

City of Flint, Michigan

*Third Floor, City Hall
1101 S. Saginaw Street
Flint, Michigan 48502
www.cityofflint.com*



Meeting Agenda - Final

Wednesday, March 22, 2023

5:00 PM

COUNCIL CHAMBERS

FINANCE COMMITTEE

Judy Priestley, Chairperson, Ward 4

*Eric Mays, Ward 1
Quincy Murphy, Ward 3
Tonya Burns, Ward 6
Dennis Pfeiffer, Ward 8*

*Ladel Lewis, Ward 2
Jerri Winfrey-Carter, Ward 5
Allie Herkenroder, Ward 7
Eva L. Worthing, Ward 9*

Davina Donahue, City Clerk

ROLL CALL**REQUEST FOR CHANGES AND/OR ADDITIONS TO AGENDA****PUBLIC SPEAKING**

Members of the public shall have no more than two (2) minutes to address the City Council on any subject. Only one speaking opportunity per speaker.

COUNCIL RESPONSE

Councilpersons may respond to any public speaker, but only one response and only when all public speakers have been heard. Individual council response is limited to two (2) minutes.

CONSENT AGENDA

Per the amended Rules Governing Meetings of the Flint City Council (as adopted by the City Council on Monday, February 27, 2023), the Presiding Officer or Chair may request the adoption of a "Consent Agenda". After a motion to adopt a Consent Agenda is made and seconded, the Presiding Officer or Chair shall ask for separations. Any agenda item on a Consent Agenda shall be separated at the request of any Councilmember. After any separations, there is no debate on approving the Consent Agenda - it shall be voted on or adopted without objection.

RESOLUTIONS

- 230081** JCI Jones Chemicals, Inc./Additional Sodium Hypochlorite 12.5%
- Resolution resolving that the Division of Purchases and Supplies is authorized to issue a Purchase Order to JCI Jones Chemicals, Inc., in an amount NOT-TO-EXCEED \$55,500.00, for sodium hypochlorite 12.5%, for an overall grand total NOT-TO-EXCEED \$105,500.00.
- 230082** Shannon Chemical Corporation/Phosphoric Acid 75% NSF Grade
- Resolution resolving that the Division of Purchases and Supplies is authorized to issue a Purchase Order to Shannon Chemical Corporation, in an amount NOT-TO-EXCEED \$59,000.00, for the supply of Phosphoric Acid 75% NSF Grade for the Water Plant, for an overall grand total NOT-TO-EXCEED \$159,000.00.
- 230083** Contract/Professional Service Industries, Inc./Lead Inspection-Risk Assessor Services
- Resolution resolving that the proper City Officials are authorized to enter into a contract with Professional Service Industries, Inc. for Lead Inspection/Risk Assessor Services, in an amount NOT-TO-EXCEED \$172,000.00.
- 230084** Contract/Rowe Professional Services Company/Construction Engineering Services

Resolution resolving that the proper City Officials are authorized to enter into a contract with Rowe Professional Services Company for Construction Engineering Services for the Fenton Road Bridge Project, in an amount NOT-TO-EXCEED \$261,160.00.

230085 Agreement/City of Flint Police Department/Genesee County Prosecuting Attorney/Witness Protection Program

Resolution authorizing the proper City Officials to do all things necessary to enter into an agreement with the Genesee County Prosecutor's Office [for a Witness Protection Program], in an amount NOT-TO-EXCEED \$300,000.00, for a 2-year period of April 1, 2023 to April 1, 2025, or until funds are exhausted.

230086 Flint Police Department/Cold Case Unit

Resolution resolving that the proper City Officials are authorized to do all things necessary to establish a Cold Case Unit over a two year period (April 1, 2023 - April 1, 2025), in an amount NOT-TO-EXCEED \$350,000.00.

230087 National Settlements/National Prescription Opiate Litigation (MDL No. 2804)

Resolution resolving that the appropriate City Officials are authorized to execute the 2022 National Settlements of the National Prescription Opiate Litigation for the City of Flint, AND, resolving that the appropriate City Officials are authorized to execute Participation Agreements on behalf of the City of Flint for: (1) the Master Settlement Agreement with Teva Pharmaceuticals Industries Ltd.; (2) the Master Settlement Agreement with Allergan Finance, LLC; (3) the Master Settlement Agreement with CVS Health Corp and CVS Pharmacy, Inc.; and (4) the Master Settlement Agreement with Walmart, Inc., AND, resolving that the appropriate City Officials are authorized to execute a new Michigan State-Subdivision Agreement for Allocation of Allergan, Teva, CVS, and Walmart Settlement Agreements on behalf of the City, AND, resolving that the appropriate City Officials are authorized to execute a similar state-subdivision agreement to the extent that it provides a substantially similar allocation of settlement or bankruptcy proceeds obtained from opioids litigation with any other entity as part of the 2022 National Settlements.

ADJOURNMENT

RESOLUTION NO.: 230081PRESENTED: MAR 22 2023

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO JCI JONES CHEMICAL INC. FOR ADDITIONAL SODIUM HYPOCHLORITE(12.5%)
FOR WATER PLANT**

WHEREAS, The Division of Purchases & Supplies solicited bids for Sodium Hypochlorite on behalf of the City of Flint Water Plant. Sodium Hydroxide 12.5% is essential in for water treatment to maintain all EPA and EGLE requirements.

WHEREAS, JCI was the lowest responsive bidder, and was awarded the bid for this chemical for the Water Plant. \$50,000.00 was originally requested by the Division, and an FY23 Purchase Order in that amount was approved.

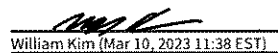
WHEREAS, Due to the rebuilding of the chemical system building, an additional \$55,500.00 in sodium hypochlorite is needed to meet inventory controls at the City's Water Plant for the current fiscal year.

Funding is to come from the following account(s):

Account Number	Account Name/ Grant Code	Amount
591-545.200-753.000	Treatment Chemicals	\$55,500.00
	FY2023 TOTAL	\$55,500.00

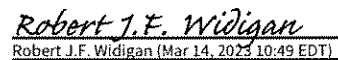
IT IS RESOLVED, that the Division of Purchases & Supplies is hereby authorized to issue a Purchase Order for FY23 (07/01/22-06/30/23) to JCI Jones Chemicals, Inc. in an amount not-to-exceed \$55,500.00 for sodium hypochlorite 12.5%, for an overall FY23 grand total not-to-exceed \$105,500.00.

APPROVED AS TO FORM:


William Kim (Mar 10, 2023 11:38 EST)

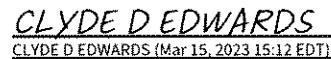
William Kim, City Attorney

APPROVED AS TO FINANCE:


Robert J.F. Widigan (Mar 14, 2023 10:49 EDT)

Robert J.F Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

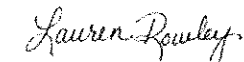

CLYDE D EDWARDS (Mar 15, 2023 15:12 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Allie Herkenroder, City Council President

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager

Lauren Rowley, Purchasing Manager





CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: July 11, 2022

BID/PROPOSAL#

AGENDA ITEM TITLE: SODIUM HYPOCHLORITE

PREPARED BY: Melanie Poisson for The Water Plant

VENDOR NAME: JCI JONES CHEMICAL

BACKGROUND/SUMMARY OF PROPOSED ACTION:

SODIUM HYPOCHLORITE is required and is essential for water treatment to maintain all EPA and EGLE requirements. Please note that we received the attached notice stating that increases in pricing are necessary due to national and world-wide economic stresses. This is the reason for the additional funds requested.

Please issue a purchase order for the FY2023 budgeted amount of \$50,000.00 using funds from account 591-545.200-753.000.

FINANCIAL IMPLICATIONS: NONE

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WTP	Treatment Chemicals	591-545.200-753.000		\$50,000.00
FY23 GRAND TOTAL				50,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 230006038

ACCOUNTING APPROVAL:

Yolanda Gray
(Yolanda Gray, DPW Accounting Supervisor)

Date:

7-11-22

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☐

(If yes, please indicate how many years for the contract) N/A

OTHER IMPLICATIONS (i.e., collective bargaining): None

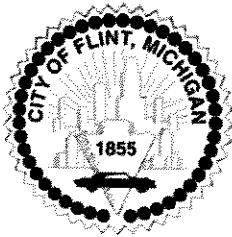
STAFF RECOMMENDATION: (PLEASE SELECT): ☒ **APPROVED** ☐ **NOT APPROVED**

DEPARTMENT HEAD SIGNATURE:

Scott Dungee
(Scott Dungee, Water Plant Supervisor)

Date:

7/11/2022

230082
RESOLUTION NO.: _____PRESENTED: MAR 22 2023

ADOPTED: _____

PROPOSAL #21000501

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO SHANNON CHEMICAL CORPORATION FOR THE SUPPLY OF PHOSPHORIC ACID
75% NSF GRADE**

WHEREAS, The Division of Purchases & Supplies solicited bids for the supply of Phosphoric Acid (75%) NSF Grade for the City's Water Plant. This chemical is used to maintain EPE and EGLE requirements for water treatment processes. Shannon Chemical Corporation was the lowest responsive bidder and awarded a two-year bid with a one-year extension through FY23.

