

**MASON COUNTY BUILDINGS, PLANNING, DRAINS, & AIRPORT COMMITTEE**

**Meeting will be at the conference room at the Mason County Airport Terminal**

**February 26, 2024**

**2:00 PM**

**A. Roll Call**

**B. Approval of the Agenda**

**C. Approval of the Minutes**

**D. Reading of Correspondence**

**E. Limited Public Comments**

**F. Committee Work**

1. Consideration of a request to name streets on the fairgrounds
2. Consideration of a request to apply for a Department of Natural Resources grant
3. Consideration of quotes for the Airport Conference Room Audio
4. Briefing on MDOT Automated Observation Station (AWOS) Upgrade
5. Airport Video Update
6. Consideration of a request to hold the WSCC Academy Mock Trial at the Mason County Courthouse
7. Consideration of a request to use the courthouse lawn
8. Consideration of an EGLE Recycling Infrastructure Grant

**G. Limited Public Comments**

**H. Any other business**

**I. Adjournment**

**Mason County Buildings, Planning, Drains, & Airport Committee Meeting  
January 23, 2024**

Commissioner Hull called the Buildings, Planning, Drains & Airport Committee Meeting to order at 3.00 p.m. in the conference room of the Mason County Airport, 5300 W. US Hwy. 10, Ludington, Michigan 49431. Members Present: Hull, Andersen and Krieger. Absent: None. Others present: Administrator Knizacky, Deputy Administrator Szczypka, Airport Manager O'Connor, Surveyor Nordlund, and Clerk Kelly. Members of public: None.

Motion by Andersen and seconded by Krieger to approve the agenda. Motion carried.

Motion by Krieger and seconded by Andersen to approve the minutes of December 26, 2023. Motion carried.

**Correspondence:** Administrator Knizacky read an email received from Surveyor Nordlund requesting the candidates to appoint for the Remonumentation peer group.

**Limited Public Comments:** None.

**Consideration of the 2024 Revised County Plan:** County Surveyor Nordlund reviewed the 2024 Revised County Plan noting that the centers in the sections in the remonumentation plan are not set and it has been long enough that the courts have accepted them. Further noted was corners not completed will increase the grant funding, these areas affected are in Branch-Walhalla. Motion by Krieger and seconded by Andersen to send the Consideration of the 2024 Revised County Plan to the full Board with the recommended changes. Motion carried.

**Consideration of the Remonumentation Surveyor Contracts:** County Surveyor Nordlund requested to have the same members: Noah Penn, Craig Stapley, Jim Nordlund, and Alternate-Dennis Dunlap. Motion by Andersen and seconded by Krieger to send to the full Board the Consideration of the Remonumentation Surveyor Contracts with the members listed above. Motion carried.

**Consideration of appointments to the Remonumentation Peer Group:** County Surveyor Nordlund requested the following individuals be appointed to the Peer Group: Noah Penn, Craig Stapley, Jim Nordlund, and Alternate-Dennis Dunlap. Motion by Krieger and seconded by Andersen to send the Consideration of appointments to the Remonumentation Peer Group to the full Board. Motion carried.  
County Surveyor Nordlund left the meeting at 3:15 p.m.

**Consideration of a request to hold the EAA Young Eagles Pancake Fly-In Breakfast at the Mason County Airport Terminal:** Airport Manager O'Connor reviewed the request to have a Young Eagles Pancake Fly-In at the Mason County Airport Terminal on June 29, 2024. Motion by Andersen and seconded by Krieger to approve the request for the EAA Young Eagles Pancake Fly-In for June 29, 2024. Motion carried.

**Consideration of Runway 8/26 Rehabilitation and Runway 8 PAPI Replacement Contract:** Airport Manager O'Connor reviewed the Reith-Riley contract for Runway 8/26 Rehab and Runway 8 PAPI Replacement project scheduled for this spring. Prein & Newhof are overseeing this project as well and found all items to be in order. Motion by Andersen and seconded by Krieger to send the Consideration of Runway 8/26 Rehabilitation and Runway 8 PAPI Replacement Contract to the full Board. Motion carried.

**Consideration of a request to purchase two Wind Cones:** Airport Manager O'Connor reviewed the unplanned request to replace the two Wind Cones. Proposals were reviewed and recommended was the Korthase and sons proposal for \$21,000.00. Motion by Krieger and seconded by Andersen to send the Consideration of a request to purchase two Wind Cones out of the Airport Improvement Fund to the Finance, Personnel & Rules Committee with the recommendation of the proposal from Korthase and sons for \$21,000.00. Motion carried.

**Martinaire MMRA Deicing Update:** Airport Manager O'Connor provided an update regarding Martinaire noting that at this time, they have been flying into Muskegon County for the past 2-3 weeks due to no formal deicing capabilities at the Mason County Airport.

**Consideration of the purchase of property:** Administrator Knizacky reviewed the purchase agreement for the parcel next to the jail owned by the Seventh Day Adventist Church. The Church is wishing to sell the parcel at this time. Recommended for Phase 1 is an environmental study to be performed first. Per Administrator Knizacky funding had been set aside in the Public Improvement Fund. Motion by Krieger and seconded by Andersen to send the Consideration of the purchase of property to the Finance, Personnel & Rules Committee with the recommendation to do the Phase 1 study as well. Motion carried.

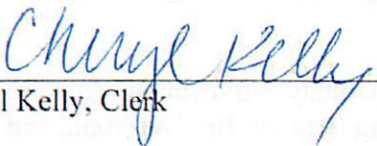
**Limited Public Comment:** None.

**Any other business:** Clerk Kelly requested to move the February BPDA meeting from Tuesday to Monday, February 26, 2024 due to the Presidential Primary Election. Motion by Krieger and seconded by Andersen to move the meeting to Monday, February 26, 2024 at 2:00 p.m. Motion carried.

Airport Manager O'Connor presented the information he has found regarding security cameras at the Airport. The Committee has reservations with a camera system at the Airport related to FOIA concerns. Motion by Krieger and seconded by Andersen to direct Airport Manager O'Connor look into the Federal Aviation Administration Rules and Regulations with the purview of exemption of FOIA. Motion carried.

Airport Manager presented the audio information that was requested. Systems range from \$12,000 for a direct wired system to \$46,000.00 for a wireless. Motion by Hull and seconded by Krieger to direct Airport Manager O'Connor to investigate a wireless system as Phase 1 that can drown out the HVAC sounds and be mobile in the event it needs to be moved. Motion carried.

The meeting was adjourned at 4:35 p.m.

  
Cheryl Kelly, Clerk

## **Knizacky, Fabian**

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**From:** Marcia Hansen <marciamhansen@aol.com>  
**Sent:** Monday, February 19, 2024 8:34 AM  
**To:** Knizacky, Fabian  
**Cc:** 'Janet Andersen'; Szczypka, Kaitlyn  
**Subject:** Fairgrounds

**CAUTION: This email originated outside of Mason County's networks. Do not click links, reply or open attachments unless you have verified its authenticity.**

Good Morning,

I am just checking with you to see if there would be any questions or concerns about WMFA moving ahead with naming the roads within the fairgrounds property? With the large events and activities filling the grounds, it is difficult at times for delivery vehicles and emergency personnel to find campsites or locate where an emergency might be. The Buildings are all numbered as well as the campsites, but not the roads. The committee is working on names and examples are Wing Avenue, original property owner who offered the land to the county, Fair Lane and Arena Circle. The street signs would be purchased and fabricated thru Michigan State Industries.

Please let me if this should go to committee so that it can be put on the agenda. Thank you.

