yeah. Okay.

MR. HOFFMAN: The question on procurement, is that entirely consistent with County procurement policy?

MS. DASKAS: Yes.

MS. ELHASAN: Yes.

CHAIRPERSON DeHART: Any other questions?

(No response.)

CHAIRPERSON DeHART: Hearing none --

MR. HOFFMAN: Is there anything we need to do?

MS. ELHASAN: I would just -- I mean, I think maybe Audricka can handle that piece with DOT, but

these articles, once we determine whether they have been appropriately filed with the State, should be the articles that are posted online.

CHAIRPERSON DeHART: Mary Anna, I saw you nodding your head. Will you take care of checking that?

MS. DASKAS: Absolutely.

CHAIRPERSON DeHART: Thank you.

Okay. Any other discussion?

(No response.)

CHAIRPERSON DeHART: Hearing none, any public comment?

(No response.)

CHAIRPERSON DeHART: Mr. Parker, thank you for joining us.

MR. PARKER: Thank you, Madam Chair.

CHAIRPERSON DeHART: And hearing no public discussion, is there a motion to adjourn?

MR. HOFFMAN: So move.

MR. HUSSEIN: Support.

CHAIRPERSON DeHART: There is a proper motion and support.

All those in favor?

(In unison): Aye.

CHAIRPERSON DeHART: All right. Opposed?

(No response.)

CHAIRPERSON DeHART: Motion carries.

We stand adjourned. Thank you all.

(The meeting was concluded at 10:35 a.m.)

CERTIFICATE OF REPORTER

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I HEREBY CERTIFY that I reported stenographically the foregoing proceedings and testimony under oath at the time and place hereinbefore set forth; that thereafter the same was reduced to computer transcription under my supervision; and that this is a full, true, complete and correct transcription of said proceedings.



Rhonda M. Foster,

CSR 3612

Notary Public

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