



GRAND VALLEY METROPOLITAN COUNCIL

ALGOMA TOWNSHIP • ALLENDALE TOWNSHIP • ALPINE TOWNSHIP • BELDING • BYRON TOWNSHIP • CALEDONIA TOWNSHIP • CANNON TOWNSHIP • CASCADE TOWNSHIP • CEDAR SPRINGS • COOPERSVILLE • COURTLAND TOWNSHIP • EAST GRAND RAPIDS • GAINES TOWNSHIP • GEORGETOWN TOWNSHIP • GRAND RAPIDS • GRAND RAPIDS TOWNSHIP • GRANDVILLE • GREENVILLE • HASTINGS • HUDSONVILLE • IONIA • JAMESTOWN TOWNSHIP • KENT COUNTY • KENTWOOD • LOWELL • MIDDLEVILLE • OTTAWA COUNTY • PLAINFIELD TOWNSHIP • ROCKFORD • SPARTA • SPARTA TOWNSHIP • TALLMADGE TOWNSHIP • WALKER • WAYLAND • WYOMING

Board Meeting Agenda

Thursday, June 7, 2012

8:30 a.m. • Kent County Commission Chambers

1. Call to Order by Chair
2. Public Comment
3. Oath of Office – Richard Clanton, Mayor of Kentwood
4. Approval of Minutes May 2012 (attached)
5. LGROW Contracts (attached) – Andy Bowman
6. Emerging Issues Update
 - a. Mike Gusweiler & Dick VanderMeulen – West Michigan Sports Commission
 - b. Jared Rodriguez – West Michigan Policy Forum
7. Legislative Committee Update
 - a. PPT
 - b. June 11 Legislative Committee Meeting w Pete MacGregor & Possibly Roy Schmidt
8. Communications – News Items FYI (attached)
9. Next Meeting, Monday, July 9, 10:30 a.m. Prince Center
10. Other
11. Adjourn

GRAND VALLEY METRO COUNCIL

Board Meeting

May 3, 2012

8:30 a.m.

Kent County Commission Chambers

MINUTES

1. Call to Order

The meeting was called to order at 8:30 a.m. by Chairman Jim Buck.

Members Present:

Jim Buck	City of Grandville
Chris Burns	City of Cedar Springs
Tom Butcher	Grand Valley State University
Dan Carlton	Georgetown Township
Daryl Delabbio	Kent County
Mike DeVries	Grand Rapids Township
Steve Grimm	Cannon Township
George Heartwell	City of Grand Rapids
Don Hilton, Sr.	Gaines Township
Denny Hoemke	Algoma Township
Jim Holtrop	Ottawa County
John Hoppough	City of Greenville
Cindy Janes	Cascade Township
Robert May	City of Hastings
George Meek	Plainfield Township
Jim Miedema	Jamestown Township
Al Vanderberg	Ottawa County
Bill VerHulst	City of Wyoming
Patrick Waterman	City of Hudsonville

Members Absent:

Jerry Alkema	Allendale Township
Alex Arends	Alpine Township
Dale Bergman	Sparta Township
Brian Donovan	City of East Grand Rapids
Jason Eppler	City of Ionia
Tom Fehsenfeld	At-Large Member
Rebecca Fleury	Village of Middleville
Carol Hennessey	Kent County
Brian Harrison	Caledonia Township
Doyle Hayes	At-Large Member
John Helmholdt	At-Large
Mark Howe	City of Lowell

Audrey Nevins-Weiss	Byron Township
Cy Moore	Treasurer
Steven Patrick	City of Coopersville
Jack Poll	City of Wyoming
Chuck Porter	Courtland Township
Elias Lumpkins, Jr.	City of Grand Rapids
Mick McGraw	At-large Member
Milt Rohwer	City of Grand Rapids
Rick Root	City of Kentwood
Jim Saalfeld	Kent County
Martin Super	Village of Sparta
Toby VanEss	Tallmadge Township
Rob VerHeulen	City of Walker
Roger Wills	City of Belding
Michael Young	City of Rockford
Chris Yonker	City of Wayland

Others Present:

Abed Itani	Grand Valley Metro Council
Andy Bowman	Grand Valley Metro Council
David Czurak	Grand Rapids Business Journal
Scott Greenlee	Michigan Transportation Team
Mic Gunderson	KCEMS
Dharmesh Jain	Grand Valley Metro Council
Curtiss Holt	City of Wyoming
Dennis Kent	MDOT
Gayle McCrath	Grand Valley Metro Council
Brenda McNabb-Stang	City of Hastings
Erika Rosebrook	Urban Initiatives, Office of Gov. Snyder
John Weiss	Grand Valley Metro Council
Peter Varga	ITP / The Rapid

2. Approval of Minutes

MOTION – To Approve the Minutes of the April GVMC Board Meeting. MOVE – Hilton. SUPPORT – Janes. MOTION CARRIED.

3. Public Comment

None

4. Finance – MDOT Audit Letter

John Weiss reviewed the official letter from MDOT on the settlement of the audit. MDOT has not yet contacted GVMC regarding a process for payment.

MOTION – To Accept the MDOT Audit Settlement as Described in the Official MDOT Letter. MOVE – Hilton. SUPPORT – Janes. MOTION CARRIED.

5. Emerging Issues Update

a. **Scott Greenlee – Michigan Transportation Team**

Scott Greenlee of the Michigan Transportation Team met with over 50 Metro Council members and staff at four meetings held at the GVMC offices. GVMC was one of the first organizations to sign on to the Michigan Transportation Team (MTT). Scott expressed his thanks and appreciation for the opportunity to meet with members. The information he gathered is being brought back to Lansing for consideration in transportation related policy. One of the findings is that infrastructure needs improving. Twenty-five various bills are in consideration which would result in increased funding for existing roads and bridges. Repairing infrastructure early, rather than waiting until it needs to be replaced entirely, saves money at about a 6:1 ratio over a 3-5 year period.

Scott would like to meet further with members and receive feedback on transportation matters ongoingly. He is willing to talk with any groups (Supervisors, UMMM, MML, MTA, etc.) or one-on-one. He thanks John Weiss for facilitating this interaction and for going above and beyond in making it an issue.

b. **Mic Gunderson – Kent County Emergency Management System**

Mic Gunderson of KCEMS reviewed the highlights of the earlier completed study on KCEMS. Recommendations were for municipalities to be more involved and to help make decisions in the design of EMS. The way KCEMS is structured has limited enforcement of standards. Municipalities are currently not represented on the KCEMS board. The goal is to link the authority of municipalities with the responsibility of KCEMS. The KCEMS Board will add two new members to its advisory body. One representative will be from highly populated municipalities and one with lower population. They also want to better use physician expertise and hospital data. However, various regulations are making that problematic. The issue of closest unit response is also critical. Ambulance services are working on a system to cooperate. Medical first responders are more complicated.