Marcia M. Hansen

## **Knizacky, Fabian**

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**From:** Steve Begnoche <sbegnoche@yahoo.com>  
**Sent:** Monday, February 19, 2024 11:38 AM  
**To:** Knizacky, Fabian  
**Subject:** Re: Spicer update

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I would guess it would be more acceptable to them than the overall trail. I will check.  
Steve

On Monday, February 19, 2024 at 11:28:00 AM EST, Knizacky, Fabian <fknizacky@masoncounty.net> wrote:

Makes sense to me. Will Consumers approve it?

Fabian L. Knizacky  
Mason County Administrator  
5300 W. US 10 Highway  
Ludington, MI 49431  
(P) 231-843-7999  
(F) 231-843-1972

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**From:** Steve Begnoche <sbegnoche@yahoo.com>  
**Sent:** Monday, February 19, 2024 11:25 AM  
**To:** Knizacky, Fabian <fknizacky@masoncounty.net>  
**Subject:** Re: Spicer update

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Thanks.

I was just talking to Steve Wessels about the trail again. He's been very helpful. He suggested as a way to lower overall cost and still pave, we paint bike lanes along the day use road and put off developing that part of a separate trail for a

second phase. That might allow us to pave the route between the campground to the day use area entrance. It makes sense to me, what do you think?

On Monday, February 19, 2024 at 10:42:11 AM EST, Knizacky, Fabian <[fkizacky@masoncounty.net](mailto:fkizacky@masoncounty.net)> wrote:

Steve,

The Parks & Recreation Commission has the following funds available as of December 31, 2023:

Park Improvement Fund	\$ 57,834.94
Park Operation Fund	554,062.73

I am not aware of any outstanding invoices that you had at December 31<sup>st</sup> or previous commitments for 2024. You would have to subtract them if you do. Please feel free to contact me with any questions.

Thanks and have a great day!

Fabian L. Knizacky  
Mason County Administrator  
5300 W. US 10 Highway  
Ludington, MI 49431  
(P) 231-843-7999  
(F) 231-843-1972

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**From:** Steve Begnoche <[sbegnoche@yahoo.com](mailto:sbegnoche@yahoo.com)>  
**Sent:** Friday, February 16, 2024 11:55 AM  
**To:** Knizacky, Fabian <[fkizacky@masoncounty.net](mailto:fkizacky@masoncounty.net)>  
**Subject:** Spicer update

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Fabian,  
Brian Koblinski and I had a discussion today with Spicer about the trail grant.

Based on talks with the DNR grant coordinator, Alex, Spicer's recommendation is to seek a Trust Fund grant that requires a 25% match, but ideally at least a 35 percent or more.

Their potential scoring for our grant was between 340 to 270 points. In recent years, 350 seems to be the most common bottom score for funding. We can gain points based on amount of match and they scored us 0 for unique features and 0 for connecting to water -- scores I feel are incorrect and will work to provide info for the narrative documenting the uniqueness of the power plant overlooks as both a cultural and birdwatching feature and that fact the trail ends at lake overlook access. Maybe that can get us 10-20 points.

Spicer estimates the cost of a paved trail with trailheads, signage and so forth, at \$1 to 1.1 million. If we went with a "stone dust" trail -- unpaved except in certain areas -- the estimate lowers to about half that cost.

Which way to proceed will be a question for the parks commission on the 26th. I will ask buildings and grounds their feeling, too.

My question is, what is the amount of funds we have available for match?

Spicer is going to send over a proposed resolution to approve seeking the grant which I will put on our agenda for the meeting the 26th so it can work its way through the county board process in time for potential submittal by the April 1 deadline.

I will be heading out to the Southwest on March 7 until early April. All the park commission's board work on this should be done by then. I will be available by email and phone. Jeff Schwas, vice chair, said he can attend county board meetings on the commission's behalf during my absence, if that is desired.

Let me know your thoughts of if you want to meet on this.

Steve

Mason County  
MDNR Grant Application  
Resolution #

WHEREAS, Mason County Board of Commissioners supports the submission of an application titled, "Mason County Campground and Picnic Area Trail" to the Michigan Natural Resources Trust Fund for the development of a trail which includes trailhead with parking, trailhead signage, 10' wide trail, marked trail crossing with signage, and trail amenities such as, signage, benches, etc.; and,

Whereas, these improvements are consistent with the goals and objectives of the Mason County Five Year Park and Recreation Plan, and

Whereas, a public comment session was held on March 12, 2024 at 9 a.m. at Mason County Airport terminal, 5300 W. US 10, Ludington MI 49431, to provide an opportunity for citizens to comment on the proposed trail development, and

Whereas, Mason County is hereby making a financial commitment to the project in the amount of \$xxx,xxx matching funds, in cash and/or force account, and

NOW THEREFORE, BE IT RESOLVED that Mason County hereby authorizes the submission of a Michigan Natural Resources Trust Fund Application for \$xxx,xxx, and further resolves to make available its financial obligation amount of \$xxx,xxx (xx0%) of a total \$xxx,000 project cost, during the 2024-2025 fiscal year.

Yeas:

Nays:

Absent:

I, HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by the Mason County Board of Commissioners at their regular meeting held on March 12, 2023 at 9:00 a.m. with a quorum present.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cheryl Kelly, Clerk

Seal here, if seal is available.



**Knizacky, Fabian**

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**From:** O'Connor, John  
**Sent:** Tuesday, February 20, 2024 9:47 AM  
**To:** Knizacky, Fabian; Szczypka, Kaitlyn  
**Subject:** BPDA Meeting Request  
**Attachments:** Upgrade letter.1.24.docx; AWOS 1000' Radius Graphic.jpg; AMK Quote.pdf; CS Erickson Quote.pdf; Intaglio Wireless quote 2-12-24.pdf; Intaglio Panel Mic quote 2-12-24.pdf

Good morning Fabian,

I would like to request the following items be placed on the agenda for the next Building, Planning, Drains, and Airport Committee Meeting:

- Airport Conference Room audio quotes (attached)
  - I will walk through the basics of the equipment options at the meeting
- Briefing on MDOT Automated Weather Observation Station (AWOS) Upgrade (Letter attached)
- Airport Video Update

Let me know if there are any questions.

**John L. O'Connor, C.M.**  
**Airport Manager**  
**Mason County Airport (KLDM)**  
**Ludington, MI**  
**231-843-2049 (Office)**  
**231-690-2029 (Mobile)**  
**joconnor@masoncounty.net**

