



City of Fenton

301 South Leroy Street • Fenton, Michigan 48430-2196 • (810) 629-2261 • FAX (810) 629-2004

COUNCIL WORK SESSION AGENDA
Monday, October 1, 2012
City Hall Conference Room
301 South Leroy Street
7:30 PM

1. Call to Order.
2. Roll Call.
3. Citizen Comments: Request by citizens to speak on specific agenda items.
4. Discussion on performing a storm sewer drainage evaluation study for North LeRoy Street.
5. Discussion on requests for MERS service credit purchases.
6. Discussion on changes to divisions of the City's retirement plans through MERS.
7. Council Member Comments.
8. Call to the Audience.
9. Adjournment.

IF ACCOMMODATIONS ARE NEEDED DUE TO A DISABILITY, PLEASE CONTACT THE CITY CLERK'S OFFICE.

Memorandum



THE CITY OF
FENTON

PUBLIC WORKS

DATE: September 28, 2012

TO: Lynn Markland, City Manager

FROM: Daniel Czarnecki, Public Works Director

RE: North Leroy St. Drainage Investigation

Since early August the City of Fenton has experienced two heavy rain storms that most likely were 50- or 100-year storm events. These rainfalls taxed our storm sewer system to a point of localized flooding along the N. Leroy St. area. City staff and engineers met with some of the property owners and business owners that were affected by the flooding and we discussed the reasons behind the flooding situation. The existing system is a 21-inch line that was there when the street was the state highway. It has been modified and altered over the years. Over time most, if not all of the private properties were allowed to connect their drainage systems into the existing storm sewer lines. Because of the age of the storm sewer system and the numerous connections to it by each property it was suggested the City look into alternatives to resolve the storm water issues in this area..

OHM provided us a Scope of Services to investigate the existing storm sewer system on the east side of the street from Dauner Rd to the north city limits, and provide alternatives to alleviate the situation. This will include improvement alternatives that will include hydraulic modeling and cost estimates. A representative from OHM will be available to explain the project at the upcoming City Council work session.



September 28, 2012

City of Fenton
301 South Leroy Street
Fenton, Michigan 48430

Attention: **Mr. Daniel Czarnecki**
Director of Public Works

Regarding: **North Leroy Street Drainage Investigation**
Dauner to City Limit – East
Proposal for Engineering Services

Dear Mr. Czarnecki:

Orchard, Hiltz & McCliment, Inc. (OHM) is pleased to submit this proposal for engineering services to complete a drainage investigation for the area along North Leroy Street. We have prepared the following project understanding and scope of services based on our previous discussions.

PROJECT UNDERSTANDING

The City of Fenton has reported flooding along portions of North Leroy St between Dauner Road and South Long Lake Road (project area). The cause of the flooding is suspected to be related to a section of storm sewer along the east side of the roadway that is thought to be undersized. In addition to being undersized, the historical outlet was altered approximately 40 years ago which shifted the outlet from a discharge to Lake Fenton on the north end of the sewer to a 36-inch trunk sewer on the south end near Fenton Commons.

In response to the recurring problem, the City has requested OHM to review the existing drainage system, assess the conditions and develop alternatives that might include modifications to the existing system, reconstruction of the system or implementation of storm water detention.

SCOPE OF SERVICE

Task 1 – Existing Conditions Analysis

To develop an understanding of the current drainage system, an existing conditions analysis task will be performed. Specific work efforts include:

- Using a combination of contour maps and record prints, determine the drainage areas that are tributary to the storm sewer system on the east side of North Leroy St.
- Perform hydrologic analysis of the district to determine the degree of impervious surface and compute time of concentration for use in determining flow rates for design storm events.
- Using topographic survey from the North Leroy Street project, record prints and field investigations, create a hydraulic model of the existing storm sewer system. For the

intents of the model, it is assumed that the downstream storm sewer has sufficient capacity to convey the flows from the study area.

