Agenda
Missaukee County Board of Commissioners
Regular Meeting, Commissioners Room
105 S. Canal St. Lake City, MI 49651
November 12, 2019 @ 4:00 PM

Providing high-quality and cost-efficient essential services that support local goals and needs for the health, safety, and economic prosperity of a culturally diverse community.

4:00 Roll Call, Invocation, Pledge of Allegiance
Agenda Approval, Minutes Approval, Correspondence Review
Public Comment**

4:05 Wilbur Yancer
Sheriff Report
Core Technology Software Sole-Source Purchase Proposal

4:15 Lori Cox
Treasurers Report

David Denhouten
Prosecutors Report

4:30 Heather Jensen
MCCOA Report

4:35 Precia Garland
Administrators Report

1. Finance
   a. Lagoon Parking Area Bid Approval
   b. National Prescription Opiate Class Action
   c. EMS Tuition Reimbursement Proposed Policy
   d. Recycling Millage Ballot Proposal Request
   e. 2020 Remonumentation Grant Application

2. Personnel
   a.

3. Claims & Accounts
   a. Monthly Claims

4. Building & Grounds
   a.

5. Commissioner Reports
   a.

6. Other New Business
   a.

Public Comment**

**Public Comment Rules authorized by the Missaukee County Board of Commissioners: Each person recognized by the Chairman shall state their name for the record and will have a limit of 3 minutes to state an opinion. All opinions will be duly noted by the board & if requiring an answer will be addressed by the chairman first or his designee or in writing. The audience is asked not to interrupt at anytime during public comment.
Missaukee County Board of Commissioners
Regular Board Meeting
Annex Building
105 S. Canal St. Lake City, MI
October 15, 2019 @ 4:00 PM

Meeting Called to Order 4:00pm. Invocation and Pledge of Allegiance.

Roll Call of Districts-
Present: Hubert Zuiderveen, Lan Bridson, Roger Ouwinga, Pam Niebrzydowski, Dean Smallegan
Absent: Frank Vanderwal, Star Hughston

Motion by Niebrzydowski, supported by Bridson, to approve the agenda as presented. Motion Carried.

Motion by Smallegan, supported by Ouwinga, to approve minutes from September 10 and 27, 2019 as presented. Motion Carried. Correspondence received and reviewed.

Public Comment: None

Aaron Kearns, Undersheriff, gave a monthly update on the Sheriff’s Department.

Heather Jensen, MCCOA Director, gave an update on the MCCOA.

James VanHaitsma, Equalization Director, presented the 2019 apportionment report and asked that that report be approved as presented.

Motion by Bridson, supported by Niebrzydowski, to approve the 2019 apportionment report as presented. Motion Carried.

Karl Kovacs, Northern Lakes Community Mental Health, gave an annual update.

Precia Garland, Administrator, updated the board on the recent passing of the State of Michigan fiscal year 2020 budget, and subsequent line-item vetoes by Governor Whitmer. Garland detailed the cuts that will specifically affect Missaukee County’s budget, totaling $240,279 for FY2020.

Garland also updated the board on the county’s health insurance plan renewal. The county has experienced higher claims and plan utilization and that has resulted in an increase in the county’s renewal rate. The board is asked to consider approve the $757.15 per month BCBS renewal proposal for calendar year 2020.

Motion by Ouwinga, supported by Bridson, to approve the 2020 healthcare renewal proposal as presented. Motion Carried.

Finance Committee Report

Motion by Smallegan, supported by Bridson, to approve the following resolution. Motion Carried.

RESOLUTION 2019-14
SUPPORTING PASSAGE OF LEGISLATION TO ADOPT 4 YEAR TERMS
FOR COUNTY COMMISSIONERS

WHEREAS, the 1963 Michigan Constitution stipulated four-year terms for county boards of supervisors, the preceding body to today’s board of commissioners; and
WHEREAS, the Legislature voted in 1966 to abolish boards of supervisors and formally replace them with boards of commissioners following the 1968 elections; and
WHEREAS, Public Act 261 of 1966 promulgated that the length of terms for the new county commissioners shall be concurrent with that of state representatives, as specified in Article IV, section 3 of the Michigan Constitution; and
WHEREAS, the scope of duties of a county commissioner has greatly increased in the last few decades, including but not limited to road patrols, indigent defense, mental health treatment and substance abuse prevention programming, solid waste pick-up and disposal, food and water supply safety, park operations, economic development efforts, emergency management and response; and
WHEREAS, Michigan is one of only five states in the United States that provides for exclusively two-year terms for county commissioners; and
WHEREAS, all other county and township elected officials in Michigan are elected to terms of at least four years; and
WHEREAS, the position of county commissioner is a highly complex oversight role that requires years to master; and
WHEREAS, legislation to amend state law to enact four-year terms has been filed in the form of House Bills 4397-98 and Senate Bills 504-505; and
WHEREAS, the Michigan Association of Counties supports this legislation as introduced; now
THEREFORE, BE IT RESOLVED the Missaukee County Board of Commissioners supports House Bills 4937-38 and Senate Bills 504-505 to enact four-year terms for county commissioners; and
BE IT FURTHER RESOLVED, the Board of Commissioners encourages Representative Daire Rendon and Senator Curt VanderWall to vote in support of this legislation as well.

Motion by Niebrzydowski, supported by Ouwinga, to approve the revision to F-18400 Revenue and Fee Schedule Policy as presented. Motion Carried.

Motion by Bridson, supported by Smallegan, to award the snow removal services bid to R.K. Custom Services and approve the proposed three-year contract as presented. Motion Carried.

Commissioner Ouwinga asked to abstain from the vote regarding approval of H&S Companies due to a familial conflict.

Motion by Niebrzydowski, supported by Bridson, to allow Commissioner Ouwinga to abstain from voting on request for engagement with H&S Companies. Motion Carried.

Motion by Smallegan, supported by Bridson, to approve engaging with H & S Companies for accounting assistance, on an as-needed basis only. Motion Carried.

Motion by Niebrzydowski, supported by Smallegan, to authorize the Buildings and Grounds Committee to further pursue options to create a single main public entrance for the Courthouse. Motion Carried.

Motion by Bridson, supported by Ouwinga, to approve the following board appointments:
Board of County Canvassers: David Meyering, Republican position, term ending 10/31/23
Jeff Wiggins, Democrat position, term ending 10/31/23.
Land Bank Authority & Brownfield Redevelopment Authority: Catherine Molitor, both terms ending 9/30/2020.
Social Services Board (DHHS): William Spurgeon, term ending 9/30/2022.
Veterans Affairs Board: Michael Gillette, partial term (filling vacancy), term ending 12/31/2021. Motion Carried.

Motion by Niebrzydowski, supported by Bridson, to approve the PA116 application for B&L Real Estate LLC as presented, pending approval of the Soil Conservation and Planning Commission. Motion Carried.

**Personnel Committee Report:** No items.

**Claims and Accounts Report**
Motion by Niebrzydowski, supported by Bridson, to pay Payroll, Claims and Accounts and Own Accounts as presented. Roll Call Vote: 5 Yeas (Ouwinga, Smallegan, Zuiderveen, Niebrzydowski, Bridson) 0 Nays 2 Absent (Vanderwal, Hughston). Motion Carried.