The next step is for GVMC members to give thought to the appropriate people to nominate to the KCEMS Board.

c. **Erika Rosebrook – Urban Initiatives, Office of Governor Snyder**

Erika Rosebrook explained the office of Urban Initiatives was part of the Governor's 10 point plan to reinvent Michigan and is funded by a grant from the Council of Michigan Foundations. They are still creating their goals, working on an urban agenda, and searching for innovative ways to help the community grow. Erika has had discussions with John Weiss and plans to have more in the coming months. They are considering local goals and pilot programs. Whenever GVMC members are having events, etc. Erika would be happy to attend.

6. **Transportation – Pavement Management Van Camera**

Abed Itani reported on the request to purchase a reverse view camera for the pavement management van. It would help the van more efficiently capture data such as sign information.

MOTION – To Approve the Purchase of a Reverse View Camera for the Pavement Management Van. MOVE – DeVries. SUPPORT – Holtrop. MOTION CARRIED.

7. Legislative Update – PPT Meeting

John Weiss reported on the PPT study group which met with Senators Jansen and Hildenbrand. The meeting was to share information and offer alternatives. Last week the PPT bills were passed out of committee and onto the Senate floor. We continue to provide information. New items are being added. It is not anticipated to move as quickly in the House and will do as much as possible to stay part of the process.

8. Other

John Weiss reviewed the various news articles included in the Board agenda packet which were directly regarding the Metro Council or covered issues important to GVMC.

John Weiss reported on the recently held LGROW meeting where he discussed the importance of being sustainable.

John reported the speaker at the July 9th Quarterly Luncheon will be Lt. Governor Calley. The luncheon will be in partnership with the Chamber of Commerce.

Tom Butcher thanked John Weiss for his support and reported he has had various discussions with John, the director of the Johnson Center and others regarding expanding the internship program. GVSU will continue to support graduate assistants with GVMC.

John Weiss thanked GVSU and other major financial contributors for their support in achieving the strategic initiatives.

John Weiss reported Rick Root will be retiring as Mayor of Kentwood on June 4. He asked everyone to keep Rick in their prayers. John spoke of Mayor Root's over 30 years of public service and dedication.

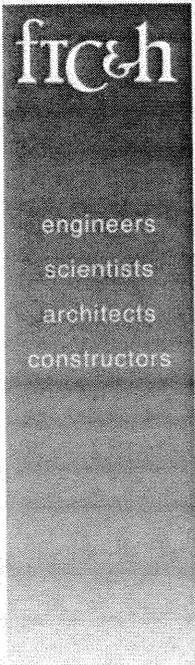
Bob May, Mayor of the City of Hastings, expressed great appreciation for his ongoing professional as well as personal relationships with Mayor Root.

George Heartwell spoke of Rick's leadership and diplomacy in local government, as well as his heartfelt friendship.

Several members expressed their professional kinship with and admiration of Mayor Root, while others were overcome by emotion and unable to speak.

9. Adjournment – 9:40 a.m.

MOTION – To Adjourn. MOVE – Hilton. SUPPORT – Janes. MOTION CARRIED.



May 14, 2012
Project No. G120006

Mr. Andy Bowman
Grand Valley Metropolitan Council
678 Front Avenue, NW
Suite 200
Grand Rapids, MI 49504-5319

Re: Proposal for Professional Services for the Lower Grand River Organization of Watersheds (LGROW) Communications and Business Plan

Dear Andy:

Fishbeck, Thompson, Carr & Huber, Inc. (FTC&H) is pleased to submit this proposal to continue to assist the Grand Valley Metropolitan Council (GVMC) and LGROW in implementation of a Communications and Business Plan.

A cooperative effort by agencies and communities in the Lower Grand River Watershed (LGRW) has resulted in a federally approved Watershed Management Plan (WMP). LGROW recognized a need to educate community leaders in the watershed about the WMP and how to use it to make informed planning decisions for their communities.

LGROW developed a Communications and Business Plan to accomplish this goal and applied to local organizations for funding to implement specific tasks in the plan. FTC&H will assist LGROW in the implementation of Task 4D as follows:

1. Create an Executive Summary of the WMP to be used as a Citizen's Version at presentations on how to use the WMP.
2. Develop a presentation tool, such as a PowerPoint or interactive display, to present to key stakeholder groups.
3. Reproduce the WMP in various forms, such as DVDs or flash drives, for distribution.
4. Arrange and facilitate 5 educational sessions throughout the LGRW.

FTC&H will complete the above tasks for a fee not-to-exceed Five Thousand Two Hundred Dollars (\$5,200).

FTC&H is willing to assist with additional services to LGROW as part of the Communications and Business Plan, as needed. These tasks would be charged on an hourly basis for time and materials, to be determined if services are requested.

Task 1: Establish benchmarking and summarize results and recommendations.

Task 2: Arrange and conduct focus group sessions for stakeholders, working with Grand River Forum participants and MS4 communities.

Task 3: Develop and propose an implementation schedule of the communications strategy and key performance indicators for implementation.

Task 4: Work with subbasins for developing effective educational materials, work with the Data Repository, and contribute to website content.

Task 5: Determine stakeholder needs and LGROW resources and initiate first steps of the Business Plan.

1515 Arboretum Dr., SE
Grand Rapids, MI
49546
ph: 616.575.3824
fax: 616.575.8155
www.ftch.com



Mr. Andy Bowman
Page 2
May 14, 2012

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Ms. Nancy Befus (nabefus@ftch.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

Should you have any questions, please call.

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink, reading 'E. Wendy Ogilvie'. The signature is written in a cursive style with a large, prominent 'E' and 'O'.

E. Wendy Ogilvie, LEED-AP

jah

Letter of Agreement

CENTER FOR ENVIRONMENTAL STUDY

and

LOWER GRAND RIVER ORGANIZATION OF WATERSHEDS

GRAND VALLEY METRO COUNCIL

The purpose of this Agreement is to define the terms and conditions for services that will be provided by the Center for Environmental Study (CES) to support the efforts of the Lower Grand River Organization of Watersheds (LGROW) in pursuing actions to improve its organizational capacity for long-term sustainability. Subsequent to CES assistance in preparing proposals, LGROW has secured funds approved by several local foundations for completing projects focused on organizational capacity. The following proposals are incorporated into this agreement by reference: proposals to the Wege Foundation dated October 25, 2011, the Frey Foundation dated December 5, 2011, and the Grand Rapids Community Foundation dated February 24, 2012. With oversight by the Grand Valley Metro Council (GVMC), CES agrees to serve as a supporting partner in completing tasks that will provide LGROW with products and services as defined in these proposals and as summarized below:

1. On behalf of LGROW, CES will complete the following tasks as outlined in proposals prepared by LGROW and CES:
 - a. **Benchmark Best Practices** in Watershed Organizations, capturing “lessons learned” and the best features of other organizations, including techniques to cultivate memberships (task not to exceed \$5,280 without prior agreement);
 - b. **Prepare Communication Strategy** that uses benchmark and focus group results, profiles key audiences, recommends actions and priorities for membership development, and proposes a schedule and performance indicators for implementing various activities in the watershed (task not to exceed \$8,240 without prior agreement);
 - c. **Develop guidance for use of portable displays**, including targeted audiences, events listing, possible display locations, suggested resources, and evaluation tools (task not to exceed \$8,780 without prior agreement);
 - d. **Enhance LGROW media content** by acquiring quality digital photographs of the watershed during different seasons representing various locations (task not to exceed \$6,160 without prior agreement);
 - e. **Assist with the development of the LGROW Business Plan**, such as establishing plan elements and determining constituent needs for the immediate (1-year), short-term (5-years) and long-term (20-years) actions (task not to exceed \$4,345 without prior agreement);
 - f. **Assist with Other Tasks**, as may be needed and as requested by LGROW, such as assisting with focus groups and with the educational sessions on understanding and using the Lower Grand River Watershed Management Plan (such assigned tasks will not cause the total project amount due to CES to exceed \$33,305 without prior agreement).
2. CES will undertake these described tasks, and any other reasonably related tasks requested by LGROW, for a term beginning (May 1, 2012) with the initial benchmark study, until (April 30, 2014) when either CES tasks are completed and/or the project concludes. This term may be modified with the written approval of all parties.

3. GVMC will pay CES compensation for its services assigned and accepted at a rate of \$55.00 per hour plus expenses (travel, materials, etc.) incurred by CES for LGROW tasks. Total charges expected for work performed by CES for each assigned and accepted task will not exceed an amount specified in writing by both parties prior to commencement of services (see assigned tasks under item 1). CES will submit progress invoices to GVMC on a quarterly (monthly) basis showing charges for services performed during the invoice period plus any expenses. Within 30 days of the date of GVMC's receipt of CES's invoice, GVMC will pay the full amount of such invoice. If GVMC objects to all or any portion of an invoice, GVMC will notify CES of any objection within 15 days from the date of receipt of the invoice, and the parties will immediately make every effort to settle the disputed portion of the invoice.
4. At any time, GVMC may, in writing, make changes in the scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in CES's cost or time required to perform any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified in writing by both parties.
5. Either party may suspend or terminate any part or all of the remaining services in this Agreement at any time by providing the other party with 15 days prior written notice. Upon receipt of such notice, CES will promptly discontinue services except as specified in the notice. GVMC shall pay and reimburse CES for services performed prior to the date of termination upon receipt by GVMC of a written summary of services performed to date.

The foregoing sets forth the terms and conditions of the Agreement between LGROW and CES with oversight by GVMC. The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their organizations and that the parties will fulfill the terms of this Agreement. This Agreement will be in effect immediately upon signing by both parties.

CENTER FOR ENVIRONMENTAL STUDY

By: _____ DATE _____
Gary DeKock, President, on behalf of the Center for Environmental Study Board of Trustees

 Print Name

GRAND VALLEY METRO COUNCIL

By: _____ DATE _____
John Weiss, Executive Director, Grand Valley Metro Council

 Print Name

Website Development Contract

Client: Lower Grand River Organization of Watersheds

Authorized Contact: John Weiss

Phone: (616) 776-7604

Email: john.weiss@gvmc.org

Date: 4/27/2012 (expires 5/27/2012)



Description of Services:

This is a contract between Grand Rapids Community Media Center and Lower Grand River Organization of Watersheds. Hereafter, Lower Grand River Organization of Watersheds will be referred to as "Client" and Grand Rapids Community Media Center will be referred to as "Developer."

Client is contracting with Developer to perform the following services:

- 1) Design and development of a website, which includes:
 - a) Page Content and Menu System
 - i) Allows for dynamic creation, deletion, and editing of basic content pages, as well as basic content for programmed pages
 - ii) Allows for dynamic structuring of the site navigation menu
 - b) Watershed System
 - i) Allows Page Content and Menu System pages to be associated with a watershed
 - ii) Specified pages will display with the watershed's logo
 - c) Featured Content Slideshow
 - i) Allows for Client to upload photos and captions which will display as a slideshow
 - ii) Client can create multiple slideshows which can be attached to specified pages through integration with the Page Content and Menu System
 - d) Board Member Listing
 - i) Will display photo, name, position in the board, and a short biography
 - ii) System will integrate with the Watersheds System to create board listings specific to the organization and the different watersheds
 - e) Event Calendar
 - i) System will display the months events in list format along the left side and will display a calendar of the current month to the right
 - ii) Calendar will be interactive with arrow buttons to view future and past month's events, and clicking on a day in the calendar will show only that day's events
 - iii) Changes to the month will be handled through AJAX so the whole page is not forced to reload, but will make use of the browser's history to keep the functionality of back and forward buttons
 - iv) System will integrate with the Watershed System to associate events with watersheds for display on their specific event calendar page as well as the master page
 - f) Blog System
 - i) System will include comments, RSS feeds, archives, and permalinks to each post
 - ii) System will integrate with the Watershed System to display specified posts on the watershed's blog page
 - iii) System will be able to import external feeds for the individual watersheds
 - iv) System will allow visitors to "build their own RSS feed" by selecting the different watersheds they would like to include

- g) Watershed Map
 - i) A large image map showing the different watersheds associated with the client
 - ii) Client will supply the graphic with clickable areas clearly labeled
- h) Contact Directory
 - i) name, photo, and contact information for organizational and watershed contacts
 - ii) Individual contact forms for organization and watersheds
- i) Training
 - i) In-person or over the phone training on how to use dbEditor to update website or any other training in regards to work in the contract Training session(s) not to exceed a total of 2 hours. Any training provided that exceeds 2 hours will be billed at the current hourly rate.

Cost: \$5,056 (one-time fee)

- 2) Annual hosting of website, which includes:
 - a) 100MB of web space
 - b) PHP support
 - c) 1 MySQL database
 - d) FTP access to website files
 - e) Daily backups of your data
 - f) Website statistics on the 1st of every month provided by AWStats

Cost: Free for the first year for new clients, \$50/year thereafter

- 3) Use of dbEditor software
 - a) Web-based tool will allow client to update pre-determined sections of their website as described above.
 - b) dbEditor software is owned by Developer and Client may not sell or redistribute this software under any circumstances.

Cost: \$75 (one-time fee)

- 4) Registration of a domain name for Client's website:
 - a) Client will be billed annually for the domain name registration fee by Developer, which Developer pays to a third party authorized registrar

Cost: \$15.45/year

- 5) Annual NPO Membership
 - a) Membership is required by all Clients
 - b) NPO's must be a 501©3 non-profit organization and be able to provide proof of this status
 - c) Client must fill out the CMC Membership Form to activate membership

Cost: \$72/year

Estimated Total Cost: \$5,218.45
50% Due Upfront: \$2,609.45

Please make checks payable to:

Grand Rapids Community Media Center
Attn: IT Department
711 Bridge Street NW
Grand Rapids, MI 49504

Lower Grand River Organization of Watersheds (LGROW)

<http://www.lgrow.org>

Contact Information

Kevin Lignell
Graduate Assistant
Grand Valley Metro Council
kevin.lignell@gvmc.org
616-719-4992

Project Description

A new website for LGROW, which includes separate micro sites for each of the watersheds, controlled by watershed board members.

