

John F. Fuentes
County Administrator/Controller

Todd J. Campbell
Deputy Administrator



Kate Rademacher
Finance Director

100 E. State Street, Suite 2100
St. Johns, Michigan 48879
(989) 224-5120 • Fax: (989) 224-5102
www.clinton-county.org

**WAYS AND MEANS COMMITTEE
MARCH 26, 2026 AT 9:00 A.M.
CLINTON COUNTY COURTHOUSE
BOARD OF COMMISSIONERS ROOM
100 EAST STATE STREET, ST. JOHNS, MI 48879**

1	9:00	CALL TO ORDER, ADDITIONS TO THE AGENDA
2	9:02	LIMITED PUBLIC COMMENTS (LIMIT OF 3 MINUTES PER SPEAKER)
3	9:05	CLINTON AREA TRANSIT – ANNUAL UPDATE (MALISSA SCHUTT)
4	9:20	VETERAN AFFAIRS UPDATE (AMY POCAN)
5	9:35	ROAD COMMISSION UPDATE (MIKE FREDERICK AND GAIL WATKINS)
6	9:50	PARKS & GREEN SPACE COMMISSION – NON-MOTORIZED REGIONAL TRAIL CONNECTION LETTER OF SUPPORT (KYLE THORNTON)
7	10:05	WASTE MANAGEMENT (KATE NEESE): A. RECYCLING SERVICES AGREEMENT WITH GRANGER FOR SPECIAL COLLECTION EVENTS B. APPROVE PARTICIPATION IN SCRAP TIRE GRANT OPPORTUNITY
8	10:20	FACILITY AND FLEET SERVICES – 2026 MAJOR CAPITAL IMPROVEMENT PROJECT STATUS UPDATE (ROB WOOTEN)
9	10:35	REVIEW RFP FOR JAIL DESIGN DEVELOPMENT SERVICES AND COST ESTIMATES (ROB WOOTEN)
10	10:50	OPIOID LITIGATION SETTLEMENT RESOLUTION (ADMINISTRATION)
11	11:00	PLANNING UPDATE (LYNN WILSON)
12	11:10	APPROVAL OF BUDGET CALENDAR (ADMINISTRATION)
13	11:15	APRIL 2026 OPEN MEETINGS AND EVENTS CALENDAR (ADMINISTRATION)
14	11:20	ACCOUNTS PAYABLE INVOICES PAID TOTALS
15	11:25	COMMISSIONERS' COMMENTS
16	11:30	ADMINISTRATOR'S REPORT
17	11:35	ANY OTHER BUSINESS
MEETING STARTS PROMPTLY AT CALL TO ORDER TIME LISTED. AGENDA ITEM TIMES MAY VARY		

LINK to County YouTube Channel: <https://www.youtube.com/@ClintonCounty-MI>

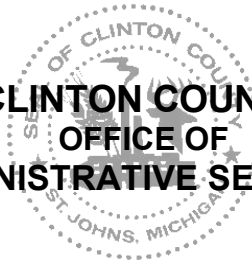
PACKET INFORMATION IS CURRENT AS OF POSTING DATE. **NOTE:** ADDITIONAL INFORMATION MAY BE PRESENTED ON SCHEDULED AGENDA ITEMS. AGENDA ITEMS MAY ALSO BE ADDED DUE TO BUSINESS NEEDS.

TO REQUEST ACCOMMODATIONS OR MATERIALS IN AN ALTERNATIVE FORMAT, PLEASE CONTACT ADMINISTRATIVE SERVICES AT 989-224-5120 OR VIA EMAIL AT ADMIN@CLINTON-COUNTY.ORG NO LATER THAN 48 HOURS PRIOR TO THE MEETING.

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County Administrator/Controller

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CLINTON COUNTY
OFFICE OF
ADMINISTRATIVE SERVICES



Kate Rademacher
Finance Director

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St. Johns, Michigan 48879
(989) 224-5120 • Fax: (989) 224-5102
www.clinton-county.org

TO: Ways and Means Committee

FROM:



John F. Fuentes, County Administrator/Controller

DATE: March 2026

SUBJECT: Clinton Area Transit Update

MaLissa Schutt, Executive Director from Clinton Transit, plans to attend the March 26th Ways and Means Committee Meeting to present Clinton Transit's 2025 Annual Report. She will also be discussing the importance of restoring Local Bus Operating (LBO) funding to deliver reliable and high-quality services statewide.

Suggested Action:

Recommend acknowledging receipt of Clinton Area Transit Board's Annual Report.



ANNUAL REPORT

2025

Our Foundation, our Future.

Built by community trust. Guided by purpose.

What began as a small volunteer effort has grown into a countywide transit system that connects people to opportunity and community. Each chapter of our story has strengthened our foundation – a foundation built on fiscal responsibility, accessibility, and service to every resident of Clinton County. Today, Clinton Transit stands as a trusted, independent organization rooted in its mission, vision, and core values – the principles that continue to guide our path forward.

MILESTONES THAT BUILT US

1984

Bill Richards founded Community Resource Volunteers (CRV). Also known as the "Blue Bus," CRV's system of volunteers provided transportation to elderly and disabled community members.

2006

Extended service to include all Clinton County residents.

2021

Added Saturday service and expanded weekday service hours; launched mobile app; added tablets on buses.

2001

CRV became Clinton Transit under the Public Transportation Authority Act 196 of 1986.

2010

Expanded routes into Lansing.

2023

Completed renovations at the Scott Road administration facility.

2005

Clinton County residents approved the agency's first local millage.

2017

Moved into Scott Road facility.

2024

Finalized Transit Development Plan; launched Michigan Mobility Wallet pilot.

2020

Clinton County residents voted "Yes" to increase the local millage.

2026

Celebrating 25 years of keeping Clinton County connected.

MISSION

Keeping people connected.

VISION

Providing mobility as a service.

CORE VALUES

Service Orientation

We value, above all, compassion for others; going the distance for our staff and the community we serve.

Adaptability

We are committed to the mindset of remaining willing when able and able when unwilling.

Communication

We value open, honest, and frequent communications with our staff and our community partners. Our internal and external communications will continue to be open, constructive, and empowering.

Accountability

We are committed to delivering results that make a difference in Clinton County and being accountable for those results.



Meet the Board



Gail Watkins

Chairperson

"Transit connects people to what matters – work, healthcare, and each other."



Jack Phillips

Vice Chairperson

"Public transportation keeps our community accessible for everyone, no matter their age or ability."



Dan Skorich

Secretary/Treasurer

"Transit is more than a ride – it's independence for so many of our neighbors."



Josephine Smith

Board Member

"A good transit system reflects who we are: caring, responsible, and community minded."



Deb Shaughnessy

Board Member

"Transit means opportunity – every trip helps someone reach their goals."



Patrick McPharlin

Board Member

"Reliable transportation is the foundation of a strong, connected community."



Jessica Tramontana

Board Member

"Public transit ensures that rural residents have the same access as those in larger towns."



Brian Hurtekant

Clinton County Board of Commissioners Representative

"Transit matters because it brings our entire county together – one ride at a time."

From Our Leadership

A message from the Board Chairperson:

Dear Clinton County Residents,

As Chairperson of the Clinton Transit Board of Directors, I am proud to share the continued progress of an organization guided by purpose, accountability, and community impact.

Clinton Transit exists for a simple but powerful reason: to keep people connected. That mission informs every decision we make as a Board — from long-term planning and investment, to ensuring public resources are used responsibly and in alignment with community needs. Our vision of providing mobility as a service reflects a commitment to flexible, modern transportation that supports access to jobs, education, healthcare, and daily life across Clinton County.

Public transportation is more than a service — it is essential infrastructure that strengthens local economies, supports independence, and fosters inclusion. Through mission-driven leadership and strong partnerships, Clinton Transit continues to evolve to meet the changing needs of the communities it serves while remaining grounded in transparency and local accountability.

On behalf of the Board of Directors, thank you for your continued trust and support. We are committed to thoughtful stewardship and to ensuring Clinton Transit remains a reliable, forward-looking resource for today and for the future.

Sincerely,
Gail Watkins
Board Chairperson



A message from the Executive Director:

Dear Clinton County Residents,

It's my honor to share Clinton Transit's 2025 Annual Report – a reflection of another year of growth, accountability, and community connection.

Thanks to your continued support, Clinton Transit stands stronger than ever as a trusted, locally accountable system built on fiscal responsibility and service to the people of Clinton County. This year, we're proud to share how your investment in local mobility continues to deliver results – from launching a new microtransit service that expands access and flexibility, to advancing the Maintenance Facility Project that will improve efficiency and extend fleet life, all while supporting economic growth and opportunity throughout the county.

We're especially honored to be recognized on the national stage as a finalist in the PRNEWS Platinum Awards for community engagement and transparency during our 2024 millage renewal. That recognition belongs to you – the passengers, voters, and partners who make our work possible. Your trust allows us to innovate while staying rooted in the values that define Clinton Transit: accessibility, reliability, and accountability.

Our focus for the year ahead remains simple – to build on our strong foundation. We'll continue strengthening regional partnerships, improving technology for passengers, and exploring new ways to connect people to opportunity.

On behalf of our Board and the entire Clinton Transit team, including our drivers, schedulers, maintenance staff, and administrative support, thank you for believing in the vital role public transportation plays in everyday life across our county. We are proud to be part of your daily journeys and your community.

See you on the road,
MaLissa Schutt
Executive Director



Clinton Transit Leadership Team



Malissa Schutt
Executive Director



Ty Piontek
Director of Operations



Matthew Dethlefsen
Finance Manager



Fran Evans
Office Manager

Building on Progress

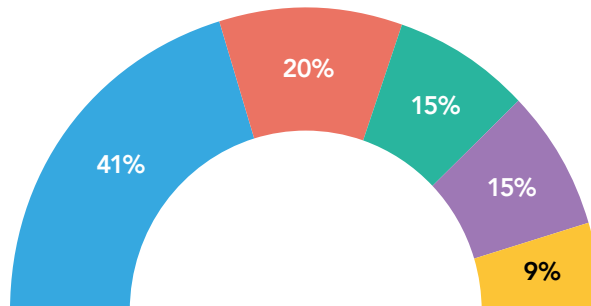
2025 AT A GLANCE

In 2025, Clinton Transit continued to deliver on its commitments by expanding service, improving convenience, and connecting residents to work, healthcare, education, and community life.