**Buildings and Grounds Report:** No items.

**Commissioner Reports:** The Commissioners gave their monthly reports and updates.

**David DenHouten, Prosecuting Attorney,** gave an update on his department.

**Public Comment:** None
Meeting adjourned at 5:10PM until November 12, 2019 at 4PM or Call of the Chair.

_Hubert Zuiderveen, Vice-Chairperson_  _Jessica Nielsen, County Clerk/Register_
Quotation/Order Form
Quote #: CORE-00001051
Quote Date: November 07, 2019
Expiration Date: November 30, 2019

Quote For: Missaukee County Sheriff's Department and Central Dispatch
Address: 110 S. Pine Street
City, State Zip: Lake City, MI 49651

Prepared By: Rodney Ford
Phone: (517) 256-6991
Email: rford@coretechcorp.com

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TOTAL: $140,000.00

Terms and Conditions:
This is a price quote for the product and/or services names above, it is valid through the expiration date. Core Technology Corporation reserves the right to withdraw this price quote if it is not accepted by the expiration date.

1. This Order Authorization form incorporates by reference the following document(s) between Core and Customer:
   o Software License Agreement; and (if applicable)
   o Core Service Bureau terms and conditions; and (if applicable)
   o Statement of Work.
2. Any purchase order provided by Customer is valid only for purposes of identifying the "bill to" and "ship to" addresses. No additional terms contained within the purchase order shall be binding on Core Technology Corporation.
3. Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance.
4. Each party executing this Order Authorization acknowledge and warrant that [he][she] is duly authorized by Core and/or the Customer to execute this Order Authorization on Core's and/or the Customer’s behalf.

5. Unless otherwise marked on the actual invoice, payment terms are net-30 days from the date of invoice.

6. Transmission of images of signed Order Authorization forms by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed document. Transmission of images of signed Quotation by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

Payment Terms:
Software license fees are invoiced and due upon receipt of the order. Annual Support fees are invoiced and due after software implementation. First year software subscription fees are due upon receipt of order, and at each anniversary thereafter. Service fees are invoiced 50% upon receipt of order and 50% at completion of services. This price quote does not include tax.

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<th>Customer:</th>
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<tr>
<td>Name</td>
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<td>Title</td>
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<td>Date</td>
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Please sign and return. Fax Number: 517-627-8944
November 12, 2019

To: Missaukee County Board of Commissioners

From: Precio Garland, Administrator

RE: Bids for Lagoon Parking Area Project – Missaukee Park

Sealed bids for to grade and pave the Lagoon Parking Area at Missaukee Park were opened on November 5 at 3 PM. There were a total of two (2) bidders. Bids were as follows:

<table>
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<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Proof of Performance Bonding</th>
<th>Proof of Insurance</th>
<th>MSDS Sheets</th>
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<tbody>
<tr>
<td>Team Elmers</td>
<td>$157,950 with</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Traverse City</td>
<td>$3K deduct for award</td>
<td>Of both segments</td>
<td></td>
<td></td>
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<tr>
<td>Miller Contracting</td>
<td>$154,500-both segments</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
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<tr>
<td>Lake City</td>
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Bidders were asked to bid on the project in two segments: Segment 1 - grading/fill and Segment 2 – asphalt paving.

It should be noted that in the specifications, we indicated the project must be complete by May 10, 2020, prior to the park’s opening date of May 15, 2020. Team Elmers indicated it could complete the project by May 9; Miller Contracting indicated it could complete the project by May 25.

**Requested Action:**
It is recommended the Board of Commissioners approve the bid from Team Elmers in the amount of $154,950 to complete both segments of this project. Sufficient cash is available in the 508 County Park Fund, 508-000-132.00 to fund the project. Once constructed, the parking lot will be depreciated in accordance with standard GAAP rules on a 30 year schedule.
November 12, 2019

To: Missaukee County Board of Commissioners

From: Precia Garland, Administrator

RE: Class Action Notice regarding National Prescription Opiate Litigation

Following this communication is Notice of Class Action Lawsuit regarding the National Prescription Opiate Litigation. As the attached information indicates, ALL counties and all incorporated places, such as cities, towns, townships, villages and other municipalities have automatically been included in the class action, for the purpose of negotiating a settlement with the defendants (listed under paragraph 5 of the FAQs). If you wish for Missaukee County to stay a member of the class; you don’t need to do nothing. If you wish to remove the county from the class, then you need to formally take that action and file the required “Exclusion Request Form” by November 22, 2019. According to the Allocation Map and assuming a $1 billion gross settlement (no settlement has yet been reached), Missaukee County would receive $28,131.

Requested Action
It is requested that the Missaukee County Board of Commissioners take action to determine if it wishes Missaukee County to remain a party to the National Prescription Opiate Litigation class action lawsuit or exclude it.
CLASS ACTION NOTICE AND FREQUENTLY ASKED QUESTIONS ("FAQs")

To: All U.S. Counties, Cities, and Local Governments as listed at www.OpioidsNegotiationClass.info

A court authorized this notice. This is not a solicitation from a lawyer.

- Counties and cities across the country have sued manufacturers, distributors, and retailers of prescription opiate drugs seeking, among other things, reimbursement for monies spent addressing the opioid crisis. All federal actions have been centralized into one court in Ohio and are entitled, In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio). Additional cases are pending in state courts.

- The Court in In re: National Prescription Opiate Litigation has certified a voluntary “Negotiation Class” (“Class”). The Class is defined as: all counties, parishes, and boroughs (collectively, “counties”); and all incorporated places, including without limitation cities, towns, townships, villages, and municipalities (collectively “cities”). The Class includes all counties and cities, whether they have filed a lawsuit or not. The complete current list of Class Members is available at the Class website: www.OpioidsNegotiationClass.info. This list may be updated as the Court may order. Missaukee Co is on the list.

- NO SETTLEMENT HAS BEEN REACHED. HOWEVER, IF YOUR COUNTY OR CITY STAYS IN THE CLASS, it will be bound if a Class settlement is approved in the future. Your county or city will likely NOT be provided another opportunity to be excluded from this Class action, so you should read this notice carefully and consult with your counsel regarding your county or city’s rights.

- The Court has certified two Racketeer Influenced and Corrupt Organizations Act (“RICO”) claims under Rule 23(b)(3) and two Controlled Substances Act (“CSA”) issues under Rule 23(c)(4). (see FAQ 7). The Class is certified solely to consider and vote on any future settlement offers made to the Class by one or more of 13 defendants (see FAQ 5). The purposes of the Class are (a) to unify cities and counties into a single negotiating entity to maximize their bargaining power and (b) to provide finality to opioids litigation for any settling Defendant.

- This Negotiation Class will not decide any claims or defenses in opioids litigation on the merits. It is certified as a Negotiation Class only, to facilitate Class Members’ approval or rejection of proposed settlements. There are no proposed settlements at this time, and no guarantee that there will be in the future. However, your legal rights are affected and it is recommended that you consult with counsel regarding the choice you have to make now.

Questions? Visit www.OpioidsNegotiationClass.info

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<table>
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<tr>
<th><strong>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</strong></th>
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<tr>
<td><strong>STAY IN THE CLASS</strong></td>
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<tr>
<td>REMOVE YOURSELF FROM THE CLASS</td>
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See attached map. Assuming $11 billion gross settlement.

- Class representatives and Class counsel will represent the Class in negotiations with Defendants who choose to do so. You may enter an appearance through an attorney (at your own expense) if you desire, but it is not required. Class Membership does not eliminate existing agreements with individual counsel. The procedure for payment of Class/common benefit attorneys’ fees/costs in connection with any Class settlement must be approved by the Court. Details of the proposed options and procedures for fees and costs are posted on the Class website.