WHEREAS, Flint City Council adopted resolution #220323 authorizing the issuance of a Purchase Order not-to-exceed \$100,000.00 to Shannon Chemical Corporation for the supply of this chemical on August 8, 2022.

WHEREAS, The City of Flint Department of Public Works, Water Plant, is requesting an additional \$59,000.00 for FY23 due to the rebuilding of the chemical system building in order to meet inventory controls.

Funding is to come from the following account(s):

Account Number	Account Name/ Grant Code	Amount
591-545.200-753.000.000	Treatment Chemicals	\$59,000.00
	FY2023 TOTAL	\$59,000.00

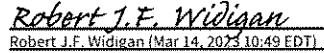
IT IS RESOLVED, that the Division of Purchases and Supplies can hereby issue a Purchase Order to Shannon Chemical Corporation in an amount not-to-exceed \$59,000.00 for the supply of Phosphoric Acid 75% NSF Grade for the Water Plant for FY23 (07/01/22-06/30/23) for an overall grand total amount not-to-exceed \$159,000.00.

APPROVED AS TO FORM:


William Kim (Mar 10, 2023 11:39 EST)

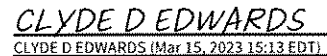
William Kim, City Attorney

APPROVED AS TO FINANCE:


Robert J.F. Widigan (Mar 14, 2023 10:49 EDT)

Robert J.F Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:


CLYDE D EDWARDS (Mar 15, 2023 15:13 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:


Allie Herkenroder, City Council President

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager

RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____





CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: July 11, 2022

BID/PROPOSAL#

AGENDA ITEM TITLE: PHOSPHORIC ACID

PREPARED BY: Melanie Poisson for The Water Plant

VENDOR NAME: SHANNON CHEMICAL

BACKGROUND/SUMMARY OF PROPOSED ACTION:

PHOSPHORIC ACID is essential for water treatment to create a protective coating on pipes which can prevent contaminants such as lead from entering the water supply as well as to maintain all EPA and EGLE requirements.

Please issue a purchase order for the FY2023 budgeted amount of \$100,000.00 using funds from account 591-545.200-753.000.

FINANCIAL IMPLICATIONS: NONE

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WTP	Treatment Chemicals FY23	591-545.200-753.000		\$100,000.00
		FY23 GRAND TOTAL		\$100,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 230006041

ACCOUNTING APPROVAL:

Yolanda Gray
(Yolanda Gray, DPW Accounting Supervisor)

Date:

7-11-22

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☐

(If yes, please indicate how many years for the contract)

YEARS

DEPARTMENT HEAD SIGNATURE:

Scott Dungee
(Scott Dungee, Water Plant Supervisor)

Date:

7/11/2022



July 8, 2022

City of Flint
1101 S. Saginaw Street M203
Flint, MI 48502

Attention: Yolanda M. Gray; Accounting Supervisor

Subject: 75% Phosphoric Acid Pricing

Yolanda,

Thank you for reaching out to Shannon Chemical Corporation in reference to your phosphoric acid requirements.

Shannon Chemical Corporation agrees to supply the City of Flint with phosphoric acid at a delivered cost of \$27.44 per gallon from 7/1/22 through 6/30/23. This price becomes firm with a purchase order or contract. There are no additional charges or emergency delivery charges. Terms are net 30 days. Shipments are made in 5-7 days ARO.

Thank you for your interest in Shannon Chemical Corporation's products and services.

Respectfully,
SHANNON CHEMICAL CORPORATION

Daniel C. Flynn
President



RESOLUTION NO.: 320323

PRESENTED: AUG - 3 2022

ADOPTED: AUG - 8 2022

BY THE CITY ADMINISTRATOR:

RESOLUTION TO SHANNON CHEMICAL CORPORATION FOR PHOSPHORIC ACID 75% NSF GRADE

WHEREAS, the Division of Purchases & Supplies solicited bids for Phosphoric Acid 75% NSF Grade for the periods of FY21-FY22 on behalf of the Water Plant. Shannon Chemical Corporation, Malvern, PA was the responsive and awarded bidder for the two-year period.

WHEREAS, The Water Plant is requesting to extend the bid for FY23, agreed upon by Shannon Chemical Corporation, for the supply of this essential water treatment chemical which is utilized to create a protective coating on pipes to prevent contaminants such as lead from entering into the water supply as required by the EPA and EGLE.

WHEREAS, the funds are to come from the following account(s):

Account Number	Account Name/ Grant Code	Amount
591-545.200-753.000	Treatment Chemicals	\$100,000.00
	FY2023 TOTAL	\$ 100,000.00

IT IS RESOLVED, that the Division of Purchases & Supplies is hereby authorized to issue a Purchase Order to Shannon Chemical Corporation for the supply of Phosphoric Acid 75% NSF grade, in an amount not-to-exceed \$100,000.00 for FY23 (07/01/22-06/30/23), an overall amount not-to-

APPROVED AS TO FORM:

Joanne Gurley
Joanne Gurley (Jul 28, 2022 10:39 EDT)

Joanne Gurley, City Attorney

APPROVED AS TO FINANCE:

Robert J.F. Widigan
Robert J.F. Widigan (Jul 28, 2022 09:32 EDT)

Robert J.F Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS
CLYDE D EDWARDS (Jul 28, 2022 10:27 EDT)

Clyde Edwards, City Administrator

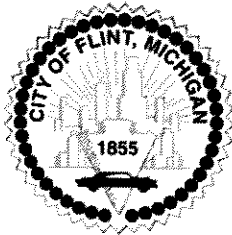
APPROVED BY CITY COUNCIL:

APPROVED BY
CITY COUNCIL
AUG - 8 2022

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



RESOLUTION NO.: 230083

PRESENTED: MAR 22 2023

ADOPTED: _____

PROPOSAL #23000518

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO PROFESSIONAL SERVICE INDUSTRIES INC. FOR LEAD INSPECTION/RISK
ASSESSOR SERVICES**

WHEREAS, The Division of Purchases & Supplies solicited proposals for Lead Inspection/Risk Assessor Services for the Office of Public Health, Lead Based Paint Hazard Control Division.


WHEREAS, The Division of Lead Based Paint Hazard control has awarded the most qualified vendor, Professional Service Industries, Inc., Plymouth, MI, for this proposal at a requested FY23 cost of \$172,000.00. PSI will conduct LI/RA and Healthy Homes inspections and produce reports of all lead hazards on (80) units within the city.

Funding is to come from the following account(s):

Account Number	Account Name/ Grant Code	Amount
296-171.711-801.000	Professional Services/FHUD-LBPHC21	\$172,000.00
	FY2023 TOTAL	\$172,000.00

IT IS RESOLVED, that the Proper City Officials are hereby authorized to enter into a contract with Professional Service Industries, Inc. For Lead Inspection/Risk Assessor Services for FY23 (07/01/22-06/30/23) in an amount not-to-exceed \$172,000.00.