Site Plan

Home Page

- Main LGROW news feed
 - 3 most recent items from main LGROW News feed
 - RSS icon link to RSS feed
- Local Watershed news feed
 - 4 most recent items from watershed news blogs, aggregated together
 - RSS icon link to aggregated RSS feed
- Event calendar
 - Next 3 upcoming events
- Subscribe to newsletter form
- Link to Facebook Group
- Featured Content Slideshow
 - Large image and link

About

- Info
 - Content page
- History
 - Content page
- Board
 - Database of board members
 - Headshot
 - Name
 - Position
 - Bio

Watersheds

- Map (landing page)
 - A large clickable map of the watersheds.
 - list of watersheds
 - What is a watershed excerpt
- What Is a Watershed?
 - Content page
- Individual Watersheds (Rogue)

- Background
 - content page
- Board
 - Database of watershed board members
 - Headshot
 - Name
 - Position
 - Bio
- News
 - News blog
 - Comments
 - Archives
 - RSS
 - Free tagging
 - Can be external feed linking back to the originating site
 - Newsletters
 - Archive of newsletters
- Events
 - Part of the master calendar system, using appropriate
 - watershed board members can add events
- Contact
 - Contact information customizable by watershed board
 - Contact form
 - recipient changeable by watershed board

Membership

- Benefits
 - Content Page
- Levels
 - Content Page
- Join
 - Membership webform
 - 3rd Party

News

- News Blog
 - Comments
 - Archives
 - RSS
 - Categories
 - Free tagging
- Newsletters
 - Subscribe form
 - Archive

Events

- Master Calendar
 - Standard calendar module
 - categories
 - LGROW

- Rogue
- Thornapple River
- Plaster Creek
- Sand Creek
- Flat River

- Event registration
 - 3rd Party

Data

- Content page
- Watershed Management Plan
 - Content page + sub pages linking to pdf
- link to Annis Water Research Institute's LGROW data depository:
 - <http://www.gvsu.edu/wri/isc/lower-grand-river-watershed-data-repository-325.htm>

Contact

- Contacts Directory
 - Main LGROW contacts
 - By Watershed
 - contact info from individual watershed pages
 - Contact form
 - recipient of form can be changed by LGROW admin

Terms of Contract:

1 - Content

Client agrees to supply all content (including but not limited to text, graphics, photos and designs) needed to complete the project as defined in Description of Services. All content must be received from Client within 5 days from the project start date. Failure of Client to supply the necessary content within 5 days of the start date will result in Developer not being able to meet the proposed finish date and a new finish date will be assigned once all content has been received from Client.

2 - Payment

Client agrees to pay 50% upfront of the project total before work on the project can begin. Once the signed contract and 50% payment has been received, Client will receive a start date and finish date for this project. Client will submit the remaining payment to Developer within 15 days after the finish date as specified in the contract. Client website will not go live on the Internet until full payment has been received.

If Client disputes any portion of the invoice, Client agrees to pay the undisputed portion of the invoice and to submit a written notice within 15 days of invoice date documenting the reasons the remaining amount is disputed. After receipt of such notice, Developer will undertake an investigation of the disputed charges, and both parties agree to make a best efforts attempt to resolve the dispute. Any failure by Client to submit a written dispute of charges within 15 days of invoice date shall be deemed final agreement with all charges on the invoice.

Client agrees to pay to Developer a finance charge of 1% per month, subject to a \$20 minimum handling charge, on balances for which payment has not been received within 15 days of the invoice date, excluding balances for which Client has submitted a written dispute. Client is liable to Developer for all reasonable fees and expenses, including reasonable attorney's fees and litigation costs that Developer may incur to collect charges rightfully owed by Client to Developer.

3 - Single Point of Contact

Developer's single point of contact for this project will be Andy Bowman. All correspondence concerning this project will be handled between Developer and Andy Bowman. Any correspondence sent from other employees of the Clients organization will be directed to the respective single point of contact.

4 - Changes in Project Scope

If at any time following the acceptance of the Website Development Contract, Client should desire to change the specifications or other elements of the contract, Client shall submit to Developer a written proposal specifying such changes. The proposal must be sent to the Developer before the established finish date of the project.

Developer will evaluate each such proposal and shall submit to Client a Website Development Amendment which will include what the proposed changes will have on project scope, price and finish date. Any additional work performed by Developer outside of the Website Development Contract will be billed at the current hourly rate.

5 -Developer Credits

Client agrees to allow Developer to add Website Developer credits to Client's website. These credits will include the words "Website created by GRMC" which will be a link to the GRMC's website. These credits will be as non-obtrusive to the design of the website as possible. Client agrees to keep the Web Developer credits on their website for a period of at least 1 year. Client also agrees that the website created for Client may be included in Developer's portfolio for promotional use.

6 - Browser Compatibility

Developer will test all websites designed for Client for compatibility with the latest versions of the 3 major web browsers (Microsoft Internet Explorer, Mozilla Firefox and Apple Safari). A best effort will be made for compatibility with previous versions of the 3 major web browsers but cannot be guaranteed. Also, as new browser versions are developed, they may not be backwards compatible. This is outside the control of the Developer. Any time spent by Developer to fix a website for compatibility due to the introduction of a new browser version or browser plug-in will be separately negotiated and billed at the current hourly rate.

7 - Copyright

Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Developer for inclusion in project are owned by the Client, or Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Developer from any claim or suit arising from the use of such elements furnished by the Client.

Copyright to the finished assembled work of the website produced by the Developer shall be vested with the Client upon final payment for the project. This ownership is to include design, photos, graphics, code, and text.

8 - dbEditor Use

If Client opts to use dbEditor, Developer's custom designed website editor, with their website, ownership does not extend to that program and Developer retains all rights and ownership of the dbEditor software. dbEditor is only available to clients that host their website with Developer. In the event that Client moves their website to a third party host, dbEditor will no longer be available to Client.

Client is not allowed to redistribute, sell or give away the dbEditor software under any circumstances whatsoever. dbEditor is property of the Grand Rapids Community Media Center. Failure to comply with this will result in legal action to the fullest extent of the law.

Client is solely responsible for entering all website content unless otherwise noted in Description of Services above.

9 - Domain Name Registration

In the event that Client has Developer register a domain name on the Clients behalf, the Developer will automatically renew each domain name every year before its expiration date and will bill the Client for the fees charged by the Registrar. Client will be responsible for all fees charged by the Registrar. In the event that the Client no longer wishes to renew the domain name, Client must submit a signed letter to Developer at least 90 days before the domain name expires stating that they no longer wish to renew the domain name.

10 – Third Party or Client Page Modification

In the event that the Client or an agent of the Client other than the Developer attempts to update the website and damages the design or impairs the ability for the website to display or function properly, the Developer will not be held responsible. All time required to repair Client's website will be billed at the current hourly rate.