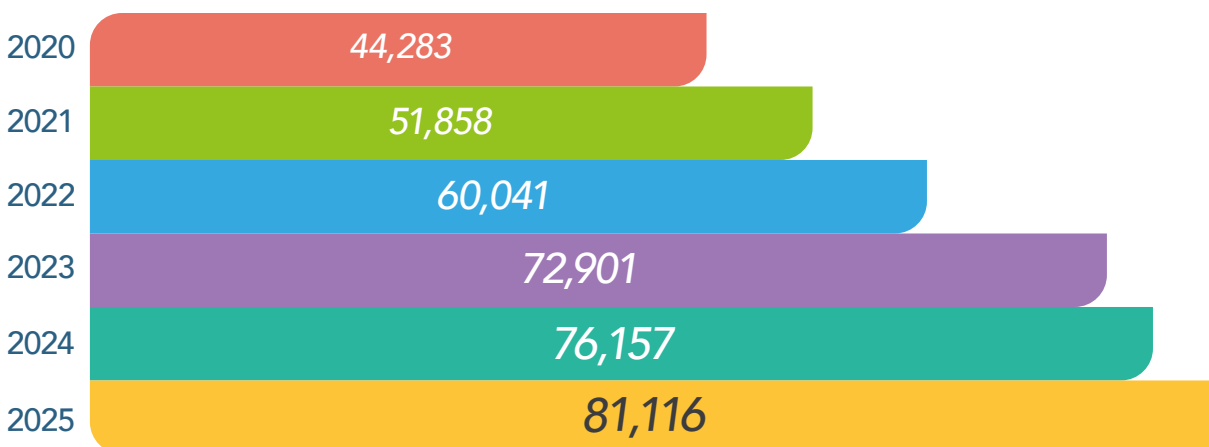
Here's a look at this year's impact in motion:



- 41% of rides were employment-related
- 20% of rides were for medical care
- 15% of rides were education-related
- 15% of rides were for shopping and errands
- 9% of rides supported participation in recreational and community events



Ridership Trends:
Number of One-Way Trips



Financial Overview

Clinton Transit is committed to responsible financial management that maximizes the value of every taxpayer dollar and grant investment. Through careful budgeting, strategic use of state and federal funding, and ongoing operational efficiencies, the agency works to deliver reliable, accessible transportation services while maintaining long-term financial stability.

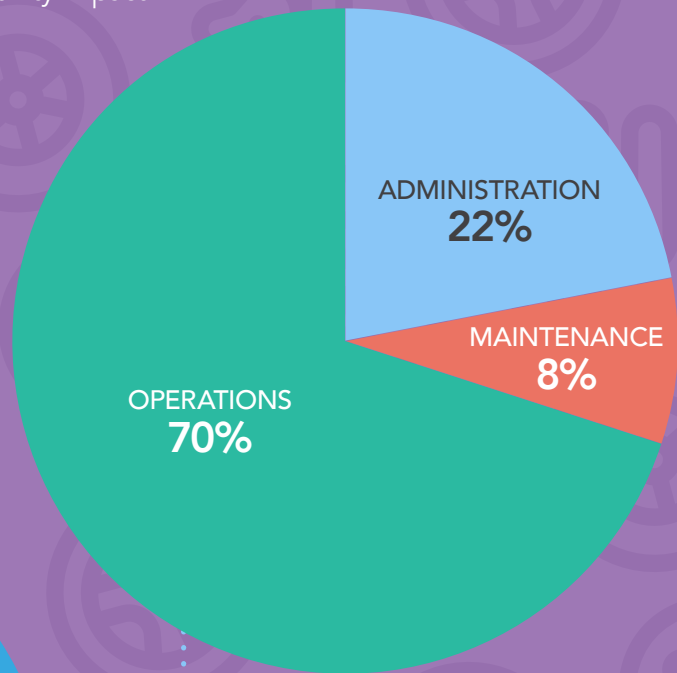
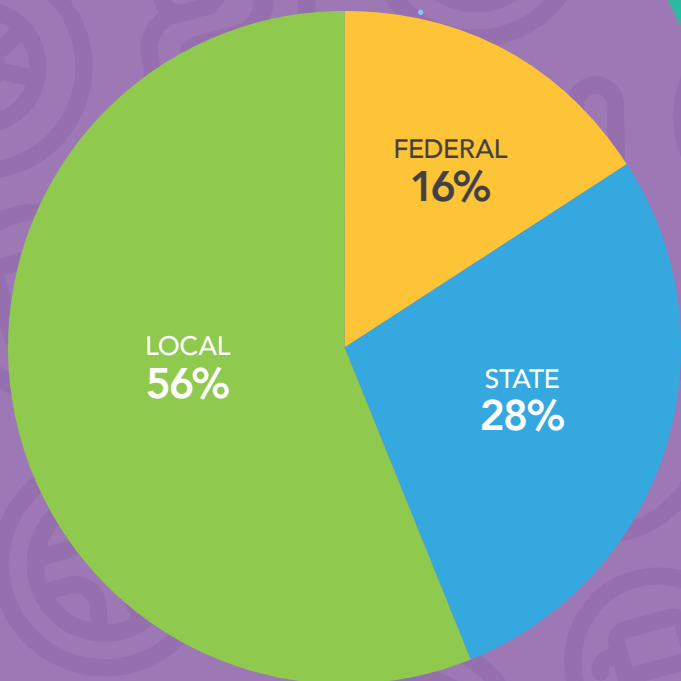
This disciplined approach allows Clinton Transit to respond to community needs without overextending resources. **In 2025, ridership growth outpaced expense growth, with ridership increasing 7% while expenses rose just 3%**—a key indicator of efficient service delivery and strong return on public investment.

At the same time, Clinton Transit maintained a clear focus on day-to-day operations, directing the majority of resources toward keeping vehicles on the road and passengers moving. This balanced approach supports reliable service today while building a strong foundation for future growth and continued community impact.

Operating Revenues

- Federal ●
- State ●
- Local ●

*Local revenues include property taxes levied, passenger fares, and contracted services.



Expenses by Department

- Administration ●
- Maintenance ●
- Operations ●

Connecting People to Jobs and Education

For many passengers, Clinton Transit is not optional — it is essential infrastructure that makes work and education possible. In 2025, the Blue Bus continued to play a direct role in supporting workforce participation and student success by providing reliable, affordable transportation where other options may not exist.

Passengers use Clinton Transit to maintain consistent employment schedules, attend classes, and manage daily responsibilities. Alexis, who rides the Blue Bus to her job at Michigan State University, relies on the service multiple days each week to get to work safely and on time.

Colton, a student at Lansing Community College, uses the Blue Bus to attend classes as he works toward becoming a high school English teacher. “It allows me to focus and get to school on time,” he shared. “It’s fast, affordable, and gives me peace of mind.”

For Tsz-yan, the Blue Bus provides dependable weekday transportation to and from work — even in challenging weather. “The Blue Bus always shows up on time,” she said. “It takes me to work and brings me home.”

These stories reflect a consistent reality across Clinton County: public transit supports economic stability by connecting people to jobs, education, and opportunity.



Building for the Road Ahead

In 2025, Clinton Transit launched its Maintenance Facility Project, a major investment in the infrastructure that keeps transit services running safely, efficiently, and reliably. While largely behind the scenes, this project plays a critical role in supporting day-to-day operations and long-term service quality.

The new facility is designed to improve maintenance efficiency, reduce vehicle downtime, and extend the life of the fleet. By providing a purpose-built space equipped to meet modern transit needs, the project allows the maintenance team to work more effectively and proactively, helping identify issues earlier and keeping vehicles on the road longer. The result is greater reliability for passengers and a stronger foundation for consistent service.

The project also enhances the work environment for transit employees, supporting safer, more efficient maintenance practices and reinforcing the Agency's commitment to operational excellence.

Importantly, the Maintenance Facility Project is funded through secured federal grants and strategic partnerships, minimizing reliance on local tax dollars. This approach reflects a focus on fiscal responsibility while continuing to invest in the systems that serve the community every day.

Now fully underway, the project marks 2025 as a pivotal year of progress. This investment strengthens Clinton Transit's ability to meet future transportation needs and ensures the fleet – and the community it serves – keeps moving forward.



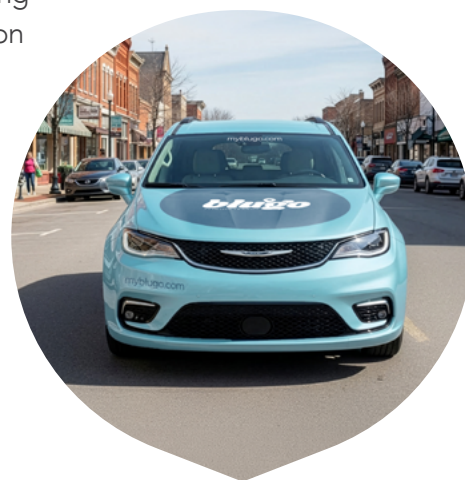
Maintenance Facility Project Rendering

What to Expect in 2026

Clinton Transit is preparing for the next phase of service expansion, focused on increasing flexibility, improving regional connections, and responding to evolving passenger needs—positioning the system to better serve the community in 2026 and beyond.

BLUGO: FLEXIBLE, ON-DEMAND SERVICE

Blugo is a new microtransit service designed to complement existing routes by providing on-demand, technology-enabled transportation within designated service areas. These service zones focus on the county’s most densely populated areas—primarily St. Johns and DeWitt/Bath—where key stores and services are located. This focused service model allows the agency to maximize efficiency in high-demand areas while expanding access to communities across the county that need it most.



REGIONAL CONNECTOR ROUTE WITH CATA

Clinton Transit is advancing a new Connector Route in partnership with the Capital Area Transportation Authority (CATA), expanding access between Clinton County and the greater Lansing area. Supported by a \$1 million state DOT grant investment, this new service is designed to improve access to employment, medical care, and essential destinations through stronger regional connectivity.

CELEBRATING 25 YEARS OF SERVICE

Join us on September 26, 2026 — at 215 N Scott Rd, St. Johns, MI 48879 — as we celebrate Clinton Transit’s 25th Anniversary, honoring 25 years of service and sharing our vision for the future of mobility.





Moving Forward, Together.

The journey continues – guided by our mission, strengthened by community partnerships, and powered by the people we serve. Together, we're building a future where every ride matters.

Hours of Operation

Clinton Transit serves all Clinton County residents with scheduled curb-to-curb transportation services.

Transportation Hours:

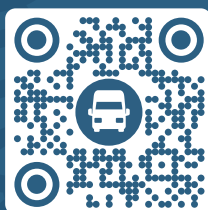
Monday-Friday: 6 a.m.-9 p.m.
Saturday: 8 a.m.-6 p.m.

Dispatch Office Hours:

Monday-Friday: 7 a.m.-6 p.m.
Saturday 8:30 a.m.-12:30 p.m.

Walk-on service:

Monday-Friday: 10 a.m.-2 p.m.



Ready to ride? Need more information?

Call our Dispatch Office or visit mybluebus.com – ask about the Clinton Transit mobile app now available in the App Store or Google Play.



215 North Scott Road, St. Johns, MI 48879

mybluebus.com | 989-224-8127



Michigan Deserves Great Public Transit

Turn Recent Investments into Long-Term Results

Fund LBO at \$330M to Strengthen Service Statewide

The governor's proposed budget would increase Local Bus Operating (LBO) funding to \$315M. **While this increase is a positive step, it would only allow for a 2% increase** in state reimbursements for local transit agencies - barely keeping ahead of rising costs and needs. Additionally, with services expected to expand in Wayne County (our state's largest), the budget must ensure funding grows so all communities are supported.

Funding LBO at \$330M would allow for a more meaningful boost in reimbursement rates - restoring the funding share to more traditional and sustainable levels. This funding level could be reached using existing revenues already restricted within the Comprehensive Transportation Fund (CTF). Sustaining this rate of growth would put Michigan **back on a path to full funding as provided in law and ensuring reliable service in every community.**

Double Support for Cross-State Bus Routes

Cross-state bus routes connect Michigan's communities. MDOT currently supports all Up North routes and provides capital funds for routes along I-94 and I-96. The governor's budget proposes \$10.8M for intercity bus, a slight increase that is insufficient to meaningfully improve service.

