

**NOTICE OF SEMI-MONTHLY COUNTY BOARD MEETING
And AUDIT/FINANCE MEETING**

PLEASE TAKE NOTICE that the Schoolcraft County Board of Commissioners will meet on **Thursday, July 25, 2024**, in the District Courtroom of the Schoolcraft County Building, Manistique, Michigan, commencing at **5:00 P.M.** The following is the proposed Agenda:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Minutes: July 11, 2024, Board and Audit-Finance Meeting

5. Approval of agenda
6. Public Hearings
7. Brief Public Comment
8. Old and unfinished business
9. New Business:

Indian Lake/Gulliver/McDonald Lake Authority Update
Resolution Gulliver/McDonald Authority Boards
Commission on Aging Board Appointment
Kroger – National Opioids Settlement Acceptance
Audit/Finance Committee Recommendations/Action Items

10. Committee and department reports
11. Announcements and notices
12. Public Comment
13. Commissioner’s Comments
14. Communications
15. Audit Claims and Vouchers
16. Budget Adjustments
17. Adjournment

And, to take up and consider any other matter which may lawfully come before the Board at this time.

Paul Walker _____

Paul Walker, Chairperson
Schoolcraft County Board of Commissioners

Craig Reiter _____

Craig Reiter, Chairperson Audit-Finance
Schoolcraft County Board of Commissioners

Public may view this meeting via zoom (listening purposes only) no public comment or interaction via zoom.

Join Zoom Meeting
<https://us02web.zoom.us/j/5117745749>

Meeting ID: 511 774 5749
Passcode: 987456

**SCHOOLCRAFT COUNTY BOARD OF COMMISSIONERS
BOARD MEETING and AUDIT/FINANCE MEETING**

The Schoolcraft County Board of Commissioner’s Board Meeting / Audit Finance Meeting met on Thursday, July 11, 2024, in the District Courtroom of the Schoolcraft County Building, City of Manistique, Michigan. Chairman Paul Walker called the meeting to order at 5:00 p.m. The roll was called with the following members present and/or absent:

Present: Commissioner Craig Reiter
 Commissioner Bruce Birr
 Commissioner Troy Bassett
 Commissioner Paul Walker
 Commissioner Daniel P. Hoholik
 Schoolcraft County Clerk Beth A. Edwards

Absent: None

Chairman Paul Walker led the Schoolcraft County Board of Commissioners and the members of the audience in the Pledge of Allegiance to the Flag of the United States of America.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Bruce Birr to approve the minutes of the June 27, 2024, Board and Audit-Finance Meeting of the Schoolcraft County Board of Commissioners. The motion carried by unanimous aye vote of the Board members present. [Copies of minutes are available at the Office of the Schoolcraft County Clerk.]

Chairman Paul Walker asked if there were any additions, deletions, or corrections to the printed agenda. Commissioner Craig Reiter asked to add Closed Session – Sale of County Property added to the agenda. **It was moved** by Commissioner Bruce Birr and was seconded by Commissioner Craig Reiter to approve the amended agenda. The motion carried by a unanimous aye vote of the Board members present.

“Public Hearings”: None

“Brief Public Comment”: Timothy Russell, Manistique Public Safety Director, discussed the Bandshell Roof and opposition to utilizing the committed ARPA EMS Training funds.

“Unfinished Business”: None

“New Business”:

Indian Lake Authority / Gulliver Lake Authority / McDonald Lake Authority Updates: Circuit Court Hearing were held in Circuit Court July 11, 2024, for all three lakes.

Amy Dolinky, Technical Advisor for Opioid Settlement Funds, from Michigan Association of Counties, presented the ability of the County Board to ask for assistance from MAC regarding the Opioid Settlement Funds free of charge and reviewed possible options.

Victoria George, STC Executive Director, reviewed the Welcome to Schoolcraft County Packet and requested input regarding other information that may be added.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Bruce Birr to approve the USDA Unified Branding Grant in the amount of \$65,000 including the Letter of Intent, Request for Obligation of Funds, Rural Business – Cooperative Service Financial Assistance Agreement, and other documents needed for submission and authorize Paul Walker, Board Chairman, to sign documents. The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Craig Reiter and was seconded by Commissioner Troy Bassett to approve the 5% increase (\$2,535.55 per year) for John Shiner, Magistrate, effective April 23, 2024 which is the date of the completion of the 90 day probationary period. The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Craig Reiter and was seconded by Commissioner Troy Bassett to approve the FOPLC Union Contract (January 1, 2024, through December 31, 2026) and authorize signatures by Paul Walker, Board Chairman, and Sheriff Charles C. Willour. The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Paul Walker and was seconded by Commissioner Daniel P. Hoholik to approve the submission of the FY25 Crime Victims Rights Grant Application in the amount of \$12,919 with no local match. The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Paul Walker and was seconded by Commissioner Troy Bassett to approve the purchase of materials to replace the roof at the City of Manistique Bandshell in the amount of \$4,840.96 to be paid from ARPA Funds. The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Daniel P. Hoholik to advertise for bids for the 39.8 acres of land on Duck Inn Road owned by Schoolcraft County with a minimum bid of \$1,430 per acre. There was discussion. Motion was withdrawn.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Daniel P. Hoholik to return the Duck Inn Road Property owned by Schoolcraft County to Audit/Finance Committee to obtain an appraisal of the property. The motion carried by a unanimous aye vote of the Board members present.

It was moved by Commissioner Paul Walker and was seconded by Commissioner Troy Bassett to approve UP Engineering and Architects engineering bid for engineering services for new dam gate motors and installation at the Carpenter Dam in the amount of \$3,500 to be funded from over revenues and will be paid back by the water district assessment once established.

It was moved by Commissioner Bruce Birr and was seconded by Commissioner Troy Bassett to approve the 911 Repeater Tower Refit as requested by Sheriff Willour with an approximate cost of \$2,700 to be paid from the 911 fund. The motion carried by a unanimous aye vote of the Board members present.

Reports, the following matters were heard:

Commissioner Daniel P. Hoholik: attended Building/Grounds & Airport Committee, Personnel Committee, Indian Lake Authority, and Indian Lake Circuit Court Hearing meetings.

Commissioner Craig Reiter : attended Community Action, Mueller Township, Indian Lake/Gulliver Lake/McDonald Lake Circuit Court hearings, and Audit/Finance Committee meetings.

Commissioner Paul Walker: attended Manistique City Council and Audit/Finance Committee meetings.

Commissioner Bruce Birr: attended Manistique City Council meeting.

Commissioner Troy Bassett: attended Building/Grounds & Airport Committee, Personnel Committee, and Indian Lake Authority meetings.

Cory Barr commented on the State and Federal Grants for projects in the City of Manistique and the great turnout for the 4th of July.

Steve Videtich stated the QT Pod started replacing the new credit card system at the Airport on Monday and MDOT required an emergency shutoff be install which will be an additional \$1,700.

Timothy Russell stated the City of Manistique will be picking up their new car on Thursday of next week, the pumper truck for Manistique Township is on it's way, a new ambulance is being specked, and still working with USDA for a 2nd patrol car.