11 – Client Approval

During the course of the project, Client will need to approve and sign off on various aspects of the project. This may include (but is not limited to) items such as agreement of start and finish dates, website design mockups, database designs, completion of project, etc. Failure of Client to sign off on these items within 5 business days of receiving them will result in Developer stopping all work on the project. A new finish date will be set by the Developer once they are received.

12 –Cancellation of Contract

A signed letter is required to cancel this contract at the request of the Client. In the event that work is cancelled at the request of the Client, the Developer shall have the right to retain the original deposit. In the event this amount is not sufficient to cover the Developer for time and expenses already invested in the project, additional payment will be due. If additional payment is due, this will be billed to the Client within 10 days of notification to stop work. Final payment will be expected within 15 days of invoice date.

The Developer may cancel this contract at any time by providing a signed letter to the Client if the Developer determines, in its sole discretion, that termination is in the best interest of the Developer. The Developer will provide to the Client what work has been completed up to the point of the termination of the contract, including design, photos, graphics and code. Time and expenses spent by Developer will be applied towards the original deposit and any unallocated funds will be reimbursed to the Client.

13 – Cancellation of Hosting Services

All hosting services are billed yearly and due within 30 days of invoice. In the event that Client decides to no longer receive services from Developer, Client must submit a signed letter indicating what services they want to cancel and when the cancellation would go into effect. Developer does not provide refunds for cancelled services.

14 – Warranty

Client agrees that Developer provides no warranty whatsoever for any of the services provided to Client. Developer will work with Client to resolve issues as they arise but all time spent will be the responsibility of the Client and will be billed at Developer's current hourly rate.

15- Liability

Client agrees that it shall defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the Developer's services. This includes Liabilities asserted against the Developer, its subcontractors, its agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employees or assigns.

Client also agrees to defend, indemnify and hold harmless the Developer against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site. This includes infringing upon on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

16 - Forfeiture of Contract

If Client has not provided materials necessary to complete the project to the Developer within 120 days of the date this contract is signed, this action will be considered forfeiture of contract and this contract is voided. Client forfeits any payments made to the Developer.

17 - Understanding of Contract

This contract and the Appendices attached constitute the sole agreement between the Developer and the Client regarding this project. It becomes effective only when signed by both parties and 50% payment of the project has been received by Developer.

Both parties warrant that they have read and understand the terms set forth in this contract.

On behalf of the Client

Printed Name _____

Signature _____

Initials _____

Date _____

On behalf of the Developer

Printed Name _____

Signature _____

Initials _____

Date _____

To collaborate or not? Separate West Michigan high-tech government mapping services outline difficulty of sharing

Published: Saturday, June 02, 2012, 9:06 AM



By Matt Vande Bunte | mvandebu@mlive.com

Having lost Grand Rapids and Kent County as members, the Regional Geographic Information System wants to broaden its membership base by expanding farther south.

GRAND RAPIDS, MI - A technology partnership hoping to expand is touted as “a great model for regionalism,” but one West Michigan leader sees it as a case study in why increased collaboration involving Kent County may be slow.

Grand Valley Metropolitan Council’s Regional Geographic Information System, or **REGIS**, hopes to offer its services to new communities as far south as the state line and private businesses.

"It's a great model of regionalism," said Dharmesh Jain, director of REGIS, an \$811,000 operation at 678 Front Ave. NW in Grand Rapids. "The economy has justified the need for a single point of services. Now, we have a better environment to go out and talk to folks.

"(Expansion) will ensure long-term sustainability for us, but also help those struggling communities" in need of GIS services.

REGIS is a geographic information system that Jain calls a "one-stop shop of information." It consolidates a variety of data and displays it in map form, with customizable layers of information.

Current members, which pay annual dues, are Ada, Alpine, Byron, Cascade, Gaines, Grand Rapids and Plainfield townships, Cedar Springs, East Grand Rapids, Grandville, Hudsonville, Lowell, Kentwood, Rockford, Sparta, Walker, Wyoming, The Rapid public-transit agency and Kent County Road Commission.

Members use REGIS for myriad functions, from mapping the location of underground utilities to determining which residents should be mailed notices for a public hearing.

Gaines Township, for example, uses the system to map grave sites and aid zoning and property assessment functions. In **Kentwood**, where deputy city administrator Rich Houtteman said "we treat REGIS as part of our staff and consider it a vital component to what we do on a daily basis," police use the system for “hot spot mapping” that helps the city allocate public-safety

resources. Alpine Township used it recently to map out sidewalk agreement in preparation for a public meeting.

Rockford uses REGIS for transportation planning and to create maps for public presentations. Grandville uses it to conduct criminal sexual conduct address checks.

“There is no limit to the number of REGIS applications,” said Matthew Butts, Grandville’s assistant city manager. “The system can be applied to virtually any municipal service or operation.”

Grand Rapids Township uses REGIS to plot public safety calls and map fire hydrants.

“The value goes on and on because what governments do are almost always based on land-use issues,” said Mike DeVries, township supervisor. “It’s a huge labor savings. It saves us triple that amount of money (we pay in membership dues), just in labor.

“We could not operate without it.”

But while several local governments participate with REGIS, two notable founding members do not: Grand Rapids and Kent County both left the system and now use their own geographic information systems.

Grand Rapids left REGIS because an in-house system works better with other city technology systems, said Paul Klimas, the city's information technology director.

"GIS has to work with all the rest of the (city) systems," he said. "Having it all isolated somewhere (in the REGIS office) doesn't really integrate with the rest of the city's architecture.

“You get to a certain size where you go ‘Well, geez, we already have to have all these (other technology) functions anyways.’”

Kent County saves at least \$100,000 per year by using an **in-house geographic information system** instead of REGIS, said Craig Paull, the county’s information technology director.

“REGIS does a really good job of providing service to those folks that tend to be relatively similar, like most cities and townships,” he said. “The county has needs that are somewhat unique.

Jain maintains that Grand Rapids and Kent County would save 25 to 30 percent if they gave REGIS full responsibility for their geographic information needs, and he wants to help both entities transition back into the shared system. At least one county official agrees.

Commissioner Jim Talen, D-Grand Rapids, said his efforts to nudge the county back into REGIS “have just hit a brick wall and it drives me nuts.” The in-house system is more about county control than cost, he said.

“REGIS, the county and the city of Grand Rapids are all using the same software. All of the systems are within blocks of each other. How does that make sense?” Talen said. “I’m convinced that the county’s making a huge mistake.

“The county’s never going to be able to consolidate anything unless it’s got total control, and that’s going to be a barrier in anything we do. We talk a good line about collaboration but we don’t walk the walk very well.”

A 5-year plan for REGIS aims to expand beyond Kent and Ottawa counties, taking advantage both of **Gov. Snyder's call for increased government collaboration** and an economy pushing municipalities to find cost savings.

Still, the economy pushed Cannon Township to leave REGIS in a budget crunch. The township uses mapping functions publicly available through the county, which has proven adequate since little new construction has happened in recent years.

“When growth came to a standstill in 2007, we no longer needed the high-end mapping available from REGIS,” said Christine James, township zoning administrator. “We were always happy with REGIS. The maps were fantastic with all of the layers available. The people were great to work with. They were extremely responsive and knowledgeable.