Increasing cross-state bus funding to \$20M would enable:

- A **Grand Rapids-Lansing-Detroit** express bus running up to 8 times a day between Michigan's largest communities
- **Doubled cross-state bus service Up North**
- More reliable, higher-quality service with an improved rider experience

Improve Transit Worker Safety

To have a strong transit system, our workers need to be safe. Michigan must:

- **Ensure a safe and respectful environment** for both employees and riders
- Provide transit agencies with additional safety tools
- **Strengthen penalties for assaults against transit workers** as over 30 states do.

Increase Funding from the Auto-Related Sales Tax to the Full 25%

In Michigan, **most funding for transit, freight and passenger rail, and ferries come from the Comprehensive Transportation Fund (CTF).** State law allows up to 25% of auto-related sales tax revenue to support the CTF, yet only about 7% is used –leaving transit systems underfunded:

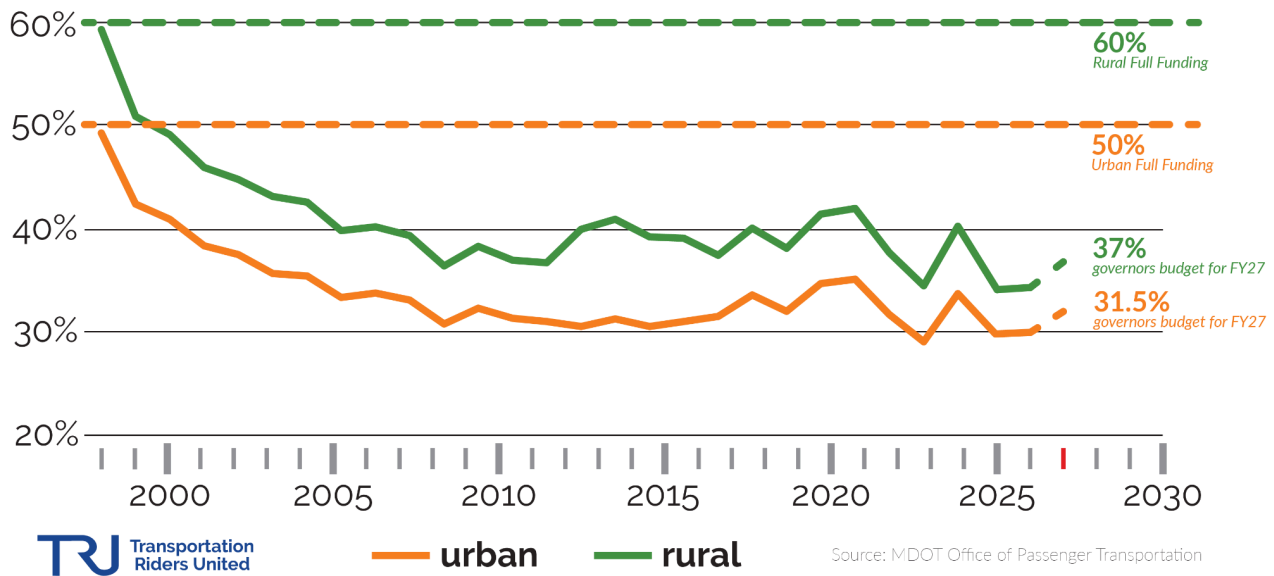
- Support HB 4210 (Rep. Morgan) to **increase the percent of the auto-related sales tax allocated to the CTF to 25%.**

Why Does the Budget Matter for Transit?

In Michigan, all 83 counties have some level of transit service that's provided by roughly 80 transit providers, including urban bus systems, rural dial-a-rides, ferries, Detroit streetcars, and senior shuttles. Whether you know it, **someone in your community uses public transit** - with nearly **47 million trips a year** provided on transit in Michigan.¹

The state government provides support for our transit agencies via **Local Bus Operating (LBO)** funds. **In prior decades, this covered nearly 60% of budgets for rural agencies and 50% for urban ones. Nowadays, the state covers just one-third of local transit costs, limiting how much service can be provided in your community. Restoring LBO funding is essential to delivering reliable, high-quality services statewide.**

Local Bus Operation (LBO) Distribution Percentages, 2000-2026



Some of Us Ride Transit, All of Us Need it!

- Transit costs far less than driving, **helping families save money.**
- **Veterans, older people, people with disabilities, and working class families** all rely on public transit. For Michigan to thrive, we must support all Michiganders.
- **Many young people** prefer to transit to struggling to pay for cars, insurance, and gas.
- Buses **give people alternatives to driving**, helping Michigan meet our climate goals and **reducing congestion** and strain on our roadways.
- Providing more transit would greatly **benefit Michigan's economy.**

¹ MDOT, Michigan Transit Facts, 2026.

<https://www.michigan.gov/mdot/travel/mobility/pub-transit/michigan-transit-facts>.



Proposed Updates to Clinton County Service Agreement

Ingham County Department of Veterans Affairs (ICDVA)

Background

The Ingham County Department of Veterans Affairs (ICDVA) has provided veterans benefits services to Clinton County for over 40 years. The current per-case billing model no longer reflects the full cost of service delivery and requires extensive activity tracking.

The grant-funded position serving Clinton County veterans has experienced turnover due to non-competitive wages and workload demands, impacting service continuity. Since the establishment of this position, more than \$20.5 million in federal benefits has been awarded to veterans and their families in Clinton County.

A revised agreement is necessary to ensure sustainability, transparency, and accurate cost recovery while supporting competitive staffing and consistent service delivery.

Current Service Agreement Model

The current per-case methodology:

- Requires detailed tracking of claim activity and case counts
- Excludes indirect county support (IT, payroll, finance, compliance)
- Fluctuates year-to-year based on case volume rather than actual costs
- Creates administrative burden during annual reconciliation

While historically effective, this model no longer reflects modern operational realities or workforce needs.

Key Considerations

- **Position Stability:** Competitive compensation supports staff retention and consistent service delivery
- **Full Cost Accounting:** All operational and administrative support is included in the agreement
- **Predictable Structure:** A standard formula allows transparent annual adjustments tied to actual budget data

Proposed FY26 Cost Model

Annual Service Agreement Formula:

(Personnel Cost – Grant Funding) + Administrative Support + IT Chargeback + Communication & Case Management + Training & Travel + Professional Memberships

Administrative Cost Allocation:

Clinton County's current allocation of 10.44% is based on the county's 2025 caseload percentage. This percentage will continue to be recalculated annually using prior-year caseload data, ensuring that administrative support costs are proportionally allocated each year.

Step 1: Net Personnel Cost

- Salary & Benefits (Veterans Benefits Counselor): \$134,764.86
- CVSF Grant Offset: -\$58,535.00
- Net Personnel Cost: \$76,229.86

Step 2: Additional Cost Components

- Administrative Support (10.44%): \$18,083.94
- IT Chargeback: \$3,532.50
- Communication & Case Management: \$2,921.65
- Training & Travel: \$5,310.00
- Professional Memberships (MACVC & NACVSO): \$100.00

Total CY26 Service Agreement: \$106,177.95

Justification for Revised Model

1. **Improved Staff Retention and Service Quality** – Position upgrade supports competitive wages and workforce stability
2. **Accurate Cost Recovery** – Clinton County contributes proportionally to the full cost of services provided
3. **Clear and Defensible Accounting** – All costs supported by standard county budget and chargeback documentation
4. **Predictability and Transparency** – Consistent formula allows annual adjustments without renegotiating the agreement

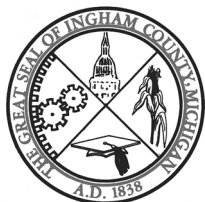
Implementation Plan (If Approved)

- **May 2026:** Hire Veterans Benefits Counselor
- **Year 1:** 1 day/week in St. Johns; 4 days/week serving Clinton County clients in Ingham County
- **12-24 Months:** Increase to 2 days/week in Clinton County
- **After 24 Months:** Increase to 3–4 days/week in Clinton County

Schedule is tentative and dependent on staffing stability.

Recommendation

- Adopt the revised cost model beginning CY 2026
- Approve the Veterans Benefits Counselor position upgrade





CLINTON COUNTY ROAD COMMISSION

5

Managing Director: Douglas Steffen
Board Members: Michael J. Frederick
Gail A. Watkins
Kevin P. Holt

March 26, 2025

Clinton County Board of Commissioners
Ways and Means Committee
100 E State Street
Saint Johns, MI 48879

Dear Commissioners,

Please see the information below for a Road Commission yearly update.

1. Commissioner Mike Frederick nominated as board chair for 2026
2. Road Commission retirement and OPEB liabilities update
 - a. Both funded above 100%
3. New road funding headed our way from proposed legislative changes – fall 2026
4. Finished hosting Township meetings for 2026
5. Airport Road project phase II began on March 23rd.
 - a. Project completion late fall 2026

We are looking forward to another wonderful year in Clinton County.

Best regards,

Doug Steffen
Managing Director
Clinton County Road Commission

COMMITTEE AGENDA ITEM

6

DATE OF MEETING:

ESTIMATE OF TIME NEEDED:

NUMBER OF ATTACHMENTS:

REQUESTOR:

03/16/26

10 minutes

2

Kyle Thornton

BRIEFLY DESCRIBE THE ISSUE THE COMMITTEE IS BEING ASKED TO CONSIDER:

Parks and Green Space Commission (PGSC) voted unanimously during their March 13, 2026 meeting to recommend the Ways and Means Committee to provide a letter of support to Tri-County Regional Planning Commission and PEA Group for the City of Lansing & DeWitt Township non-motorized regional trail connections project.

REQUESTED ACTION:

Provide a letter of support to Tri-County Regional Planning Commission and PEA Group

ADDITIONAL INFORMATION:

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Submit by Email

Please submit to Administration at least 1 week before the meeting.

CLINTON COUNTY BOARD OF COMMISSIONERS

COURTHOUSE
100 E. STATE STREET
ST. JOHNS, MICHIGAN 48879-1571
989-224-5120



Chairperson
Bruce DeLong
Vice-Chairperson
Zach Rudat

Members
Nicole Fickes
Brian Hurtekant
Robert Showers
John Andrews
Dwight Washington

Administrator/Controller
John F. Fuentes
Clerk of the Board
Debra A. Sutherland

March 31, 2026

Mr. James Snell
Tri-County Regional Planning Commission
3135 Pine Tree Rd, Suite 2C
Lansing, MI 48911

Dear Mr. Snell:

I am writing to express strong support from Clinton County for this first phase of the proposed trail project connecting Clark Road in DeWitt Township, extending south along Turner Road, and ultimately linking to Turner Dodge Park in Lansing.

This trail alignment represents an important investment in safe, accessible, and connected non-motorized transportation within the Tri-County region. The project will significantly expand non-motorized access to parks, local businesses, and neighborhoods, while providing a safe and attractive option for walking and bicycling. By linking DeWitt Township to the Lansing River Trail at Turner Dodge Park, the trail will also establish a critical connection within a key regional corridor, strengthening the overall regional trail network.