Corey Barr stated that the Ambulance Committee meeting will be set up sometime in August.

Announcements and Notices: None

Public Comment: None

Commissioner's Comment: Bruce Birr stated that he had someone express that the walking distance for the parade was too long.

Paul Walker reminded everyone that Folk Fest was this weekend Meg Wnuk was name 2024 Folk Hero.

Troy Bassett advised that the Medical Examiner Contract is up next year.

Communications: None.

At 6:25 p.m., meeting was turned over to Daniel P. Hoholik, Audit-Finance Chairman.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Paul Walker to approve the claims and vouchers numbered **8443 through 8612**, inclusive. There was discussion. The motion carried by unanimous aye vote of the Board members present.

At 6:26 p.m., the meeting was turned back over to Chairman Paul Walker. Chairman Paul Walker asked if there was any further business to come before the Board.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Bruce Birr to adjourn. The motion carried by a unanimous aye vote of the Board members present.

Chairman Paul Walker adjourned the Board and Audit Finance Meeting at 6:26 p.m.

Beth A. Edwards, County Clerk

Approved: _____

DRAFT

Re: Schoolcraft County Commission on Aging

Good morning/afternoon:

I'm writing to express an interest in joining your Board of Directors.

I understand through personal experience that the Senior Center is an extremely important part of the Manistique community and surrounding areas.

I'm a transplant from Florida having moved here three years ago to be with family. The staff at the Senior Center were/are warm and welcoming, helping me to "find my way" in my new hometown.

I've had experience as president of the Haines City Chamber of Commerce and sat on that board for many years. I've also been on the Rotary board. And I owned and operated a small printing company that had from 22 to 14 employees, from 1988 through 2005 when I sold the company.

I really love the senior center and it's staff and would always have it's best interests in my mind and heart.

Thank you for your consideration,

Bobbi

Bobbi Freeman
163 North Cedar Street
Manistique, Michigan 49854
863-604-9087
bobbifreeman@gmail.com

Schoolcraft County Commission on Aging Board Meeting Minutes

Tuesday, June 18, 2024, at 9:00 a.m.

1. **CALL TO ORDER:** Meeting was called to order by Don Erickson, Director, at 9:15 am.

2. **ROLL CALL:**

Susan Hinkson, Chair
Judy Lucas

Kent LaCroix, Vice-Chair

Dan Barber

OTHER: Don Erickson, Director; Bruce Birr, County Commissioner

EXCUSED:

ABSENT: Dan Barber

3. **APPROVAL OF AGENDA:**

Motion to approve agenda with additions made by Judy Lucas; seconded by Sue Hinkson.

4. **PUBLIC COMMENT ON AGENDA ITEMS ONLY:**

None.

5. **APPROVAL OF MINUTES: May 21, 2024-Regular Meeting Minutes**

Motion to approve meeting minutes made by Kent LaCroix; seconded by Judy Lucas. All In Favor.

6. **RECEIVE FINANCIAL REPORT AS WRITTEN:**

Motion to receive financial report made by Judy Lucas; seconded by Kent LaCroix. All In Favor.

8. **UNFINISHED BUSINESS:**

a. **Homemaker Aide Position**

Erickson stated two aides have been hired, Rebecca Fletcher and Leona Lambert. Rebecca has already started working with clients and Leona is set to begin her orientation next week and will begin working with clients in early July.

b. **New Office Employee**

Erickson explained the job description for the Activities Director is completed. The details of the job including benefit details were discussed.

Motion to authorize the director to post for the new Activities Director position at full time with benefits at \$15 an hour made by Kent LaCroix; seconded by Sue Hinkson. All in Favor.

c. **Keyless Entry**

Erickson stated DSTech sent a message saying because the Senior Center was not an existing customer they would not come out to install the keyless entry on the front door. Erickson further explained Dan Edwards has stated he would like to submit a quote to complete the job. Erickson will keep the board updated.

d. **Lawn Care Program**

Erickson updated the board on the newly instituted lawn care program. He explained he has 32 clients and a total of \$1,575 has been reimbursed to date. He also stated the average age of participating clients is 76.

9. NEW BUSINESS:

a. Letter of Interest

Erickson explained he received a letter of interest for the SCCOA Board from Bobbi Freeman. A discussion was had and all board members agreed Bobbi would be a great fit for the board.

Motion was made to accept Freeman's letter of interest and recommend her approval to the Schoolcraft County Board of Commissioners, made by Kent LaCroix; seconded by Judy Lucas. All in Favor.

b. Walking Club

Erickson explained the new Walking Club will meeting for the first time on Friday, July 12th at 2:00 pm. The group will be walking from the Senior Center and will walk approximately a ½ mile and will gradually increase the distance each week as the group feels comfortable.

c. CD with Limestone

Erickson stated the CD with Limestone is maturing on 6/20/24 and the board will need to make a decision to either keep the funds or roll over with the newer rates. He explained the current rates are as follows: 9 month-4.95%, 12 month-5.25%, 14 month-5.35%, and 18 month-4.5%.

Motion made to roll the certificate of deposit at Limestone Federal Credit Union over into a 14 month CD with a rate of 5.35% made by Kent LaCroix; seconded by Judy Lucas. All in Favor.

10. BRIEF PUBLIC COMMENT

Sue Hinkson stated after volunteering at Bingo she has seen the need to change the SCCOA board meeting dates to a different day than Tuesday. After much discussion, the board decided to move the monthly dates to Monday.

Motion made to change the monthly SCCOA board meeting dates to the third Monday of each month made by Sue Hinkson; seconded by Kent LaCroix. All in Favor.

11. UPCOMING ACTIVITIES-PAST ACTIVITIES-COMMITTEE REPORTS

a. Staff AED Training – May 30th 3:30 pm

Don Erickson thanked Elizabeth Ross and Ann Bradshaw for coming to lead the AED training for Senior Center staff. He stated everyone learned something and enjoyed the training.

b. CPR Training – June 6th 1:00 pm

Erickson again thanked Elizabeth Ross and Ann Bradshaw for leading the CPR training on June 6th for the public. All participants were very thankful for the refresher.

c. Senior Scams w/ AG Nessel – June 14th 10:00 am – 11:30 am pm

Erickson explained the visit from Michigan State Attorney General Dana Nessel was a resounding success. She gave an extremely informative presentation on scams that affect seniors throughout the state and stuck around to answer some questions and grab a quick group photo.

d. Page Turners Book Club – June 19th 2:00 pm

The second meeting of the Page Turners Book Club will be June 19th at 2:00 pm right at the Senior Center. The group will be discussing the first book read, which was Remarkably Bright Creatures by Shelby Van Pelt. The group will be receiving the next book, The Blue Flame by Nathan Shore.

e. Trivia Night – June 20th 4:00-6:00 pm

Erickson said the trivia night was cancelled due to scheduling conflicts. He hopes to reschedule in the near future.

f. Mobile SoS Office – June 25th 10:30 – 2:30

The Mobile Secretary of State office will be returning to the Senior Center on June 25th. Erickson reminded the board they can get any business done at the mobile office that can be done in the brick-and-mortar with the exception of instant titles.

g. Volunteer Appreciation Dinner – June 27th 4:00-6:00 pm

Erickson again reminded the board the yearly volunteer appreciation dinner will be June 27th and he hopes all will be able to attend. He asked that anyone interested please RSVP as soon as possible.

h. Senior Center Closed – July 4th

Erickson stated the Senior Center will be closed on July 4th in observance of Independence Day.

i. Movie Day Fatherhood – July 11th 1:00 pm

Erickson explained the next movie day will be July 11th starting at 1:00 pm and the movie will be Fatherhood starring Kevin Hart.

j. Walking Club – July 12th 2:00 pm

Erickson reminded the board the first Walking Club will meet on Friday, July 12th at 2:00 pm.