- For complete information on the Class, the settlement allocation formulas, the Class certification motion and Order, the list of included Class Members, the voting process to be used by the Class in accepting or rejecting any Class settlement offer, and an Allocation Map determining your allocation of any proposed settlement, go to [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info). Important information on the Opioids-related litigation, including all pertinent Orders and Schedules, and Frequently Asked Questions, will be available on the Class website on an ongoing and current basis.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT**

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<tr>
<th><strong>STAY IN THE CLASS</strong></th>
<th><strong>REQUIRES NO ACTION</strong></th>
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<tr>
<td>Stay in the Class. Await the negotiation outcome, but retain the right to pursue your own lawsuit in the meantime. Give up certain rights if a Class settlement is reached and approved by the Class and Court, but get a share of any Class settlement.</td>
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<tr>
<td>By taking no action in response to this Notice, you remain in the Class. As a Class Member, you will still retain your right to pursue your own case unless and until any possible Class settlement is approved by the Court. As a Class Member, you have the right to vote on any settlement proposed to the Negotiation Class. A settlement will not be accepted unless supported by 75% of the voting Class Members, counted by number, population, and allocation, for both litigating and non-litigating entities, and approved by the Court. Settlement funds will be distributed at the county level and each county’s share – and city’s suggested share – can be viewed now by utilizing the Allocation Map at the Class website, <a href="http://www.OpioidsNegotiationClass.info">www.OpioidsNegotiationClass.info</a>. If the Court approves any settlement, that judgment will prohibit Class Members from suing the settling Defendant(s) about the claims and issues in the litigation.</td>
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<tr>
<th><strong>REMOVE YOURSELF FROM THE CLASS</strong></th>
<th><strong>REQUIRES ACTION BY NOVEMBER 22, 2019</strong></th>
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<tr>
<td>Get out of the Class. Get no portion of any settlement. Keep rights.</td>
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<tr>
<td>Those who exclude themselves from the Class cannot vote on, will not have the right to be paid under, and will not be bound by, any Class settlement. You keep any rights to negotiate separately about the same legal claims in this lawsuit, even if the Court approves a settlement for the Class. Class Members may exclude themselves from (“opt out” of) the Class by having an authorized officer or employee complete and sign the Exclusion Request Form enclosed here and submit it on or before November 22, 2019 by email or mail in accordance with the instructions in FAQ 26 below.</td>
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**Your rights and options are further explained below.**

Any questions? Read on and visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info).

**DO NOT WRITE OR CALL THE COURT OR THE CLERK’S OFFICE FOR INFORMATION**

Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)
In Re: National Prescription Opiates Litigation (http://www.opioidsnegotiationclass.info/)

MGL No. 2004 (N.D. Ohio)

Allocation Map

Select a State and County, then press Submit. The allocation amount is based on a hypothetical $1 billion gross settlement for Counties and Cities, of which $150 million will be reserved for the Class Members’ Special Needs Fund and $100 million will be reserved for a Private Attorneys’ Fee Fund, which results in $750 million for the Initial Distribution to Counties & Cities. If you have questions regarding the allocation process, please click FAQs (http://www.opioidsnegotiationclass.info/Home/FAQ) in the menu above.

State:*
Michigan

County:*
Missaukee County

Submit  Reset

County-level Allocation for Missaukee County*

Total Allocation Value: $28,131  Per Capita Value** $1.87

* This Initial Distribution will be shared between the county and all incorporated municipalities within the county.

** "Per Capita Value" refers to the amount the county would receive per resident based on a hypothetical $1 billion gross settlement for Counties and Cities. The per capita value was calculated by dividing the allocation to the county by the county’s population.

The county and the cities within the county will have the opportunity to reach agreement on how the county-level allocation will be shared amongst them. If the county and cities are unable to reach agreement, the funds will be distributed as shown in the table below, according to the default intra-county allocation formula explained in FAQ 12 (http://www.opioidsnegotiationclass.info/Home/FAQ#faq12). Under the default intra-county allocation formula, when a city’s share is less than $500, that amount will instead be distributed to the county in which the city lies to allow practical application of the abatement remedy. Affected cities could seek recovery through intra-county allocation, see FAQ 12 (http://www.opioidsnegotiationclass.info/Home/FAQ#faq12), or from the Class Members’ Special Needs Fund, see FAQ 20 (http://www.opioidsnegotiationclass.info/Home/FAQ#faq20). In the rare circumstance that a city with a share of less than $500 lies in a county that does not have a county government, the amount would instead go to the Class Members’ Special Needs Fund, and Class members could seek recovery from that Fund.

Missaukee County $27,516
Aetna Township $11
Bloomfield Township $23
Butterfield Township $41
Caldwell Township $49
Clam Union Township $40
Holland Township $14
Lake City $60

https://allocationmap.claimsonline.com
Lake Township $101
McBain $90
Norwich Township $44
Pioneer Township $16
Reeder Township $44
Richardson Township $30
Riverside Township $30
West Branch Township $23

Applications may be made to the Special Needs Fund by any Class member. Distributions from the Special Needs Fund to Class members are allowed for: (1) a Class member to recover its own costs of litigating its lawsuit; and (2) to obtain additional relief for any local impact of the opioids crisis that is not captured by the Class member’s automatic allocation. Applications will be made to and approved by a court-appointed Special Master, on a case-by-case basis. Any unawarded amount remaining in this Special Needs Fund would revert to the Class.

The Private Attorneys’ Fee Fund (up to but no more than 10% of any Class settlement) is intended to address county and city private counsel’s attorneys’ fees obligations in lieu of contingency fee contracts. See FAQ 10 for more information.
FREQUENTLY ASKED QUESTIONS ("FAQS")

BASIC INFORMATION ........................................ 4
1. Why is a Negotiation Class being formed? What is its purpose? ......................... 4
2. Is this the first Negotiation Class Action? .................................................. 4
3. Why use a Class mechanism? ........................................................................ 4
4. Who are the Class Representatives? ............................................................. 4
5. Who are the Defendants? .............................................................................. 5
6. Has a Class settlement been reached with Defendants yet? ....................... 5

THE CLAIMS AND ISSUES ........................................ 5
7. What claims and issues are certified for the Negotiation Class? ................. 5
8. Has the Court decided any claims or issues? .............................................. 5

WHO IS IN THE CLASS ............................................. 6
9. What entities are included in the Negotiation Class? ................................... 6
10. Are counties and cities with state court-filed actions considered part of the Negotiation Class? ................................................................. 6
11. Will the Negotiation Class end the opioid litigation that my County or City has filed? ................................................................. 6
12. How does the Negotiation Class affect other types of opioid plaintiffs that are not counties or cities? .................................................. 6

THE NEGOTIATION CLASS PROCESS .................................................. 7
13. Now that the Court has approved this process, what will happen next? ........ 7
14. If my County or City chooses to participate in the Negotiation Class, how will it know when there is a proposed Class settlement? ......................................................... 7
15. If there is a proposed Class settlement, does the Court still have to approve it? .............................................................................. 7
16. If there is a proposed settlement and my County or City is included in the Negotiation Class, but it disapproves of the settlement terms, can my County or City object to the settlement? ......................................................... 7
17. How long will the Negotiation Class last? .................................................... 8

VOTING ........................................................................ 8
18. If there is a proposed Class settlement, how will the voting be done? ........ 8
19. If there is a proposed Class settlement, how many votes are needed to approve it? .............................................................................. 8