Clinton County recognizes the value of increased recreational opportunities, improved connectivity, and enhanced quality of life that this trail will bring. Just as importantly, local governments see this project as a meaningful example of intergovernmental cooperation, with multiple municipalities committed to working together to advance a shared regional goal.

While there is strong local excitement and willingness to collaborate, the participating communities currently lack the financial resources necessary to move the project forward on their own. Regional support and funding assistance are therefore essential to transforming this widely supported vision into a reality. We believe this trail project aligns closely with the Tri-County Regional Planning Commission's goals related to mobility, recreation, regional connectivity, and quality of life.

Thank you for your time and for your continued leadership in advancing thoughtful regional planning efforts across the Tri-County area. Please feel free to contact us if you have any questions or if additional information would be helpful.

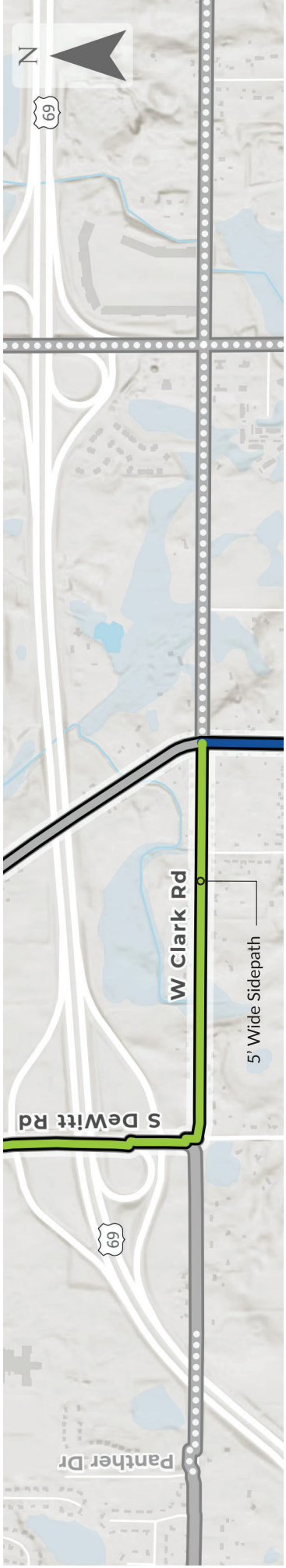
Sincerely,

Bruce DeLong
Board Chairperson

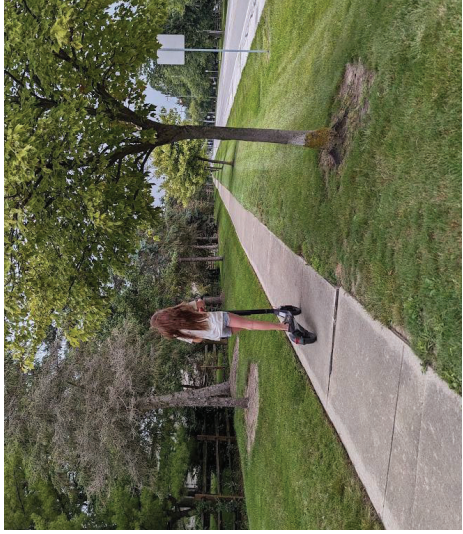
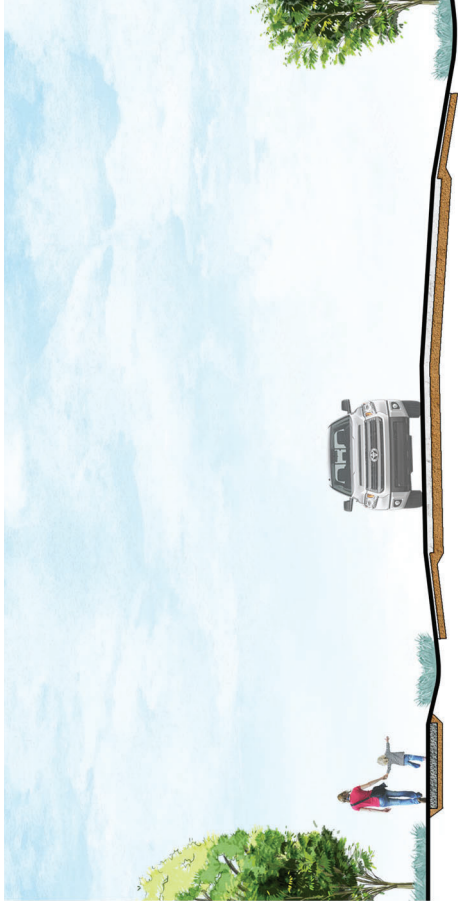
TURNER RD TO LANSING



SIDEPATH



WHAT WILL IT LOOK LIKE?



BIKE LANES AND SIDEWALK

WHAT WILL IT LOOK LIKE?



COMMITTEE AGENDA ITEM

7a

DATE OF MEETING:

ESTIMATE OF TIME NEEDED:

NUMBER OF ATTACHMENTS:

REQUESTOR:

03/26/26

5 minutes

1

Kate Neese, DWM Coordinator

BRIEFLY DESCRIBE THE ISSUE THE COMMITTEE IS BEING ASKED TO CONSIDER:

This is the service contract for trash disposal for the upcoming 2026 Special Collection Events (May 2nd and September 26th).

REQUESTED ACTION:

Please review and approve the attached service contract for trash disposal at the special waste collection events. This will be a two year service contract and allows for a 5% annual increase.

ADDITIONAL INFORMATION:

This is the third, and final, service contract required for our special collection events. We also have service contracts for electronics collection & recycling, and for our household hazardous waste collection. Our current contract expires March 31, 2026 and the biggest change to the contract is the pricing/charges (listed on page 9).

Submit by Email

Please submit to Administration at least 1 week before the meeting.

WASTE MANAGEMENT AND RECYCLING SERVICES AGREEMENT



BETWEEN

Clinton County Department of Waste Management
100 East State Street, Suite 1500
St. Johns, MI 48879

AND

Granger Container Service, Inc.
16980 Wood Road
Lansing, MI 48906-1044

WASTE MANAGEMENT AND RECYCLING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this day March ____, 2026 by and between Clinton County, a political subdivision of the State of Michigan, with offices located at 100 East State Street, St. Johns, MI 48879 (hereinafter called "County") and Granger, a corporation registered in the State of Michigan, with offices located at 16980 Wood Road, Lansing, Michigan 48906, (hereinafter called "Contractor").

1. **CONTRACTOR'S OBLIGATIONS:** The services to be provided by the Contractor are detailed in Attachment A: "Contractors Service Specifications" (incorporated herein to this agreement).

2 **TERM / TERMINATION OF THE CONTRACT**

A. **Two Year Term:** The term of this services contract shall be for twenty-four months, to begin April 1, 2026 and expire March 31, 2028. If this Agreement is not officially renewed but services are requested and rendered thereafter, this Agreement shall cover the delivery of those services unless a party notifies the other differently, in writing at least one (1) week before the service is to be rendered.

B. **County Termination of the Contract Services:** The County may, after giving Contractor seven days written notice and to the extent permitted by laws and regulations, terminate the contract if the Contractor:

1. Fails to Perform the required work as specified in this Agreement as determined by the County and fails to correct the deficiency within 30 days after receiving written notice from the County.
2. Materially Violates Any Law or Regulation of any municipal, County, state or federal laws, rules, regulations, ordinances, and specifications, in performance of this Contract.
3. Files for Bankruptcy or Insolvency If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title II, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
4. If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under other federal or state law in effect at the time relating to bankruptcy or insolvency.
5. Assigns this Contract or any portion thereof in violation of Section 5. L.
6. Funding Deficiencies In the event that the County's revenues from solid waste surcharges or tipping fees is insufficient to enable the County to afford this Contract without using general funds.

C. **Contractor Termination of the Contract Services:** Contractor may stop service or terminate the contract if, through no act or fault of the Contractor, the County Solid Waste Program is suspended for a period of more than ninety days by the County. Under this circumstance, the Contractor may, upon seven day's written notice to the County, terminate the Agreement and recover from the County payment for completed services.

If Contractor terminates the contract pursuant to the above conditions, Contractor understands and agrees that Contractor's sole remedy shall be recovery from the County of payment for completed services and understands and agrees that any consequential damages and any claimed damages resulting from loss of future profits are hereby waived.

4. **COMPENSATION**

- A. **Payment for Services:** The County shall pay the Contractor for services rendered using the Rate Schedule as specified in Attachment B, within 30 days upon receipt of the invoice and upon successful completion of all services required, including, but not limited to, the Service Report as specified in Attachment A.
- B. **Invoices:** The Contractor shall submit invoice statements for payments for services rendered, said statements to be submitted to the County Purchasing Division or designee in the form specified in Attachment B.
- C. **Compensation and Change in Law:** The County shall pay the Contractor any Increased Fees and Taxes necessitated by changes in the law following the Effective Date of those changes.

5. **LEGAL AND INSURANCE REQUIREMENTS**

- A. **Responsibility for Waste:** Ownership of Acceptable Waste shall transfer to the Contractor at the time that it is loaded into the Contractor's collection vehicles.
- B. **Indemnification:** To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees, which the County may suffer or for which it may be held liable, arising out of or resulting from the Contractor's or its agent's or employee's actions or negligence in the performance of this contract. This indemnification shall survive the expiration or termination of this contract. By entering into this contract, the parties do not waive any immunity provided by law.
- C. **Pollution Liability:** To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees, which the County may suffer or for which it may be held liable, arising out of or resulting from the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders resulting from Contractor's collection of waste. This indemnification shall survive the expiration or termination of this contract. By entering into this contract, the parties do not waive any immunity provided by law.
- D. **Independent Contractor/No Joint Venture:** The Contractor shall be deemed an independent contractor, and not an employee of the County. Any and all employees, members or associates of the Contractor or other persons, while engaged in the work or services required to be performed by the Contractor, shall not be considered employees of the County. Any and all claims that might arise on behalf of employees of Contractor or other persons as a consequence of any act or omission on the part of said employees of Contractor shall in no way be the obligation or responsibility of the County. The contractor fully understands all consequences, financial and legal, of the status of an independent contractor. The parties receive separate benefits from the relationship and no joint venture between them is intended or created herein.
- E. **Insurance Requirements:** Submit a Certificate of Insurance prior to the execution of a contract meeting the minimum limits of liabilities as outlined. All insurance carriers must be acceptable to the County and licensed in the State of Michigan.

A new certificate of insurance shall be provided to the County each year at the time of policy renewal. The Vendor shall not allow for any lapse of insurance coverage in the amounts shown below. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

- 1. **Workers' Compensation Insurance:** The Vendor shall procure and maintain during the life of this contract Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. **Commercial General Liability Insurance:** The Vendor shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an “Occurrence Basis” and motor vehicle insurance with limits of liability not less than \$1,000,000.00 (One million dollars) per occurrence, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
3. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: Clinton County, Southern Clinton County Municipal Utilities Authority, the Clinton County Road Commission and all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess”.

If any of the above coverages expire during the term of the contract, the Vendor shall deliver renewal certificates and/or policies to the County at least ten (10) days prior to the expiration date.