12. ANNOUNCEMENTS & NOTICES

Sue Hinkson explained she will check to see if she can help out at Bingo while Erickson is on vacation in July.

13. ADJOURN MEETING: Motion to adjourn at 9:59 am made by Kent LaCroix; seconded by Sue Hinkson. All in Favor.

And to take up and consider any other matter which may lawfully come before the Board at this time.

Don Erickson, Director, Recording Secretary for this meeting.

The next SCCOA Meeting is scheduled for Monday, August 19, 2024, at 9:00 AM.

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Schoolcraft County, MI
Reference Number: CL-793677

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with Kroger ("*Settling Defendant*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because Michigan is participating in the Kroger settlement.

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.

The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com,

or Assistant Attorney General Matt Walker at 517-335-7632 or WalkerM30@michigan.gov.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

Subdivision Participation and Release Form

Governmental Entity: Schoolcraft County	State: MI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National



Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.



11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



MICHIGAN STATE-SUBDIVISION AGREEMENT FOR ALLOCATION OF KROGER SETTLEMENT AGREEMENT

The People of the State of Michigan and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the pharmaceutical industry. The conduct of such Pharmaceutical Entities has caused, or contributed to the existence of, a public nuisance associated with the opioid public health epidemic.

The State, through its Attorney General, and Litigating Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold the Pharmaceutical Entities accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance by seeking compensation for past damages and imposing the equitable remedy of nuisance abatement. The State and Litigating Local Governments litigated their claims in their proprietary, sovereign, and quasi-sovereign capacities. This State-Subdivision Agreement Applies to National Settlement (“Settlement”) reached with Kroger Co. (“Kroger”), one such pharmaceutical retailer entity.

To allocate monetary payments received from Kroger Co., the State and Litigating Local Governments agree to the following State-Subdivision Agreement:

I. Definitions

As used in this Memorandum of Understanding (“MOU”):

- A. “Actual Attorney Fees” are the aggregate contingent fees paid to a Local Litigating Attorney for work performed for a Litigating Local Government for the Settlement and associated litigation, based on a Litigating Local Government’s Actual Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlement.
- B. “Actual Total Recovery” is the aggregated monetary recovery that an individual Litigating Local Government receives, based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share.
- C. “De minimis-share Local Government” is a Participating Local Government whose Final Allocation Percentage is less than .0011%.
- D. “Final Allocation Percentage” is a Participating Local Government’s Allocation Percentage as modified by the Litigation Adjustment.

Attached as Exhibit A is the Final Allocation Percentage for each Local Government.

- E. “Litigating Local Government Attorneys” are the law firms who were retained by the Litigating Local Governments.
- F. “Litigating Local Government Attorney Fee Fund” (“LLGAFF”) is an annually adjusted percentage of the Local Government Share set aside for Projected Attorney Fee installment payments.
- G. “Litigating Local Governments” are the entities indicated as litigating in Exhibit C of this agreement.
- H. “Litigation Adjustment” is an adjustment applied to the Preliminary Allocation Percentage.
- I. “Local Government Share” is the portion of the Settlement Payments payable to Participating Local Governments pursuant to this State-Subdivision Agreement.
- J. “Local Governments” are the entities located within the geographic boundaries of the State of Michigan and identified in the Exhibits that identify the eligible Local Governments of the Settlement.
- K. “National Contingency Fee Fund” are the individual Contingency Fee Funds established in the Settlement to compensate Litigating Local Government Attorneys.
- L. “National Fund Administrator” is the Settlement Fund Administrator as defined by the Settlement.
- M. “Opioid Remediation” is the term as defined by the Settlement.
- N. “Participating Local Governments” are the Local Governments who have signed a Participation Agreement for the Settlement.
- O. “Parties” are the State and the Litigating Local Governments. The singular word “Party” shall mean either the State or Litigating Local Governments.
- P. “Pharmaceutical Entities” are the “Released Entities” as defined by the Settlement.
- Q. “Preliminary Allocation Percentage” is the percentage listed for a Participating Local Government in Exhibit B of this agreement.

- R. “Projected Attorney Fees” are the anticipated contingent fees paid to a Litigating Local Government Attorney for work performed for a Litigating Local Government for the Settlement and associated litigation, based on a Litigating Local Government’s Projected Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlement.
- S. “Projected Total Recovery” is the aggregated monetary recovery that an individual Litigating Local Government is projected to receive based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share.
- T. “Settlement” is the Kroger Co. National Settlement Agreement related to opioids and entered by the State of Michigan.
- U. “Settlement Payments” are scheduled monetary payments received through the Settlement.
- V. “State” is the State of Michigan acting through its Attorney General or her designees.
- W. “State Share” is the portion of the Settlement Payments payable to the State pursuant to this State-Subdivision Agreement.

II. Terms

1. Participation in Settlement: The Parties agree that to participate in the Settlement, Local Governments must execute a Participation Agreement.
2. Opioid Remediation: All Settlement Payments shall be utilized by Participating Local Governments and the State for Opioid Remediation, except as otherwise allowed by the Settlement. A minimum of 70% of Settlement Payments must be used solely for future Opioid Remediation.
3. Distribution:
Settlement Payments are allocated as follows:
 - 50% of Settlement Payments to the Local Government Share
 - 50% of Settlement Payments to the State Share

4. Local Government Share Offset: Prior to Participating Local Governments receiving their Final Allocation Percentage of the Local Government Share, amounts will be deducted for the following funds:
 - Litigating Local Government Attorney Fee Fund
5. Litigation Adjustment: The Parties recognize that the Litigating Local Governments expended time, resources, and assumed risk in the pursuit of litigation against the Pharmaceutical Entities. In recognition of this commitment and contribution, the Litigating Local Governments are entitled to a Litigation Adjustment of 10%.
6. Accelerated Participation Payments: Prior to the distribution of the State Share, the National Fund Administrator shall allocate the Projected Total Recovery for all De minimis-share Local Governments from the State Share to those De minimis-share Local Governments. This allocation shall be made in the first Settlement Payment. In subsequent Settlement Payments, the National Fund Administrator shall direct distributions of all De minimis-share Local Governments to the State Share.
7. Non-Participant Reallocation: If a non-county Local Government does not participate in the Settlement, then that non-county Local Government's share shall revert to the county(ies) in which it is located. If a county Local Government does not participate in the Settlements, that county's share shall be reallocated to the Participating Local Governments.
8. Litigation Costs: To the extent that Litigating Local Government Attorneys receive cost reimbursement from the National Contingency Fee Fund, then such reimbursed costs shall be deducted from any remaining entitlement to costs as provided under individual retention agreements.
9. Attorney Fees:
 - a. Attorney fee payments shall be paid from the LLGAFF, but only in years where Settlement Payments to the Local Government Share are greater than \$0.00.
 - b. Projected Attorney Fees shall be calculated as no more than 15% of an individual Litigating Local Government's Projected Total Recovery, as previously agreed upon in the Michigan State-Subdivision for the Distributor and Janssen Settlements. Projected Attorney Fees shall be paid in equal installments over

the shorter of: (i) the first seven Settlement Payments; or (ii) the total number of Settlement Payments.