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**\$25,500.00**

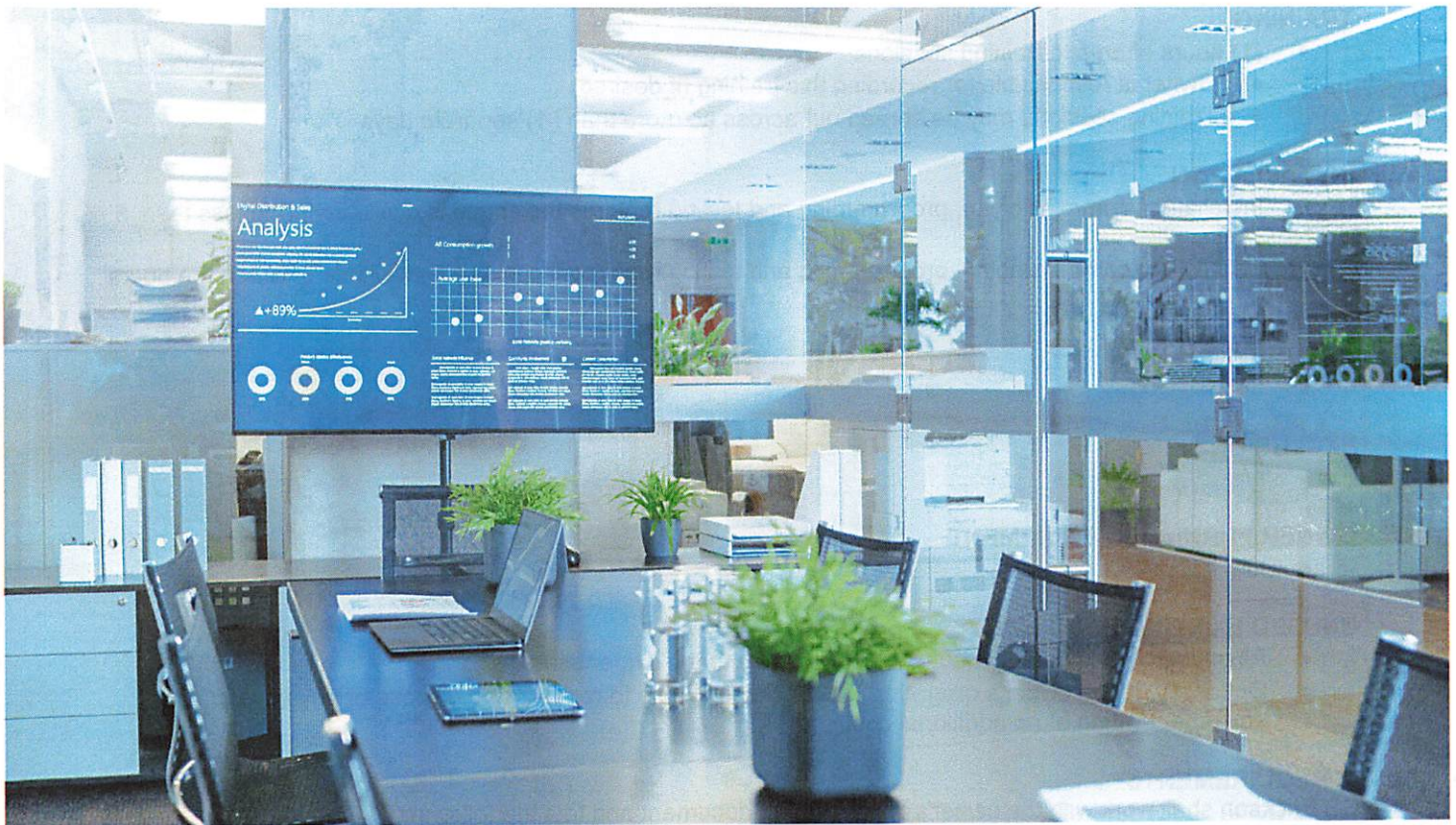
**\$25,500.00**

# TECHNOLOGY PROPOSAL

## Conference Room AV

Mason County Airport  
Ludington, MI

Proposal #: T-03770  
Revision: 3  
Modified: 2024-01-30  
Expires: 2024-02-29



Presented by:  
Aaron Offringa

**cs erickson**

220 N Ferry Street  
Grand Haven, MI 49417

320 Hall Street SW  
Grand Rapids, MI 49507

Service calls relating to the system described within this proposal and provided by CS Erickson are included free of charge for 90 days from project acceptance date. Any service provided after 90 days will be charged at standard rates.

The design contained within this proposal and is the property of CS Erickson, LLC and is confidential. Any unauthorized use or reproduction hereof without written consent is prohibited by law.

# SCOPE OF WORK

## OVERVIEW

This proposal includes all equipment and labor to deliver the systems as described below.

## CONFERENCE ROOM

### Features

- Nine 15" gooseneck wireless microphones with charging stations and access points.
- Six 6.5" in-ceiling speakers with power amplifier.
- Digital signal processor (DSP) to handle in-room audio and to support audio-only streaming/online meeting capabilities via USB.
- 14U equipment rack on casters

## TRAINING

- (1) hours of on-site training sessions
  - Owner is responsible for recording this training (if desired)
  - Training sessions may be spread out across no more than (1) separate days

## INSTALLATION

- Installation, commissioning, programming and testing requires the space is available for no less than 5 consecutive days.
- Installation, commissioning, programming and testing requires the space is available between the hours of 7a-7p.

## ASSUMPTIONS

- n/a

## EXCLUSIONS

- n/a

## OWNER FURNISHED EQUIPMENT

- n/a

## UNUSED EXISTING EQUIPMENT

- All unused existing equipment shall be returned to the owner as-is.
- Optionally, at the owner's discretion, CS Erickson is able to remove and dispose of any unused AV equipment/wiring at no additional cost.

## IT REQUIREMENTS

CS Erickson shall work with the owner's IT to acquire, document and test the following:

- n/a

## FACILITY REQUIREMENTS

- n/a

## DEFINITIONS

16/7 16 hours a day / 7 days a week

24/7 24 hours a day / 7 days a week

AV Audio/Video

AVB Audio/Video Bridging (network protocol for audio & video signals)

BYOD Bring Your Own Device

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**BYOM** Bring Your Own Meeting  
**DM** DigitalMedia (proprietary transport of audio, video & control)  
**DSP** Digital Signal Processor  
**HDMI** High-Definition Multimedia Interface  
**OFE** Owner Furnished Equipment  
**PC** Personal Computer  
**PoE** Power over Ethernet  
**PTZ** Pan/Tilt/Zoom  
**TRS** Teams Room System (Microsoft)  
**USB** Universal Serial Bus  
**USB-C** USB type C  
**VoIP** Voice over IP (telephone)

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# SUMMARY

## Conference Room AV

	Price
Conference Room	\$32,958.30
<b>Subtotal</b>	<b>\$32,958.30</b>

Subtotal does not include sales tax.

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## Conference Room

- 1 Biamp Systems TesiraFORT DAN CI**  
12 x 8 Digital audio server with acoustic echo cancellation
- 1 Extron 60-850-01**  
XPA 2001-70V - Mono 70 V Amplifier - 200 Watts
- 1 Furman PL-8C**  
15A Classic Series Power Conditioner w/Lights
- 1 Middle Atlantic PTRK-14**  
PTRK SERIES RACK, PTRK-14
  - 1 Middle Atlantic PTRK-RR14
  - RACKRAIL, 10-32, 14 RU, PTRK SERIES
- 1 Netgear GSM4230P-100NAS**  
24x1G PoE+ 300W 2x1G and 4xSFP Managed Switch (Americas)
- 9 Shure MX415LP/C**  
15" Cardioid gooseneck microphone, less preamplifier, bicolor status indicator
- 9 Shure MXW8--Z10**  
Gooseneck microphone base transmitter
- 1 Shure MXWAPT2--Z10**  
2-Channel Access point transceiver
- 1 Shure MXWAPT8--Z10**  
Eight channel access point transceiver
- 1 Shure MXWNCS2**  
Networked charging station - 2 port
- 2 Shure MXWNCS8**  
Networked charging station - 8 port
- 6 Sonance PS-P63T WHITE**  
Professional Series 6.5" Pendant Speaker - WHITE
- 250 Windy City Wire 16-02P-BLK**  
16 AWG 2 Conductor, 19x29 Strand, Bare Copper Non-Shielded Plenum Speaker Cable [Black]
- 200 Windy City Wire CAT6P-BLK**  
23 AWG 4 Pair Bare Copper, Non-Shielded Plenum Rated Category 6 [Black]

\* Price Includes Accessories

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<b>Equipment:</b>			<b>\$23,826.40</b>
<b>Labor:</b>			<b>\$8,865.00</b>
<b>Conference Room Total</b>			<b>\$32,691.40</b>
<b>Freight &amp; Logistics:</b>			
<b>1</b>	<b>Freight</b>	<b>\$895.87</b>	<b>\$895.87</b>
<b>Freight &amp; Logistics Total:</b>			<b>\$895.87</b>