“It was strictly a matter of economics - tightening township budgets in order to be responsible to our citizens and taxpayers.”

Algoma Township in Kent County and Jamestown Township in Ottawa County also cite cost as the reason for not participating in REGIS.

“Too expensive and lots of things we have no need for,” Algoma Township Supervisor Dennis Hoemke said. “We get what we need from our Kent County photo maps.”

Jamestown and Georgetown townships, though members of the Metro Council, use a geographic information system offered by Ottawa County. About three-fourths of the county’s municipalities are members of the county system, said Al Vanderberg, county administrator.

“Ottawa County took a much different approach to developing a GIS system than did the partners that developed REGIS,” said Vanderberg, who chaired the REGIS board when he worked in Kent County. “In the case of REGIS, a number of governmental agencies joined together and developed a system with a high level of applications. Ottawa County developed its own base system and then invited local governments to join.

“Both Ottawa GIS and REGIS are effective GIS systems, but were developed from a different philosophical approach with the county taking the lead in Ottawa, providing an excellent base system, and leaving future partners to decide what individual functionality was best for them.”

Jain said he is "open for discussions" on REGIS cost allocations, which have changed since the departure of Grand Rapids and Kent County. The system also has cut staff and now has five full-time employees.

"The economy has taught us many good lessons: You need to be big enough to absorb short-term financial hardships," Jain said. "Right now, everyone is talking about **OneKent, one fire, one parks**, and we already have one GIS. We already have something which is one for everyone.

"It's really unfortunate that we have three GIS systems in the city. Why maintain three cars when there is a big van we've all purchased together? I still think a shared system is more cost effective."

*Email **Matt Vande Bunte**, or follow him on **Twitter**.*

© 2012 MLive.com. All rights reserved.



Grand Rapids streets may be a 'walking time bomb,' but this road is the area's worst

Published: Friday, May 25, 2012, 11:18 AM Updated: Friday, May 25, 2012, 4:14 PM



By **Matt Vande Bunte | mvandebu@mlive.com**

GEORGETOWN TOWNSHIP, MI – A Grand Rapids task force this week reported that **city streets are in "crisis,"** with 61 percent of them in "poor" condition. But it's not just Grand Rapids roads in rough shape.

Streets across Kent and Ottawa counties are getting worse, according to **analysis by the Grand Valley Metropolitan Council.** And among area roads that get federal funds and carry at least 20,000 vehicles per day, the two-mile stretch of Baldwin Street from 20th Avenue to Cottonwood Drive in Georgetown Township is as bad as it gets.



[Enlarge](#)

Matt Gade | mgade@MLive.com

The two-mile stretch of Baldwin Street from 20th Avenue to Cottonwood Drive in Georgetown Township is covered with patches and is considered as bad as it gets according to analysis by the Grand Valley Metropolitan Council. Date Shot 5-25-2012 (Matt Gade | MLive.com)

Baldwin Street is as bad as it gets gallery (8 photos)

That comes as no surprise to Dan Carlton, township manager.

"We have been complaining for several years," he said. "We've been on the list for at least five years to get the road done. We've just been making the request and making the request (to the Metro Council). Their basic response is the lack of federal funds is causing a shortfall."

When taking just federal-aid roads into account, 19.5 percent of Grand Rapids streets are in "poor" condition, based on a Pavement Surface and Evaluation Rating, or PASER, system. That's the most among cities in Kent County. But data from the Metro Council, which disburses federal road funding, shows that road quality across the area is declining.

RELATED: Pothole patrolling Grand Valley Metro Council van to add \$25,000 rear-facing camera

Compared to three years ago, East Grand Rapids, Grandville, Kentwood, Walker and Wyoming all have fewer roads with "good" ratings, and most have more roads with "poor" ratings. The trend is the same for roads governed by the Kent and Ottawa road commissions.

Baldwin Street ride

A ride along Baldwin Street in Georgetown Township, one of the area's worst roads. Note the crack sealing that spells "PAM" in the right lane at about 38 seconds into the video.

Between 2010 and 2011, the share of area roads in "poor" condition rose from 8 percent to 12.3 percent, according to the Metro Council report. The share of roads in

"good" condition fell from 23 percent to 13.6 percent. About three-quarters of roads are in fair shape, but at risk of decline.

"Historic underinvestment, steady erosion of purchasing power, continued inflation in material costs, flattening levels of federal assistance and a decline in fuel-tax revenues have put the transportation infrastructure throughout the country in the dire position of steady decline," the Metro Council report states. Road conditions are the worst since the Metro Council started doing surveys 15 years ago.

"There's no question that regionally there isn't enough funding just to maintain them," said Jim Snell, a Metro Council transportation planner. "Really, everybody seems to be kind of in that same boat.

"We're going to lose ground. It's really a downward spiral once you reach a certain point."

RELATED: Grand Rapids streets in 'crisis' prompt call for millage and Michigan gas tax hike

A Grand Rapids commissioner in budget talks this week floated the idea of a millage to increase funding for city streets. City administrators also want state lawmakers to raise the gas tax and approve **more transportation funding**.

Some area cities already levy millages to supplement state and federal road funds. A **capital improvements tax** in Wyoming, for example, has been used to widen streets in the past and now is being targeted more toward upkeep of existing roads, said Bill Dooley, public works director. Holland for years also has levied 1-mill for roads, Mayor Kurt Dykstra said.

The share of "good" federal-aid roads in Wyoming fell from 20.6 percent in 2008 to 13.3 percent last year, while "poor" roads went from 1.5 percent to 9.8 percent. In Grandville, where 1.15 mills of the city's property tax levy typically get shuffled into road funds, no federal-aid streets are in poor shape. But while 43 percent of the city's roads were in "good" condition in 2008, all of those had declined to "fair" condition last year.

RELATED: 'Rain tax' to be recommended as a revenue stream for Grand Rapids

A millage or user fee for maintenance of the city's storm water system also is being considered in Grand Rapids.

"Preventive maintenance delays will come back to haunt you," said Mark De Clercq, Grand Rapids city engineer. "It's a walking time bomb. You don't know where or when something's going to happen."

There's no talk in Grandville about funding storm water costs with a special millage, City Manager Ken Krombeen said. But he has pointed out to City Council that "storm water expenses are rising and will have a growing budgetary impact in the future."

In Wyoming, where the capital-improvements tax supplements road funding, gas tax revenue is used to maintain the storm water system, Dooley said.

"If there was a separate source (of funding for storm water) it would allow those (gas tax) funds to be used on street pavement," he said. "It always comes down to what the citizens' expectation is and what they want. It will take some more money to get them in better condition."

Even talk of possible local tax hikes "clearly shows the impact of what the state has done to municipalities" with a decade of cuts to previously-reliable state-shared revenue, said Robert Homan, Plainfield Township manager.

"The driving force behind this is the withdrawal of millions of dollars of basic state funding," he said. "The voters should look first to the State of Michigan as the proximate cause of these difficulties."