- c. Litigating Local Government Attorneys must apply to the National Contingency Fee Fund and seek the maximum allowable contribution to their fee. To the extent that a Litigating Local Government Attorney applies to the National Attorney Contingency Fee Fund and the National Attorney Contingency Fee Fund does not pay the Projected Attorney Fee annual installment payment, the LLGAFF shall pay the deficiency for that year. The total of all deficiency payments shall be no more than 5% of the Litigating Local Government's Projected Total Recovery. If a Litigating Local Government Attorney does not apply to the National Attorney Contingency Fee Fund, the LLGAFF shall not pay any deficiency. A Projected Attorney Fee payment from the LLGAFF may not exceed any restrictions in the Kroger Settlement Agreement pertaining to the amount of settlement funds that may be allocable to non-Opioid Remediation purposes from each of those settlements.
 - d. Actual Attorney Fees shall be no greater than 15% of a Litigating Local Government's Actual Total Recovery.
 - e. If a Litigating Local Government's Actual Total Recovery is less than the Projected Total Recovery, the Litigating Local Government Attorney shall return the amount received that is greater than 15% of the Litigating Local Government's Actual Total Recovery.
 - f. The Parties shall endeavor to reconcile any timing discrepancies between fee payments from the National Contingency Fee Fund and the LLGAFF to assure payment of a 15% Attorney Fee.
10. Allocation of Remaining Local Government Share: The remainder of the Local Government Share after offsets shall be distributed to Participating Local Governments in accordance with each Participating Local Government's Final Allocation Percentage.
11. Escrow Agent: An Escrow Agent shall be agreed upon by the State and a majority of the Litigating Local Governments to administer the distribution of the Local Government Share and all funds contained within it pursuant to this State-Subdivision Agreement. The Escrow Agent shall be entitled to a reasonable fee for their services, which shall be paid solely from the Administrative Fund. Alternatively, the

Parties may explore whether the Escrow Agent's role can be fulfilled by the Settlement Fund Administrator as that term is defined in the Settlement.

12. Reversion to Local Government Share:

Any amounts remaining in the LLGAFF after paying the Projected Attorney Fee annual installment payment shall revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage. Any amount reverted to the Local Government Share shall be distributed no later than the next Settlement Payment.

III. Other Terms and Conditions

1. Governing Law and Venue: This Agreement will be governed by the laws of the State of Michigan. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Michigan.
2. Modification: This Agreement may only be modified by a written amendment between the appropriate Parties. No promises or agreements made after the execution of this Agreement shall be binding unless expressly reduced to writing and signed by the Parties.
3. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
4. Assignment: The rights granted in this Agreement may not be assigned or transferred by any Party without the prior written approval of the other Party. No Party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other Parties.
5. Additional Documents: The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

6. Captions: The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend, or describe the scope of this Agreement or any part of it.
7. Entire Agreement: This Agreement, including any attachments, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject.
8. Construction: The Parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The Parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the Parties.
9. Capacity to Execute Agreement: The Parties represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.
10. Effectiveness: This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

Exhibit A - Final Allocation Percentage
 Michigan State-Subdivision Agreement for Kroger Settlement

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Ada Township	0.0048672491%
Adrian City	0.0377750571%
Alcona County	0.0917940297%
Alger County	0.0863820337%
Algoma Township	0.0019503721%
Allegan County	0.5134781318%
Allen Park City	0.0714291400%
Allendale Charter Township	0.0051691825%
Alpena County	0.3489129359%
Alpine Charter Township	0.0016899367%
Ann Arbor City	0.3078689973%
Antrim County	0.2619106430%
Antwerp Township	0.0008728394%
Arenac County	0.1773263732%
Auburn Hills City	0.0782192126%
Bangor Charter Township	0.0072610498%
Baraga County	0.0815223814%
Barry County	0.2877609956%
Bath Charter Township	0.0357545030%
Battle Creek City	0.2275464953%
Bay City	0.0762853502%
Bay County	1.2109925232%
Bedford Township	0.0274217426%
Benton Charter Township	0.0602971146%
Benzie County	0.1531857055%
Berkley City	0.0238559660%
Berrien County	1.4096709065%
Beverly Hills Village	0.0305750883%
Big Rapids City	0.0162883194%
Birmingham City	0.0685227179%
Bloomfield Charter Township	0.1592123748%
Branch County	0.3754752735%
Brandon Charter Township	0.0198368214%
Brighton Township	0.0006728394%
Brownstown Charter Township	0.0688040827%

Exhibit A - Final Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Final Allocation Percentage
Burton City	0.0220545655%
Byron Township	0.0095435120%
Cadillac City	0.0659406832%
Caledonia Charter Township	0.0030673508%
Calhoun County	1.8175021666%
Cannon Township	0.0036808209%
Canton Charter Township	0.2588321285%
Cascade Charter Township	0.0134789810%
Cass County	0.4053750832%
Charlevoix County	0.2104592719%
Cheboygan County	0.3110680973%
Chesterfield Charter Township	0.1404231620%
Chippewa County	0.2632344876%
Clare County	0.3114103689%
Clawson City	0.0155156244%
Clinton Charter Township	0.6407812266%
Clinton County	0.5306192780%
Coldwater City	0.0085958845%
Commerce Charter Township	0.0221176243%
Comstock Charter Township	0.0094006092%
Cooper Charter Township	0.0010667353%
Crawford County	0.2834713014%
Davison Township	0.0098374672%
Dearborn City	0.3332957021%
Dearborn Heights City	0.1171891580%
Delhi Charter Township	0.0218839116%
Delta Charter Township	0.0451061644%
Delta County	0.2557976495%
Detroit City	7.0043022777%
Dewitt Charter Township	0.0408977189%
Dickinson County	0.2723412578%
East Bay Township	0.0016290902%
East Grand Rapids City	0.0230630052%
East Lansing City	0.1894330764%
Eastpointe City	0.1865525155%
Eaton County	0.9861089866%
Egelston Township	0.0065849019%
Emmet County	0.2016799000%
Emmett Charter Township	0.0090526675%