- Generate peak flow rates for the 2 and 10 year storm events and route these through the hydraulic model of the drainage system. Locations of storm sewer with insufficient capacity will be noted as well as any surcharge within the system.

Task 2 – Alternatives Analysis

After developing an understanding of the existing drainage system, a list of alternatives will be developed with the intention of improving drainage along the corridor. The alternatives will generally include the following:

- Alternative 1 - Private Site Detention: Reduce the overall peak discharge to the system by implementing site by site detention systems on commercial property along the corridor.
- Alternative 2 - Regional Detention: Provide regional detention along the corridor by removing the existing sewer and replacing it with an oversized pipe capable of attenuating the peak flow event.
- Alternative 3 - Reinstate Northern Outlet: With the understanding that the Genesee County Road Commission (GCRC) will be reconstructing North Leroy Street/Fenton Road north of the project area, propose a design to reconnect the northern end of the system with an outlet to Lake Fenton which is currently under design by GCRC.
- Alternative 4 - Upsize Storm Sewer: Remove the existing storm sewer and replace it with an upsized storm sewer built with acceptable grade and maintain the southerly discharge point.

To determine which alternative will provide the most cost effective solution to the problem, a preliminary engineering analysis will be performed to determine what scope of improvements will be necessary to relieve the problem. As part of this work, it is anticipated that each alternative will have a “high-level” hydraulic model developed to ensure that the improvements will be capable of reducing the occurrence and severity of flooding while also ensuring that no harmful impacts to downstream water courses occur. After developing a solution, a planning level estimate will be developed for use in comparing the alternatives. A technical memorandum will be generated summarizing the findings of the alternatives. The memorandum will also provide a preferred alternative and discuss the next steps necessary to implement the improvements.

SCHEDULE

The project will commence immediately upon authorization to proceed. We anticipate that the scope of services outlined above could be completed by December 1, 2012. If the City desires to move forward with one of preliminary alternatives, additional planning and design efforts could be done over the winter. This schedule is based on an authorization to proceed given by October 8, 2012.

COMPENSATION

The services outlined above will be performed on an hourly basis in accordance with the enclosed *Standard Terms and Conditions* for the not-to-exceed amount of twelve thousand dollars (\$12,000.00). This amount is based on the assumptions listed below. The City will be invoiced for services on a monthly basis. The tasks outlined above are estimated as follows:

Existing Conditions Analysis	\$ 5,200
Alternatives Analysis	<u>\$ 6,800</u>
Total	\$ 12,000

FURTHER CLARIFICATIONS AND ASSUMPTIONS

The above-listed scope of services was prepared with the following assumptions:

- The services outlined above constitute a preliminary drainage investigation to provide the City with the necessary information to evaluate options. Further investigation and analysis may be needed and/or requested by the City. OHM will be pleased to provide any additional services requested for this project on an hourly basis.
- The City will be responsible for all permit application fees and permit fees, if required.
- Presentations to City Council & Planning Commission will not be required.
- No geotechnical services are anticipated for this phase of the project. Geotechnical investigations will be required prior to developing detailed designs for each project.

Should you find this agreement acceptable, please execute both copies and return one copy to us for our files. We look forward to providing professional services on this project. If you have any questions, please contact us.

Sincerely,
ORCHARD, HILTZ & McCLIMENT, INC.



Kent Early, P.E.