APPROVED AS TO FORM:


William Kim (Mar 9, 2023 13:12 EST)

William Kim, City Attorney

APPROVED AS TO FINANCE:

Robert J.F. Widigan
Robert J.F. Widigan (Mar 14, 2023 10:50 EDT)

Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS
CLYDE D EDWARDS (Mar 15, 2023 15:12 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Allie Herkenroder, City Council President

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



CITY OF FLINT

STAFF REVIEW FORM

TODAY'S DATE: 02 / 09 / 2023

BID/PROPOSAL# 23000518

AGENDA ITEM TITLE: Professional Service Contract with Professional Service Industries Inc. for Lead Inspection/ Risk Assessor

PREPARED BY Michael Carpenter, Lead Based Paint Hazard Control Manager – Office of Public Health
(Please type name and Department)

VENDOR NAME: Professional Service Industries INC

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Professional Service Industries is a nationally recognized environmental service provider with over 100 offices and has provide services for over 40 years with a span across 38+ govern states. With PSI diversity and depth of knowledge of a full-service environmental firm, PSI will conduct LI/RA and Healthy Homes inspection and produce a report of all lead hazards on 80 units. They will use a combination of dust sampling and XRF's to determine the presence of lead and lead hazards. This is for all the homes on MILHB0776-21 Grant

FINANCIAL IMPLICATIONS: \$172,000

BUDGETED EXPENDITURE? YES ☐ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Public Health LBPHC	Professional Services FHUD-LBPHC21	296-171.711-801.000		\$172,000



CITY OF FLINT

		FY23 GRAND TOTAL		\$172,000

PRE-ENCUMBERED? YES ☐ NO ☐ REQUISITION NO:

ACCOUNTING APPROVAL: _____ Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☐

(If yes, please indicate how many years for the contract) 3 YEARS

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)

BUDGET YEAR 1 \$172,000

BUDGET YEAR 2 0

BUDGET YEAR 3 0

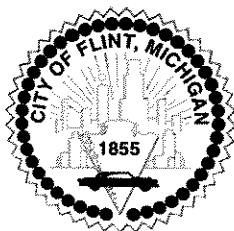
OTHER IMPLICATIONS (i.e., collective bargaining):

STAFF RECOMMENDATION: (PLEASE SELECT): ☐ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE: _____

(PLEASE TYPE NAME, TITLE)

DEPARTMENT HEAD MUST SIGN



CITY OF FLINT

Department of Finance

Division of Purchases & Supplies

Sheldon A. Neeley

Mayor

February 09, 2023

TO: Lauren Rowley, Purchasing Manager
Jarín McGee, Chief Buyer

FROM: Michael O.D. Carpenter
Program Manager

SUBJECT: BID AWARD- P2000518

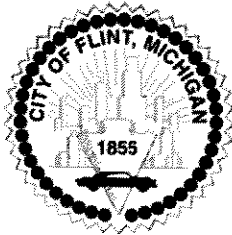
The Department of Purchases and Supplies solicited proposals for Lead Inspector, Risk Assessor (LI/RA) and Healthy Home Elevation (HHE) for the Lead Based Paint Hazard Control Program at the City of Flint Office of Public Health. (2) Sealed proposals were received.

Upon careful review and consideration of these proposals, We, Lottie Ferguson and Michael Carpenter recommends awarding Professionals Service Industries (PSI). As they provided the proposal that best suits the City of Flint's Lead Based Paint Hazard Control program.

X

SIGNATURE

Today's Date:



RESOLUTION NO.:

230084

PRESENTED:

MAR 22 2023

ADOPTED:

BY THE CITY ADMINISTRATOR:

RESOLUTION TO ROWE PROFESSIONAL SERVICES COMPANY FOR CONSTRUCTION ENGINEERING SERVICES FOR FENTON RD. BRIDGE PROJECT

WHEREAS, The City of Flint Department of Public Works, Transportation Division, has utilized the State of Michigan's DTMB MiDEAL Contract #00829 to solicit a proposal from Rowe Professional Services Company, Flint, Michigan, for the Construction Engineering portion of the Fenton Road Bridge project.


WHEREAS, The City of Flint Transportation Division is requesting the proposed amount of \$261,160.00 for these services.

Funding is to come from the following account(s):

Account Number	Account Name/ Grant Code	Amount
202-450.202-801.000	PROFESSIONAL SERVICES	\$261,160.00
	FY2023 TOTAL	\$261,160.00

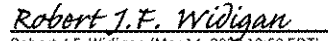
IT IS RESOLVED, that the Proper City Officials are hereby authorized to enter into a contract with Rowe Professional Services Company for the Construction Engineering services for the Fenton Road Bridge project for FY23 (07/01/22-06/30/23) in an amount not-to-exceed \$261,160.00.

APPROVED AS TO FORM:


William Kim (Mar 9, 2023 10:03 EST)


William Kim, City Attorney

APPROVED AS TO FINANCE:


Robert J.F. Widigan (Mar 14, 2023 10:50 EDT)

Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

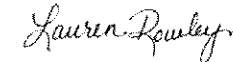

CLYDE D EDWARDS (Mar 15, 2023 15:12 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:


Allie Herkenroder, City Council President

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: March 8, 2023

BID/PROPOSAL#

AGENDA ITEM TITLE: Fenton Rd. bridge, CE Services

PREPARED BY Kathryn Neumann for Rodney McGaha, Director of Transportation

VENDOR NAME: Rowe Engineering

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Through MiDeal Contract 0037, Rowe Engineering submitted a proposal to do the Construction Engineering (CE) services for the Fenton Rd. bridge project. Rowe Engineering was also the engineer for the Preliminary Engineering (PE) through competitive bidding. This MDOT project is slated to start in the spring of 2023.

FINANCIAL IMPLICATIONS: There is money in the account listed below.

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
202	Professional Services	450.202-801.000		\$ 261,160.00
FY23 GRAND TOTAL				\$ 261,160.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 230006823

ACCOUNTING APPROVAL: Kathryn Neumann Kathryn Neumann (Mar 8, 2023 16:52 EST) **Date:** _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒
(If yes, please indicate how many years for the contract)

OTHER IMPLICATIONS (i.e., collective bargaining):

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ **APPROVED** ☐ **NOT APPROVED**

DEPARTMENT HEAD SIGNATURE: Rodney McGaha Rodney McGaha (Mar 9, 2023 05:59 EST)
(Rodney McGaha, Director of Transportation)



540 S. Saginaw Street, Suite 200
Flint, MI 48502 | (810) 341-7500
www.rowepsc.com

March 6, 2023

Mr. Mark Adas
City of Flint
1101 S. Saginaw Street
Flint, MI 48502

RE: Construction Engineering Proposal for 2023 Construction
Fenton Road Bridge Replacement Project - MiDeal #00829

Dear Mr. Adas:

ROWE Professional Services Company is pleased to provide this construction engineering services proposal to assist the city with the Fenton Road Bridge project, MiDeal #00829, in the summer of 2023. As you are aware, this project was in the March 3, 2023, Michigan Department of Transportation (MDOT) Letting with a May 1st construction start. The project is to open to traffic by August 25, 2023 and completed by October 27, 2023. The as-submitted low bidder is Davis Construction, Inc, with a low bid of **\$2,894,036.19**.

The construction engineering fees for this project are the responsibility of the city. MDOT does not participate for construction engineering in the Local Bridge Program. Following is the scope of services to be provided:

Construction Engineering

- Facilitate a preconstruction meeting with the Contractor and utility companies.
- Provide full-time construction observation services as required by MDOT; assume 60 hours per week.
- Provide construction staking.
- Prepare documentation and paperwork per MDOT guidelines utilizing the FieldManager software. Our observer in the field will utilize a laptop to track quantities and prepare daily reports in FieldBook, which will then be uploaded into FieldManager.
- Prepare bi-weekly pay estimates to be submitted to MDOT. Prepare and review any project change orders with the village for approval prior to submittal to MDOT.
- Coordinate between the Contractor, city staff, and residents.
- Perform on-site and offsite material testing for concrete, aggregates, and hot mix asphalt (HMA).
- Perform density testing for the backfill and aggregate base under pavement reconstruction areas.
- Facilitate and prepare meeting minutes for bi-weekly construction progress meetings.
- Complete a project walkthrough with the Contractor and the city to identify the punch list items and coordinate with the Contractor for their completion.

SINCE 1962

Flint, MI | Lapeer, MI | Farmington Hills, MI | Kentwood, MI | MI, Pleasant, MI | Oscoda, MI | Grayling, MI | Myrtle Beach, SC

Mr. Mark Adas
March 6, 2023
Page 2

- Complete and finalize paperwork required by MDOT to close-out the project, including Final Acceptance documents and the file audit process.

Offsite Material Testing

The project will require some offsite testing of the materials used in the project. These include strength testing of concrete cylinders, HMA testing, aggregate testing, and testing and inspection of the precast concrete beams and metal portions of the bridge railing. ROWE will bill the City of Flint our direct costs for this offsite material testing work. The material suppliers and locations of manufacture are not known at this time; therefore, we are not able to determine the exact costs for these items. We propose the following budget for this testing.

Precast beam inspection	\$15,000
Steel railing and fabricated steel inspection	\$6,000
Concrete Cylinder Testing	\$5,000
HMA Testing	\$5,000

If actual costs are projected to exceed these amounts, the additional costs will be brought to the city's attention prior to the work taking place.

Compensation

ROWE acknowledges that we will conform to the contractual agreement with our MiDEAL/ Michigan Department of Technology Management and Budget (MDTMB) State of Michigan Cooperative agreement submitted in January 2023.

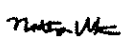
Compensation for our serviced will be billed on our hourly rate schedule. Passthrough costs for Offsite Material Testing will be marked up at 0 percent per our MiDEAL/MDTMB agreement.