ALLOCATION OF CLASS SETTLEMENT FUNDS ........................................ 9
20. If there is a Class settlement, how will my County or City’s share of the settlement be determined? ................................................................. 9
21. What happens if a county and its constituent cities make different decisions about staying in the Class? ................................................................. 10
22. If there is a settlement between a Defendant and a State or States, what impact will this Negotiation Class have on the division of monies between a State and the cities and counties within the State? ................................................................. 10
23. Will Negotiation Class Representatives receive anything more than other Class Members? ................................................................. 10
24. What is the Special Needs Fund? ................................................................. 10

YOUR RIGHTS AND OPTIONS .............................................. 10
25. Can my county or city exclude itself from the Negotiation Class? ............... 10
26. How does my county or city exclude itself from the Negotiation Class? ....... 11
27. If my county or city stays in the Negotiation Class, can it exclude itself later if it doesn’t like a proposed settlement? ................................................................. 11

THE LAWYERS REPRESENTING THE CLASS .......................................... 11
28. Who are the Class Counsel? ....................................................................... 11
29. How do Class Counsel get paid? ................................................................. 11
30. Under this proposal, what happens to my County or City’s current fee agreement with outside counsel? ................................................................. 12

GETTING MORE INFORMATION ........................................ 12
31. How can my County or City keep up with what’s going on in this case? .......... 12

Questions? Visit www.OpioidsNegotiationClass.info
BASIC INFORMATION

1. Why is a Negotiation Class being formed? What is its purpose?

The purpose of the Negotiation Class is to create a cohesive group of cities and counties to negotiate Classwide settlements, on a voluntary basis, with Defendants who make, distribute, or sell opioids nationwide. Class Representatives and Class Counsel will represent the Negotiation Class. Class Members will vote on any Class settlement proposal. If 75% of those Class Members who vote (as described in FAQ 18 and 19 below) support a proposed Settlement, Class Counsel will ask the Court to approve it. The ultimate purpose of the Negotiation Class is to make settlement easier to obtain.

2. Is this the first Negotiation Class Action?

Yes. This is a new use of the Class action mechanism under Federal Rule of Civil Procedure 23, reflecting the unique nature of the national opioids litigation. Unlike any mass litigation before, thousands of cities and counties nationwide are pursuing claims against major defendants. The goal is to recover money to help fight the opioids epidemic, provide prevention and treatment services going forward, and change Defendants’ practices.

3. Why use a Class mechanism?

Joining all cities and counties together as a Negotiation Class gives them maximum negotiating power, makes the negotiation of comprehensive settlements a more practical process, enables Defendants to know the group with which they are negotiating, and enables Class Members to vote on resulting settlement offers.

4. Who are the Class Representatives?

The Court has authorized the following 49 counties and cities to serve as the Negotiation Class’s Class Representatives: (1) County of Albany, New York; (2) City of Atlanta, Georgia; (3) Bergen County, New Jersey; (4) City of Baton Rouge/East Baton Rouge Parish, Louisiana; (5) Broward County, Florida; (6) Camden County, New Jersey; (7) Cass County, North Dakota; (8) City of Chicago, Illinois; (9) Cobb County, Georgia; (10) City of Concord, New Hampshire; (11) Cumberland County, Maine; (12) City of Delray Beach, Florida; (13) Denver, Colorado; (14) Escambia County, Florida; (15) Essex County, New Jersey; (16) County of Fannin, Georgia; (17) Franklin County, Ohio; (18) Galveston County, Texas; (19) County of Gooding, Idaho; (20) City of Grand Forks, North Dakota; (21) County of Hennepin, Minnesota; (22) City of Indianapolis, Indiana; (23) County of Jefferson, Alabama; (24) Jefferson County/City of Louisville, Kentucky; (25) Jersey City, New Jersey; (26) Kanawha County, West Virginia; (27) King County, Washington; (28) City of Lakewood, Ohio; (29) City of Los Angeles, California; (30) City of Lowell, Massachusetts; (31) City of Manchester, New Hampshire; (32) Maricopa County, Arizona; (33) Mecklenburg County, North Carolina; (34) The Metropolitan Government of Nashville and Davidson County, Tennessee; (35) Milwaukee County, Wisconsin; (36) Monterey County, California; (37) City of Norwalk, Connecticut; (38) County of Palm Beach, Florida; (39) Paterson City, New Jersey; (40) City of Phoenix, Arizona; (41) Prince George’s County, Maryland; (42) Riverside County, California; (43) City of Saint Paul, Minnesota; (44) City of Roanoke, Virginia; (45) County of Rockland, New York; (46) City and County of San Francisco, California; (47) County of Smith, Texas; (48) County of Tulsa, Oklahoma; and (49) Wayne County, Michigan.

Questions? Visit www.OpioidsNegotiationClass.info
5. Who are the Defendants?

The Court has authorized the Negotiation Class to negotiate with 13 Defendants (including their affiliates): (1) Purdue, (2) Cephalon, (3) Endo, (4) Mallinckrodt, (5) Actavis, (6) Janssen, (7) McKesson, (8) Cardinal, (9) AmerisourceBergen, (10) CVS Rx Services, Inc., (11) Rite-Aid Corporation, (12) Walgreens, and (13) Wal-Mart. The Negotiation Class is authorized to negotiate settlements with any of these 13 Defendants, on any of the claims or issues identified below in FAQ 7, or other claims or issues arising out of the same factual predicate. If Class Counsel seek to negotiate for the Class with any other defendants, they can file a motion asking the Court to amend the Class certification order.

6. Has a Class settlement been reached with Defendants yet?

No. No Class settlement has been reached yet with any Defendant. But the existence of a Negotiation Class makes the possibility of Class settlement more feasible because a Defendant will know the group with which it is negotiating. There is no guarantee, however, that there will be a Class settlement and it is possible that there will be settlements that do not encompass the Class, such as settlements between one or more Class Members and one or more Defendants.

THE CLASS CLAIMS AND ISSUES

7. What claims and issues are certified for the Negotiation Class?

In this Negotiation Class, the Court certified two federal Racketeer Influenced and Corrupt Organizations Act (“RICO”) claims and two federal Controlled Substances Act (“CSA”) issues. The RICO claims and the issues related to the CSA are similar across the country and the Class. The first RICO claim alleges that five Defendants misled physicians and the public about the need for and addictiveness of prescription opioids, all in an effort to increase sales. The second RICO claim alleges that eight Defendants ignored their responsibilities to report and halt suspicious opioid sales, all in an effort to artificially sustain and increase federally-set limits (quotas) on opioid sales. The CSA issues allege that the CSA required Defendants to create systems to identify, suspend, and report unlawful opioid sales, and that Defendants failed to meet those obligations. As noted in FAQ 5, above, the Negotiation Class is authorized to negotiate Class settlements concerning these claims and issues or other claims or issues arising out of the same factual predicate. However, this Negotiation Class does not involve claims by State governments against the Defendants and no Class settlement will release or otherwise interfere with any State government’s current or future litigation. This Negotiation Class concerns claims only of counties and cities. You can read more about these claims and issues in the Court’s Memorandum Opinion certifying this Class, which is posted at www.OpioidsNegotiationClass.info.

8. Has the Court decided any claims or issues?

No. The Court has not decided any Classwide claims or defenses on the merits and the Court will not render any Classwide decisions on the merits of any claims asserted by the Class or individual Members of it. By establishing this Negotiation Class and issuing this notice, the Court is not suggesting the Class would win or lose this case. This Class has been certified for negotiation purposes only.