Exhibit A - Final Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Final Allocation Percentage
Escanaba City	0.0177788333%
Farmington City	0.0244970566%
Farmington Hills City	0.1836539524%
Fenton Charter Township	0.0020606649%
Fenton City	0.0533444252%
Ferndale City	0.0991162992%
Flat Rock City	0.0191064907%
Flint Charter Township	0.0284464008%
Flint City	2.9020480514%
Flushing Charter Township	0.0041632884%
Fort Gratiot Charter Township	0.0105014847%
Fraser City	0.0890810562%
Frenchtown Charter Township	0.0543711838%
Fruitport Charter Township	0.0143781939%
Gaines Township, Kent County	0.0100007209%
Garden City	0.0400666486%
Garfield Charter Township	0.0004523052%
Genesee Charter Township	0.0143994694%
Genesee County	2.0222988370%
Genoa Township	0.0000841049%
Georgetown Charter Township	0.0080112116%
Gladwin County	0.2391684964%
Gogebic County	0.0830544105%
Grand Blanc Charter Township	0.0233387940%
Grand Haven Charter Township	0.0125419639%
Grand Haven City	0.0386762323%
Grand Rapids Charter Township	0.0041785420%
Grand Rapids City	1.3200304570%
Grand Traverse County	0.9068912659%
Grandville City	0.0309223680%
Gratiot County	0.3462222699%
Green Oak Township	0.0357806378%
Grosse Ile Township	0.0238269927%
Grosse Pointe Park City	0.0314891491%
Grosse Pointe Woods City	0.0224396090%
Hamburg Township	0.0377390811%
Hamtramck City	0.1203841279%
Harper Woods City	0.0336018655%
Harrison Charter Township	0.1219869902%

Exhibit A - Final Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Final Allocation Percentage
Hartland Township	0.0003244047%
Hazel Park City	0.0489386342%
Highland Charter Township	0.0195655907%
Highland Park City	0.0260202858%
Hillsdale County	0.4105041237%
Holland Charter Township	0.0193895872%
Holland City	0.1100538894%
Holly Township	0.0027246349%
Houghton County	0.2448207297%
Huron Charter Township	0.0397499656%
Huron County	0.1947177493%
Independence Charter Township	0.0548563932%
Ingham County	2.3483828726%
Inkster City	0.1109546618%
Ionia City	0.0298598458%
Ionia County	0.5396199789%
Iosco County	0.3533723488%
Iron County	0.1212729351%
Iron Mountain City	0.0101053101%
Isabella County	0.6292225146%
Jackson City	0.1940676111%
Jackson County	0.7214737917%
Kalamazoo Charter Township	0.0345755857%
Kalamazoo City	0.2517097496%
Kalamazoo County	2.1830160391%
Kalkaska County	0.1094231355%
Kent County	3.0589085349%
Kentwood City	0.0945959397%
Keweenaw County	0.0044979388%
Lake County	0.0801183868%
Lansing City	0.5838781768%
Lapeer County	0.5261771741%
Leelanau County	0.1361121830%
Lenawee County	0.8666225223%
Lenox Township	0.0074382901%
Leoni Township	0.0060431354%
Lincoln Charter Township	0.0118621201%
Lincoln Park City	0.1055951609%
Livingston County	1.4709098660%

Exhibit A - Final Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Final Allocation Percentage
Livonia City	0.4399745592%
Luce County	0.0702367042%
Lyon Charter Township	0.0040068160%
Mackinac County	0.0604498099%
Macomb County	8.4966206434%
Macomb Township	0.0719075065%
Madison Heights City	0.0959170107%
Manistee County	0.3433049178%
Marion Township, Livingston County	0.0001321649%
Marquette City	0.0208343056%
Marquette County	0.5927501439%
Mason County	0.2736024413%
Mecosta County	0.2207441477%
Melvindale City	0.0345402135%
Menominee County	0.1050220262%
Meridian Charter Township	0.0470569691%
Midland City	0.2009195979%
Midland County	0.3578785428%
Milford Charter Township	0.0042718823%
Missaukee County	0.0666491945%
Monitor Charter Township	0.0029359445%
Monroe Charter Township	0.0079574543%
Monroe City	0.1396991561%
Monroe County	1.6848065467%
Montcalm County	0.6833587090%
Montmorency County	0.0968243729%
Mount Clemens City	0.0334306903%
Mount Morris Charter Township	0.0165482687%
Mount Pleasant City	0.0237786846%
Mundy Charter Township	0.0100221232%
Muskegon Charter Township	0.0239840474%
Muskegon City	0.1161880260%
Muskegon County	1.8759295925%
Muskegon Heights City	0.0332610314%
New Baltimore City	0.0319311246%
Newaygo County	0.5138387494%
Niles City	0.0387681812%
Niles Township	0.0143124958%
Northville Charter Township	0.0920671038%

Exhibit A - Final Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Final Allocation Percentage
Norton Shores City	0.0466449877%
Novi City	0.0974211078%
Oak Park City	0.0689727142%
Oakland Charter Township	0.0182340949%
Oakland County	5.7490446273%
Oceana County	0.2394112823%
Oceola Township	0.0002402998%
Ogemaw County	0.6119980640%
Ontonagon County	0.0554783904%
Orion Charter Township	0.0322086363%
Osceola County	0.2116637545%
Oscoda County	0.0652460081%
Oshtemo Charter Township	0.0082672044%
Otsego County	0.3122434453%
Ottawa County	0.9856052443%
Owosso City	0.0399032918%
Oxford Charter Township	0.0146649465%
Park Township, Ottawa County	0.0046131297%
Pittsfield Charter Township	0.0279734296%
Plainfield Charter Township	0.0097865852%
Plymouth Charter Township	0.0411431450%
Pontiac City	0.3308657333%
Port Huron Charter Township	0.0095929414%
Port Huron City	0.1731886027%
Portage City	0.0652775897%
Presque Isle County	0.1600742388%
Redford Charter Township	0.1408837357%
Riverview City	0.0320763333%
Rochester City	0.0265312862%
Rochester Hills City	0.0449194895%
Romulus City	0.1024428607%
Roscommon County	0.4225018168%
Roseville City	0.2840239750%
Royal Oak City	0.1725396612%
Saginaw Charter Township	0.0459946405%
Saginaw City	0.2862994320%
Saginaw County	1.7730393593%
Sanilac County	0.3815217629%
Sault Ste. Marie City	0.1083167770%