Our proposed fees are noted below:

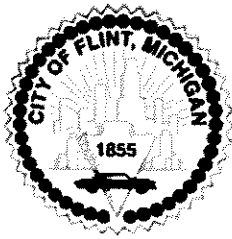
Construction Engineering, Office Technician and Field Inspection:	\$192,400
Construction Staking:	\$37,760
Offsite Material Testing:	<u>\$31,000</u>
Total:	\$261,160

If you have any questions relative to this proposal, please do not hesitate to contact me at (810) 341-7500.

Sincerely,
ROWE Professional Services Company

 Nathan Whiting
Mar 6 2023 1:18 PM

Nate Whiting, PE
Senior Project Manager



RESOLUTION NO.: 230085
PRESENTED: MAR 22 2023
ADOPTED: _____

BY THE CITY ADMINISTRATOR:

**RESOLUTION AUTHORIZING THE FLINT POLICE DEPARTMENT TO ENTER INTO AN AGREEMENT
WITH THE GENESEE COUNTY PROSECUTING ATTORNEY FOR A WITNESS PROTECTION
PROGRAM.**

WHEREAS, The City of Flint Police Department has entered into an agreement with the Genesee County Prosecuting Attorney to utilize allocated ARPA funds would be used towards witness protection. The Genesee County Prosecutor's Office will be responsible for the administration of setting up the expenditures through their infrastructure already in place through the witness services program.

WHEREAS, according to adopted Resolution #220464.1, the ARPA allocation plan allocates \$300,000.00 for a Witness Protection Program.

Funding is to come from the following account(s):

Account Number	Account Name/ Grant Code	Amount
287-305.701-801.000	Witness Pro/ FUSDT-CSLFRF	\$300,000.00
	FY2023 TOTAL	\$300,000.00

IT IS RESOLVED that the Proper City Officials are hereby authorized to do all things necessary to enter into an agreement with the Genesee County Prosecutor's Office in the amount not to exceed \$300,000, for a 2-year period April 1, 2023-April 1 2025. Or until funds are exhausted.

APPROVED AS TO FORM:

William Kim, City Attorney

FOR THE CITY OF FLINT:

Clyde Edwards, City Administrator

APPROVED AS TO FINANCE:

Robert J.F Widigan, Chief Financial Officer

APPROVED BY CITY COUNCIL:

Allie Herkenroder, City Council President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 03/14/2023

BID/PROPOSAL#:

AGENDA ITEM TITLE: RESOLUTION AUTHORIZING THE CITY OF FLINT TO ENTER INTO AN AGREEMENT WITH THE GENESEE COUNTY PROSECUTORS OFFICE FOR A WITNESS PROTECTION PROGRAM

PREPARED BY: Candice Smith - Police Department

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The purpose of this Resolution is to enter into an agreement with the Genesee County Prosecutors Office (GCPO) to utilize allocated ARPA funds. The Genesee County Prosecutor's Office will be responsible for the administration of setting up the expenditures through their infrastructure already in place through the Witness Services Program.

FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Police	Professional Services	287-305.701-801.000	FUSDT-CSLFRF	\$300,000.00
		FY-23 GRAND TOTAL		\$300,000.00

PRE-ENCUMBERED? YES ☐ NO ☒

ACCOUNTING APPROVAL: Candice Smith Date: 3/15/23

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

OTHER IMPLICATIONS (i.e., collective bargaining): NONE

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ **APPROVED** ☐ **NOT APPROVED**

DEPARTMENT HEAD SIGNATURE: Terence Green
(Terence Green - Chief of Police)



RESOLUTION NO.:

220464.1

PRESENTED:

OCT 24 2022

ADOPTED:

OCT 24 2022

RESOLUTION ADOPTING ARPA ALLOCATION PLAN**BY THE CITY COUNCIL:**

Under the American Rescue Plan Act (ARPA), the City of Flint received grant funding from the Coronavirus Local Fiscal Recovery Fund through the US Department of Treasury in the amount of \$94,726,664.00, to address public health and economic impacts of the COVID-19 public health emergency, respond to workers performing essential work during the COVID-19 public health emergency, provide government services to the extent of the reduction in revenue due to the COVID-19 public health emergency, and to make necessary investments in infrastructure.

\$34,374,696.00 of the City's ARPA funding has already been allocated and/or spent for these purposes. The remaining \$60,351,968.00 must be spent by December 31, 2026, to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

IT IS RESOLVED that the Flint City Council adopts the ARPA Allocation Plan, listed below, as its plan for allocating the remaining \$60,351,968.00 of the City's remaining ARPA funding

	Previously Authorized Allocations of ARPA Funds	Allocation of Remaining ARPA Funds	Community Grants (Incl in Remaining ARPA Funds Allocations)
Neighborhood Improvement	26,400,000.00	13,735,000.00	9,660,000.00
Economic Development	0.00	8,275,000.00	3,000,000.00
Public Safety	600,000.00	3,720,000.00	1,000,000.00
Public Health	1,250,000.00	5,250,000.00	4,500,000.00
Infrastructure	1,800,000.00	400,000.00	0.00
Revenue Replacement	404,334.00	21,122,618.00	0.00
Contingency	0.00	5,000,000.00	0.00
Premium Pay	2,769,712.00	0.00	0.00
Administration	1,150,650.00	2,849,350.00	0.00
Grand Totals	\$34,374,696.00	\$60,351,968.00	\$18,160,000.00

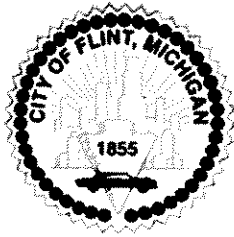
IT IS FURTHER RESOLVED that the appropriate City officials are asked to implement this allocation plan, including identifying and submitting specific grantees or expenditures for Council approval, in accordance with the requirements of City, State, and Federal law.

Flint City Council Proposed ARPA Allocation Plan

	<u>Council Proposed Allocation with Remaining Funds</u>	<u>Community Grants</u>
Neighborhood Improvement		
HB-02 Neighborhood Clean Up	2,210,000.00	1,210,000.00
HB-03 Alternative Uses for Vacant Lots	250,000.00	500,000.00
HB-04 Homeowner Education	50,000.00	50,000.00
HB-05 Home Repair & Improvement Grants	5,000,000.00	5,000,000.00
HB-06 Community Development Gap Financing	1,400,000.00	1,400,000.00
PH-02 Improve Parks and Community Centers (Moved from Public Health)		
Total Neighborhood Improvement	<u>4,825,000.00</u>	<u>1,500,000.00</u>
	13,735,000.00	9,660,000.00
Economic Development		
ED-02 Loans to Businesses	375,000.00	
ED-03 Clean-up Buick City	3,250,000.00	
ED-04 Property Disposition	175,000.00	
ED-05 Improve Technology For Economic Development	600,000.00	
ED-06 Oak Business Center	875,000.00	
ED-06 Business Grants Covid Recovery	500,000.00	500,000.00
ED-06 Youth Job Training	2,500,000.00	2,500,000.00
Total Economic Development	<u>8,275,000.00</u>	<u>3,000,000.00</u>
Public Safety		
PS-01 Hiring Bonuses (Police and Fire)	0.00	
PS-02 Police Training	100,000.00	
PS-03 Purchase 20 Cameras	200,000.00	
PS-04 Purchase 15 Vehicles for Detective Bureau (Moved to Revenue Replacement)		
PS-05 Witness Protection Program	0.00	
PS-06 Clear Cold Cases in Conjunction with Detroit Crime Commission (Moved to Revenue Replacement)	300,000.00	
PS-07 Add 500 streetlights, Replace 2000 Lights With LED Bulbs	0.00	
PS-08 PAL Pilot Project (500 children)	2,800,000.00	
PS-09 Pilot for Dispute Resolution	250,000.00	
PS-10 Gun Bounty	250,000.00	1,000,000.00
PS-11 Speed Humps (Moved to Revenue Replacement)	0.00	
PS-12 Third Party Review of 911 Response to City Calls	0.00	
Secured Lot for City Employees, including Police	0.00	
Total Public Safety	<u>70,000.00</u>	
	3,970,000.00	1,000,000.00
Public Health and Youth Development		
PH-04 Food Access and Food System Support (Ex. Food Pantries, Urban Gardens)		
PH-05 Mental Health Referrals and Services and Support	1,000,000.00	1,000,000.00
Homelessness	1,000,000.00	1,000,000.00
Water Affordability Project	500,000.00	
proposed Youth Wellness (education, leadership, recreation)	250,000.00	
proposed Health Care Access, Equity & Research	500,000.00	500,000.00
Total Public Health	<u>2,000,000.00</u>	<u>2,000,000.00</u>
	5,250,000.00	4,500,000.00