\* Price Includes Accessories

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# PROJECT SUMMARY

Equipment:	\$23,826.40
Parts:	\$266.90
Labor:	\$8,865.00
Freight & Logistics:	\$895.87
<hr/>	
<b>Grand Total:</b>	<b>\$33,854.17</b>

<hr/>	<hr/>	<hr/>
John O'Connor, C.M.	Mason County Airport	Date

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Aaron Offringa	CS Erickson	Date

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# TERMS & CONDITIONS

1. **Term:** All prices shown are valid for 30 days from date of quotation.
2. **Acceptance and Binding Contract:** This proposal and these terms and conditions (agreement) constitute a binding contract. CS Erickson disclaims and rejects any client document, including a purchase order or a confirming order that adds to, varies, conflicts with or attempts in any way to alter this agreement. In the event of any dispute between this agreement and client's document, this agreement shall control. CS Erickson will furnish its work and/or product on the condition that any statement, clause or condition in client's order does not in any way change, enlarge, or modify CS Erickson's obligation as set forth in this agreement.
3. **Restocking Fee:** All orders are firm and not subject to cancellation or change without CS Erickson's written agreement. If CS Erickson agrees to cancellation or change, client agrees to pay all cancellation, restocking, and handling charges.
4. **Progress Payments:** A progress payment of 50% of the quoted total is required and is due from the client at the time the order is placed, unless otherwise waived by CS Erickson. Larger deposits are required if third party manufacturer, distributor, or third party service providers requires a larger deposit from CS Erickson for quoted materials and/or equipment. Other progress payments may be required throughout the order cycle depending on specific circumstances for quotation.
5. **Payment Terms:** Payment is due within 30 days of invoicing. Buyer agrees not to withhold payment on any invoice because of partial delivery or open punch list items, except on those specific items in dispute.
6. **Service Charges:** A service fee of 1.5% (18% APR) will be assessed on all unpaid balances after invoice due date. Client agrees to pay this fee when billed by CS Erickson.
7. **Credit Card Surcharges:** Payments by credit card are accepted via Visa, Mastercard, Discover, and American Express. Any credit card payments will be charged an additional fee of 2.0% of the payment total.
8. **Licenses and Permits:** CS Erickson shall be responsible for any permits and/or licenses required to perform the work, as specified in the agreement.
9. **Normal Working Hours:** Client agrees that work to be performed by CS Erickson will be performed during normal working hours, unless otherwise specified within the quotation. CS Erickson's normal working hours are 7:00 am – 4:30 pm. Client shall be responsible for payment of all costs incurred as a result of Client's request for work outside of normal hours, including but not limited to overtime and any other additional labor costs.
10. **Insurance:** CS Erickson shall carry the following as it relates to its employees, agents, and work i) comprehensive general liability insurance policy ii) professional liability professional iii) automobile insurance iv) worker's compensation and employer's liability insurance. Client will be responsible for fire, tornado, earthquake, flood, vehicle, general liability, and other casualty insurance related to the job site.
11. **Title:** If the order is a drop ship or direct ship, title, ownership and risk of loss for the product will pass to the client upon receipt and acceptance by CS Erickson of a sign and valid purchase order (or a copy of this signed agreement, if signed in lieu of a purchase order) from purchaser. If the order is not a drop ship or direct ship, ownership and risk of loss for the product will pass to the buyer as the product is loaded for delivery from CS Erickson's facility.
12. **Acceptance and Project Closeout:** Client has the right to inspect any work provided by CS Erickson. All goods installed by CS Erickson shall be deemed to be in accordance with Client's specifications and accepted by the Client upon completion of installation unless written notice to the contrary within 10 business days of the completion of installation. In the case of any defective work performed by CS Erickson or omissions, CS Erickson shall have thirty (30) business days to timely correct its work, provided CS Erickson and the Client concur on the defect or omission.
13. **Products of Others:** Unless otherwise specified, no warranty whatsoever is provided by the CS Erickson as to products manufactured or provided by anyone other than CS Erickson. CS Erickson's sole obligation with respect to any material or part within the agreement manufactured or supplied by others shall be to pass on the applicable manufacturer's warranties to the Client, if any.

# TERMS & CONDITIONS

14. **Warranty:** The following standard warranty applies to the labor and equipment within the scope of this project. The standard warranty shall begin no later than the date of receipt of a project close-out letter and/or final invoice.

Labor (1 year)

Specifically covers defects related to workmanship in AV technology installations. To activate this labor warranty, the Client must notify CS Erickson within thirty (30) days of discovering the issue. During this 1-year period, CS Erickson will repair or replace, at its sole discretion, any defects resulting from CS Erickson's defective workmanship in AV technology installations. Common examples of what this warranty typically covers in the context of AV technology include, but are not limited to:

1. Poor cable termination or connections.
2. Mounting or bracket installation issues.
3. Programming errors related to system functionality as per the signed project scope of work.

Equipment (1 Year)

Covers defects in the equipment itself. After the initial one-year period, the equipment will be subject to the warranty terms provided by the manufacturer. Please note that labor costs are not included under the equipment warranty.

Exclusions

Coverage for changes or modifications made to system functionality after project completion. Examples of exclusions include:

1. Engineering Services: Any additional engineering services or alterations beyond the scope of the original project agreement.
2. System Functionality: Changes or enhancements made to system functionality that were not part of the original project scope of work.

Any warranty mentioned above shall not apply to any repairs or replacement caused by accidents or damage resulting from fire, wind, water, hail, lightening, earthquake, acts of god, or similar causes originating outside the components and unless such accident or damages were within the control of CS Erickson or caused by the negligence of CS Erickson or its employees.

No other warranties, either express or implied, are extended by CS Erickson except as shall be shown in writing and signed by a duly authorized representative of CS Erickson. To the maximum extent permitted by applicable law, CS Erickson further disclaims all other warranties either express or implied, including, without limitation, any implied warranties of merchantability of fitness for a particular purpose.

15. **Limitation of Liability:** No action, regardless of its form and arising out of this Agreement may be brought against CS Erickson more than two (2) years after the cause of action has accrued. CS Erickson's liability for goods and services provided shall be limited to the invoiced value of such goods and services and in no event shall CS Erickson's total liability to the client for all damages, losses and causes of action (regardless of legal theory) exceed the amount paid by the client (if any) for such goods and services. To the maximum extent permitted by applicable law, in no event shall CS Erickson be liable for any consequential, incidental, direct, indirect, special, punitive, or other damages whatsoever (including without limitation, damages for loss of income, loss of business profits, business interruption, loss of business information, loss of business reputation, or other pecuniary loss) arising out of any goods or services provided by CS Erickson to the client, even if CS Erickson has been advised of the possibility of such damages.
16. **Indemnification:** Both CS Erickson and the client, as a condition of this agreement, shall indemnify, defend, and hold the other harmless from all claims, suits, losses, expenses, judgements and liabilities (including reasonable attorney's fees) for personal injury or death to the extent caused by the negligence of the indemnifying party or its employees. The indemnitee shall give the indemnifying party prompt notice of and authority to defend or settle, any such claim and shall give, at the indemnifying party's request and expense, reasonable information and assistance thereto.
17. **Acts Beyond Reasonable Control:** CS Erickson shall not be liable for any delay or failure to perform in case delay or failure is caused by labor disputes, strikes, wars, riots, civil commotion, fire, flood, accident, storm, shortage of materials or supplies, acts of God or Nature, accident, or any acts of government.
18. **Governing Law:** This Agreement shall be deemed made in Ottawa County, Michigan and shall be governed by and interpreted under the laws of Michigan. Any suit brought by either party shall be brought only in Michigan. The parties hereto waive all rights, if any to a July trial in any disputes arising from the Agreement and waive any argument that venue is not appropriate or convenient.
19. **Severability:** If any part of this Agreement is deemed by any court to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect.
20. **Entire Agreement:** This Agreement represents the entire agreement between CS Erickson and the client. No other statements, whether written or oral, are a part of this Agreement.