Questions? Visit www.OpioidsNegotiationClass.info
WHO IS IN THE CLASS

9. What entities are included in the Negotiation Class?

The Negotiation Class is defined as:

All counties, parishes, and boroughs (collectively, "counties"); and all incorporated places, including without limitation cities, towns, townships, villages, and municipalities (collectively "cities").

A complete current list of Class Members is available at www.OpioidsNegotiationClass.info. The list may be updated as the Court may order.

The terms “counties” and “cities” are used only as shorthand. The Class includes political subdivisions with other names, such as parishes, villages, towns, townships, etc. The list of Class Members was devised primarily from the U.S. Census Bureau lists of governmental entities that provide services to their residents. Check the Cities and Counties lists posted on the Class website to confirm whether you are a Negotiation Class Member.

10. Are counties and cities with state court-filed actions considered part of the Negotiation Class?

Yes. Counties and cities that sue in state court are Members of this Negotiation Class, with the option to opt out. However, nothing about Membership in the Negotiation Class interferes with the rights of any federal or state court plaintiffs to proceed with their own cases for litigation, trial, or individual settlement. Only if and when a Class settlement has been reached, has been approved by 75% of the voting Class Members as described in FAQ 19, and has been approved by the Court, would Class Members lose their ability to proceed on their own, in exchange for the settlement benefits that they would receive.

11. Will the Negotiation Class end the opioid litigation that my County or City has filed?

Not now and only if a Class settlement is later reached and approved. Your county’s or city’s Membership in the Negotiation Class will not immediately affect any opioid suit it has filed, whether in federal or state court. It also will not stop your county or city from filing or pursuing a lawsuit, and it will not affect any scheduled hearings or trials in any lawsuit. However, if there is a final Class settlement, approved by the required 75% of the voting Class Members and by the Court, the final settlement will likely end all other opioids-related litigation brought by Class Members. In the meantime, you do not need to opt out of the Class to file, continue to prosecute, or settle your own case, and you may keep any settlement or judgment you obtain. If any county or city obtains a judgment or settlement with a Defendant before the Negotiation Class does, however, it will not receive additional compensation through any later Negotiation Class settlement. But by remaining in the Class, your county or city does risk foregoing its own lawsuit (although it would obtain money from a Class settlement) if a Class settlement is reached and approved.

12. How does the Negotiation Class affect other types of opioid plaintiffs that are not counties or cities?

The Negotiation Class does not directly affect the litigation or settlement of the claims of other types of plaintiffs, such as Indian Tribes, third party payors, and others, that are proceeding in federal or state courts. These plaintiffs can organize themselves as groups or propose their own Classes, for trial or settlement purposes.
THE NEGOTIATION CLASS PROCESS

13. Now that the Court has approved this process, what will happen next?

The creation of the Negotiation Class has these next steps:

- On September 11, 2019, Judge Polster, the federal judge overseeing all of the national opioids litigation, certified the Negotiation Class to go forward.

- On or before September 20, 2019, Class Action Notice will be sent via First-Class mail and posted to the Class website www.OpioidsNegotiationClass.info to all Class Members.

- Class Members have until November 22, 2019 to decide whether to participate or to opt out of the Class. This is the “opt-out period.” All Class Members are automatically included in the Class. If a Class Member wants to participate, it does not need to do anything at this point. Only Class Members that wish to exclude themselves (“opt out”) and not participate in the Class must act: they must submit a copy of the enclosed Exclusion Request Form on or before November 22, 2019, using the instructions in FAQ 26.

- After the close of the opt-out period, the Court will enter an order confirming the Membership of the Class, saying who is in and who is out of the Class.

- After that, the Class will operate if, and only if, one or more of the Defendants wishes to negotiate with the Class as a whole through the Negotiation Class mechanism.

- If a proposed Class settlement is reached, the proposal will be submitted to the entire Class Membership for its approval or rejection in accordance with the voting formula (described in FAQ 18 and 19 below). If no proposed settlement is reached, the Class will not vote and will have no other role.

14. If my County or City chooses to participate in the Negotiation Class, how will it know when there is a proposed Class settlement?

All Negotiation Class Members will be given advance notice of any Class settlement offer, including details on its terms and conditions, and they will have an opportunity to vote on each settlement offer. Class Members will be able to cast their vote securely, through the Class website, which will establish a voting identity and portal for each Class Member. Only Class settlements achieving 75% approval votes, by number, by allocation, and by population, of the litigating and non-litigating Class Members that vote (as described in FAQ 19) will be submitted to the Court, which will make the final determination of whether to approve the settlement.

15. If there is a proposed Class settlement, does the Court still have to approve it?

Yes. If there is a proposed settlement that is approved by 75% of the voting Class Members, as described in FAQ 18 and 19, the Court will review and decide whether to approve it, under the Class action settlement approval process set forth in Federal Rule of Civil Procedure 23(e). Generally, the Court will assess whether any settlement is fair, reasonable, and adequate. All applications for fees and costs also require court approval under Rule 23 procedures. (See https://www.law.cornell.edu/rules/frcp/rule_23.)

16. If there is a proposed settlement and my County or City is included in the Negotiation Class, but it disapproves of the settlement terms, can my County or City object to the settlement?

Yes. As a Negotiation Class Member, you will be entitled under Rule 23(e) to object to any settlement, even if it has received approval from the Class. However, as described in FAQ 27, you

Questions? Visit www.OpioidsNegotiationClass.info
will likely not be able to exclude yourself from the Class at that time. An objection explains your concerns to the Court for its consideration but does not remove you from the Class.

17. How long will the Negotiation Class last?

The Negotiation Class will last for 5 years from the date it is certified by the Court. The Court certified the Class on September 11, 2019 and the Negotiation Class will last until September 11, 2024. After that date, the Class will not exist as an entity with which a Defendant can negotiate. However, the Negotiation Class will continue to exist with regard to: (1) any Class settlements presented to the Negotiation Class for a vote before that date, to carry out the voting and approval process; and (2) any Class settlements reached before that date, to complete settlement administration and enforcement.

Voting

18. If there is a proposed Class settlement, how will the voting be done?

Each Class Member will vote only once on any particular Class settlement proposal. The vote will simply be yes-or-no, in favor of or against the proposed settlement. Class Members that do not vote will not be counted as either yes or no votes; as with an election for government office in the United States, the only votes that are counted are those of the voters who actually cast votes. Class Members’ votes will be tabulated mechanically within each applicable voting pool, to make sure that 75% of each pool is in favor of the proposed settlement before it is presented to the Court. The voting pools are described in FAQ 19. Voting tabulation does not require any effort by the Class Members. The requirement of 75% support of voting Class Members across the different voting pools ensures that no settlement will go forward without a wide cross-section of support from cities and counties of all sizes and interests.