Flint City Council Proposed ARPA Allocation Plan

	<u>Council Proposed Allocation with Remaining Funds</u>	<u>Community Grants</u>
Infrastructure		
Water Main Miller Road		
Total Infrastructure	400,000.00	
	400,000.00	0.00
Revenue Replacement		
Speed Humps (74,570 spent) (Moved from Public Safety)	13,142,188.00	
Sidewalk Repair	125,430.00	
City Public Health Office (moved from Public Health & Youth E	2,000,000.00	
Excavator (moved from Infrastructure)	425,000.00	
Dump Truck (moved from Infrastructure)	320,000.00	
Skid Steer (moved from Infrastructure)	150,000.00	
Renovate Council Chambers	140,000.00	
Additional Fire Department Equipment	500,000.00	
Ward Priorities (30,000/Ward)	1,000,000.00	
Clear Cold Cases in Conjunction with Detroit Crime	270,000.00	
PS-06 Commission (Moved from Public Safety)	350,000.00	
PS-04 Purchase Vehicles for Detective Bureau (Moved from		
Public Safety)	450,000.00	
HB-09 Removal of City Owned Trees (Moved from Neighborhood In	2,000,000.00	
Total Revenue Replacement	20,872,618.00	0.00
Contingency		
Future Reserves		
Total Contingency	5,000,000.00	
	5,000,000.00	0.00
Premium Pay		
Premium Pay		
Total Premium Pay	0.00	
	0.00	0.00
Administration		
Total Administration	2,849,350.00	
	2,849,350.00	0.00
Grand Totals	<u>\$ 60,351,968.00</u>	<u>\$ 18,180,000.00</u>



RESOLUTION NO.: 230086
PRESENTED: MAR 22 2023
ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION AUTHORIZING THE FLINT POLICE DEPARTMENT TO ESTABLISH A COLD CASE UNIT

WHEREAS, The City of Flint Police Department has hundreds of unsolved Cold Cases. The department will utilize the allocated ARPA funds to establish a Cold Case Unit. This Unit will support the only full-time Cold Case Detective presently assigned to investigate cold cases.

WHEREAS, according to adopted Resolution #220464.1, the ARPA allocation plan allocates \$350,000.00 for a Cold Case Unit.

Funding is to come from the following account(s):

Account Number	Account Name/ Grant Code	Amount
287-305-701-801.000	Cold Case /FUSDT-CSLFRF	\$350,000.00
	FY2023 TOTAL	\$350,000.00

IT IS RESOLVED that the Proper City Officials are hereby authorized to do all things necessary to establish a Cold Case Unit over a two (2) year period ((April 1, 2023-April 1, 2025) in an amount not-to-exceed \$350,000.00.

APPROVED AS TO FORM:

William Kim, City Attorney

FOR THE CITY OF FLINT:

Clyde Edwards, City Administrator

APPROVED AS TO FINANCE:

Robert J.F Widigan, Chief Financial Officer

APPROVED BY CITY COUNCIL:

Allie Herkenroder, City Council President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 03/14/2023

BID/PROPOSAL#:

AGENDA ITEM TITLE: RESOLUTION AUTHORIZING THE FLINT POLICE DEPARTMENT TO ESTABLISH A COLD CASE UNIT

PREPARED BY: Candice Smith - Police Department

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint Police Department has hundreds of unsolved Cold Cases. The Department will utilize the allocated ARPA funds to establish a Cold Case Unit. This Unit will support the only full-time Cold Case Detective presently assigned to investigate cold cases.

FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Police	Professional Services	287-305.701-801.000	FUSDT-CSLFRF	\$350,000.00
		FY-23 GRAND TOTAL		\$350,000.00

PRE-ENCUMBERED? YES ☐ NO ☒

ACCOUNTING APPROVAL: Candice Smith Date: 3/14/23

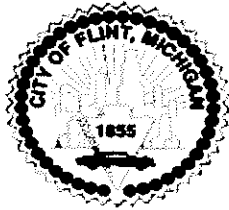
WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

OTHER IMPLICATIONS (i.e., collective bargaining): NONE

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ **APPROVED** ☐ **NOT APPROVED**

DEPARTMENT HEAD SIGNATURE:

Terence Green
(Terence Green - Chief of Police)



Sheldon Neeley
MAYOR

FLINT POLICE DEPARTMENT
City of Flint, Michigan



Terence Green
CHIEF OF POLICE

FLINT POLICE DEPARTMENT COLD CASE UNIT
2-YEAR BUDGET PROPOSAL

Personnel:

Budget:

2- retired detectives	\$100,000
Intel Analyst	\$35,000
Polygraph Examiner	\$25,500

Equipment/Software:

Laptops	\$5,000
Cellphones	\$2,500
DNA testing	\$48,000

General Expenses:

Travel	\$25,000
Training	\$10,000
Miscellaneous: Expert Witness, Technology, Office Equipment	\$100,000

Total Expenses:

\$350,000



RESOLUTION NO.:

220464.1

PRESENTED:

OCT 24 2022

ADOPTED:

OCT 24 2022

RESOLUTION ADOPTING ARPA ALLOCATION PLAN**BY THE CITY COUNCIL:**

Under the American Rescue Plan Act (ARPA), the City of Flint received grant funding from the Coronavirus Local Fiscal Recovery Fund through the US Department of Treasury in the amount of \$94,726,664.00, to address public health and economic impacts of the COVID-19 public health emergency, respond to workers performing essential work during the COVID-19 public health emergency, provide government services to the extent of the reduction in revenue due to the COVID-19 public health emergency, and to make necessary investments in infrastructure.

\$34,374,696.00 of the City's ARPA funding has already been allocated and/or spent for these purposes. The remaining \$60,351,968.00 must be spent by December 31, 2026, to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

IT IS RESOLVED that the Flint City Council adopts the ARPA Allocation Plan, listed below, as its plan for allocating the remaining \$60,351.968.00 of the City's remaining ARPA funding

	Previously Authorized Allocations of ARPA Funds	Allocation of Remaining ARPA Funds	Community Grants (incl in Remaining ARPA Funds Allocations)
Neighborhood Improvement	26,400,000.00	13,735,000.00	9,660,000.00
Economic Development	0.00	8,275,000.00	3,000,000.00
Public Safety	600,000.00	3,720,000.00	1,000,000.00
Public Health	1,250,000.00	5,250,000.00	4,500,000.00
Infrastructure	1,800,000.00	400,000.00	0.00
Revenue Replacement	404,334.00	21,122,618.00	0.00
Contingency	0.00	5,000,000.00	0.00
Premium Pay	2,769,712.00	0.00	0.00
Administration	1,150,650.00	2,849,350.00	0.00
Grand Totals	\$34,374,696.00	\$60,351,968.00	\$18,160,000.00

IT IS FURTHER RESOLVED that the appropriate City officials are asked to implement this allocation plan, including identifying and submitting specific grantees or expenditures for Council approval, in accordance with the requirements of City, State, and Federal law.

Flint City Council Proposed ARPA Allocation Plan

	<u>Council Proposed Allocation with Remaining Funds</u>	<u>Community Grants</u>
Neighborhood Improvement		
HB-02 Neighborhood Clean Up	2,210,000.00	1,210,000.00
HB-03 Alternative Uses for Vacant Lots	250,000.00	500,000.00
HB-04 Homeowner Education	50,000.00	50,000.00
HB-05 Home Repair & Improvement Grants	5,000,000.00	5,000,000.00
HB-06 Community Development Gap Financing	1,400,000.00	1,400,000.00
PH-02 Improve Parks and Community Centers (Moved from Public Health)		
Total Neighborhood Improvement	<u>4,825,000.00</u>	<u>1,500,000.00</u>
	13,735,000.00	9,660,000.00
Economic Development		
ED-02 Loans to Businesses	375,000.00	
ED-03 Clean-up Buick City	3,250,000.00	
ED-04 Property Disposition	175,000.00	
ED-05 Improve Technology For Economic Development	600,000.00	
ED-06 Oak Business Center	875,000.00	
ED-06 Business Grants Covid Recovery	500,000.00	500,000.00
Youth Job Training		
Total Economic Development	<u>2,500,000.00</u>	<u>2,500,000.00</u>
	8,275,000.00	3,000,000.00
Public Safety		
PS-01 Hiring Bonuses (Police and Fire)	0.00	
PS-02 Police Training	100,000.00	
PS-03 Purchase 20 Cameras	200,000.00	
PS-04 Purchase 15 Vehicles for Detective Bureau (Moved to Revenue Replacement)		
PS-05 Witness Protection Program	0.00	
PS-06 Clear Cold Cases in Conjunction with Detroit Crime Commission (Moved to Revenue Replacement)	300,000.00	
PS-07 Add 500 streetlights, Replace 2000 Lights With LED Bulbs	0.00	
PS-08 PAL Pilot Project (500 children)	2,800,000.00	
PS-09 Pilot for Dispute Resolution	250,000.00	
PS-10 Gun Bounty	250,000.00	1,000,000.00
PS-11 Speed Humps (Moved to Revenue Replacement)	0.00	
PS-12 Third Party Review of 911 Response to City Calls	0.00	
Secured Lot for City Employees, including Police	0.00	
Total Public Safety	<u>70,000.00</u>	
	3,970,000.00	1,000,000.00
Public Health and Youth Development		
PH-04 Food Access and Food System Support (Ex. Food Pantries, Urban Gardens)		
PH-05 Mental Health Referrals and Services and Support	1,000,000.00	1,000,000.00
Homelessness	1,000,000.00	1,000,000.00
Water Affordability Project	500,000.00	
proposed Youth Wellness (education, leadership, recreation)	250,000.00	
proposed Health Care Access, Equity & Research	500,000.00	500,000.00
Total Public Health	<u>2,000,000.00</u>	<u>2,000,000.00</u>
	5,250,000.00	4,500,000.00