# Mason County Airport

Mason County Airport Conference Room

Chris Van Zoest  
Intaglio, LLC  
3106 Three Mile Rd. NW  
Grand Rapids, MI 49534  
mobile 616.808.1014

INTAGLIO  
[in-tai-(,)yo]



## Mason County Airport Conference Room

Mason County Airport

Mason County Airport Conference Room

2024-2025  
2024-2025  
2024-2025  
2024-2025  
2024-2025

INTAGLIO

Presented By: Intaglio, LLC

Project Name: Mason County Airport Conference Room

Project No.: 8948

2/12/2024

Page 2 of 5

# Mason County Airport Conference Room

## Conf Room

Qty	Item	Each	Extended
<b>Audio</b>			
1	<b>Atlona AT-GAIN-120</b> 120W Amplifier, 4/8 Ohm x2, 70V/100V x1		\$735.00
6	<b>JBL Pro CONTROL 16C/T</b> 6-1/2" CO-AX CEILING SPKR (2 PER CTN)		\$832.50
1	<b>Shure MXA920W-S</b> Ceiling Array Microphone, Square, White, 24 inch		\$3,938.75
1	<b>Symetrix AEC Module, AEC-1</b> Single Core AEC Coprocessor, 8/6 channels (single/independent references)		\$412.50
1	<b>Symetrix Radius NX 4x4 Dante + USB-B</b> Programmable DSP, 4 mic/line in, 4 line out, USB audio, 1 I/O card slot, 64x64 redundant Dante, ARC		\$2,457.50
1	<b>Symetrix W1, White, US Standard</b> IP Remote with push button rotary encoder and OLED display, PoE, Decora single gang US version, white		\$429.49
		Audio Total:	\$8,805.74
<b>Labor</b>			
1	<b>Intaglio Audio Programming</b> Audio DSP Programming, Test & Tune		\$2,400.00
1	<b>Intaglio Engineering</b> Design & Engineering		\$900.00
1	<b>Intaglio Installation</b> On-Site Labor		\$2,160.00
1	<b>Intaglio Travel Time- Reduced Rate</b> Reduced Travel Rate		\$1,300.00
		Labor Total:	\$6,760.00
<b>Parts</b>			
1	<b>Intaglio Parts/Supplies</b> Installation Supplies		\$266.67
		Parts Total:	\$266.67
<b>Shipping</b>			

Presented By: Intaglio, LLC

Project Name: Mason County Airport Conference Room

Project No.: 8948

2/12/2024

Page 3 of 5

## Mason County Airport Conference Room

1 **Intaglio Shipping** \$333.33  
Shipping and Handling.

Shipping Total: \$333.33

### Video

1 **Epiphan Pearl Nano** \$1,427.81  
All-In-One Video Production System - Streamer and Recorder. HDMI & SDI  
Inputs

Video Total: \$1,427.81

Conf Room Total: \$17,593.55

**Project Subtotal: \$17,593.55**

## Mason County Airport Conference Room

### Project Summary

---

<b>Equipment:</b>	<b>\$10,833.55</b>
<b>Labor:</b>	<b>\$6,760.00</b>
<b>Sales Tax:</b>	<b>\$630.01</b>
<b>Grand Total:</b>	<b>\$18,223.56</b>

---

Client: John O'Connor

---

Date

---

Contractor: Intaglio, LLC

---

Date





GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

PAUL AJEGBA  
DIRECTOR

1/24/2024

TO: Michigan Airports with Non-Fed AWOS under contract

RE: AWOS upgrade details

Michigan AWOS Owner,

We at MDOT Aero recognize the need to upgrade our Michigan Non-Fed AWOS network from 1990's technology to current and available technology. To that end the Michigan Aeronautics Commission and the Michigan Legislature have made available funding to perform these upgrades. This project will be largely hands off for your airport, but there are some important details that need to be shared and worked out:

A: We have already secured a contract for the New AWOS purchases. Because the State will be purchasing the equipment, we need to retain ownership of the systems. We will lease the systems to the local sponsors for a token \$10/year for the length of the contract.

B: We will continue to share the maintenance and data costs as previously done under contract. We will enter into a new contract for this upgrade that includes these cost sharing's, and the lease language for a duration of up to 20 years.

C: MDOT Aero will perform all the upgrade tasks, coordination, and final inspections at no additional costs to the local sponsor.

D: Unfortunately, when this upgrade commences, the station will need to go through a re-commissioning inspection. This triggers a review of the potential obstructions within 1000ft of the AWOS station and its ancillary remote components (if any). MDOT Aero will assist in identifying these obstructions and will work with the local sponsor for mitigation strategies. The local sponsor will need to coordinate and be responsible for mitigating these issues before the upgrade can occur. Costs for their mitigations may be required of the sponsor.

E: Funding was also included for an additional sensor – Thunderstorm. It's a relatively expensive sensor that the sponsor needs to review. Should replacement of this sensor be necessary after the warranty period, that would be a partial financial responsibility of the sponsor (the state being the other responsible party per the maintenance contract). However, we anticipate most sensors would be highly reliable, and if needed, repairable at lessor costs than replacement. These sensors are ~\$22,000.

F: In lieu of the thunderstorm sensor, this additional funding may be available to help mitigate any obstruction issues for the AWOS recommissioning.

Name  
Page 2  
Date

G: Timing – it takes about 4-6 months to coordinate all of the approvals and procure the components for AWOS upgrade. The actual upgrade will take place over a 3-day period (some site may require additional time due to site variances). MDOT Aero will handle all of these tasks on behalf of the sponsor.

H: Funding Availability – State funding for this project expires September 30, 2028. We are endeavoring to get upgrade every Non-Fed AWOS station before this funding is no longer available.

We are excited to step into the 21<sup>st</sup> century of AWOS in partnership with Michigan airports and delighted to be able to offer these upgrades at an extremely cost-effective savings to the sponsors. Weather information is more important than ever in today's aviation industry and having the latest technology and available replacement parts makes our Michigan Aviation Weather Network that much more reliable.

We are excited to work with you on this project in the near future. We will reach out to you to begin discussions of what all is needed to begin.