Exhibit A - Final Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Final Allocation Percentage
Schoolcraft County	0.0524761976%
Scio Charter Township	0.0034246408%
Shelby Charter Township	0.3366633161%
Shiawassee County	0.7980933155%
South Lyon City	0.0172108158%
Southfield City	0.2614724834%
Southfield Township	0.0000739720%
Southgate City	0.0590464814%
Spring Lake Township	0.0069094121%
Springfield Charter Township	0.0029712082%
St Clair County	2.1956069742%
St Joseph County	0.2835067060%
St. Clair Shores City	0.2259100369%
Sterling Heights City	1.0348308715%
Sturgis City	0.0398319787%
Summit Township, Jackson County	0.0097847761%
Superior Charter Township	0.0080576481%
Taylor City	0.2502149934%
Texas Charter Township	0.0034602263%
Thomas Township	0.0084482592%
Traverse City	0.0682342524%
Trenton City	0.0320245188%
Troy City	0.1568637642%
Tuscola County	0.4875465057%
Tyrone Township, Livingston County	0.0064039892%
Union Charter Township	0.0000340455%
Van Buren Charter Township	0.0755554143%
Van Buren County	0.5070372777%
Vienna Charter Township, Genesee County	0.0057455156%
Walker City	0.0383592467%
Warren City	1.2919233878%
Washington Township, Macomb County	0.0537580568%
Washtenaw County	2.6140018962%
Waterford Charter Township	0.1452994768%
Wayne City	0.0921719182%
Wayne County	11.2050250072%
West Bloomfield Charter Township	0.1743088246%
Westland City	0.3587882268%
Wexford County	0.3285642495%

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Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Final Allocation Percentage
White Lake Charter Township	0.0389092655%
Wixom City	0.0245525356%
Woodhaven City	0.0380115040%
Wyandotte City	0.0649183232%
Wyoming City	0.1697749703%
Ypsilanti Charter Township	0.0384677895%
Ypsilanti City	0.0597227004%
Zeeland Charter Township	0.0040879713%
Blackman Charter Township	0.0000000000%
Detroit Wayne Mental Health Authority	0.0000000000%
Total	100.0000000000%

Exhibit B - Preliminary Allocation Percentage
 Michigan State-Subdivision Agreement for Kroger Settlement

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Ada Township	0.0073233482%
Adrian City	0.0568370128%
Alcona County	0.0834491179%
Alger County	0.0785291215%
Algoma Township	0.0029345640%
Allegan County	0.7725881935%
Allen Park City	0.1074735355%
Allendale Charter Township	0.0077776425%
Alpena County	0.3171935781%
Alpine Charter Township	0.0025427083%
Ann Arbor City	0.4632250874%
Antrim County	0.2381005845%
Antwerp Township	0.0013132895%
Arenac County	0.1612057938%
Auburn Hills City	0.1176899978%
Bangor Charter Township	0.0109251027%
Baraga County	0.0741112558%
Barry County	0.4329702358%
Bath Charter Township	0.0537968516%
Battle Creek City	0.3423704436%
Bay City	0.1147802745%
Bay County	1.1009022938%
Bedford Township	0.0412592343%
Benton Charter Township	0.0907240950%
Benzie County	0.1392597323%
Berkley City	0.0358941044%
Berrien County	1.2815190059%
Beverly Hills Village	0.0460038135%
Big Rapids City	0.0245076907%
Birmingham City	0.1031004819%
Bloomfield Charter Township	0.2395537286%
Branch County	0.3413411577%
Brandon Charter Township	0.0298468290%
Brighton Township	0.0010123659%
Brownstown Charter Township	0.1035238283%

Exhibit B - Preliminary Allocation Percentage
 Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Preliminary Allocation Percentage
Burton City	0.0331836857%
Byron Township	0.0143593354%
Cadillac City	0.0992155073%
Caledonia Charter Township	0.0046151897%
Calhoun County	1.6522746969%
Cannon Township	0.0055382276%
Canton Charter Township	0.2353019350%
Cascade Charter Township	0.0202807109%
Cass County	0.3685228029%
Charlevoix County	0.1913266108%
Cheboygan County	0.2827891794%
Chesterfield Charter Township	0.2112831498%
Chippewa County	0.2393040796%
Clare County	0.4685534972%
Clawson City	0.0233450803%
Clinton Charter Township	0.5825283878%
Clinton County	0.4823811618%
Coldwater City	0.0129335184%
Commerce Charter Township	0.0332785651%
Comstock Charter Township	0.0141443213%
Cooper Charter Township	0.0016050286%
Crawford County	0.2577011831%
Davison Township	0.0148016255%
Dearborn City	0.5014825529%
Dearborn Heights City	0.1763248603%
Delhi Charter Township	0.0329269168%
Delta Charter Township	0.0678675252%
Delta County	0.2325433177%
Detroit City	6.3675475252%
Dewitt Charter Township	0.0615354244%
Dickinson County	0.2475829616%
East Bay Township	0.0024511576%
East Grand Rapids City	0.0347010017%
East Lansing City	0.1722118876%
Eastpointe City	0.2806901834%
Eaton County	0.8964627151%
Egelston Township	0.0099077587%
Emmet County	0.3034511111%
Emmett Charter Township	0.0136208021%

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Preliminary Allocation Percentage
Escanaba City	0.0161625757%
Farmington City	0.0368587005%
Farmington Hills City	0.2763289545%
Fenton Charter Township	0.0031005125%
Fenton City	0.0802629568%
Ferndale City	0.1491321203%
Flat Rock City	0.0287479606%
Flint Charter Township	0.0428009530%
Flint City	2.6382255013%
Flushing Charter Township	0.0062641566%
Fort Gratiot Charter Township	0.0158007179%
Fraser City	0.1340329179%
Frenchtown Charter Township	0.0818078358%
Fruitport Charter Township	0.0216336824%
Gaines Township, Kent County	0.0150472599%
Garden City	0.0602849815%
Garfield Charter Township	0.0006805464%
Genesee Charter Township	0.0216656939%
Genesee County	1.8384534882%
Genoa Township	0.0001265457%
Georgetown Charter Township	0.0120538094%
Gladwin County	0.3598571100%
Gogebic County	0.1249651212%
Grand Blanc Charter Township	0.0351159584%
Grand Haven Charter Township	0.0188708587%
Grand Haven City	0.0581929367%
Grand Rapids Charter Township	0.0062871075%
Grand Rapids City	1.2000276882%
Grand Traverse County	0.8244466054%
Grandville City	0.0465263367%
Gratiot County	0.3147475181%
Green Oak Township	0.0538361746%
Grosse Ile Township	0.0358505107%
Grosse Pointe Park City	0.0473791255%
Grosse Pointe Woods City	0.0337630289%
Hamburg Township	0.0567828826%
Hamtramck City	0.1811320680%
Harper Woods City	0.0505579556%
Harrison Charter Township	0.1108972638%

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Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Preliminary Allocation Percentage
Hartland Township	0.0004881050%
Hazel Park City	0.0736339264%
Highland Charter Township	0.0294387306%
Highland Park City	0.0391505779%
Hillsdale County	0.3731855670%
Holland Charter Township	0.0291739126%
Holland City	0.1655890102%
Holly Township	0.0040995334%
Houghton County	0.2225642997%
Huron Charter Township	0.0361363324%
Huron County	0.2929757372%
Independence Charter Township	0.0825378903%
Ingham County	2.1348935205%
Inkster City	0.1669443281%
Ionia City	0.0449276471%
Ionia County	0.4905636172%
Iosco County	0.3212475898%
Iron County	0.1102481228%
Iron Mountain City	0.0091866455%
Isabella County	0.5720204678%
Jackson City	0.1764251010%
Jackson County	1.0855421077%
Kalamazoo Charter Township	0.0520230321%
Kalamazoo City	0.3787268993%
Kalamazoo County	1.9845600355%
Kalkaska County	0.1646399668%
Kent County	2.7808259408%
Kentwood City	0.1423307082%
Keweenaw County	0.0067676775%
Lake County	0.0728348971%
Lansing City	0.5307983425%
Lapeer County	0.7916953951%
Leelanau County	0.1237383482%
Lenawee County	0.7878386566%
Lenox Township	0.0111917816%
Leoni Township	0.0090926074%
Lincoln Charter Township	0.0178479538%
Lincoln Park City	0.1588803292%
Livingston County	1.3371907873%