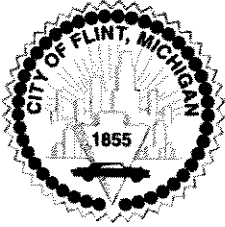
Flint City Council

Proposed ARPA Allocation Plan

	<u>Council Proposed Allocation with Remaining Funds</u>	<u>Community Grants</u>
Infrastructure		
Water Main Miller Road		
Total Infrastructure	400,000.00	
	400,000.00	0.00
Revenue Replacement		
Speed Humps (74,570 spent) (Moved from Public Safety)	13,142,188.00	
Sidewalk Repair	125,430.00	
City Public Health Office (moved from Public Health & Youth C	2,000,000.00	
Excavator (moved from Infrastructure)	425,000.00	
Dump Truck (moved from Infrastructure)	320,000.00	
Skid Steer (moved from Infrastructure)	150,000.00	
Renovate Council Chambers	140,000.00	
Additional Fire Department Equipment	500,000.00	
Ward Priorities (30,000/Ward)	1,000,000.00	
Clear Cold Cases in Conjunction with Detroit Crime	270,000.00	
PS-06 Commission (Moved from Public Safety)	350,000.00	
PS-04 Purchase Vehicles for Detective Bureau (Moved from		
Public Safety)	450,000.00	
HB-09 Removal of City Owned Trees (Moved from Neighborhood In	2,000,000.00	
Total Revenue Replacement	20,872,618.00	0.00
Contingency		
Future Reserves		
Total Contingency	5,000,000.00	
	5,000,000.00	0.00
Premium Pay		
Premium Pay		
Total Premium Pay	0.00	
	0.00	0.00
Administration		
Total Administration	2,849,350.00	
	2,849,350.00	0.00
Grand Totals	\$ 60,351,968.00	\$ 18,160,000.00

Flint City Council ARPA Allocation Plan

	Council Proposed Plan with Remaining Funds	Community Grants
Total Neighborhood Improvement	13,735,000.00	9,660,000.00
Total Economic Development	8,275,000.00	3,000,000.00
Total Public Safety	3,970,000.00	1,000,000.00
Total Public Health	5,250,000.00	4,500,000.00
Total Infrastructure	400,000.00	0.00
Total Revenue Replacement	20,872,618.00	0.00
Total Contingency	5,000,000.00	0.00
Total Premium Pay	0.00	0.00
Total Administration	2,849,350.00	0.00
Grand Totals	\$ 60,351,968.00	\$ 18,160,000.00



RESOLUTION NO.: _____

PRESENTED: _____ MAR 22 2023

ADOPTED: _____

**RESOLUTION APPROVING THE 2022 NATIONAL SETTLEMENTS OF IN RE:
NATIONAL PRESCRIPTION OPIATE LITIGATION (MDL NO. 2804)**

Closed session concerning this matter was held on March 8, 2023;

On or about February 18, 2019, the City joined the ranks of communities nationwide who filed lawsuits against manufacturers and distributors of prescription opioids, to recover resources spent responding to and addressing opioid addiction and abuse in their communities. These lawsuits, collectively, are commonly referred to as “In Re: National Prescription Opiate Litigation (MDL No. 2804);”

In 2021, nationwide settlements (the “2021 National Settlements”) were reached to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors—McKesson, Cardinal Health, and AmerisourceBergen (“Distributors”)—and against manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”). The Flint City Council previously approved the settlement of the City’s claims, as to those defendants, on December 13, 2021;

In late 2022, further agreements were announced with three pharmacy chains—CVS, Walgreens, and Walmart—and two additional manufacturers—Allergan and Teva (the “2022 National Settlements”). As with the 2021 National Settlements, states and local political subdivisions that want to participate in the 2022 National Settlements now can “opt in.” The greater the level of subdivision participation, the more funds will ultimately be paid out to each participating subdivision. Assuming maximum participation, the 2022 National Settlements require:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or \$240 million of cash in lieu of product, as each state may elect;
- Allergan to pay up to \$2.02 billion over 7 years;
- CVS to pay up to \$4.90 billion over 10 years;
- Walgreens to pay up to \$5.52 billion over 15 years; and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

Michigan communities are currently eligible to participate in the 2022 National Settlements as to Teva, Allergan, CVS, and Walmart, with participation as to Walgreens still pending.

The Proposed Settlements each contain a “default” allocation method where settlement funds that are allocated to a particular state to resolve the claims asserted by state and local governments within that state are allocated as follows:

- 15% of settlement proceeds paid under the Proposed Settlements are allocable to the State;

- 15% of the settlement proceeds are allocable to local governments; and
- 70% of the settlement proceeds are allocable to an opioid abatement fund;

The Proposed Settlements also enable the state and local governments within a State to negotiate alternative allocation methods to the “default” allocation method referenced above, and counsel for the City recommends an alternative allocation method which allocates settlement funds on a 50/50 basis to:

- Participating Local Governments who have elected to participate in the Proposed Settlements; and
- The State of Michigan.

City Administration and the Law Department recommend approving the City of Flint’s participation in the 2022 National Settlements, as to all of the parties involved, to ensure that the City receives its share of the settlement proceeds.

IT IS RESOLVED that the appropriate City officials are authorized to execute the 2022 National Settlements of the National Prescription Opiate Litigation for the City of Flint.

IT IS FURTHER RESOLVED that the appropriate City officials are authorized to execute Participation Agreements on behalf of the City of Flint for: (1) the Master Settlement Agreement with Teva Pharmaceuticals Industries Ltd.; (2) the Master Settlement Agreement with Allergan Finance, LLC; (3) the Master Settlement Agreement with CVS Health Corp. and CVS Pharmacy, Inc.; and (4) the Master Settlement Agreement with Walmart, Inc.

IT IS FURTHER RESOLVED that the appropriate City officials are authorized to execute a new Michigan State-Subdivision Agreement For Allocation of Allergan, Teva, CVS, and Walmart Settlement Agreements on behalf of the City of Flint.

IT IS FURTHER RESOLVED that the appropriate City officials are authorized to execute a similar state-subdivision agreement to the extent that it provides a substantially similar allocation of settlement or bankruptcy proceeds obtained from opioids litigation with any other entity as part of the 2022 National Settlements.

FOR THE CITY OF FLINT:

FOR THE CITY COUNCIL:

CLYDE D EDWARDS
CLYDE D EDWARDS (Mar 17, 2023 14:49 EDT)

Clyde Edwards, City Administrator

APPROVED AS TO FORM:

William Kim
William Kim (Mar 16, 2023 12:36 EDT)

William Y. Kim, City Attorney



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 3/16/2023

BID/PROPOSAL#: N/A

AGENDA ITEM TITLE: RESOLUTION APPROVING THE 2022 NATIONAL SETTLEMENTS OF IN RE: NATIONAL PRESCRIPTION OPIATE LITIGATION (MDL NO. 2804)

PREPARED BY: William Y. Kim, Department of Law
(Please type name and Department)

VENDOR NAME: N/A

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Resolution approving the City of Flint's participation in the 2022 National Settlements of In Re: National Prescription Opiate Litigation (MDL No. 2804). Participation agreements are available at <https://nationalopioidsettlement.com/>.