Best regards,

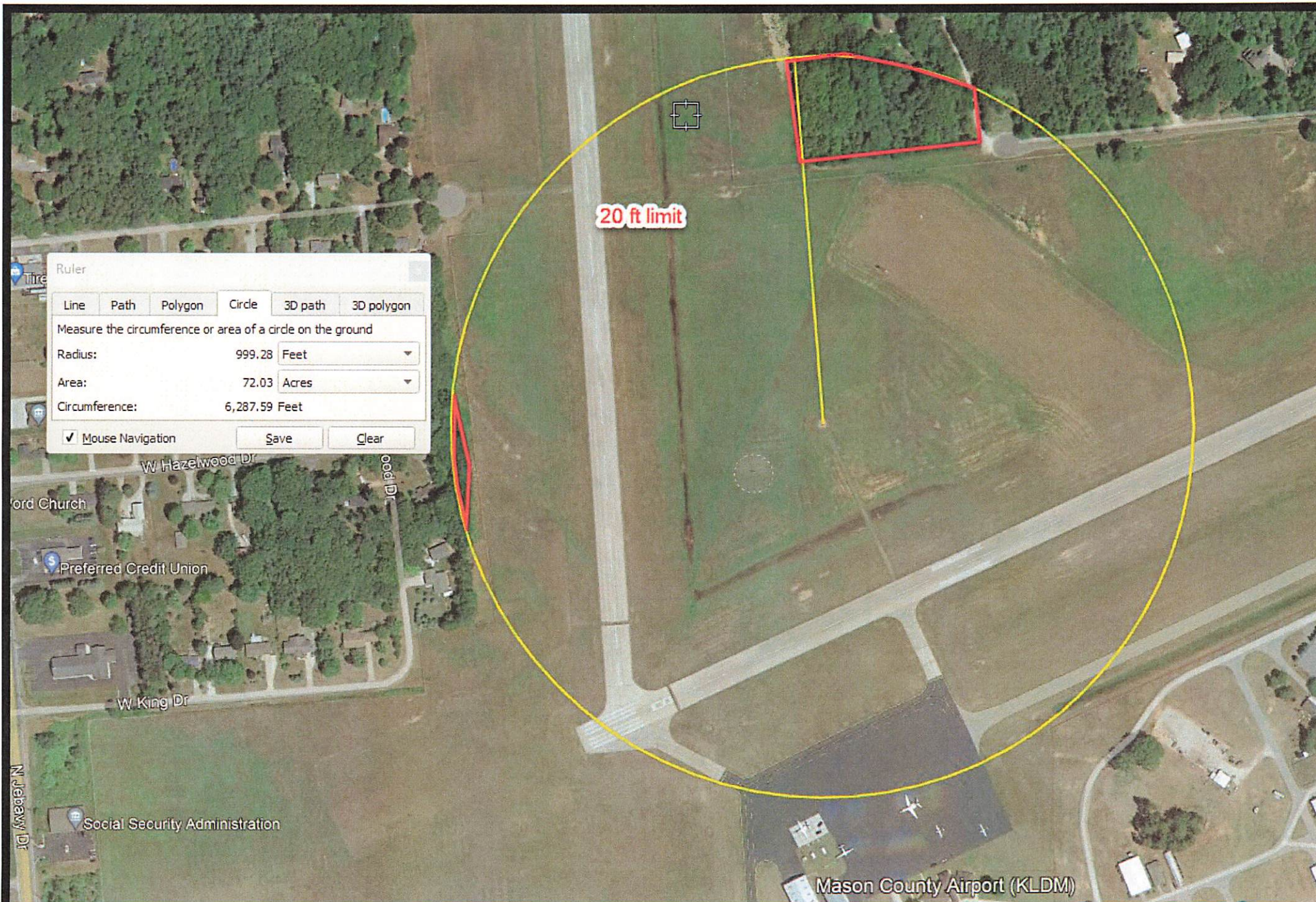
Mikey

*Michael Soper - Supervisor*

MDOT – Office of Aeronautics  
Electronics Facilities Unit  
2700 Port Lansing Rd., Lansing, MI 48906  
[soperm1@michigan.gov](mailto:soperm1@michigan.gov)  
Phone: 517-335-9237  
Cell: 517-388-1009  
Fax: 517-321-6422







Mason County Airport (KLDM)



**Knizacky, Fabian**

---

**From:** Jackson, Glenn  
**Sent:** Friday, January 26, 2024 7:50 AM  
**To:** Knizacky, Fabian  
**Subject:** WSCC Mock Trial - April 29

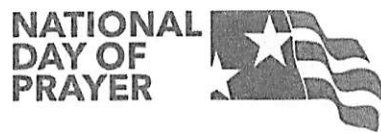
Hi Fabian,

I am hoping to get permission from the commissioners to hold and supervise the WSCC Academy Mock Trial on April 29 @ 5:30 in the big courtroom. Like last year, I expect that Lauren Kreinbrink will also be here. I do have Judge Nellis's approval.

Can you please add this to the next agenda that is convenient?

Thank you,

Glenn Jackson III (P71732)  
79th District Court  
Attorney Magistrate  
Court Administrator  
304 E. Ludington Ave.  
Ludington, MI 49431  
231-843-4130



February 1, 2024

Fabian L Knizacky  
Mason County Airport  
5300 W. US 10  
Ludington, MI 49431

Dear Mr. Knizacky,

I am writing to you to ask permission for the use of the courthouse lawn on Thursday, May 2, 2024 from 11:00 am-1:30pm to be used for those participating in the annual "National Day of Prayer."

Please feel free to contact me if. You have any questions: 231-907-0534

Sincerely yours,

*Pat DeKok*

Pat DeKok  
3705 Woodview Dr.  
Ludington, MI 49431



MICHIGAN DEPARTMENT OF  
ENVIRONMENT, GREAT LAKES, AND ENERGY

## **EGLE Recycling Infrastructure Grant**

### **REQUEST FOR PROPOSALS**

Issue Date: February 12, 2024

**Response Due: May 17, 2024**

**Michigan Department of Environment, Great Lakes, and Energy**  
**525 West Allegan Street**  
**Lansing, Michigan 48933**

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.

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# **EGLE Recycling Program Request for Proposals**

## **PART I GENERAL INFORMATION**

### **I-A Purpose**

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) Recycling Unit is offering grants for recycling infrastructure projects. The State anticipates the grant period will start February 12, 2024, and will end on May 17, 2024.

### **I-B Program Description**

EGLE protects Michigan's environment and public health by managing air, water, land, and energy resources, and is focused on addressing climate change, diversity, equity, and inclusion. In fiscal year (FY) 2024, EGLE will provide matching grants to support Governor Gretchen Whitmer's climate priorities by supplementing efforts to increase access to recycling services and grow the statewide recycling rate.

These grants, enabled by the Renew Michigan Fund, are an important mechanism for achieving EGLE's priorities of equitable and inclusive support to all Michigan communities, and the grants support Governor Whitmer's climate change priorities through measurable reductions in greenhouse gas emissions. Recycling prevents the generation of greenhouse gases at several points along the lifecycle of a product, including avoiding energy consumption associated with the mining and extraction of virgin materials, and reducing methane emissions from landfills. As reported in the 2021 Recycling Gap Analysis (Resource Recycling Systems, 2021), achieving a 45 percent recycling rate in Michigan will reduce greenhouse gas emissions by 7 million metric tons of carbon dioxide equivalent annually. This corresponds to the annual energy consumption of more than 760,000 households (approximately 20 percent of Michigan households), or the annual emissions of nearly 1.5 million passenger vehicles.

Additionally, these grants are crucial to facilitate the safe management of waste materials and help to maintain the flow of vital raw materials for Michigan manufacturing by protecting our domestic supply chains. Increasing access to recycling opportunities also has other positive impacts including water and energy savings and local job creation.

Applicants must consider the following program objectives, priorities, and tasks in the planning of their proposal.

#### **i. Program Objectives**

- a. Increase access to recycling infrastructure while building diversity,**

- equity, and inclusion across Michigan.
- b. Increase collection and processing capacity of recyclable materials.
- c. Increase participation rate in existing recycling programs.

ii. Program Priorities

- a. Programs with the largest projected increases in processing or collection capacity volume and/or access and participation.
- b. Programs with sustainable funding mechanisms in place.
- c. Programs that currently provide or propose robust, continuing education programs.
- d. Applicants with demonstrated ability to collaborate and partner with other groups and organizations.
- e. Projects that leverage concurrent project funding from other sources, such as the U.S. Environmental Protection Agency (EPA), The Recycling Partnership, Carton Council, Closed Loop Fund, Michigan Soft Drink Association, American Beverage Association, or local foundations or businesses.
- f. Projects that support Governor Whitmer's climate change priorities through measurable reductions in greenhouse gas emissions.
- g. Projects that will benefit an environmental justice community or underserved and vulnerable populations within a community.

iii. Applicant Tasks

*NOTE: Applicants must clearly and succinctly explain how they will accomplish each required task below **during the grant period**.*

- a. Purchase of infrastructure items
- b. Installation of infrastructure items
- c. Assessing and reporting impact of new infrastructure items

I-C Grant Award

A total of \$6 million in funding is expected to be available through the Renew Michigan Fund, created in The Income Tax Act, 1967 PA 281, as amended. Applicant(s) must provide a complete Budget using the budget section of the online application form. This is a reimbursement-based opportunity, costs must be incurred and paid for before they are reimbursed.