Exhibit B - Preliminary Allocation Percentage
 Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Preliminary Allocation Percentage
Livonia City	0.3999768720%
Luce County	0.0638515493%
Lyon Charter Township	0.0060287256%
Mackinac County	0.0909538431%
Macomb County	7.7242005849%
Macomb Township	0.1081932941%
Madison Heights City	0.1443184148%
Manistee County	0.3120953798%
Marion Township, Livingston County	0.0001988576%
Marquette City	0.0313476613%
Marquette County	0.5388637672%
Mason County	0.2487294921%
Mecosta County	0.3321355122%
Melvindale City	0.0519698104%
Menominee County	0.1580179806%
Meridian Charter Township	0.0708027402%
Midland City	0.3023071472%
Midland County	0.5384703258%
Milford Charter Township	0.0064275489%
Missaukee County	0.1002815458%
Monitor Charter Township	0.0044174736%
Monroe Charter Township	0.0119729252%
Monroe City	0.2101937979%
Monroe County	1.5316423152%
Montcalm County	0.6212351900%
Montmorency County	0.0880221572%
Mount Clemens City	0.0503004024%
Mount Morris Charter Township	0.0248988150%
Mount Pleasant City	0.0357778255%
Mundy Charter Township	0.0150794621%
Muskegon Charter Township	0.0360868180%
Muskegon City	0.1748185396%
Muskegon County	1.7053905386%
Muskegon Heights City	0.0500451306%
New Baltimore City	0.0480441296%
Newaygo County	0.4671261358%
Niles City	0.0583312847%
Niles Township	0.0215348319%
Northville Charter Township	0.0836973671%

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Preliminary Allocation Percentage
Norton Shores City	0.0701828658%
Novi City	0.1465815056%
Oak Park City	0.1037775542%
Oakland Charter Township	0.0274353387%
Oakland County	5.2264042066%
Oceana County	0.2176466203%
Oceola Township	0.0003615593%
Ogemaw County	0.5563618764%
Ontonagon County	0.0504349004%
Orion Charter Township	0.0484616785%
Osceola County	0.1924215950%
Oscoda County	0.0981702870%
Oshtemo Charter Township	0.0124389806%
Otsego County	0.2838576775%
Ottawa County	1.4829589190%
Owosso City	0.0600391920%
Oxford Charter Township	0.0220651355%
Park Township, Ottawa County	0.0069409957%
Pittsfield Charter Township	0.0254303905%
Plainfield Charter Township	0.0147250675%
Plymouth Charter Township	0.0619046968%
Pontiac City	0.3007870303%
Port Huron Charter Township	0.0144337077%
Port Huron City	0.2605826060%
Portage City	0.0982178051%
Presque Isle County	0.1455220353%
Redford Charter Township	0.2119761371%
Riverview City	0.0482626131%
Rochester City	0.0399194381%
Rochester Hills City	0.0675866509%
Romulus City	0.0931298734%
Roscommon County	0.3840925607%
Roseville City	0.4273474490%
Royal Oak City	0.2596061973%
Saginaw Charter Township	0.0692043420%
Saginaw City	0.4307711416%
Saginaw County	1.6118539630%
Sanilac County	0.3468379663%
Sault Ste. Marie City	0.0984697973%

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Preliminary Allocation Percentage
Schoolcraft County	0.0789566063%
Scio Charter Township	0.0051527746%
Shelby Charter Township	0.5065495239%
Shiawassee County	0.7255393777%
South Lyon City	0.0258956950%
Southfield City	0.3934160797%
Southfield Township	0.0001112995%
Southgate City	0.0888423705%
Spring Lake Township	0.0103960225%
Springfield Charter Township	0.0044705319%
St Clair County	1.9960063402%
St Joseph County	0.4265691571%
St. Clair Shores City	0.3399081996%
Sterling Heights City	0.9407553377%
Sturgis City	0.0599318930%
Summit Township, Jackson County	0.0147223455%
Superior Charter Township	0.0121236785%
Taylor City	0.3764778630%
Texas Charter Township	0.0052063171%
Thomas Township	0.0127113988%
Traverse City	0.0620311385%
Trenton City	0.0481846521%
Troy City	0.2360199679%
Tuscola County	0.4432240961%
Tyrone Township, Livingston County	0.0096355544%
Union Charter Township	0.0000512255%
Van Buren Charter Township	0.0686867403%
Van Buren County	0.7628971716%
Vienna Charter Township, Genesee County	0.0086448035%
Walker City	0.0577159947%
Warren City	1.1744758071%
Washington Township, Macomb County	0.0808853142%
Washtenaw County	2.3763653602%
Waterford Charter Township	0.2186201385%
Wayne City	0.0837926529%
Wayne County	10.1863863702%
West Bloomfield Charter Township	0.2622681115%
Westland City	0.3261711153%
Wexford County	0.2986947723%

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Preliminary Allocation Percentage
White Lake Charter Township	0.0585435626%
Wixom City	0.0369421752%
Woodhaven City	0.0571927749%
Wyandotte City	0.0976772465%
Wyoming City	0.2554463949%
Ypsilanti Charter Township	0.0578793100%
Ypsilanti City	0.0898598214%
Zeeland Charter Township	0.0061508332%
Blackman Charter Township	0.0000000000%
Detroit Wayne Mental Health Authority	0.0000000000%
Total	100.0000000003%

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

Exhibit C - Litigating Local Governments

Local Government	Litigating Local Government
Ada Township	
Adrian City	
Alcona County	Yes
Alger County	Yes
Algoma Township	
Allegan County	
Allen Park City	
Allendale Charter Township	
Alpena County	Yes
Alpine Charter Township	
Ann Arbor City	
Antrim County	Yes
Antwerp Township	
Arenac County	Yes
Auburn Hills City	
Bangor Charter Township	
Baraga County	Yes
Barry County	
Bath Charter Township	
Battle Creek City	
Bay City	
Bay County	Yes
Bedford Township	
Benton Charter Township	
Benzie County	Yes
Berkley City	
Berrien County	Yes
Beverly Hills Village	
Big Rapids City	
Birmingham City	
Bloomfield Charter Township	
Branch County	Yes
Brandon Charter Township	
Brighton Township	
Brownstown Charter Township	