"Complaints of alleged local government inefficiencies and lack of cooperation are diversions and red herrings meant to draw the people's attention away from the true cause of the financial distress that is driving local governments into the ground."

Back in Georgetown Township, the ground on Baldwin is a bit bumpy in spots. The two-mile stretch rates a 2 on the PASER system, which means it has "severe rutting" and "frequent potholes." There's also some creative crack sealing on the road: The letters "Cal" can be seen going westbound from Cottonwood, and "Pam" can be seen eastbound from 20th.

The road is slated to be resurfaced in 2013, Carlton said.

"It's going to be one more long year."

*Email **Matt Vande Bunte**, or follow him on **Twitter**.*

© 2012 MLive.com. All rights reserved.

Don't be an
oral cancer
statistic.



 DELTA DENTAL

LEARN MORE
ABOUT
ORAL CANCER

Home

Log Out

Search

Article Archive

Subscribe Now

Editorial Topics

Change Ups

Specialty Publications

Book Of Lists

Gemini Publications

Contact Us

SUBSCRIBE
NOW»

Grand Rapids
**Business
Journal**

The Business Newspaper of
Metro Grand Rapids, Holland,
Muskegon & West Michigan

Comment & Opinion

PPT repeal now as obsolete as Michigan 1.0

Published: May 21, 2012

Michigan Department of Technology, Management & Budget reported to the legislature last week during the state conference on state revenue that fiscal year-to-date revenue is up more than \$3 million, bolstered by increases in income taxes and by sales and use tax revenue.

The University of Michigan Research Center on Quantitative Economics analysis provided even better news in a review of a drop in the unemployment rate to 8.3 percent and job gains. The center noted high-wage industries saw a 6.9 percent jump, while low-wage growth was at just 2.9 percent. April reports offer the fourth consecutive month of such job growth, and the state budget director noted corresponding decreases in Medicaid and welfare payments — all providing the framework for projections of continued increases in state revenue through 2014.

It should also provide a new framework for state budgeting decisions, as it is intended, chiefly for K-12, college and university education funding which offers the single greatest business asset: an educated work force of talent.

Projections of continued growth and higher paying "knowledge economy" jobs also call into question the wisdom of legislation to repeal the personal property tax. A recent meeting of a group gathered by the Grand Valley Metro Council with state Sens. Dave Hildenbrand, R-Lowell, and Mark Jansen, R-Gaines Township, and then with Lt. Gov. Brian Calley was ill-fated, on the eve of the Senate's surprise fast-track approval of the package of tax repeals May 10. Kent County Administrator Daryl Delabbio said the meeting with Calley was better than that with Hildenbrand and Jansen. Ottawa County Administrator Al Vanderberg told the Business Journal, "The governor's office wants to work with us, and the Senate wants to work us over."

The state Senate package of eight bills begins to phase out the tax on industrial and commercial equipment in a few years — but offers no thought as to replacement revenue. In January, SB 1070 would abate the tax on machinery that costs \$40,000 or less. SB 1069, sponsored by Hildenbrand would provide an exemption that would begin Dec. 31, 2015, for eligible manufacturing equipment purchased after Dec. 31, 2011. The Senate sees the bills as an economic development incentive, one that Gov. Rick Snyder has pressed for speedy approval.

Snyder's want to eliminate the tax during his election campaign two years ago is as dated as the old economy numbers. Even as the governor wants to steer Michigan to a "3.0 economy" the business leaders in this state are forging ahead of any such legislative incentives yet to be proffered and firing into recovery. It is their relentless positive action that is seeding economic recovery — and their No. 1 concern is recruitment and availability of an educated work force.

Grand Rapids City Commissioner Walt Gutowski noted in the Business Journal in January that firms usually cut jobs when new equipment is purchased, rather than add new employees, because modern machinery is less labor intensive and more technology driven.

The greatest tool for Michigan business owners is a 3.0 labor force. That message must be delivered and understood before the state House follows the same misbegotten course of brethren in the Senate.



Peter Luke: The poison-pill politics of the personal property tax

Published: Sunday, May 20, 2012, 7:41 AM



By **Peter Luke | Bridge Magazine**

Michigan residents trust local government far more than they do state government, according to the latest survey released Wednesday by Michigan State University's Institute for Public Policy and Social Research. Nearly twice as many say they seldom or never trust state government than those who say they seldom or never trust local government.

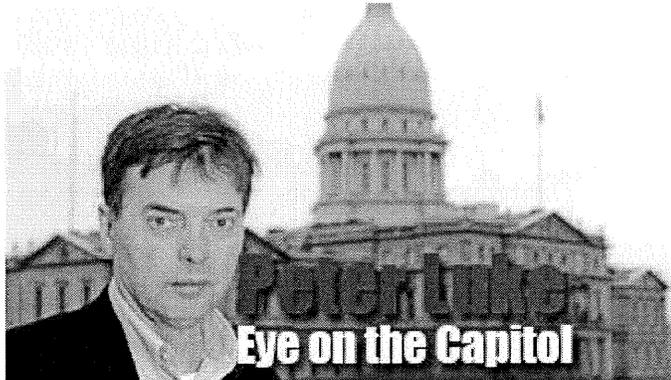
Municipal employees pick up your trash, sweep your neighborhood street, collect your ballot on Election Day, assess your house, inspect that the new water heater was installed correctly and park a patrol car in your kid's school zone to keep traffic speeds in check.

If you renew your vehicle registration by mail, keep under 80 mph on the interstate and don't visit a Michigan state park, you are unlikely to encounter a state employee. State government is an abstraction to some; a waste or a critical safety net provider to others.

What it has proven not to be is a reliable partner. Be it revenue sharing, road funding, even fire protection for major state-owned facilities, the state government, during a decade of plummeting local property values, has reneged.

Gov. Rick Snyder's **2013 budget** departs little from past practice in recommending that cities, villages and townships receive \$361 million in statutory revenue sharing, instead of the \$1 billion the law calls for. Municipalities received \$3 million less in PA 51 street funding -- \$326 million -- in FY 2011 than they did in 2001 because lawmakers have refused to consider raising gas taxes and registration fees.

Though there is widespread agreement that the personal property tax is difficult to administer and that its application on industrial equipment makes the state less competitive with its neighbors, the question always has been how seriously lawmakers would handle the revenue loss side of the equation.



Peter Luke was a Lansing correspondent for Booth Newspapers for nearly 25 years, writing a weekly column for most of that time with a concentration on budget, tax and economic development policy issues

Bridge

News and Analysis from
The Center for Michigan

Cutting taxes is easy; paying for them is hard. Two decades ago, eliminating the property tax as a primary revenue source for K-12 schools required a year of negotiation and two statewide elections to secure legislative and voter approval for the replacement revenue.

The PPT reduction package wipes out the tax on commercial and industrial equipment with a taxable value of less than \$40,000. It creates a new category of manufacturing equipment that will be exempt from all PPT effective in 2016. But, as it cleared Senate Finance Committee on May 2, it contained few assurances that local governments would be reimbursed for the revenue loss.