- F. **Non-Discrimination:** Contractor agrees that Contractor shall not discriminate against any employee, applicant for employment or other person, supplier, or contractor because of race, color, religion, sex, marital status, national origin, disability, or public assistance.
- G. **Assignment and Subcontracting:** The Contractor shall not delegate or assign the Agreement, or any part thereof, nor shall the Contractor sub-contract this Agreement or any part thereof without the prior written approval of the County, which shall not be unreasonably withheld. The Contractor may not assign any parts of this Agreement via sale, merger or acquisition of the Contractor’s company without the prior written approval of the County, which shall not be unreasonably withheld.
- H. **Compliance with All Laws, Rules, Regulations and Licensing Requirements:** The Contractor shall comply with all municipal, County, state and federal laws, regulations, ordinances, and specifications.
- I. **Dispute Resolution Process:** The County and the Contractor agree to first use the following process to resolve disputes about issues related to the performance of this contract. If an issue arises which requires resolution, either party shall initiate this dispute resolution process by notifying the other party and scheduling a meeting. The meeting shall serve as a fact-finding opportunity to identify the issue, clarify the problem, review the applicable contract provisions relating to the issue, discuss alternative remedies, and agree upon a means of dispute resolution. The parties shall make a good faith effort to complete the agreed-upon tasks within 30 days of the initial dispute resolution meeting or specify an alternative schedule and deadline for resolving the issue. Nothing in this contract section, Dispute Resolution Process, shall be construed or implied to reduce, eliminate, or otherwise affect the rights of the County or the Contractor to use any and all other means of legal remedies.
- J. **Contact Persons for Legal Notices:** The County identifies the Director of Sales at Granger Waste Services Division, Scott Truman, at 16980 Wood Street, Lansing, MI 48909 to receive all notices and communications on behalf of the contracting parties regarding the contract. The Contractor identifies the Clinton County Waste Management Coordinator, Kate Neese, Clinton County Department of Waste Management at 100 E. State Street, Suite 1500, Saint Johns, MI 48879 to receive all notices and communications on behalf of the contracting parties regarding the contract.

- K. **Performance:** Contractor shall see that all work done pursuant to this Agreement is accomplished with work forces and equipment which is adequate to ensure the satisfactory transportation of said materials at all times. Either Party may be excused from performance under this agreement by reason of an event defined herein as Force Majeure which is outside of the Party's control and cannot be avoided by the exercise of due care.
- L. **Conflict of Interest:** Neither the Contractor nor its employees presently have nor shall acquire interest, direct or indirect, in the contract in any manner forbidden by law. No County official, or deputy or clerk or employee of such official, shall be directly or indirectly interested in this contract.
- M. **Severability:** This Agreement is subject to the laws of the United States of America, the State of Michigan and Ordinances of the County. In the event that any provision of this Agreement shall be held to be contrary to law or Ordinance by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision or provisions shall be voided. All other terms and conditions of the Agreement shall continue in full force and effect. The voided provision or provisions may be renegotiated at the written request of either party to this Agreement.
- N. **Governing Law:** This Agreement shall be deemed to be a contract made in the State of Michigan and shall be interpreted and construed in all respects in accordance with the laws of the State of Michigan applicable to contracts wholly to be performed therein.
- O. **Modification:** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by the authorized representatives of the County and Contractor and attached to this Agreement.
- P. **Representation:** The County and the Contractor each represent to the other that, by their respective execution of this Agreement they have obtained all necessary consents and approvals required for their respective execution and performance thereof.
- Q. **Integration:** The Parties agree that the entire Agreement between the Parties is contained herein and that this Agreement, including any and all exhibits attached hereto, supersede all oral agreements and negotiations between the Parties relating to the subject matter hereof, as well as any previous agreements between the Contractor and the County or either of them relating to the subject matter hereof.

EXECUTION

In Witness whereof, the Parties hereto set their hands.

By the duly elected or appointed representatives of **CLINTON COUNTY**:

_____ March ____, 2026
Chair, Clinton County Board of Commission

By the duly appointed representatives of the **CONTRACTOR**:

The Contractor acknowledges by his/her signature on this document that the Contractor has received a copy of this contract and is in full agreement with the terms as imposed upon the Contractor by this Agreement and that the Contractor will comply with those terms and conditions.

_____ Date _____

Printed Name, Title

_____ Date _____
WITNESS

Printed Name, Title of Witness

Attachment A

CONTRACTOR'S SERVICE SPECIFICATIONS

The work to be performed under this contract shall consist of assisting the County to achieve clean community objectives by providing services to support the twice annual "Clean Community Event".

Spring Collection/Clean Community & Free for Fall Events

The work required herein shall consist of waste disposal services to support the Clinton County Collection Events to be held on May 2, 2026, and September 26, 2026, as well as two dates yet to be determined for 2027. Services shall include the collection, transportation and landfill disposal of residential and commercial waste materials, such as household garbage.

Each year, the County conducts Spring Collection & Free for Fall Events to assist residents to reuse, recycle, or properly dispose of waste materials. Types of materials collected may include household hazardous waste, unwanted/expired pharmaceutical waste, oil, antifreeze, electronic waste, books, and tires. The Contractor will be responsible for assisting the County to manage materials collected at the event, in particular waste items for landfill disposal. All other types of materials are the responsibility of the county and other contractors.

The Contractor will be responsible for safe replacement of empty containers before the scheduled event. The Contractor will have access to the site no later than 6:30 am on the day of the event and is expected to remove all of the Contractor's equipment and all received materials and have the site cleaned by end of business day the following Monday. If the Contractor requires access to the site prior to or after the event day, the Contractor must contact the site contact for prior authorization. The site contact for County properties (including the County Fairgrounds and County Parks) is Rob Wooten (810) 623-9260. The following outlines contractor responsibilities:

The Contractor will be responsible for all core operations at the events including receiving and handling all acceptable materials, containerizing and appropriate preparation for transportation, and ultimate disposition of materials collected through disposal and/or recycling as specified herein.

The Contractor shall be responsible for providing and maintaining all labor and equipment, materials, tools, insurance, permits, supervision, and all other items necessary to collect and dispose or recycle all received materials in accordance with all applicable local, state and federal requirements.

At a minimum, the Contractor shall provide the following services at the event.

- One or more roll-offs and/or compacting trucks for receiving cardboard and empty containers used to bring household hazardous waste and electronics to the collection event. The roll-off shall be fitted with a liner to prevent any residual liquids from leaking out. All collected waste will be disposed of at either of Granger's landfills in Clinton County located in DeWitt Township or Watertown Township.

The Contractor shall provide complete service as described above. The Contractor shall provide advance notification of the types of adverse weather conditions which would require a postponement or a cancellation of services.

The Contractor shall assign a qualified person or persons to oversee its performance of this Contract and shall advise the County of such persons in advance and when changes occur.

The Contractor is required to obtain all DOT and any other required licenses. All vehicles and equipment used by the Contractor shall be kept and maintained in sanitary condition and in good repair. Employees driving Contractor's vehicles shall have a valid operator's license from the State of Michigan and shall meet state and federal requirements concerning commercial licensing. The Contractor shall not use the County's name or other words implying municipal ownership of stationery, vehicles or equipment.

All drivers and operators of collection vehicles shall be licensed appropriately by the State of Michigan for operating those vehicles.

All loads hauled by the Contractor under this Contract shall be contained, tied, or enclosed so that leaking, spilling, or blowing is prevented.

A written event service report must be supplied to the County, or made accessible in a compatible electronic format, via email or internet, showing a detailed list of the services provided (number of pulls, addresses serviced, breakdown by type of collection container and material, etc.), the volume of landfilled waste.

Furthermore, the Contractor ensures/understands that:

1. As a key part of the project team, the Contractor will work closely with County staff during all phases of the work and will maintain a strong and positive working relationship.
2. All licenses required for discipline by the State of Michigan shall be maintained during the course of the contract.
3. The firm will provide a single point of contact for the duration of the contract.

County responsibilities:

In cooperation with a site host, the County will provide a hard-surfaced location for the collection, with available restrooms and running water.

The County will provide publicity, advertising, signage, and scheduling appointments for the collection.

The County will have a Coordinator on site during the collection.

The County will provide volunteers to aid in unloading vehicles.

The County will coordinate staff and volunteer support to ensure the smooth operation of the event and handle responsibilities like directing traffic, greeting, and checking in participants, confirming appointments (as required), accepting donations or user fees and passing out instructions.

The County will communicate to participants the need to ensure all scrap metals and bulky waste items are free of all liquids, such as fuel, motor oil or antifreeze. The Contractor reserves the right to reject material that is not free of liquids. Furthermore, the County recognizes that the Contractor shall reserve the right to reject any materials that would be in violation of their current waste acceptance standards and has been provided a list of those guidelines.

The County will provide information to the Contractor regarding the number of participants expected prior to the collection day and an inventory of expected waste items.

The County will coordinate the collection of scrap metal, appliances, household hazardous waste, pharmaceutical waste, electronic waste, automotive fluids, tires, and reusable household items with other vendors. The Contractor shall bear no responsibility for managing these items.

Attachment B

CONTRACTOR'S COMPENSATION

1. **Form of Invoice:** The invoices submitted by the Contractor must contain the following information, and would ideally be accompanied by the service report, as described earlier in this contract under contractor's responsibilities for single day collection events.
 - (a) **Fee for Units Serviced:** Provide an Itemization of the total number of units serviced, the type of service provided, and the unit price for that service.
 - (b) **Subtotal for Invoice:** Sum a total of any itemization in 1(a) above.
 - (c) **Final Amount Due: Sum** the total of charges and deductions that is to be paid by the County to the Contractor.
2. **Rate Schedule:** The Rate Schedule shall be as follows:

A. Mobilization Fee – Flat Fee to Set Up for Event

- Cost Schedule per Event is \$500.00

B. Estimated Charges for Municipal Waste Roll Off Containers:

- Add for 10-yard roll-off containers \$280 each
- Add for 20-yard roll-off containers \$385 each
- Add for 30-yard roll-off containers \$475 each
- Add for 40-yard roll-off containers \$550 each
- Add for 40-yard roll-off YARD WASTE containers \$600 each

Pricing term is 2 years with a 5% annual increase and includes surcharges.

COMMITTEE AGENDA ITEM

7b

DATE OF MEETING:

ESTIMATE OF TIME NEEDED:

NUMBER OF ATTACHMENTS:

REQUESTOR:

03/26/26

5 minutes

1

Kate Neese, DWM Coordinator

BRIEFLY DESCRIBE THE ISSUE THE COMMITTEE IS BEING ASKED TO CONSIDER:

Clinton County Department of Waste Management would like support from the BOC to utilize the MI Department of Environment, Great Lakes & Energy's annual scrap tire grant for calendar year 2026. This is a regional effort with Barry and Eaton Counties. Eaton County will once again be acting as fiduciary and primary contact for the scrap tire grant.

REQUESTED ACTION:

1) Review request, comment and consider approving participation in this grant cycle.

ADDITIONAL INFORMATION:

Please see attached memorandum. This grant would cover the cost of one scrap tire collection trailer for the fall collection event scheduled for Saturday, September 26th. This grant would allow our department to accept car & light truck tires free of charge from Clinton County residents.