Enclosure: *Standard Terms and Conditions*
Project Location Map

cc: Lynn Markland, City Manager (via email)
Tim Juidici, OHM
File

City of Fenton
North Leroy Drainage Investigation
Engineering Services

Accepted By: _____
Printed Name: _____
Title: _____
Date: _____

STANDARD TERMS and CONDITIONS

1. **THE AGREEMENT** – These Standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM), a registered Michigan Corporation, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM and the Owner and said amendments must be in written form.
2. **SERVICES TO BE PROVIDED** – OHM will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.
3. **SERVICES TO BE PROVIDED BY OWNER** – The Owner shall at no cost to OHM:
 - a) Provide OHM personnel with access to the work site to allow timely performance of the work required under this Agreement.
 - b) Provide to OHM within a reasonable time frame, any and all data and information in the Owners possession as may be required by OHM to perform the services under this Agreement.
 - c) Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.
4. **PERIOD OF SERVICE** – The services called for in this Agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. OHM shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM's reasonable control.
5. **COMPENSATION** – The Owner shall pay OHM for services performed in accordance with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may be lump sum, hourly; based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM for reimbursable expenses for subconsultant services, equipment rental or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT** – Invoices shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM shall include a charge at the rate of one percent per month from said thirtieth day.
7. **LIMIT OF LIABILITY** – OHM shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of OHM and its Officers, Directors, Partners, employees, agents, and subconsultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM or OHM's Officers, Directors, employees, agents or subconsultants, or any of them shall not exceed the amount of \$25,000 or OHM's fee, whichever is greater.
8. **ASSIGNMENT** – Neither party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.
9. **NO WAIVER** – Failure of either party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.
10. **GOVERNING LAW** – The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
11. **DOCUMENTS OF SERVICE** – The Owner acknowledges OHM's reports, plans and construction documents as instruments of professional services.

Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM, however, OHM shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM. In accepting and utilizing any drawings or other data on any electronic media provided by OHM, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM and will be corrected as part of OHM's basic Scope of Services.

12. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days prior written notice. The Owner shall within 45 days of termination, pay OHM for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.

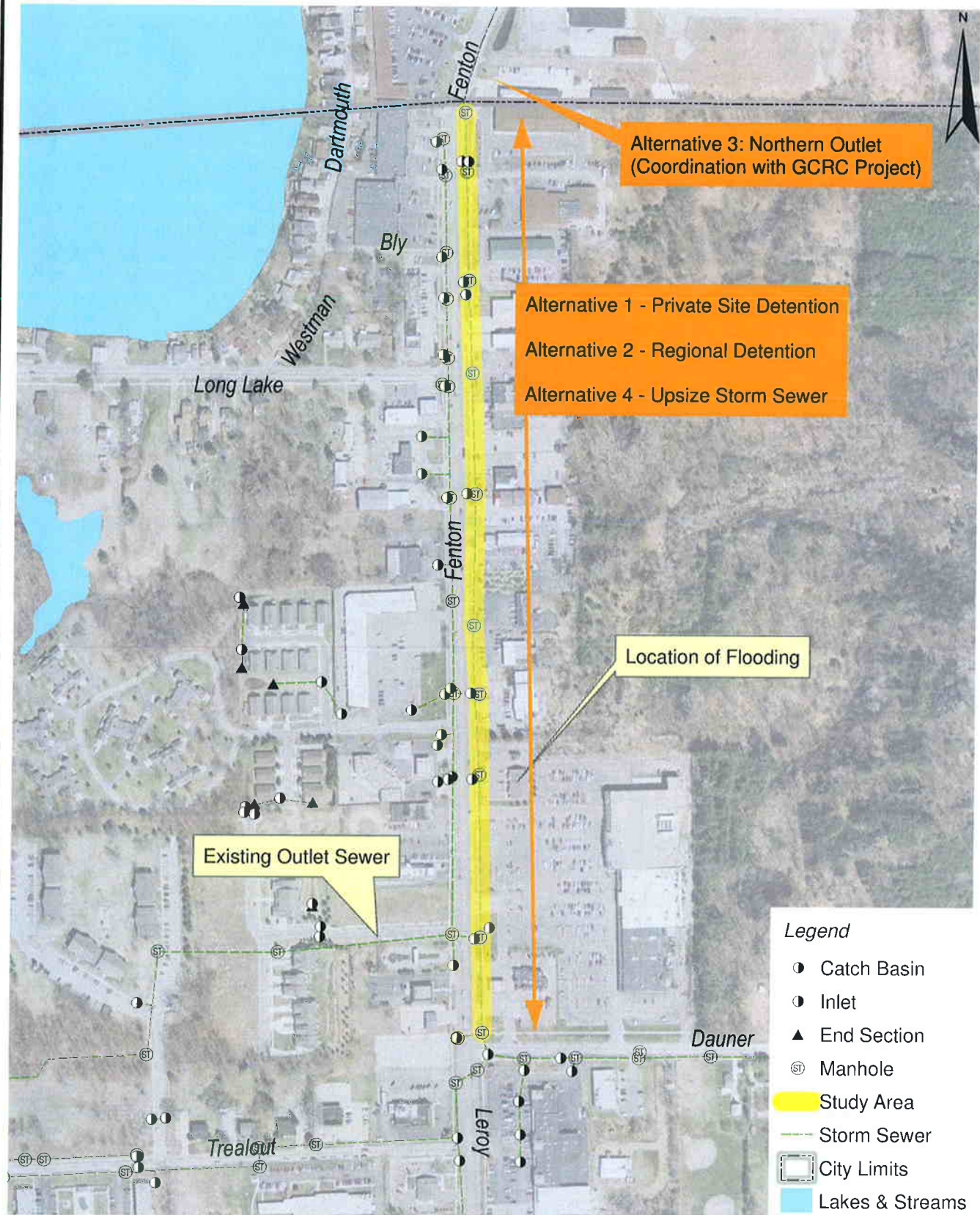
13. OHM'S RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM the amount shown on any invoice within 60 days of the date of the invoice, OHM may, after giving 7 days notice to the Owner, suspend its services until payment in full for all services and expenses is received.