Faced with complaints from angry mayors across the state, Senate Republicans short of votes for passage were forced to tighten it up.

Lost personal property tax revenue that exceeds 2 percent of a local unit's total "general fund" would be eligible for reimbursement by the state. PPT revenue loss that's less than 2 percent of a local's general fund revenue would not be replaced by the state. That's better than the introduced version and it means that more local units would qualify for cash back. How much back remains unclear. Before lawmakers take another vote, it only makes sense that the specific impact of the plan on each community be available. That wasn't the case during Senate deliberations.

Whatever the reimbursement, municipal budgets would take an overall operating revenue haircut of as much as 2 percent. Now a growing economy would ordinarily help offset local revenue loss from the business tax cut, but Proposal A's **constitutional cap** will restrain real property tax collection growth for years to come.

As amended on the Senate floor, reimbursement would begin in 2013, instead of 2016. Mindful of last year's big shift in tax burden from Michigan business taxpayers to individual personal income tax filers, stronger guarantees are in place to prevent automatic increases in local debt millages on homeowners to compensate for reduced PPT collections.

That's if the package delivers on its assumption the state will annually reimburse local units. The overhaul still neither earmarks where the money to fill that fund would come from and, like any law, lacks the authority to dictate to a future Legislature that money be appropriated towards it.

Legislative intent language identifies expiring alternative energy and other business tax credits as a revenue source for the Department of Treasury's new PPT reimbursement fund. Treasury calculates the value of those expiring credits to be \$137 million in FY 2016, of which \$57 million would be needed to pay the locals. But that \$137 million, which is estimated to balloon to more than \$300 million by FY 2020, represents additional revenue to state coffers, not the expiration of an existing appropriation. An economic downturn that depresses overall business tax collection means the additional money wouldn't necessarily exist at all.

The so-called "poison pill" amendment added on the Senate floor does present future lawmakers a painful choice. They can fulfill the obligations made by the 96th Legislature to local governments. Or they can anger

every small business in the state with a reinstatement of the personal property tax and the administrative headache that would entail. Once you pull a tax out by the roots as the Legislature did with the MBT, and would be the case with the PPT for most firms, it's pretty tough to replant it.

So a third alternative for, say, the 99th Legislature, would be to simply excise that poison pill, 31 words, out of the law. Problem solved. Excuse municipal officials when they say they've seen that movie before.

Peter Luke was a Lansing correspondent for Booth Newspapers for nearly 25 years, writing a weekly column for most of that time with a concentration on budget, tax and economic development policy issues. He is a graduate of Central Michigan University.

© **Bridge Magazine**, reprinted with permission. Bridge Magazine, a publication of **The Center for Michigan**, produces independent, nonprofit public affairs journalism **and is a partner with MLive**.

© 2012 MLive.com. All rights reserved.

MIBIZ

Economic Development

GVMC adds efficiencies to road monitoring systems

By **Elijah Brunback | MIBiz**
 ebrunback@mibiz.com

GRAND RAPIDS — Finding funds for much needed services like infrastructure improvements is challenging when local governments are in a constant cost-cutting mode.

The **Grand Valley Metro Council**, tasked with finding funding to maintain the city's roadways and other mobility issues, has used a Pavement Management System (PaMS) to track the condition of local infrastructure, including signage, since 1995.

While it might look like the van from *Ghostbusters*, the GVMC PaMs van doesn't capture ghosts. Instead it gathers useful infrastructure condition data.

While federal regulation requiring the maintenance of a PaMS system came and went in the mid-1990s, GVMC thought it advantageous to continue its use.

For years, GVMC spent hundreds of thousands of dollars paying outside consultants to record and report data, which would be used to prioritize what little money was allotted for infrastructure repair or enhancement.

But in 2006, with the help of federal funds to offset the cost, GVMC purchased a \$460,000 Ford Geographical Information System van. Equipped with several cameras, laser scanning devices and a sophisticated data capturing software, GVMC was able to cut the cost of data collection from \$125,000 to \$35,000 per year.

"Before we purchased the van, it cost us about \$259 per mile. Now it costs around \$50 per mile," said Abed Itani, transportation director for the GVMC. "Now what we're trying to do is improve the capability of the van."

At a recent GVMC board meeting, the council approved spending another \$25,000 to outfit the vehicle with a rear-facing camera. Prior to this update, the van would have to double back on streets to collect road sign data from the opposite side of the street.

Covering roughly 2,400 miles of road annually, the van's having to backtrack an average of 800 miles wasn't exactly the most efficient means of data collection, Itani said.

When the vehicle was purchased, it marked the first time a mobile, semi-automated, advanced technology system was used to gather and analyze road condition data in Michigan.

FIRST COMPANIES

"It was refreshing to work with a company whose end goal was very clearly customer satisfaction."

THE CHARTER GROUP

Transformed a once bleak and uninhabited location into a contemporary, purposeful space.

FIRSTCOMPANIES.COM P: 616.698.5000 F: 616.698.0900
 4380 BROCKTON DR. SE, SUITE 1 GRAND RAPIDS, MICHIGAN 49512



Without the technology, most municipalities in Michigan use "windshield surveys" utilizing the Pavement Surface and Evaluation Rating system, which relies on observational data collection using a one to 10 rating scale. Roads with major distress are rated a one, while a 10 indicates a new road.

However, GVMC's van has helped remove redundancies from the data-gathering process. The result is a more streamlined survey process that reduces collection time and the number of staff needed to complete the work. In an effort to tailor the geographical information system software more specifically, GVMC formed a contract with Michigan Tech University.

During the construction season (April through November), the GVMC vehicle scans freeways and surface streets in the Grand Rapids metropolitan area. Traveling at normal road speeds, the lasers and cameras capture road data and GPS tags certain deficiencies for later analysis. Each street profile, everything from traffic signals to guard rails, is then cataloged.

The stored information can be accessed from just about anywhere and can be converted into video format as well, Itani said.

Today, data collection is available for free to all 35 GVMC member communities and paid for through membership dues.

Cities in Georgia and Alabama have requested to pay GVMC for the service, but diverting the van to those states is not a cost-competitive option for the organization.

Still, Itani said GVMC would likely provide the service to most cities in Michigan and perhaps Ohio and Indiana within a 300 to 400 mile radius, depending on the number of miles needing data collection. Already the city of Novi has contracted for the service.

Itani said many of the private consultants he has seen do not offer the range of service that GVMC can with the van.

"We try to help local communities. They deserve that help and they have limited resources," he said. "Basically our prices are at least a 40 percent discount to the market price."

If there is any return when contracting the service out, Itani said it could be between five percent and 20 percent, depending on the size of the job, though any profits from the service would likely be put back into the GVMC fund to pay down member dues.

Itani said road improvement expenditures this year for the Grand Rapids metropolitan area total \$12 million so far, however there are \$33 million of improvements needed to maintain the system.

The current data collection should finish in August or September at the latest. Itani said right now, the GVMC has requests from Middleville, Wayland and Hastings for the service and should be completed over the next few months. **MEM**