The maximum amount of funding that can be requested for an EGLE Recycling Infrastructure Grant is \$1 million. The minimum grant funds an applicant may request is \$5,000.

Applicants are required to pledge matching funds at least equal to 20 percent of the total grant budget but are encouraged to consider higher match percentages. Reference section IV-A for details on acceptable match types.

Grantees may be offered partial funding. EGLE may add or subtract money from the EGLE Recycling Infrastructure Grant program at its discretion.

The Recycling Unit will award funds to applicants that agree to the terms set forth in this RFP and the Grant Agreement. The Recycling Unit, an entity within EGLE, will be the primary contact with selected applicants to negotiate the scope of work, budget, reporting periods, report format, and reporting content. All other requirements are non-negotiable. Funds must be expended by **September 1, 2027**.

#### I-D Eligibility Criteria

For purposes of this RFP, the following types of entities are eligible to apply: non-profit organizations, tribal governments, school districts, universities/colleges, local health departments, regional planning agencies, cities, villages, townships, charter townships, counties, municipal solid waste authorities, and resource recovery authorities located in Michigan.

Eligible Recycling Infrastructure Grants include *but are not limited to*:

The transition from recycling bins to carts, public space recycling containers, creation, or enhancement of public drop-off recycling, new or improved recycling processing infrastructure, school recycling projects, collection vehicles, and multi-family recycling projects.

Ineligible projects include organics/food waste projects, household hazardous waste projects, electronic waste recycling projects, scrap tire recycling projects, and one-day collection events.

**Curbside Collection Carts:** Wheeled, covered carts for existing or new curbside recycling collection programs. Grantees would be expected to contract for purchase, distribution, and servicing of curbside carts. Grant eligible expenses include cost of carts, shipping, assembly, and distribution. Metrics will include reductions in carbon dioxide equivalents (CO<sub>2</sub>e), collection volume, participation, and/or access increase. Applicants that receive concurrent cart project funding through The Recycling Partnership will be given additional consideration. Please contact Vincent Leray with The Recycling Partnership for further information: [VLeray@RecyclingPartnership.org](mailto:VLeray@RecyclingPartnership.org).

**Collection Vehicles:** Recycling collection vehicle for new program or expansion of existing program. Grantee would be expected to purchase vehicle(s), establish routes, and train drivers. The grant eligible expense is the vehicle purchase. Metrics will include reductions in CO<sub>2</sub>e, collection volume, participation, and/or access increases.

**Drop-off Infrastructure:** Constructing and equipping new drop-off sites, as well as improvements to existing drop-off sites that achieve significant increase in collection/processing or participation/access, such as additional collection containers, additional equipment/vehicles, and additional storage buildings. Site improvements such as paving, lighting, cameras, fencing, and replacement or

maintenance items must be able to demonstrate significant increases in volume collected/processed or participation/access to be competitive. Grantee would be expected to purchase and install items, oversee any construction activities, contract for collection services, operate and maintain drop-off center. Grant eligible expenses include purchase, shipping, and installation of site improvements, as well as costs associated with new construction. Metrics will include reductions in CO<sub>2</sub>e, collection volume, participation, and/or access increases. Applicants that receive concurrent drop-off site project funding through The Recycling Partnership will be given additional consideration. Please contact Matt James with The Recycling Partnership for further information: MJames@RecyclingPartnership.org.

**Multi-Family Infrastructure:** Indoor and outdoor containers, signage, and other associated site improvements. Grantee would be expected to purchase and install items, secure partnerships with property owners, contract for collection services (as applicable), and oversee construction activities. Grant eligible expenses may include recycling containers, signage, associated site improvements, shipping, and installation. Metrics will include reductions in CO<sub>2</sub>e, collection volume, participation, and/or access increases. Applicants that receive concurrent multi-family project funding through The Recycling Partnership will be given additional consideration. Please contact Craig Wittig with The Recycling Partnership for further information: CWittig@RecyclingPartnership.org.

**Public Space Infrastructure:** Recycling bins for parks, schools, institutions, offices, events, etc. Grantees would be expected to purchase and install items, contract for collection services, secure partnerships with property owners, and provide education elements. Grant eligible expenses may include dual waste and recycling containers ("twinning bins"), shipping, installation, and signage. Metrics will include reductions in CO<sub>2</sub>e, collection volume, participation, and/or access increases.

**Processing Infrastructure:** Equipment needed for processing recyclable materials. Grantees would be expected to contract for design, purchase, and installation of items, train staff, operate and maintain equipment. Grant eligible expenses include design, purchase, and installation of equipment. Metrics will include reductions in CO<sub>2</sub>e, increased processing capacity. Applicants that receive concurrent processing infrastructure funding through The Recycling Partnership will be given additional consideration. Please contact Spence Davenport with The Recycling Partnership for further information: SDavenport@RecyclingPartnership.org.

Other notes on eligibility for the Michigan Recycling Infrastructure Grant:

- Subcontractor costs associated with shipping, assembly, installation, and deployment of the infrastructure items are eligible for grant funding.

- Impacted facilities must have long-range plans for continued use.
- Site improvements such as paving, lighting, and fencing are eligible for grant funding, but must be able to demonstrate significant increases in volume collected/processed or participation/access to be competitive. The State reserves the right to seek changes to proposals that include site improvements.
- Recycling infrastructure grants are designed for projects that have proven feasibility and are “shovel-ready”, needing only funding support to implement. If a project is lacking a detailed workplan, budget, or sustainable funding structure, an applicant may be directed toward the NextCycle Michigan Innovation Challenge as a more appropriate opportunity.
- Eligible applicants must be able to confirm the endpoint of materials collected or processed using items purchased with grant dollars. It is expected that grant-funded items will be deployed and utilized in a materials management system where collected materials are directed to market for manufacture of new products and are not disposed.
- To be considered for multiple grants, eligible entities must submit separate applications for each project. Links to the online application forms are found on the grants online portal.
- Entities receiving \$500,000 or more in grant funding will be required to submit a financial audit.
- Grantees must agree to supply data related to the project for up to five years from the project end date as requested by EGLE.
- All grant recipients are encouraged to register and enter program information within the Michigan Recycling Directory, and/or the Michigan Materials Marketplace, as applicable. The Michigan Recycling Directory and the Michigan Materials Marketplace are online recycling directories sponsored by EGLE.

#### **I-E Ineligible Projects and Expenses**

Projects deemed illegal under the law or inappropriate under contract management standards.

1. Projects considered scientifically unsound or that significantly increase risks to workers and/or the public.
2. Projects that will not be conducted in Michigan.
3. Projects that cannot be shared with or have restricted transferability to other entities in Michigan.
4. Projects that do not adhere to State of Michigan permit requirements.
5. Projects that are deemed part of an entity's regulatory responsibility.

6. Ineligible projects include organics/food waste projects, household hazardous waste projects, electronic waste recycling projects, scrap tire recycling projects, and one-day collection events.
7. Lobbying or directly influencing legislative decision-making.
8. All grant and matching funding may only be used for eligible items. Staff time, indirect costs, and in-kind services are not eligible for a grant or match funding. Grantee matching contributions may only be in dollars.
9. Salaries, including expenses related to employment of graduate students, are not eligible for reimbursement under the EGLE Recycling Infrastructure Grant.
10. Registrations, licenses or permits, fees, taxes, insurance, training costs, office equipment (including computers), indirect or overhead expenses, grant administration, staff expenses, household hazardous waste projects, one-day collection events, electronic waste recycling projects, scrap tire recycling projects, and the purchase of real property are not eligible for reimbursement under the EGLE Recycling Infrastructure Grants.