14. OPINIONS OF PROBABLE COST – OHM's preparation of Opinions of Probable Cost represent OHM's best judgment as a design professional familiar with the industry. The Owner must

recognize that OHM has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

15. JOB SITE SAFETY – Neither the professional activities of OHM, nor the presence of OHM or our employees and subconsultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.

16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation, unless the parties mutually agree otherwise.



Sheet Desc.: **EXISTING DRAINAGE SYSTEM**

Project: **N LEROY DRAINAGE**

JN: --

Date: 9/28/2012

Client: **CITY OF FENTON**

Scale: 1" = 400'




Page: **Figure 1**



CITY OF FENTON

Memorandum

DATE: September 28, 2012
TO: Mayor Osborn and the Fenton City Council
FROM: Jennifer Naismith, City Clerk 
RE: Service Credit Purchases

City Manager, Lynn Markland, and Police Sergeant, Gregory Feamster, would like to approach the City Council concerning the purchasing of service credit through MERS, the City's pension program.

Mr. Feamster is requesting to purchase five years of generic service credit for the amount of \$85,668.00. Mr. Feamster would like to finance the purchase of this service credit by using funds from a personal investment account. The City would not be responsible for funding any of the cost of the service credit purchase.

Mr. Markland is requesting to purchase five years of generic service credit for the amount of \$57,143.00. Mr. Markland would like to finance the purchase of this service credit by using funds from a personal investment account as well. The City also wouldn't be responsible for funding any of the cost of this service credit purchase either.

If these requests are agreeable to the Council, you will be required to pass a resolution of approval for both individuals. The Council typically reviews these types of requests on a case-by-case basis.

City of Fenton Council

Reference: Request for Authorization to Purchase Service Credit

Honorable Council Members,

I am respectfully requesting the authorization of the City of Fenton Council for me to purchase five years of "generic" service credit through the Municipal Employees' Retirement System (MERS) of Michigan.

This purchase will be fully paid for by me through a "rollover" of funds from my ICMA 457 plan, which is considered a qualified plan for this purpose by MERS.

I want to thank the members of this council in advance for your consideration and assistance in this matter.

Respectfully,

Gregory J. Feamster

09/23/2012

A handwritten signature in cursive script, appearing to read "Gregory J. Feamster". The signature is written in dark ink and is positioned below the typed name.