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Litigating Local Government
Burton City	
Byron Township	
Cadillac City	
Caledonia Charter Township	
Calhoun County	Yes
Cannon Township	
Canton Charter Township	Yes
Cascade Charter Township	
Cass County	Yes
Charlevoix County	Yes
Cheboygan County	Yes
Chesterfield Charter Township	
Chippewa County	Yes
Clare County	
Clawson City	
Clinton Charter Township	Yes
Clinton County	Yes
Coldwater City	
Commerce Charter Township	
Comstock Charter Township	
Cooper Charter Township	
Crawford County	Yes
Davison Township	
Dearborn City	
Dearborn Heights City	
Delhi Charter Township	
Delta Charter Township	
Delta County	Yes
Detroit City	Yes
Dewitt Charter Township	
Dickinson County	Yes
East Bay Township	
East Grand Rapids City	
East Lansing City	Yes
Eastpointe City	
Eaton County	Yes
Egelston Township	
Emmet County	
Emmett Charter Township	

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Litigating Local Government
Escanaba City	Yes
Farmington City	
Farmington Hills City	
Fenton Charter Township	
Fenton City	
Ferndale City	
Flat Rock City	
Flint Charter Township	
Flint City	Yes
Flushing Charter Township	
Fort Gratiot Charter Township	
Fraser City	
Frenchtown Charter Township	
Fruitport Charter Township	
Gaines Township, Kent County	
Garden City	
Garfield Charter Township	
Genesee Charter Township	
Genesee County	Yes
Genoa Township	
Georgetown Charter Township	
Gladwin County	
Gogebic County	
Grand Blanc Charter Township	
Grand Haven Charter Township	
Grand Haven City	
Grand Rapids Charter Township	
Grand Rapids City	Yes
Grand Traverse County	Yes
Grandville City	
Gratiot County	Yes
Green Oak Township	
Grosse Ile Township	
Grosse Pointe Park City	
Grosse Pointe Woods City	
Hamburg Township	
Hamtramck City	
Harper Woods City	
Harrison Charter Township	Yes

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Litigating Local Government
Hartland Township	
Hazel Park City	
Highland Charter Township	
Highland Park City	
Hillsdale County	Yes
Holland Charter Township	
Holland City	
Holly Township	
Houghton County	Yes
Huron Charter Township	Yes
Huron County	
Independence Charter Township	
Ingham County	Yes
Inkster City	
Ionia City	
Ionia County	Yes
Iosco County	Yes
Iron County	Yes
Iron Mountain City	Yes
Isabella County	Yes
Jackson City	Yes
Jackson County	
Kalamazoo Charter Township	
Kalamazoo City	
Kalamazoo County	Yes
Kalkaska County	
Kent County	Yes
Kentwood City	
Keweenaw County	
Lake County	Yes
Lansing City	Yes
Lapeer County	
Leelanau County	Yes
Lenawee County	Yes
Lenox Township	
Leoni Township	
Lincoln Charter Township	
Lincoln Park City	
Livingston County	Yes

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Litigating Local Government
Livonia City	Yes
Luce County	Yes
Lyon Charter Township	
Mackinac County	
Macomb County	Yes
Macomb Township	
Madison Heights City	
Manistee County	Yes
Marion Township, Livingston County	
Marquette City	
Marquette County	Yes
Mason County	Yes
Mecosta County	
Melvindale City	
Menominee County	
Meridian Charter Township	
Midland City	
Midland County	
Milford Charter Township	
Missaukee County	
Monitor Charter Township	
Monroe Charter Township	
Monroe City	
Monroe County	Yes
Montcalm County	Yes
Montmorency County	Yes
Mount Clemens City	
Mount Morris Charter Township	
Mount Pleasant City	
Mundy Charter Township	
Muskegon Charter Township	
Muskegon City	
Muskegon County	Yes
Muskegon Heights City	
New Baltimore City	
Newaygo County	Yes
Niles City	
Niles Township	
Northville Charter Township	Yes

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Litigating Local Government
Norton Shores City	
Novi City	
Oak Park City	
Oakland Charter Township	
Oakland County	Yes
Oceana County	Yes
Oceola Township	
Ogemaw County	Yes
Ontonagon County	Yes
Orion Charter Township	
Osceola County	Yes
Oscoda County	
Oshtemo Charter Township	
Otsego County	Yes
Ottawa County	
Owosso City	
Oxford Charter Township	
Park Township, Ottawa County	
Pittsfield Charter Township	Yes
Plainfield Charter Township	
Plymouth Charter Township	
Pontiac City	Yes
Port Huron Charter Township	
Port Huron City	
Portage City	
Presque Isle County	Yes
Redford Charter Township	
Riverview City	
Rochester City	
Rochester Hills City	
Romulus City	Yes
Roscommon County	Yes
Roseville City	
Royal Oak City	
Saginaw Charter Township	
Saginaw City	
Saginaw County	Yes
Sanilac County	Yes
Sault Ste. Marie City	Yes

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Litigating Local Government
Schoolcraft County	
Scio Charter Township	
Shelby Charter Township	
Shiawassee County	Yes
South Lyon City	
Southfield City	
Southfield Township	
Southgate City	
Spring Lake Township	
Springfield Charter Township	
St Clair County	Yes
St Joseph County	
St. Clair Shores City	
Sterling Heights City	Yes
Sturgis City	
Summit Township, Jackson County	
Superior Charter Township	
Taylor City	
Texas Charter Township	
Thomas Township	
Traverse City	Yes
Trenton City	
Troy City	
Tuscola County	Yes
Tyrone Township, Livingston County	
Union Charter Township	
Van Buren Charter Township	Yes
Van Buren County	
Vienna Charter Township, Genesee County	
Walker City	
Warren City	Yes
Washington Township, Macomb County	
Washtenaw County	Yes
Waterford Charter Township	
Wayne City	Yes
Wayne County	Yes
West Bloomfield Charter Township	
Westland City	Yes
Wexford County	Yes

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Litigating Local Government
White Lake Charter Township	
Wixom City	
Woodhaven City	
Wyandotte City	
Wyoming City	
Ypsilanti Charter Township	
Ypsilanti City	
Zeeland Charter Township	
Blackman Charter Township	
Detroit Wayne Mental Health Authority	Yes
Total	87

State of Michigan

Michigan State-Subdivision Agreement for Allocation of the Kroger Settlement
Agreement

By: Matthew L. Walker

Its: Assistant Attorney General

NOTICE OF COMMITTEE MEETING

PLEASE TAKE NOTICE that there will be a meeting of the *Audit-Finance Committee* of the Schoolcraft County Board of Commissioners on **Tuesday, July 23, 2024, at 3:30 p.m.** in the 1st Floor Conference Room, Schoolcraft County Courthouse, Manistique, Michigan.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Discussion:
 - FY24/25 Snowmobile Grant Application
 - Prior Airport Grant Match Money
 - FY24/25 Childcare Fund and Basic Grant – Juvenile Court
 - Juvenile Court Copier Renewal
 - Probation/Parole Clothing Request
 - Budget Review
 - Any other matter brought to the Committee.
5. Public Comment
6. Adjournment

and to take up and consider any other matter which may lawfully come before the Board at this time.

Craig Reiter Dated: July 18, 2024

Craig Reiter, Audit-Finance Committee Chairman
Schoolcraft County Commissioner