19. If there is a proposed Class settlement, how many votes are needed to approve it?

The agreement to be bound by a supermajority vote means that no settlement can be reached that would bind the Negotiation Class without the approval of 75% of the voting Class Members, defined in several ways. To be binding, 75% of those voting in each of the following six categories must approve a proposed settlement:

- 75% of the total number of voting Class Members that had filed suit as of June 14, 2019 ("litigating entities"). This number is based on all individual Class Members who had suits on file regardless of size, so that each voting entity has one vote;
- 75% of the total number of voting Class Members that had not filed suit as of June 14, 2019 ("non-litigating entities"). This number is based on all individual Class Members who had not filed suit, regardless of size, so that each voting entity has one vote;
- 75% of the total population of all voting Class Members that had filed suit as of June 14, 2019. For this computation, the vote of the county or city is weighted according to its population, with each person in a voting city and each person in a voting county equal to one vote. Thus, by way of example, if a county votes yes and has a population of 20,000, and a city within the county votes yes and has a population of 10,000, the county’s vote is weighted as 20,000 votes in favor, and the city’s vote is recorded as 10,000 votes in favor. The population for each County or City will be based on current census data. The current data is presented on the Class website, www.OpioidsNegotiationClass.info. Individual residents in this category may be counted twice, once as a resident of a municipality, and once as a resident of a county;

Questions? Visit www.OpioidsNegotiationClass.info
• 75% of the total population of all voting Class Members that had not filed suit as of June 14, 2019. For this computation, the vote of the county or city is weighted according to its population, with each person in a voting city and each person in a voting county equal to one vote. Thus, by way of example, if a county votes and has a population of 20,000, and a city within the county votes yes and has a population of 10,000, the county’s vote is weighted as 20,000 votes in favor, and the city’s vote is recorded as 10,000 votes in favor. Again, the population for each County or City will be based on current census data. The current data is presented on the Class website, www.OpioidsNegotiationClass.info. Individual residents in this category may be counted twice, once as a resident of a municipality, and once as a resident of a county;
• 75% of the litigating Class Members casting votes, weighted by their settlement fund allocations as shown at the Allocation Map posted at opioidsnegotiationclass.info; and
• 75% of the non-litigating Class Members casting votes, weighted by their settlement fund allocations as shown at the Allocation Map posted at opioidsnegotiationclass.info.

For purposes of counting votes, only votes cast will be considered. In order for a proposed settlement to be binding on the Negotiation Class, 75% of those Class Members who cast votes in each of these six categories must be in favor. No settlement will be submitted to the Court for final approval unless 75% of those voting in each of the six categories are in favor. No county or city that is not a Class Member as of the deadline for a vote on a proposal will be allowed to vote on that proposal.

**ALLOCATION OF CLASS SETTLEMENT FUNDS**

20. If there is a Class settlement, how will my County or City's share of the settlement be determined?

Any Class settlement funds will be distributed in three steps:

**Step 1:** Each county’s share of the settlement will be distributed in accordance with an “allocation model.” The allocation model uses three factors, based on reliable, detailed, and objective national data, to determine the share of a settlement fund that each county will receive. These factors address the most critical causes and effects of the opioids crisis, and are each weighted equally (1/3-1/3-1/3): (1) the amount of opioids distributed within the county, (2) the number of opioid deaths that occurred in the county; and (3) the number of people who suffer opioid use disorder in the county. This model is designed not to favor either small or large counties based solely on population. Ultimately, the model allocates settlement funds in proportion to where the opioid crisis has caused actual harm.

**Step 2:** Counties and their constituent cities, towns, and boroughs may distribute the funds allocated to the county among all of the jurisdictions in any manner they choose. If the county and cities cannot agree on how to allocate the funds, the Class website reflects a default allocation that will apply. The default allocation formula uses historical federal data showing how the specific county and the cities within it have made opioids-related expenditures in the past. Any of the affected jurisdictions may ask a Special Master to apply a different formula.

**Step 3:** If the default allocation is used and a city’s share is less than $500, then that amount will instead be distributed to the county in which the city lies to allow practical application of the abatement remedy. Affected cities could seek recovery through intra-county allocation described in Step 2, or from the Class Members’ Special Needs Fund (see FAQ 24). In the rare circumstance that a city with a share of less than $500 lies in a county that does not have a county government, the amount would instead go to the Class Members’ Special Needs Fund, and Class members could seek recovery from that Fund.

Further information about the allocation formulas and their data sources are available at the Class website.

**Questions? Visit** [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)
21. What happens if a county and its constituent cities make different decisions about staying in the Class?

- If a county and all of its constituent cities remain in the Class, each entity’s share will be determined as explained in FAQ 20.
- If a county remains in the Class, but one or more cities within the County are not in the Class, there are a variety of ways that a Class settlement might address that situation, but it is possible that a Class settlement would require that the County’s allocation be reduced.
- If a county is not in the Class, but cities within that county remain in the Class, there are a variety of ways a Class settlement might address that situation. One possibility is that a city would receive no direct monetary allocation because its county has opted out, but that it could seek monetary relief through the Special Needs Fund (see FAQ 24). If a settlement provides a city no possibility of monetary relief because its county has opted out, Class Counsel anticipates the city would not be required to release its claims against the settling Defendant.

22. If there is a settlement between a Defendant and a State or States, what impact will this Negotiation Class have on the division of monies between a State and the cities and counties within the State?

The Negotiation Class process does not interfere with a Defendant’s ability to settle directly with one or more States. If a Defendant reaches a settlement directly with a State, nothing about this Negotiation Class process would affect the distribution of those settlement funds between the State and its own cities or counties. The Court has explicitly ordered that the Class’s lawyers not involve themselves or the Class in the process of allocating monies secured by States between themselves and their counties and cities.

23. Will Negotiation Class Representatives receive anything more than other Class Members?

Negotiation Class Representatives do not receive preferential treatment under any settlement simply for serving as Class Representatives. Their allocation will be calculated in precisely the same manner as every other Class Member’s. However, they can apply to the Court for reimbursement of costs and expenses incurred by reason of serving as Class Representatives. Also, courts often award a modest amount to Class Representatives, called an incentive or service award, so as to encourage Class Representatives to step forward on behalf of others. Any such awards are subject to Class notice and Court approval.

24. What is the Special Needs Fund?

Fifteen percent (15%) of any Class settlement fund will be put into the “Special Needs Fund.” Any Class Member may apply for a distribution from the Special Needs Fund: (1) to recover its costs of litigating its own opioids lawsuit, if that case was filed before June 14, 2019; and/or (2) to obtain additional relief for any local impact of the opioids crisis that is not captured by the Class Member’s allocation. Applications will be made to and approved by a court-appointed Special Master, on a case-by-case basis. Any unawarded amount remaining in this Special Needs Fund would revert to the Class.

YOUR RIGHTS AND OPTIONS

25. Can my county or city exclude itself from the Negotiation Class?

Yes. You have a one-time opportunity to exclude your county or city from the Class and you must do so before November 22, 2019. You must follow the procedure set forth in FAQ 26 below to Questions? Visit www.OpioidsNegotiationClass.info
exclude your county or city. As explained in FAQ 27, you will likely not be given a second opportunity to exclude your county or city from the Class if a settlement is later reached and you should not count on such an opportunity being available at that time.

26. How does my county or city exclude itself from the Negotiation Class?

You may exclude your county or city ("opt out") by signing and sending, either by email or by first-class U.S. mail, the enclosed Exclusion Request Form.

- If submitted by email, the form must be sent to info@OpioidsNegotiationClass.info on or before November 22, 2019.
- If submitted by mail, the form must be postmarked on or before November 22, 2019 and sent by first-class U.S. mail to:

  NPO Litigation
  P.O. Box 6727
  Portland, OR 97228-6727

The Exclusion Request Form must be signed by an authorized official or employee of the county or city itself, under penalty of perjury pursuant to 28 U.S.C. § 1746, and is subject to verification by the Court. If you exclude your county or city from the Negotiation Class, your county or city will not be bound by any Orders or Judgments regarding the Class, and it will have no right to share in any settlement reached by the Class.