Submit by Email

Please submit to Administration at least 1 week before the meeting.



Clinton County Department of Waste Management
100 E. State St., Ste. 1500, St. Johns, MI 48879
Phone: 989-224-5186, Fax: 989-224-5102

Memorandum

To: Clinton County Board of Commissioners
From: Kate Neese, Waste Management Coordinator
Date: March 3, 2026
Re: Tire Grant Opportunity

Our department regularly works collaboratively with surrounding municipalities and organizations. Eaton County has once again suggested we work together to take advantage of the annual Michigan Department of Environment, Great Lakes and Energy (EGLE) Tire Grant. This collaborative effort worked well for our residents at previous events beginning in August 2015. Our office believes that we will continue to have better participation if we can collaborate with Eaton County to provide free tire collection. Our department subsidized this program from the first collection in 1999 through the fall of 2015 (when we partnered with Eaton County) to give residents an affordable opportunity to dispose of their tires. Since 1999, our department has successfully coordinated the collection and recycling of over 1.6 million pounds of tires with Midwest-based tire recyclers.

Our tire processing vendor charges a flat rate to deliver a trailer, plus a fee per tire (this is industry standard). Our Spring Collection Event regularly fills one tire trailer. Due to the delay in the release of this year's grant application, we recommend collecting tires at our September 26th event to take advantage of this grant opportunity. Historically, we have also worked with the Road Commission to provide an additional trailer to clean off their property, but they confirmed that they do not need a trailer this year.

The tire grant stipulations are as follows:

1. Clinton County must collect 600 passenger car tires (or the equivalent thereof) in order to cover the cost of each tire trailer. The contracted price between the tire processor and the EGLE is \$3000.00 per trailer. We will be contracting for one trailer for 2026.
2. Clinton County will be held responsible for the difference in cost if we do not collect 600 passenger car tires (or the equivalent thereof) per trailer. The potential maximum cost will be lower than our regular operating cost.

Eaton County will act as fiduciary for the grant and will handle all paperwork involved with EGLE, the Eaton County Controller and the contracted tire processor.

I am asking for the Board's approval to move forward with this collaborative grant effort with Eaton County Resource Recovery. I will be presenting the Board with a Memo of Understanding once the grant details have been released.



**CLINTON COUNTY
FACILITY AND FLEET SERVICES DEPARTMENT
ROB WOOTEN, DIRECTOR
1327 E. Townsend Rd., St. Johns, MI 48879
(989) 224-5105**

TO: Ways and Means Committee

FROM: Rob Wooten
Director – Facilities and Project Mgt.

SUBJECT: 2026 Major Capital Improvement Project Status Update

DATE: March 26, 2026

Commissioners recently requested more frequent updates on the status of Facility and Fleet Services major capital improvement projects. A brief update regarding these projects is attached.

SUGGESTED ACTIONS:
No action

March 2026 Facility and Fleet Services Major CIP Status Update

	2026 Budgeted	2026 Payments as of 3/12/26
<u>COURTHOUSE SNOWMELT SYSTEM/DOORS/RECEIVING BAY SLAB</u>	\$32,533.00	\$29,661.00
<ul style="list-style-type: none"> • Project Complete • Final Pay App received - 2/10/26 		
<u>COURTHOUSE GENERATOR REPLACEMENT</u>	\$61,037.00	\$0.00
<ul style="list-style-type: none"> • Substantial Completion - 12/12/25 • Punch List - In progress • Awaiting closeout documents • 100% Completion anticipated 7/1/26 		
<u>TOWNSEND CAMPUS MASTER PLAN/JAIL REUSE OPTION STUDY</u>	\$15,492.00	\$14,107.50
<ul style="list-style-type: none"> • Report presented to Ways and Means Committee - 2/19/26 • W&M Committee requested RFP for new Jail Remodel Study 		
<u>MAINTENANCE BUILDING EXPANSION</u>	\$1,952,255.00	\$436,951.90
<ul style="list-style-type: none"> • Temporary Certificate of Occupancy (Office Area) issued - 1/26/26 • Temporary Certificate of Occupancy (Full Building) issued - 2/3/26 • Sheriff's Office, Emergency Management, Drain Commissioner initial move in - 2/18/26-2/27/26 • Punch List - in progress • Awaiting owner training and closeout documents • Site work - weather dependent - anticipated completion by 6/1/26 • Fixtures/Furniture/Equipment(FF&E) purchasing and install - in progress; 100% completion anticipated by 10/1/26 		
<u>FAIRGROUNDS MASTER PLAN DEVELOPMENT</u>	\$30,839.00	\$1,000.00
<ul style="list-style-type: none"> • Outreach meetings scheduled - complete by 4/1/26 • Next committee meeting - April 2026? • Anticipated completion - July 2026 		
<u>JAIL CONTROL CENTER UPDATES</u>	\$80,000.00	\$0.00
<ul style="list-style-type: none"> • Flooring: Ordered 1/8/26; Install completed 3/3/26 • Furniture: Ordered 3/19/26; Install anticipated by 7/1/26 		
<u>ANIMAL SHELTER LOBBY SERVICE WINDOW</u>	\$35,000.00	\$0.00
<ul style="list-style-type: none"> • Awaiting cost estimate from GC under Mi-Deal Design Build contract 		

	2026 Budgeted	2026 Payments as of 3/12/26
<u>JAIL MEP SUSTAINMENT – 2025 Project</u>	\$600,000.00	\$60,605.99
<ul style="list-style-type: none"> • DOMESTIC WATER PLANT REPLACEMENT <ul style="list-style-type: none"> • Substantial completion - 12/17/26 • Punch List - in progress • Awaiting closeout documents • 100% Completion of current scope anticipated 6/1/26 • UNDERGROUND PLUMBING CAMERA INSPECTIONS <ul style="list-style-type: none"> • Round 1 - 3/18/26 • Round 2 - TBD • THERMOSTATIC MIXING VALVE INSTALL <ul style="list-style-type: none"> • Not started • Pending direction from Board on short and long term Jail facility strategy 		
<u>COURTHOUSE FLOORING REPLACEMENT</u>	\$40,000.00	\$0.00
<ul style="list-style-type: none"> • District Court office area: Ordered 1/8/26; Install anticipated by 4/1/26 		
<u>COURTHOUSE CLERK’S OFFICE FURNITURE & FLOORING</u>	\$150,000.00	\$123,780.16
<ul style="list-style-type: none"> • Flooring ordered - 1/7/26; Install complete 2/25/26 • Furniture ordered - 1/2/26; Install complete 3/2/26 		
<u>COURTHOUSE FIRE PUMP REPLACEMENT</u>	\$85,000.00	\$0.00
<ul style="list-style-type: none"> • Anticipated RFP issuance - March 2026 		
<u>FAIRGROUNDS STORM WATER DRAINAGE IMPROVEMENTS</u>	\$35,000.00	\$0.00
<ul style="list-style-type: none"> • Awaiting initial quote • Anticipated completion - July 2026 		
<u>FAIRGROUNDS MISC. ELECTRICAL IMPROVEMENTS</u>	\$75,000.00	\$0.00
<ul style="list-style-type: none"> • Not started - Scope TBD • Pending direction from Board on long-term Fairgrounds facility strategy 		
<u>FAIRGROUNDS GENERAL IMPROVEMENTS</u>	\$100,000.00	\$0.00
<ul style="list-style-type: none"> • Not started - Scope TBD • Pending direction from Board on long-term Fairgrounds facility strategy 		
<u>FAIRGROUNDS WATER INFRASTRUCTURE IMPROVEMENTS</u>	\$200,000.00	\$0.00
<ul style="list-style-type: none"> • Not started - Scope TBD • Pending direction from Board on long-term Fairgrounds facility strategy 		

	2026 Budgeted	2026 Payments as of 3/12/26
<u>GREENHAVEN EXTERIOR WINDOW AND DOOR REPLACEMENT</u>	\$70,000.00	\$0.00
<ul style="list-style-type: none"> • Anticipated RFP issuance - March 2026 		
<u>HD DENTAL CLINIC SPACE REMOVAL</u>	\$150,000.00	\$0.00
<ul style="list-style-type: none"> • Not started • Pending selection of an A/E service provider under a Mi-Deal contract in accordance with the purchasing policy. 		
<u>HD BOILER REPLACEMENT</u>	\$200,000.00	\$0.00
<ul style="list-style-type: none"> • Not started • Pending selection of an A/E service provider under a Mi-Deal contract in accordance with the purchasing policy. 		
<u>CLINTON LAKES/MOTZ PARK MAINT. BUILDING A/E SERVICES</u>	\$50,000.00	\$0.00
<ul style="list-style-type: none"> • Not started • Pending selection of an A/E service provider under a Mi-Deal contract in accordance with the purchasing policy. 		
<u>COURTHOUSE DOMESTIC WATER BOOSTER PUMP</u>	\$100,000.00	\$0.00
<ul style="list-style-type: none"> • Not started 		
<u>JAIL MEP SYSTEM SUSTAINMENT – 2026 Project</u>	\$3,000,000.00	\$0.00
<ul style="list-style-type: none"> • Not started; Scope TBD • Pending direction from Board on short and long term Jail facility strategy 		
<u>JAIL SAFETY IMPROVEMENTS PHASE I</u>	\$500,000.00	\$0.00
<ul style="list-style-type: none"> • Not started; Scope TBD • Pending direction from Board on short and long term Jail facility strategy 		
<u>JAIL BOOKING CAGE SAFETY IMPROVEMENTS</u>	\$100,000.00	\$0.00
<ul style="list-style-type: none"> • Not started; Scope TBD • Pending direction from Board on short and long term Jail facility strategy 		
<u>JAIL SECURITY SYSTEM CONTINUITY</u>	\$100,000.00	\$0.00
<ul style="list-style-type: none"> • Not started; Scope TBD • Pending direction from Board on short and long term Jail facility strategy 		
<u>JAIL KITCHEN RECEIVING DOOR REPLACEMENT</u>	\$60,000.00	\$0.00
<ul style="list-style-type: none"> • Not started • Will likely need to be implemented concurrently with Security System project 		



**CLINTON COUNTY
FACILITY AND FLEET SERVICES DEPARTMENT
ROB WOOTEN, DIRECTOR
1327 E. Townsend Rd., St. Johns, MI 48879
(989) 224-5105**

TO: Ways and Means Committee
FROM: Rob Wooten
Director – Facilities and Project Mgt.
SUBJECT: Jail Remodel A/E Services RFP
DATE: March 26, 2026

After receiving the Townsend Road Campus Master Plan/Jail Re-Use study report at the February 2026 Ways and Means Committee meeting, the Committee requested that staff prepare an RFP for Architectural and Engineering professional services to develop an updated program, schematic designs, and construction cost estimates focused on the Jail booking area.

A draft RFP is attached.

SUGGESTED ACTIONS:

Verify that the draft RFP aligns with the Committee's desired scope.



Request for Proposal

Clinton County Jail Remodel Architecture and Engineering Services

Issue Date: 4/1/2026

Proposals Due: 5/1/2026 3PM
ET

Section 1

1.1 **Statement of Purpose and General Instructions:**

It is the intention of Clinton County (hereinafter shall be referred to as “County”) to accept proposals for Clinton County Jail Remodel Architecture and Engineering(A/E) Services detailed in this proposal. Recipients of the Request for the Proposal (hereinafter shall be referred to as “Supplier”).