Specimen copies of the material terms of the participation agreements and Michigan state-subdivision agreements are attached.

FINANCIAL IMPLICATIONS: Assuming sufficient participation by political subdivisions, the City of Flint will eventually receive an indeterminate amount of funds as its proceeds from the 2022 National Settlements.

BUDGETED EXPENDITURE? YES ☐ NO ☒

IF NO, PLEASE EXPLAIN: No expenditures involved.

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ **APPROVED** ☐ **NOT APPROVED**

DEPARTMENT HEAD SIGNATURE:


William Kim (Mar 16, 2023 12:36 EDT)

William Y. Kim, City Attorney

EXHIBIT A

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity	State:
Authorized Official	
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 Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to 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 [website link to national settlement website to be provided].
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva 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.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. 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 Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (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 Teva Settlement are intended by Released Entities and the Governmental Entity 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 Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva 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 Teva Settlement.

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
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 Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to 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 MDL 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 [link to national settlement website page to be provided].
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan 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.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. 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 Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether 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 in bringing, 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 Allergan Settlement are intended 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 Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan 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 Allergan Settlement.

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K¹

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
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 December 2, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS 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 CVS 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 [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS 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 CVS 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

¹ As of December 8, 2022.

as provided in, and for resolving disputes to the extent provided in, the CVS 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 CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS 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 CVS 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 CVS 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 CVS Settlement.
10. In connection with the releases provided for in the CVS 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 CVS Settlement.

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

EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
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 November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective 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/wp-content/uploads/2023/01/form-of-Master-Stipulation-of-Dismissal.pdf>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart 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 Walmart 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 Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (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 Walmart 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 Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart 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 Walmart Settlement.

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

MICHIGAN STATE-SUBDIVISION AGREEMENT FOR ALLOCATION OF ALLERGAN, TEVA, CVS, AND WALMART SETTLEMENT AGREEMENTS

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.

To allocate monetary payments received from these Pharmaceutical Entities, the State and Litigating Local Governments agree to the following State-Subdivision Agreement:

I. Definitions

As used in this Memorandum of Understanding ("MOU"):

- A. "Administrative Fund" is 0.3% of the Local Government Share.
- B. "Actual Attorney Fees" are the aggregate contingent fees paid to a Local Litigating Attorney for work performed for a Litigating Local Government for the Settlements 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 Settlements.
- C. "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.
- D. "De minimis-share Local Government" is a Participating Local Government whose Final Allocation Percentage is less than .0083%.

- E. “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.
- F. “Litigating Local Government Attorneys” are the law firms who were retained by the Litigating Local Governments.
- G. “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.
- H. “Litigating Local Governments” are the entities indicated as litigating in Exhibit C of this agreement.
- I. “Litigation Adjustment” is an adjustment applied to the Preliminary Allocation Percentage.
- J. “Local Government Share” is the portion of the Settlement Payments payable to Participating Local Governments pursuant to this State-Subdivision Agreement.
- K. “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 each of the Settlements.
- L. “National Contingency Fee Fund” are the individual Contingency Fee Funds established in the Settlements to compensate Litigating Local Government Attorneys.
- M. “National Fund Administrator” is the Settlement Fund Administrator as defined by the Settlements.
- N. “Neutral Special Master” is an independent mediator selected by the State.
- O. “Opioid Remediation” is the term as defined by the Settlements.
- P. “Participating Local Governments” are the Local Governments who have signed a Participation Agreement for the Settlements.
- Q. “Parties” are the State and the Litigating Local Governments. The singular word “Party” shall mean either the State or Litigating Local Governments.
- R. “Pharmaceutical Entities” are the “Released Entities” as defined by the Settlements.

- S. “Preliminary Allocation Percentage” is the percentage listed for a Participating Local Government in Exhibit B of this agreement.
- T. “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 Settlements 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 Settlements.
- U. “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.
- V. “Settlements” are the Allergan, Teva, CVS, and Walmart national settlement agreements related to opioids and entered by the State in December 2022.
- W. “Settlement Payments” are scheduled monetary payments received through the Settlements.
- X. “Special Circumstance Fund” is 5% of the Local Government Share.
- Y. “State” is the State of Michigan acting through its Attorney General or her designees.
- Z. “State Share” is the portion of the Settlement Payments payable to the State pursuant to this State-Subdivision Agreement.

II. Terms

- 1. Participation in Settlements: The Parties agree that to participate in the Settlements, 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 Settlements. 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:

- Administrative Fund
- Litigating Local Government Attorney Fee Fund
- Special Circumstance 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 12%.

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 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. 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 Teva, Walmart, CVS, or Allergan Settlement Agreements, respectively, that restrict 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. Special Circumstance Fund: An application to receive additional funding for any local impact of the opioid epidemic that is not captured by a Local Government's Allocation Percentage may be submitted to

the Neutral Special Master for consideration. The Neutral Special Master will decide the additional funding to be paid, if any, to all applicants on an application-by-application basis. Any additional funding allocated under this paragraph shall only be paid from the Special Circumstance Fund. The deadline for initial applications shall be determined by the Michigan Department of Attorney General and reviewed for allocation determination by the Neutral Special Master. The allocation decisions of the Neutral Special Master shall be final and not appealable. Notwithstanding the foregoing, Local Governments may submit applications to revise the Special Circumstance Fund allocation determinations on March 29, 2030 to reflect changes in circumstances, and the Neutral Special Master may prospectively adjust the allocation of the Special Circumstance Fund at that time. Local Governments are limited to one application prior to the initial deadline and one subsequent application on March 29, 2030. Application to the Special Circumstance Fund may not be made with the express purpose of offsetting the Litigation Adjustment. The Neutral Special Master shall be paid solely from the Administrative Fund.

11. 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.
12. 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 Settlements.
13. Reversion to Local Government Share:
 - a. Any amounts remaining in the Administrative Fund shall remain in such fund until all anticipated administrative costs associated with implementation of this agreement have been paid, after which any remaining funds may revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage.