27. If my county or city stays in the Negotiation Class, can it exclude itself later if it doesn’t like a proposed settlement?

Not under the current Court Order. The Court’s Order certifying the Negotiation Class provides only one opportunity for a county or city to exclude itself from the Class. The exclusion deadline ends on November 22, 2019. If a settlement is reached and proposed to the Class for its approval, Class Members who do not support the settlement may (1) vote against it and/or, (2) if the settlement is nonetheless approved by the Class votes, file objections with the Court. Rule 23 permits a court to offer a second opportunity for Class Members to opt out when a settlement is proposed, but the Rule does not require the Court to give Class Members a second opportunity to opt out. In this case, it is anticipated that the Court will not give Class Members a second opportunity to opt out. Therefore, Class Members should not rely on that possibility. Class Members should expect that there will be no opportunity to opt out of the Class after November 22, 2019.

THE LAWYERS REPRESENTING THE CLASS

28. Who are the Class Counsel?

The Court has authorized the following six lawyers to jointly represent the Negotiation Class: Jayne Conroy and Christopher A. Seeger are Co-Lead Negotiation Class Counsel and Gerard Stranch, Louise Renne, Mark Flessner, and Zachary Carter are Negotiation Class Counsel. Each of these six lawyers represents only cities or counties in Opioids-related litigation.

29. How do Class Counsel get paid?

Class Counsel will apply to the Court for approval of fees and costs under Rule 23(h). As a Class Member, you will receive notice and have an opportunity to object to any such application. The Court may appoint fee committees to make recommendations of any fee awards, to avoid duplication of payment, and to ensure appropriate compensation of those whose efforts provided a common benefit. The Court will make the final decision about all fees paid out of the Class’s recovery to any lawyer.

Questions? Visit www.OpioidsNegotiationClass.info
30. Under this proposal, what happens to my County or City’s current fee agreement with outside counsel?

The current fee agreement that a county or city has with its outside counsel remains in effect. Membership in the Negotiation Class does not change that. In the event of any settlement that achieves Class and Court approval, there would be a “Private Attorneys Fund” from which outside counsel for Class Members that had signed retainer agreements for opioid epidemic-related litigation before June 14, 2019 could apply for fees and costs in lieu of any current fee agreement. That would be a voluntary decision between the county or city and its outside counsel. A total of up to 10% (maximum) of any approved Class settlement amount will be held in the Private Attorneys Fund. Any unawarded amount remaining in this Fund would revert to the Class. The Court must approve all payments from this Fund.

GETTING MORE INFORMATION

31. How can my County or City keep up with what’s going on in this case?

Pertinent news and information will be posted at the Class website, www.OpioidsNegotiationClass.info on an ongoing basis. As a Class Member, you also will have the opportunity to sign up, through the Class website, for email notices alerting you to the fact that new information has been posted to the Class website.

DO NOT WRITE OR CALL THE COURT OR THE CLERK’S OFFICE FOR INFORMATION

DATE: September 11, 2019.

Questions? Visit www.OpioidsNegotiationClass.info
IF YOU WANT TO EXCLUDE YOUR COUNTY OR CITY
YOU MUST ACT BY NOVEMBER 22, 2019

EXCLUSION REQUEST FORM
Read this page carefully then turn to Page 2 if you want to sign and send

Complete this form ONLY if your County or City does NOT want to remain a Class Member and does not want to share in any potential negotiated Class settlement. If your County or City does not complete and submit this form, it will be deemed to be a Class Member so long as it is a County or City in the United States as those terms are described in the Class Notice and is on the list of Class Members found at www.OpioidsNegotiationClass.info.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

In re NATIONAL PRESCRIPTION
OPIATE LITIGATION
1:17-md-2804 (DAP)

Class Notice Administrator
NPO Litigation
P.O. Box 6727
Portland, OR 97228-6727

Dear Class Notice Administrator:

My County or City does NOT want to be a member of the Negotiation Class certified in the In re National Prescription Opiate Litigation. I understand that by completing the information requested on page 2, signing, and submitting a copy of this form by email (to the email address on page 2) sent on or before November 22, 2019 OR by first-class U.S. mail (to the mailing address on page 2) postmarked on or before November 22, 2019, I am opting my County or City out of the Negotiation Class and it will NOT be a Class Member. I understand that by timely submitting this form, my County or City is foregoing the right to share in any Class settlement that may be obtained. I understand that my County or City is NOT guaranteed an opportunity to opt back in if there is a Class settlement, so this is our final decision. I also understand that by opting out, my County or City will not be bound by any judgment entered as part of any Class settlement.

I understand that if my jurisdiction is a Class Member and wants to remain a Class Member, it does not need to do anything now. I understand that I should NOT return this Exclusion Request Form if my jurisdiction wants to remain a Class Member.

I understand that, if I have any questions, I may contact Class Counsel at 1-877-221-7468, or visit www.OpioidsNegotiationClass.info BEFORE I mail this form to you and BEFORE November 22, 2019.

TURN TO PAGE 2 IF YOU WANT TO SIGN EXCLUSION/OPT-OUT FORM
AND FOR EMAIL AND MAILING ADDRESSES
IF YOU WANT TO EXCLUDE YOUR COUNTY OR CITY
YOU MUST ACT BY NOVEMBER 22, 2019

EXCLUSION REQUEST FORM
Read Information on Page 1 carefully before signing

Having read and understood the information on page 1, the County or City (circle one) entitled
________________________________________ in the State of _______________________ hereby excludes itself

from the Negotiation Class certified by the United States District Court in the Northern District of
Ohio in In re National Prescription Opiate Litigation, MDL 2804. Under penalty of perjury and in
accordance with 28 U.S.C. § 1746, I declare that I am an official or employee authorized to take legal
action on behalf of my County or City.

Signature: ______________________________________________

Print name: ______________________________________________

Title: ____________________________________________________

City or County Represented: ________________________________ (Circle one): City / County

Address: ________________________________________________

City: ___________________________ State: __________ Zip Code: __________

Phone: ___________________________ Email: __________________________

Date: ______________________________

BY NOVEMBER 22, 2019

EMAIL TO:

info@OpioidsNegotiationClass.info

OR SEND BY
FIRST CLASS MAIL TO:

NPO Litigation
P.O. Box 6727
Portland, OR 97228-6727

PAGE 2
November 12, 2019

To: Missaukee County Board of Commissioners

From: Precia Garland, Administrator

RE: Proposed EMS Policy 5003 – Tuition Reimbursement Policy

The Missaukee County EMS Department, not unlike many other EMS departments throughout the state and nation, is having difficulty finding enough qualified individuals to staff its shifts. Paramedics are particularly in short supply.

In order to help alleviate this problem, the following tuition reimbursement policy is proposed, which would encourage existing Missaukee County EMS staff to pursue paramedic certification.

The policy would make available a maximum of $5,000 and has provisions for repayment, should the employee not pass or complete his/her coursework, or should he/she leave the employ of Missaukee County within three years.

Requested Action
It is requested that the Missaukee County Board of Commissioners consider approving EMS Policy 5003 – Tuition Reimbursement.
POLICY – 5003

TUITION REIMBURSEMENT

PURPOSE
The County has established a tuition reimbursement program to assist eligible employees improve job skills and enhance opportunities for advancement within the County. The tuition reimbursement program is administered by the Human Resources department. This program is contingent upon the annual appropriation of funds for this purpose and is subject to change at any time.