Supplier must analyze and respond to all sections of the RFP, from Section 2 through the appendices and attachments, and provide sufficient information to allow the County to evaluate the proposal. A written response is required. If the Supplier is unable to fulfill any section in the RFP please indicate on a separate piece of paper an explanation for the sections that are either non-compliant or not applicable.

Supplier must also furnish all information as requested and complete all forms according to the section instructions.

Any deviations or exceptions to the County’s requirements are to be clearly noted in the Supplier’s response. Incomplete proposals, or proposals which do not comply with the County’s stated requirements, may be eliminated from the purchase decision at the County’s discretion.

County shall incur no obligation or liability whatsoever to anyone by reason of issuance of the RFP or action by anyone relative thereto.

Supplier, by submitting its proposal, agrees that any costs incurred by the Supplier in responding to this RFP, or in support of activities associated with this RFP, are to be borne by Supplier and may not be billed to the County.

1.2 **Notification of Intent to Bid**

Each Supplier shall submit their intent to bid.

Notification of intent to bid shall be submitted in writing no later than 3:00PM ET on April 17, 2026 via email to:

Rob Wooten, Facilities and Fleet Director
Email: wootenr@clinton-county.org
Subject Line: Clinton County RFP Intent to Bid

1.3 Supplier Inquiries and Clarifications

Each Supplier has an obligation to ask any questions and/or clarify any issue, which they do not fully understand or which may be interpreted in more than one way. The County will make every attempt to answer all questions from each Supplier.

Questions must be submitted in writing no later than 5:00PM ET on April 17, 2026 via email to:

Rob Wooten, Facilities and Fleet Director
Email: wootenr@clinton-county.org
Subject Line: Clinton County RFP Question

Supplier has an obligation to explain and clarify any and all conditions imposed on or included in their responses to this RFP. Proposals may be modified after submission by withdrawal in writing and resubmission prior to the stated due date. Modifications offered in any other manner will not be considered.

1.4 Project Schedule

Proposals shall be received no later than **3:00PM ET on May 1, 2026.**

All proposals shall be mailed or delivered to:

Rob Wooten, Facilities and Fleet Director
Clinton County
100 E. State St. Suite 2100
St. Johns, MI 48879

Supplier shall submit three copies of all proposal documents in a sealed envelope. The outside of the envelope shall be labeled "Clinton County Jail Remodel A/E Services Proposal".

It will be the responsibility of the Supplier that the proposal submitted is received in a timely and proper manner in accordance with all RFP requirements.

A public bid opening will be held in the Clinton County Courthouse Boardroom at 3:01PM ET on May 1, 2026.

Upon evaluation of the proposals, the County will notify the Suppliers who submit proposals as to the status of the County's selection of a Supplier. The County reserves the right to accept, reject, or negotiate any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures and to accept any bid determined by the County to be in the best interest of the County, whether a bid is lowest or not. A final selection by the County is expected to be made no later than **May 29, 2026.**

1.5 Compliance of Proposal

Proposals must be signed as set forth in Attachment #4 "Supplier Authority Statement," by a duly authorized representative of Supplier. An unsigned proposal may be rejected. An agent of Supplier may sign a proposal only if that person is authorized to sign contracts on behalf of Supplier.

1.6 Review Criteria/Rejection of Proposals

Supplier understands that the County will review all proposals on a variety of factors including, but not limited to: *quality, recommendations of staff and/or representatives reviewing the proposal, history of capability to provide similar services, price, and RFP terms and conditions*. The County reserves the right to accept, reject, or negotiate any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures and to accept any bid determined by the County to be in the best interest of the County, whether a bid is lowest or not.

1.7 Product/Services Qualification

During the time the County is evaluating the proposals, Supplier(s) or its authorized representative should be prepared to demonstrate, at the County's request, that the proposed objectives and requirements can be met or exceeded on all aspects of the proposed Service. The County reserves the right to request additional information, which may be deemed necessary to fairly compare proposals.

1.8 Disposition of Proposals

All information submitted in response to this RFP will become the property of the County. Proposals shall be retained by the County for official files as required. Successful and unsuccessful Suppliers will be notified. The County is not obligated to detail any of the results of the evaluation.

1.9 Compliance with Law

All goods or equipment shall comply with all applicable Federal, State, and local laws relative thereto including all safety related items as required by the Federal Occupational Safety and Health Act (OSHA). The Supplier shall defend actions or claims brought and hold harmless the County from loss, cost or damage by reason of actual or alleged violations of Federal, State or local law in the design or manufacturing of equipment and/or material.

NOTE: The supplier is responsible for applying for and obtaining the necessary permits to complete the scope of work outlined.

1.10 Assignment of Contract

The selected Supplier shall not assign, convey, sublet or otherwise dispose of any contract resulting from this RFP, or right, title or interest in any form, without previous consent in writing from the County endorsed on or attached in the contract.

1.11 Default Provision

In case of default by the Supplier or contractor, the County of Clinton may procure the services from other sources and hold the Supplier or contractor responsible for any excess costs occasioned or incurred thereby.

1.12 Non-Collusion Affidavit, Non-Discrimination Clause and Hold Harmless Statement

All Suppliers are required to complete Attachments 1 through 5 and include the completed attachments in the proposal. The person signing the attachments must be an authorized party as required in Section 1.5.

SECTION 2

SCOPE OF WORK

2.1 General Information

The Clinton County Jail is located at 1347 E. Townsend Rd., St. Johns, MI 48879 and houses all Clinton County Sheriff's Office Correctional, Uniformed Services, Detective Bureau, Administrative, and associated support operations. The facility was constructed in 1991, with a major renovation and addition in 2004. The facility is approximately 48,350 square feet, not including mechanical penthouses, and has an inmate housing capacity of 236.

Many of the facility's mechanical, electrical, plumbing, and security systems are at or beyond their expected useful life.

Some areas of the facility continue to adequately support current operations while other areas no longer adequately and safely support the scope of current operations.

The County intends to create a project team including:

- Sheriff
- Undersheriff
- Sheriff's Office Captain/Jail Administrator
- County Administrator/Controller
- Deputy County Administrator
- County Facility and Fleet Services Director
- County Board Chair
- County Commissioner TBD

Programming and Schematic Design Development

- Conduct in person programming meetings with the project team to develop a program for the Jail booking area. This area includes, but may not be limited to: inmate booking, inmate intake, inmate release, medical and mental health provider office space, medical and mental health clinical space, quarantine and isolation housing space, inmate property storage, sallyport, Jail staff workspaces, and associated storage and infrastructure support space.

- Develop two independent schematic design concepts. Conduct in person meetings with the project team as needed to support development of schematic designs. Ensure that designs comply with all applicable federal, state, and local regulatory requirements and current correctional facility best practices, including all applicable MDOC requirements.
 - Schematic design concept 1: Satisfy the new program within the existing facility footprint, without reducing inmate bed capacity.
 - Schematic design concept 2: Satisfy the new program, and maintain current inmate bed capacity, with a combination of renovation and addition. Prioritize re-use of existing facility space and minimize expansion square footage.
- Validate recent architectural, Mechanical, Electrical, Plumbing (MEP), and security system conditions assessments and update as needed.
- For each schematic design concept, develop concept construction phasing strategy prioritizing minimizing disruption to ongoing facility operations. Provide concept plan and cost estimate for temporary off-site inmate housing if necessary per the construction phasing strategy. Also provide concept plan to manage inmates on-site during remodel project if off-site housing is not required.
- For each schematic design concept, engage multiple Construction Managers with recent correctional facility construction experience to develop construction cost estimates taking into account the schematic design, overall updates to the existing facility (MEP, security system, etc.) that will be required to support the project, construction phasing strategy, and any costs expected to support ongoing operations during all phases of construction.
- Provide one in person progress update presentation to the Clinton County Ways and Means or Infrastructure Committee.
- Provide final written report.
- Provide one final in person presentation to the Clinton County Ways and Means Committee.

2.2 **Base Bid**

The base bid shall include all supplier costs to successfully complete all aspects of the project scope as defined in 2.1.

SECTION 3

Supplier Response and Unit Cost Information

3.1 Completeness of Proposal

Each proposal shall provide a clear, concise delineation of Supplier's capabilities to satisfy the requirements of the RFP. Emphasis in each proposal shall be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is mandatory that Supplier follow the instructions contained herein.

Failure to comply with any of the RFP mandatory requirements may subject the proposal to rejection. The mandatory submissions are not the sole requirements of the RFP. The County will be the final authority in determining the responsiveness of a proposal.

3.2 Proposal Expiration

Supplier shall indicate expiration date for pricing in any proposal submitted. Expiration date shall not be less than 90 days from the proposal due date.

3.3 Inclusive Unit Cost Information

Supplier's proposal shall be inclusive of all costs including Supplier provided supplies as detailed in the scope of work. Failure to provide this information may cause Supplier's proposal to be eliminated from the decision.

3.4 Supplier Response

In addition to completion of the forms contained in this RFP, the Supplier's response is to be returned in a format that follows the RFP section by section stating the Supplier is compliant, non-compliant or not applicable (N/A for sections in which compliance/non-compliance is not an appropriate response).

3.5 Sales Taxes

The County will provide tax exemption certificate/number to selected Supplier.

3.6 Required Performance and Payment Bonds

The supplier must provide Clinton County with performance and payment bonds for projects exceeding \$50,000 for the construction, alteration, or repair of any public building(PA 213 of 1963). The supplier is responsible for the cost of the bonds.

ATTACHMENT #1

Project Name: Clinton County Jail Remodel A/E Services

Proposals should include the following information:

1. Name, address, and a brief history of the firm.
2. Name, email, and telephone number of authorized individuals from your firm.
3. Brief description of similar projects completed in the last 3 years.
4. Contact information for 3 references related to recently completed projects.
5. Proposed project timeline.
6. Detailed cost quotations for Base Bid. (Attachment #3 – attach additional pages for detail if needed)
7. Completed Supplier Authority Statement. (Attachment #4)
8. Completed Certifications and Assurances form. (Attachment #5)
9. You are invited to include a maximum of one (1) page of information not included above, if you feel it may be useful and applicable to this RFP.

ATTACHMENT # 2

Tentative RFP Timeline

The following schedule has been established for the Clinton County Jail Remodel Architectural and Engineering Services RFP process. Dates are subject to change at the sole discretion of the County.

April 1, 2026 – Release RFP

April 17, 2026 – Intent to Bid Notification due by 3:00PM

April 17, 2026 – All questions due by 5:00PM

May 1, 2026 – Proposals due by 3:00PM

May 1, 2026 – Public Bid Opening at 3:01PM

May 4 - 6, 2026 – Clinton County to conduct Post-Bid interviews as necessary

May 29, 2026 – Final Decision and Award

ATTACHMENT # 3

COST LIST

DESCRIPTION	COST
BASE BID: Clinton County Jail Remodel A/E Services	

Attachment #4

SUPPLIER AUTHORITY STATEMENT

The Supplier represents and certifies as part of the proposal that he/she is authorized to act as an agent for the company responsible for this proposal. The cost stated in this proposal were arrived at independently, without consultation, communication or agreement with any other Supplier, or with any competitor for the purpose of restricting completion.