**Additional notes about eligibility:**

- In some cases, there will be significant ineligible costs that are required to implement the project. These costs may be listed and defined to describe applicant support of the project more completely.
- The grantee fiduciary entity will serve as the responsible party to EGLE grant agreement and should be an active partner in the grant project.
- Match funding contributions may come from private, non-profit, foundation, municipal or other partners. Potential local match funding sources may include other grants, bond monies, loans, cash, public partnerships, public/private partnerships, etc.

**I-F Issuing Office and Point of Contact**

This Request for Proposals (RFP) has been issued by EGLE's Recycling Unit. All questions regarding this solicitation should be directed to:

Arthur Taylor  
TaylorA45@michigan.gov

**I-G Changes to the RFP and Responses to Questions**

Any written answers to questions, changes, and/or clarifications will be posted at: [Michigan.gov/MIRecycles](http://Michigan.gov/MIRecycles)

**I-H Proposals**

To be considered, applicants must submit a complete response to this RFP, addressing the Program Objectives, Program Priorities, and Applicant Tasks listed in the Program Description I-B, and using the format and attachments

provided in the EGLE Recycling Infrastructure Grant online application. Applicants must also submit all supporting documentation by the due date below. Supporting documentation may include letters of commitment, letters of partnership or community support, price quote(s), photographs, calculations, data, financial audit, and other substantiating information.

I-I Response Date

**Proposals must be submitted by 5:00 PM on May 17, 2024.**

## **PART II INFORMATION REQUIRED FROM APPLICANTS.**

### Online Application

Complete the Online Application. Questions marked with an asterisk (\*) require a response. Applicable materials listed in Section II must be uploaded within the Online Application. Applicants can submit their completed Online Application by clicking "Submit" button on the bottom of the application page.

II-B Approved Budget Form

1. Applicant(s) must use the budget section of the online application form. All budget categories must be addressed. Please use "N/A" or "None" to indicate there are no costs associated with a given budget category.
2. All applicants must provide a **minimum 20 percent match** of the total grant project amount. The sum of the State share plus the recipient share will equal the total grant project amount.
3. **Equipment** –All Equipment expenses must be justified in your proposal. For expense estimates, provide a rationale for the estimated cost (ex: price quote). Equipment purchases over \$5,000 will require additional documentation, such as Lien or Uniform Commercial Code Filing, and the State of Michigan listed as the lienholder/creditor for 5 years, prior to reimbursement.
4. **Incurring Costs** – The State is not liable for any costs incurred by an applicant prior to full execution of a Grant Agreement. The following documentation will be required by selected applicants to receive reimbursement:
  - a. Receipt/Invoice for cost incurred.
  - b. Proof of payment via bank statement, ACH payment, or scanned cashed check.

**Note:** *All match expenditures will be held to the same documentation requirements.*

### **Additional Budget Information:**

1. In the event of a partially funded proposal, selected applicant(s) will be

- required to submit a revised proposal before entering into a Grant Agreement.
2. Selected applicant(s) assumes the responsibility for ensuring the grant project is performed within the established timeline.
  3. Selected applicant(s) assumes the responsibility of ensuring all unexpended grant funds are returned to the State of Michigan at the end of the grant period.
  4. If the entire State share of the grant award is expended, the entire matched funds must be spent and supported by source documentation. If the entire State share of the grant award is not spent, the matched funds may be reduced proportionately by the percentage of the grant award not spent.
  5. Selected applicant(s) may not commingle award funds with current or future awards received from the EGLE Recycling Program. Financial assistance from each funding source must be managed, reported, and accounted for separately from all other funding sources.
  6. Should selected applicant(s) cease business operations or dissolve the program established under the grant agreement, existing capital must be returned to the State of Michigan.
  7. Entities receiving more than \$500,000 or more in grant funding will be required to submit a financial audit.



## **PART III SELECTION**

All proposals received shall be subject to an evaluation by the Recycling Unit. The evaluation will be conducted in a manner appropriate to select the applicant(s) for the purpose of entering into a Grant Agreement to perform the proposed project within the established timeline. Initial screening of the applications will be conducted to ensure applicants and projects meet all eligibility requirements.

Proposals failing to meet the eligibility requirements described in Sections I-C, that do not comply with the requirements of the Grant Agreement, and/or which are incomplete, **will be rejected automatically.**

Grantees will be notified of their funding status once EGLE's Director approves the final funding recommendations.

### **III-A Project Clarifications/Revisions**

During the proposal review process, applicants may be contacted for clarification and for the purpose of negotiating changes in project activities, timetables, and budgeted costs. The Issuing Office reserves the right to award funds for an amount other than that requested and/or request changes to, or clarification of, the proposed project.

### **III-B Rejection of Proposals**

The Recycling Unit reserves the right to reject any and all proposals received as a result of this RFP or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the State and The Recycling Unit. The Recycling Unit will not pay for the information solicited or obtained as a result of a consultant/vendor's response to any RFP.

### **III-C Acceptance of Proposal Content**

The contents of this RFP and the proposal of the selected applicant become grant obligations if a grant award ensues. Failure of the selected applicant to accept these obligations shall result in cancellation of the award.

The successful applicant(s) will be required to accept all terms and enter into a Grant Agreement with the State. The Agreement consists of standard contract language, applicant's work plan, timetable, and budget information, a compensation clause that adheres to guidelines in this solicitation, and terms and conditions that outline additional requirements.

## **PART IV ADDITIONAL INFORMATION**

### **IV-A Acceptable Match Types**

Applicants may use cash, bond proceeds, grant funding, financing, or loans from the applicant organization or a third-party for some, or all, of their match. Match is subject to the same backup documentation as expenses incurred.

### **IV-B SIGMA Vendor Registration**

All selected applicants must be registered as a vendor of the State of Michigan on the SIGMA Vendor Self Services (VSS) before entering into a Grant Agreement. If you are an existing vendor and have an account in Sigma VSS, please verify that all your account information is correct. If not, please use the Sigma VSS to register. This website is for the exclusive use of the vendors and individuals intent on doing business with the State of Michigan and allows you to be paid in the event that you are awarded a contract. **Your registration may take up to two weeks to be processed.**

### **IV-C News Releases**

News releases (including press releases, press events or groundbreaking events, news articles, print or radio interviews, social media posts, promotional literature, and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

### **IV-D Disclosure of Proposal Contents**

All information in a bidder's proposal and any Grant resulting from this RFP is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*

### **IV-E Copyrighted Materials**

See Section VI of the Grant Agreement for a summary of intellectual property provisions.

### **IV-F Prime Applicant Responsibilities**

The selected applicant will be required to assume responsibility for all grant activities offered in the proposal whether, or not, that applicant performs them. Further, the State will consider the selected applicant (Recipient) to be the sole point of contact with regards to grant matters, including but not limited to payment of any and all costs resulting from the anticipated grant. The Recipient is responsible for adherence by the subcontractor to all provisions of the Grant. For additional information, see Section VII and VIII of the Grant Agreement for a summary of delegation provisions.

**IV-G Partner Responsibilities**

Organizations partnering with selected applicant(s) must comply with the requirements of the solicitation and will be held to the same standards as prime applicants.

**IV-I Permit Requirements**

All activities undertaken with grant funds must comply with State of Michigan permitting requirements. It is the Recipient's responsibility to acquire all necessary environmental permits prior to initiating the funded project.

**IV-J Prevailing Wage Requirements**

The State of Michigan House Bill 4007 established requirements for all public projects sponsored or financed by the state to follow prevailing wages and fringe benefits. Find the current prevailing wage and fringe benefit requirements for your county.