- b. 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

Local Government	Final Allocation Percentage
Ada Township	0.0043760292%
Adrian City	0.0339626660%
Alcona County	0.0934630120%
Alger County	0.0879526161%
Algoma Township	0.0017535337%
Allegan County	0.4616561194%
Allen Park City	0.0642202609%
Allendale Charter Township	0.0046474905%
Alpena County	0.3552568075%
Alpine Charter Township	0.0015193823%
Ann Arbor City	0.2767977793%
Antrim County	0.2666726546%
Antwerp Township	0.0007847494%
Arenac County	0.1805504891%
Auburn Hills City	0.0703250556%
Bangor Charter Township	0.0065282392%
Baraga County	0.0830046065%
Barry County	0.2587191476%
Bath Charter Township	0.0321460332%
Battle Creek City	0.2045817057%
Bay City	0.0685863654%
Bay County	1.2330105691%
Bedford Township	0.0246542442%
Benton Charter Township	0.0542117185%
Benzie County	0.1559709002%
Berkley City	0.0214483383%
Berrien County	1.4353012866%
Beverly Hills Village	0.0274893432%
Big Rapids City	0.0146444451%
Birmingham City	0.0616071651%
Bloomfield Charter Township	0.1431441040%
Branch County	0.3823020966%
Brandon Charter Township	0.0178348199%
Brighton Township	0.0006049341%
Brownstown Charter Township	0.0618601336%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Burton City	0.0198287415%
Byron Township	0.0085803473%
Cadillac City	0.0592857184%
Caledonia Charter Township	0.0027577830%
Calhoun County	1.8505476605%
Cannon Township	0.0033093395%
Canton Charter Township	0.2635381672%
Cascade Charter Township	0.0121186350%
Cass County	0.4127455392%
Charlevoix County	0.2142858041%
Cheboygan County	0.3167238809%
Chesterfield Charter Township	0.1262511644%
Chippewa County	0.2680205692%
Clare County	0.2799817433%
Clawson City	0.0139497332%
Clinton Charter Township	0.6524317943%
Clinton County	0.5402669012%
Coldwater City	0.0077283577%
Commerce Charter Township	0.0198854362%
Comstock Charter Township	0.0084518668%
Cooper Charter Township	0.0009590766%
Crawford County	0.2886253251%
Davison Township	0.0088446355%
Dearborn City	0.2996583319%
Dearborn Heights City	0.1053620175%
Delhi Charter Township	0.0196753105%
Delta Charter Township	0.0405538922%
Delta County	0.2604485158%
Detroit City	7.1316532282%
Dewitt Charter Township	0.0367701778%
Dickinson County	0.2772929170%
East Bay Township	0.0014646767%
East Grand Rapids City	0.0207354059%
East Lansing City	0.1928773141%
Eastpointe City	0.1677249820%
Eaton County	1.0040382409%
Egelston Township	0.0059203305%
Emmet County	0.1813256578%
Emmett Charter Township	0.0081390406%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Escanaba City	0.0181020848%
Farmington City	0.0220247278%
Farmington Hills City	0.1651189520%
Fenton Charter Township	0.0018526954%
Fenton City	0.0479607189%
Ferndale City	0.0891131349%
Flat Rock City	0.0171781967%
Flint Charter Township	0.0255754903%
Flint City	2.9548125615%
Flushing Charter Township	0.0037431147%
Fort Gratiot Charter Township	0.0094416381%
Fraser City	0.0800906838%
Frenchtown Charter Township	0.0488838534%
Fruitport Charter Township	0.0129270962%
Gaines Township, Kent County	0.0089914131%
Garden City	0.0360229820%
Garfield Charter Township	0.0004066570%
Genesee Charter Township	0.0129462245%
Genesee County	2.0590679068%
Genoa Township	0.0000756167%
Georgetown Charter Township	0.0072026921%
Gladwin County	0.2150307736%
Gogebic County	0.0746722684%
Grand Blanc Charter Township	0.0209833611%
Grand Haven Charter Township	0.0112761850%
Grand Haven City	0.0347728914%
Grand Rapids Charter Township	0.0037568289%
Grand Rapids City	1.3440310108%
Grand Traverse County	0.9233801980%
Grandville City	0.0278015743%
Gratiot County	0.3525172203%
Green Oak Township	0.0321695305%
Grosse Ile Township	0.0214222891%
Grosse Pointe Park City	0.0283111539%
Grosse Pointe Woods City	0.0201749251%
Hamburg Township	0.0339303208%
Hamtramck City	0.1082345398%
Harper Woods City	0.0302106475%
Harrison Charter Township	0.1242049355%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Hartland Township	0.0002916646%
Hazel Park City	0.0439995757%
Highland Charter Township	0.0175909627%
Highland Park City	0.0233942274%
Hillsdale County	0.4179678350%
Holland Charter Township	0.0174327221%
Holland City	0.0989468652%
Holly Township	0.0024496552%
Houghton County	0.2492720157%
Huron Charter Township	0.0404726923%
Huron County	0.1750661517%
Independence Charter Township	0.0493200938%
Ingham County	2.3910807430%
Inkster City	0.0997567285%
Ionia City	0.0268462855%
Ionia County	0.5494312513%
Iosco County	0.3597973006%
Iron County	0.1234778975%
Iron Mountain City	0.0102890430%
Isabella County	0.6406629239%
Jackson City	0.1975961131%
Jackson County	0.6486601285%
Kalamazoo Charter Township	0.0310860965%
Kalamazoo City	0.2263063196%
Kalamazoo County	2.2227072398%
Kalkaska County	0.0983797692%
Kent County	3.1145250537%
Kentwood City	0.0850489860%
Keweenaw County	0.0040439910%
Lake County	0.0815750848%
Lansing City	0.5944941436%
Lapeer County	0.4730735299%
Leelanau County	0.1385869500%
Lenawee County	0.8823792954%
Lenox Township	0.0066875918%
Leoni Township	0.0054332410%
Lincoln Charter Township	0.0106649534%
Lincoln Park City	0.0949381273%
Livingston County	1.4976536818%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Livonia City	0.4479740966%
Luce County	0.0715137352%
Lyon Charter Township	0.0036024341%
Mackinac County	0.0543490033%
Macomb County	8.6511046551%
Macomb Township	0.0646503489%
Madison Heights City	0.0862367299%
Manistee County	0.3495468254%
Marion Township, Livingston County	0.0001188263%
Marquette City	0.0187316345%
Marquette County	0.6035274193%
Mason County	0.2785770312%
Mecosta County	0.1984658748%
Melvindale City	0.0310542941%
Menominee County	0.0944228353%
Meridian Charter Township	0.0423078149%
Midland City	0.1806420880%
Midland County	0.3217601862%
Milford Charter Township	0.0038407489%
Missaukee County	0.0599227243%
Monitor Charter Township	0.0026396387%
Monroe Charter Township	0.0071543602%
Monroe City	0.1256002278%
Monroe County	1.7154393930%
Montcalm County	0.6957834128%
Montmorency County	0.0985848161%
Mount Clemens City	0.0300567479%
Mount Morris Charter Township	0.0148781594%
Mount Pleasant City	0.0213788564%
Mundy Charter Township	0.0090106554%
Muskegon Charter Township	0.0215634933%
Muskegon City	0.1044619233%
Muskegon County	1.9100374032%
Muskegon Heights City	0.0299042116%
New Baltimore City	0.0287085237%
Newaygo County	0.5231812721%
Niles City	0.0348555605%
Niles Township	0.0128680285%
Northville Charter Township	0.0937410512%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Norton Shores City	0.0419374121%
Novi City	0.0875890282%
Oak Park City	0.0620117462%
Oakland Charter Township	0.0163938462%
Oakland County	5.8535727114%
Oceana County	0.2437642147%
Oceola Township	0.0002160479%
Ogemaw County	0.6231253016%
Ontonagon County	0.0564870884%
Orion Charter Township	0.0289580279%
Osceola County	0.2155121864%
Oscoda County	0.0586611524%
Oshtemo Charter Township	0.0074328492%
Otsego County	0.3179205988%
Ottawa County	0.8861345094%
Owosso City	0.0358761118%
Oxford Charter Township	0.0131849087%
Park Township, Ottawa County	0.0041475564%
Pittsfield Charter Township	0.0284820374%
Plainfield Charter Township	0.0087988887%
Plymouth Charter Township	0.0369908346%
Pontiac City	0.3368814739%
Port Huron Charter Township	0.0086247881%
Port Huron City	0.1557098020%
Portage City	0.0586895466%
Presque Isle County	0.1629846795%
Redford Charter Township	0.1266652554%
Riverview City	0.0288390774%
Rochester City	0.0238536559%
Rochester Hills City	0.0403860572%
Romulus City	0.1043054582%
Roscommon County	0.4301836680%
Roseville City	0.2553592802%
Royal Oak City	0.1551263540%
Saginaw Charter Township	0.0413527002%
Saginaw City	0.2574050901%
Saginaw County	1.8052764386%
Sanilac County	0.3884585223%
Sault Ste. Marie City	0.1102861730%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Schoolcraft County	0.0471801158%
Scio Charter Township	0.0030790141%
Shelby Charter Township	0.3026860745%
Shiawassee County	0.8126041030%
South Lyon City	0.0154738400%
Southfield City	0.2350837642%
Southfield Township	0.0000665064%
Southgate City	0.0530873036%
Spring Lake Township	0.0062120900%
Springfield Charter Township	0.0026713434%
St Clair County	2.2355271010%
St Joseph County	0.2548942158%
St. Clair Shores City	0.2031104044%
Sterling Heights City	1.0536459782%
Sturgis City	0.0358119958%
Summit Township, Jackson County	0.0087972622%
Superior Charter Township	0.0072444420%
Taylor City	0.2249624195%
Texas Charter Township	0.0031110081%
Thomas Township	0.0075956313%
Traverse City	0.0694748751%
Trenton City	0.0287924922%
Troy City	0.1410325234%
Tuscola County	0.4964109876%
Tyrone Township, Livingston County	0.0057576762%
Union Charter Township	0.0000306095%
Van Buren Charter Township	0.0769291491%
Van Buren County	0.4558652989%
Vienna Charter Township, Genesee County	0.0051656581%
Walker City	0.0344878971%
Warren City	1.3154129040%
Washington Township, Macomb County	0.0483326054%
Washtenaw County	2.6615292034%
Waterford Charter Township	0.1306353444%
Wayne City	0.0938477712%
Wayne County	11.4087527346%
West Bloomfield Charter Township	0.1567169672%
Westland City	0.3653116491%
Wexford County	0.3345381450%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
White Lake Charter Township	0.0349824061%
Wixom City	0.0220746076%
Woodhaven City	0.0341752498%
Wyandotte City	0.0583665385%
Wyoming City	0.1526406854%
Ypsilanti Charter Township	0.0345854854%
Ypsilanti City	0.0536952762%
Zeeland Charter Township	0.0036753989%
Blackman Charter Township	0.0000000000%
Detroit Wayne Mental Health Authority	0.0000000000%
Total	100.0000000000%

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

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

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%

Exhibit B - Preliminary Allocation Percentage

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

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%

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

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

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

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	

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	

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

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

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

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

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

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	

State of Michigan

By: *Fadwa Hammoud*

Its: Chief Deputy Attorney General