Signature of Approving Authority

Signature Title

Printed name

Date

Attachment #5

CERTIFICATIONS AND ASSURANCES

Company Name: _____

The Supplier makes the following statement of assurances as a required element of the bid to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with other bidders for the purpose of restricting competition. However, Supplier may freely join with other persons or organizations for the purpose of presenting a single bid.
2. The attached bid is a firm offer for a period of one hundred eighty (60) days from the proposal due date, and it may be accepted by Clinton County without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the one hundred eighty (60) day period.
3. Supplier understands that Clinton County will not reimburse Supplier for any costs incurred in the preparation of this bid. All bids become the property of Clinton County, and Supplier claims no proprietary right to the ideas, writings, items, or samples, unless so stated in this bid.
4. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the bidder and will not knowingly be disclosed by him/her prior to bid opening, either directly or indirectly to any other bidder or to any competitor.
5. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
6. Supplier agrees that submission of the attached bid constitutes acceptance of the solicitation contents.
7. Supplier acknowledges communication of any kind regarding the RFP directed to parties other than the identified contact person may result in disqualification of Supplier's proposal.

8. Supplier warrants that no conflict of interest knowingly exists for any member of the project team that contributed to this bid or prospective contract.
9. Supplier shall procure and maintain Workers' Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan during the duration of this prospective contract.
10. Supplier shall procure and maintain Professional Liability Insurance (errors and omissions) shall be maintained during the life of this contract with limits of liability of not less than \$1,000,000 per claim.
11. Supplier shall procure and maintain Comprehensive General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: a) Contractual Liability; b) products and completed operations; c) Independent Contractors Coverage; d) Broad Form General Liability Endorsement or Equivalent.
12. Supplier shall procure Additional Insured Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds". The County of Clinton, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
13. Cancellation Notice- All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellations, non-renewal, reduction and/or material change shall be sent to Clinton County Administrative Services, Attention John Fuentes, 100 E State Street Suite 2100, St. Johns, MI 48879"
14. Supplier shall provide to the County of Clinton at the time the contracts are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.
15. Supplier shall, as required by law, and/or the Equal Opportunity Employment and Non- Discrimination Policy of Clinton County, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, sexual orientation, gender identity,

national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification.) The Supplier shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 8
- Stat. 394, as amended, and regulations promulgated there under.
- The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA §12101 et seq), as amended, and regulations promulgated there under.

Breach of this section shall be regarded as a material breach of the agreement.

16. The Supplier who is selected shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Clinton and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Clinton and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Supplier or its employees, servants, agents or subcontractors that may arise out of the agreement. The Supplier's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Supplier.

17. The Supplier who is selected shall be an independent contractor. The employees, servants and agents of the Supplier shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave. The Supplier shall be responsible for paying all compensation to its personnel for services they have performed under this Contract and for withholding and payment of all applicable taxes to the proper Federal, State and local governments.

18. The Respondent must certify to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran linked business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of the Iran Economic Sanctions Act, Michigan Public Act 517 of 2012 (MCL 129.311 et seq.). The Respondent shall not become an "Iran linked business" during the term of the contract. NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE

AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

19. The Customer reserves the right to accept or reject any or all proposals, and also the right to waive any formal defects in proposals when deemed in the best interest of the Customer. The Customer reserves the right to accept a proposal higher in price than the lowest proposal and to negotiate with any respondent concerning matters which the Customer determines require clarification or changes not in conformity with the specific requirements set forth herein.

Signature of Approving Authority

Signature Title

Printed name

Date

John F. Fuentes
County Administrator/Controller

Todd J. Campbell
Deputy Administrator



Kate Rademacher
Finance Director

100 E. State Street, Suite 2100
St. Johns, Michigan 48879
(989) 224-5120 • Fax: (989) 224-5102
www.clinton-county.org

TO: Ways and Means Committee

FROM:


John F. Fuentes, County Administrator/Controller

SUBJECT: Opioid Litigation Settlement Resolution

DATE: March 2026

As a result of Clinton County's lawsuit regarding the opioid epidemic, there has been a new settlement that has been reached with the following six regional distributors/dispenser defendants and their subsidiaries:

1. Associated Pharmacies, Inc
2. J M Smith Corporation
3. Louisiana Wholesale Drug Company, Inc.
4. Morris and Dickson Co.
5. North Carolina Mutual Wholesale Drug Company, Inc.
6. United Natural Foods, Inc.

The County did not sue any of these Defendants, and they are all relatively small companies; however, they will pay a combined \$97,625,000 in cash for purposes of abating the opioid epidemic, resulting in a very small one-time payment to each eligible entity. These funds must be used for the Core Strategies and Approved Uses sent forth in Exhibit D of the Remnant Defendant Settlement Agreement.

The Board of Commissioners has previously given the County Administrator/Controller authority to approve settlements referenced as "defendants" but given that these parties were not actually defendants in the County's litigation, Administration recommends the Board of Commissioners formally approve the attached resolution authorizing Clinton County's entry into the participation agreement for this settlement.

Suggested Action:

Recommend approval of resolution authorizing the execution of a participation agreement for the Remnant Defendants Settlement as recommended by County's legal counsel.

CLINTON COUNTY BOARD OF COMMISSIONERS

Chairperson
Bruce DeLong
Vice-Chairperson
Zach Rudat

Members
Nicole Fickes
Brian Hurtekant
Robert Showers
John Andrews
Dwight Washington

COURTHOUSE
100 E. STATE STREET
ST. JOHNS, MICHIGAN 48879-1571
989-224-5120



Administrator/Controller
John F. Fuentes
Clerk of the Board
Debra A. Sutherland

2026-

RESOLUTION AUTHORIZING ENTRY OF PARTICIPATION AGREEMENTS IN PARTIAL SETTLEMENT OF THE NATIONAL PRESCRIPTION OPIATE LITIGATION

WHEREAS, the County of Clinton filed a lawsuit to address the public nuisance that is the Opioid Epidemic; and

WHEREAS, Associated Pharmacies, Inc.; J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; United Natural Foods, Inc.; and their subsidiaries (“Six Remnant Defendants”) have negotiated a proposed settlement agreement (“Proposed Settlement”) for Eligible Entities; and

WHEREAS, the Proposed Settlement contains an agreement for the Six Remnant Defendants to pay a combined \$97,625,000.00 in cash to resolve pending opioid-related litigation; and

WHEREAS, the County of Clinton previously executed Participation Agreements for the Distributor and Janssen Settlements, the Teva, Allergan, CVS, Walmart, Walgreens Settlements, the Kroger Settlement, the Sandoz Settlement, and the Secondary Manufacturer and Purdue/Sackler Settlements, which have conferred and continue to confer valuable benefits;

THEREFORE BE IT RESOLVED, the Clinton County Board of Commissioners authorizes the execution of a Participation Agreement for the Remnant Defendants Settlement.

STATE OF MICHIGAN **COUNTY OF CLINTON**

I, DEBRA A. SUTHERLAND, Clerk of the County of Clinton do hereby certify that the foregoing resolution was duly adopted by the Clinton County Board of Commissioners at the regular meeting held March 31, 2026 is on file in the records of this office.

Debra A. Sutherland, Clinton County Clerk



MEMORANDUM

Date: March 17, 2026
To: Clinton County Ways & Means Committee
From: Danelle Rose, Planning & Zoning Secretary
Planning and Zoning Department
Subject: Planning Report for March PC Meeting

At the March 12, 2026, meeting, these agenda items were acted upon:

Motion Passed for the Following Action by the Planning Commission:

Motion made by Jan Motz, supported by Margaret Sayles, to initiate the process to hold a public hearing for a Zoning Ordinance amendment to place a moratorium on Data Centers. Motion carried unanimously by Roll Call vote (Vote 7-0, 7 yeas 0 nays).

Draft language for a Zoning Ordinance amendment placing a moratorium on Data Centers for review and consideration at the April 9th Planning Commission Meeting.

Motion Passed for the Following Action by the Planning Commission:

Motion made by Jan Motz, supported by Dawn Levey to direct the County Administrator to authorize a contract work order for OHM Advisors to develop text amendment language in reference to adding storage facilities to A-2 permitted uses, kennel provisions, and changing zoning enforcement to a ticket procedure, within the current contract approved by the Board of Commissioners. Motion carried unanimously by Roll Call Vote (7-0, 7 yeas 0 nays).

Planning Commission 5-Year Master Plan Review:

Members had discussion regarding the five-year Master Plan review. The consensus of the members of the Planning Commission was to continue the discussion at the April 9, 2026 Planning Commission Meeting to allow members each to complete a thorough review of the current plan.

2027 BUDGET CALENDAR

March 26, 2026	Ways and Means Committee recommends budget calendar.
March 31, 2026	Board approves budget calendar.
May	Infrastructure Committee reviews current capital improvement plan.
June 1, 2026	Departments submit operating and capital budget requests to Administration.
June	Administration reviews operating and capital requests and develops current service budget.
July	Administration holds budget meetings with department heads.
July	Infrastructure Committee reviews proposed capital improvement plan.
August	Administrator's recommendation is finalized and budget information is prepared for presentation to the Ways and Means Committee.
September	Ways and Means Committee reviews the recommended operating and capital budget and holds preliminary hearings to learn the nature of departmental concerns.
September	Ways and Means Committee conducts additional budget hearings (if necessary), proposes 2027 operating budget and General Appropriations Resolution. Also proposes the 2027 capital budget.
October 13, 2026	Board of Commissioners holds public hearing for 2026 tax year/2027 budget year.
October	Ways and Means Committee reviews and recommends 2027 operating budget for approval.
October 27, 2026	Millage and General Appropriations Resolution are adopted. The capital budget is also adopted.

Clinton County Open Meetings and Events Calendar April 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3 Holiday—County & City Offices Close at Noon 12:00 pm 1st Cutoff	4
5	6	7	8	9 6:00 pm Planning Commission	10	11
12	13	14 5:45 pm Materials Management Planning Committee Meeting (BOC Room)	15	16 8:30 am Public Safety 9:00 am W&M and HR Committee Meetings	17 5:00 pm 2nd Cutoff	18
19	20	21 9:00 am Board of Commissioners 6:00 pm Zoning Board of Appeals	22	23	24	25
26	27 <i>MAC Legislative Conference</i>	28	29	30		

TOTALS MEMO

DATE: March 26, 2026
 TO: Penny, John, Todd, Kate, and Ways & Means Committee
 FROM: Jenny, Accounting

The following are total dollars for invoices received from February 7 through March 6, 2026 and paid.

GENERAL FUND	\$605,595.64
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OTHER FUNDS	\$845,576.04
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TOTAL **\$1,451,171.68**

Totals comprised of the following check run dates:

2/26/2026	\$	512,800.63
3/12/2026	\$	995,482.12

less Custodial funds (57,111.07)

TOTAL **\$ 1,451,171.68**

Motion: Approve paid Payables for the period listed above.

Note: A listing of the payables for the referenced period has been sent electronically. Ways & Means will be asked to sign the "Accounts Payable Invoices Paid Report".