POLICY

1. Eligibility:
   i. Any regular part-time or full time EMT wishing to obtain Paramedic certification.
   ii. Any regular part-time or full time Paramedic wishing to complete Critical Care classes or other advanced certifications.
   iii. Employees on a leave (unless a specifically approved educational leave) are not eligible for this benefit.
   iv. Completion of a minimum of one year of employment as a regular status employee.

2. Course Requirements, Other Provisions:
   i. Course must be from an accredited college, university or trade school.
   ii. Course must be for credit. Audited classes are not eligible.
   iii. Courses must not interfere with the employee’s job responsibilities and must be taken on the employee’s own time.

3. Process:
   i. Employee should meet with the EMS Director to request consideration for tuition funding. Prior to registration, the employee is required to complete a Tuition Reimbursement Form and submit it to Human Resources with course schedule. Once approved, employee will follow the course schedule as presented. Within 45 days of course completion, employee is required to submit grade(s) to Human Resources for final review of eligible tuition reimbursement.

4. Reimbursement: Approval of tuition reimbursement requests are contingent upon the availability of tuition reimbursement funds specifically budgeted for this purpose. Should funding become insufficient to meet reimbursement requests due to increased demand, budget cutbacks, or for any other reason, reimbursements will be processed on a first-come, first-served basis.
   i. Reimbursement is limited to a maximum of $5,000 per employee.
   ii. Upon enrollment - Reimbursement will be 50% of the tuition cost (excluding books).
   iii. Upon completion of course(s) – Reimbursement will be the remaining 50% of tuition with a grade of C or better, as demonstrated by documentation submitted by the employee to the HR department within 45 days of course completion.
   iv. Employees who receive tuition support or financial assistance from other sources must report such amounts and shall not be eligible for reimbursement of any amount they do not have to repay.

5. Repayment Obligation:
   i. Employees who drop or fail a course, or fail National Registry exams will not be eligible for reimbursement and are required to reimburse the County for any tuition already received within 30 days of course drop/failure.
   ii. Employees who do not submit final grades/proof of successful course(s) completion within 60 days of completion are required to reimburse the County for any tuition already received for those course(s).
   iii. Employees who leave Missaukee County employment by their own initiative shall be required to reimburse the County according to the following schedule:
      1. Within 12 months of completion of the course: 100%
      2. Within 24 months of completion of the course: 75%
      3. Within 36 months of completion of the course: 50%
November 12, 2019

To: Missaukee County Board of Commissioners

From: Sherry Blaszak, Recycling Center Manager

RE: Proposed Special Recycling Millage

Introduction:
For the last ten years, the Missaukee Conservation District (MCD) has been successful in obtaining a grant from the USDA that covered the majority of recycling center operating costs. Unfortunately, that grant was not approved for FY20. As a result, the operating budget for FY20 is being funded by recycling center reserve monies, generated primarily from the sale of recycled materials over the past few years. These funds will last only one year. Thereafter, another source of funding will be required to keep the recycling center open.

While plans are underway to submit a USDA grant request for FY21, there are no guarantees whether or not it will be funded. As a result, it is necessary to look to other funding sources.

In Michigan, there are two statutory provisions that allow funds to be collected for recycling operations. They include a residential assessment not to exceed $50 per year and a special recycling millage. A special recycling millage requires voter approval.

In our region, the following counties have established a special recycling millage with voter approval as follows:
- Kalkaska – 0.116 mills
- Antrim – 0.25 mills
- Otsego – 0.35 mills (currently levying 0.25 mills)
- Presque Isle – 0.17 mills
- Chippewa – 0.5 mills
- Delta – 0.3 mills
- Sanilac – 0.15 mills
- Tuscola – 0.15 mills

Proposal:
The MCD respectfully requests that a special recycling millage proposal be placed on the March 2020 ballot, requesting 0.25 mills. It is estimated this millage would generate $xxx,xxx.

The current annual operating budget for the Recycling Center is $94,442. This is a "bare bones" budget, due to the loss of the USDA operating grant. It includes no funding for capital improvements at the facility and not enough funding for adequate maintenance of the operating equipment. The detailed budget is as follows:
The proposed millage rate of 0.25 mills would allow funds for future capital improvements and to rebuild a small operating fund balance, which will be completely exhausted at the end of FY20.

Two Recycling Center millage proposals were drafted by Missaukee County's attorney for Missaukee Conservation District's consideration.

Proposal 1: This proposal is for a new millage and will permit the County to levy up to 25/100 of one mill ($0.25 per $1,000 of Taxable Valuation; subject to reduction as provided by law) to provide funds for the operation and maintenance of a county recycling program. Shall the Tax limitation imposed under Article IX, Section 6 of the Michigan Constitution on the amount of ad valorem taxes which may be levied by the County of Missaukee,
Michigan, against all taxable property in the County be increased by 25/100 of one (1) mill ($0.025 per $1,000 of taxable value) on the taxable value of such property for a period of ten (10) years, 2020 through 2029, inclusive for the purpose of providing funds for the operation and maintenance of a recycling program including recycling education, household hazardous waste and electronics collections, and shall the Missaukee County Board of Commissioners be authorized to levy such millage for these purposes? If approved and levied in its entirety, this millage would raise an estimated $148,097 for Missaukee County in 2020. The proceeds of this levy would be disbursed to the County of Missaukee, and to the extent required by law, a portion of this millage may be captured by and retained by the Downtown Development Authority/Tax Increment Finance Authority.

Proposal 2: This proposal is for a new millage and will permit the County to levy up to 25/100 of one mill ($0.25 per $1,000 of Taxable Valuation; subject to reduction as provided by law) to provide funds for the operation and maintenance of a county recycling program. Shall the Tax limitation imposed under Article IX, Section 6 of the Michigan Constitution on the amount of ad valorem taxes which may be levied by the County of Missaukee, Michigan, against all taxable property in the County be increased by 25/100 of one (1) mill ($0.025 per $1,000 of taxable value) on the taxable value of such property for a period of ten (10) years, 2020 through 2029, inclusive for the purpose of providing funds for the operation and maintenance of a recycling program including recycling education, household hazardous waste and electronics collections, and shall the Missaukee County Board of Commissioners be authorized to levy such millage for these purposes? If approved and levied in its entirety, this millage would raise an estimated $148,097 for Missaukee County in 2020. The Proceeds of this levy would be disbursed to the County of Missaukee, and a portion may be disbursed to the Cities of McBain and Lake City to provide curbside recycling under contract with the County. To the extent required by law, a portion of this millage may be captured by and retained by the Downtown Development Authority/Tax Increment Finance Authority.

Rackov made motion to request Proposal 2 be placed on March 10, 2020 ballot. Motion passed.

Additional Information:

1. What are the wages/fringes of all staff that are involved in operating the recycling center?

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2. How much money will the millage generate? In 2020, a fully levied millage will generate $148,097.

3. Will you apply for the USDA Recycling Grant again? yes

4. What happens to the millage if you get the grant in the future? The full amount wouldn't be levied; just that being used for any construction or construction match.

5. What percentage of county residents recycle? See use tables. The numbers indicate visitors to the Recycling Center and/or HHW events. They are documented per month which could cause an individual to be counted several times.
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Missaukee County Recycling Center Use Tally

Townships and Cities Participating at Missaukee County Recycling Center FY17