Memorandum



THE CITY OF
FENTON

DATE: September 28, 2012

TO: Mayor Sue Osborn and City Council

FROM: Lynn Markland, City Manager 

RE: Purchase of MERS Service Credit

I would respectfully request that the City Council consider this request to purchase 5 years of service credit in the MERS Retirement System. I am providing you with a cost estimate from MERS explaining the cost of the purchase of credit. I do not have plans to retire for several years, however, I am continuing to plan so when that time comes I will be financially prepared for retirement. I am vested in MERS because of my 15 years in Durand. The employees in the City of Durand are also in the MERS retirement system. I will be happy to answer any questions you may have.

Memorandum



THE CITY OF
FENTON

DATE: September 28, 2012

TO: Mayor Osborn and City Council

FROM: Lynn Markland, City Manager

RE: MERS Resolutions

The result of the new union contracts included some changes to retirement plans for future employees. The changes will require resolutions from the City Council that will be sent to MERS for the changes.

The DPW Unit represented by the Teamsters Local #214 and the Clerical Unit (Unit II) have agreed to change to a hybrid plan that will provide a defined benefit of 1% per year of service and 1% of defined contribution for all employees hired after July 1, 2012. The Police Officers represented by the POAM have agreed to eliminate the E-2 benefit for all new hires after July 1, 2012.

These changes will reduce the legacy cost of the City of Fenton for future new employees.



MERS Hybrid Retirement Plan
Member Handbook

Table of Contents

Welcome and Log in Directions	3	Divorce	19
Who is MERS?	4	Changing Jobs at Your Municipality	20
MERS Retirement Board.	4	Standard Transfer Rules	20
A Closer Look at the Hybrid Plan	5	Alternative Transfer Rules	20
Understanding the Hybrid Plan Formula	5	Leaving Employment Before Retirement	20
Hybrid Part I – Your Defined Benefit Portion	6	Hybrid Part I – Your Defined Benefit Portion	20
Hybrid Part II – Your Defined Contribution Portion	7	Hybrid Part II – Your Defined Contribution Portion	21
Contributions	7	Using Your Account and Retirement	22
Employer Contributions.	7	Hybrid Part I – Your Defined Benefit Portion	22
Employee Contributions	7	Hybrid Part II – Your Defined Contribution Portion	23
The Saver's Credit.	8	Distribution Options	23
Maximum Contribution Limits	8	Required Minimum Distributions	24
Rollovers – Combining Your Retirement Plans	9	The Sustainable Retirement Solution – MERS Stable Income Annuity.	24
Earnings or Losses in the Market	10	Working in Retirement	25
MERS Investment Menu	11	Rehiring at Your Municipality	25
Fees.	11	Taxability of MERS Benefits.	25
Putting it All Together	12	Helping You Prepare.	26
Eligibility	13	Service Center.	26
Hybrid Part I – Your Defined Benefit Portion	13	Statements and Newsletters	26
Hybrid Part II – Your Defined Contribution Portion	13	Seminars and Workshops	26
Other Employment Statuses that Affect Vesting	14	Regional Teams	26
Other Ways to Vest.	15	myMERS	27
Naming Your Beneficiary	16	Survivor Beneficiary Option Factor Tables	28
Hybrid Part I – Your Defined Benefit Portion	16	Defined Benefit Estimate – Sample.	30
Hybrid Part II – Your Defined Contribution Portion	17	Defined Contribution Quarterly Statement – Sample	31
Disability	18		
Hybrid Part I – Your Defined Benefit Portion	18		
Hybrid Part II – Your Defined Contribution Portion	19		



Welcome to the MERS Hybrid Plan, an important tool to help you reach your retirement goals. The Hybrid Plan combines the stability of a lifetime benefit from your employer with the flexibility of an invested account you manage. Together, the two parts can put you on the right road to retirement, and help you better prepare for your future.


This handbook will help you understand both parts of your retirement plan, and point you to other important resources to help you along your way.

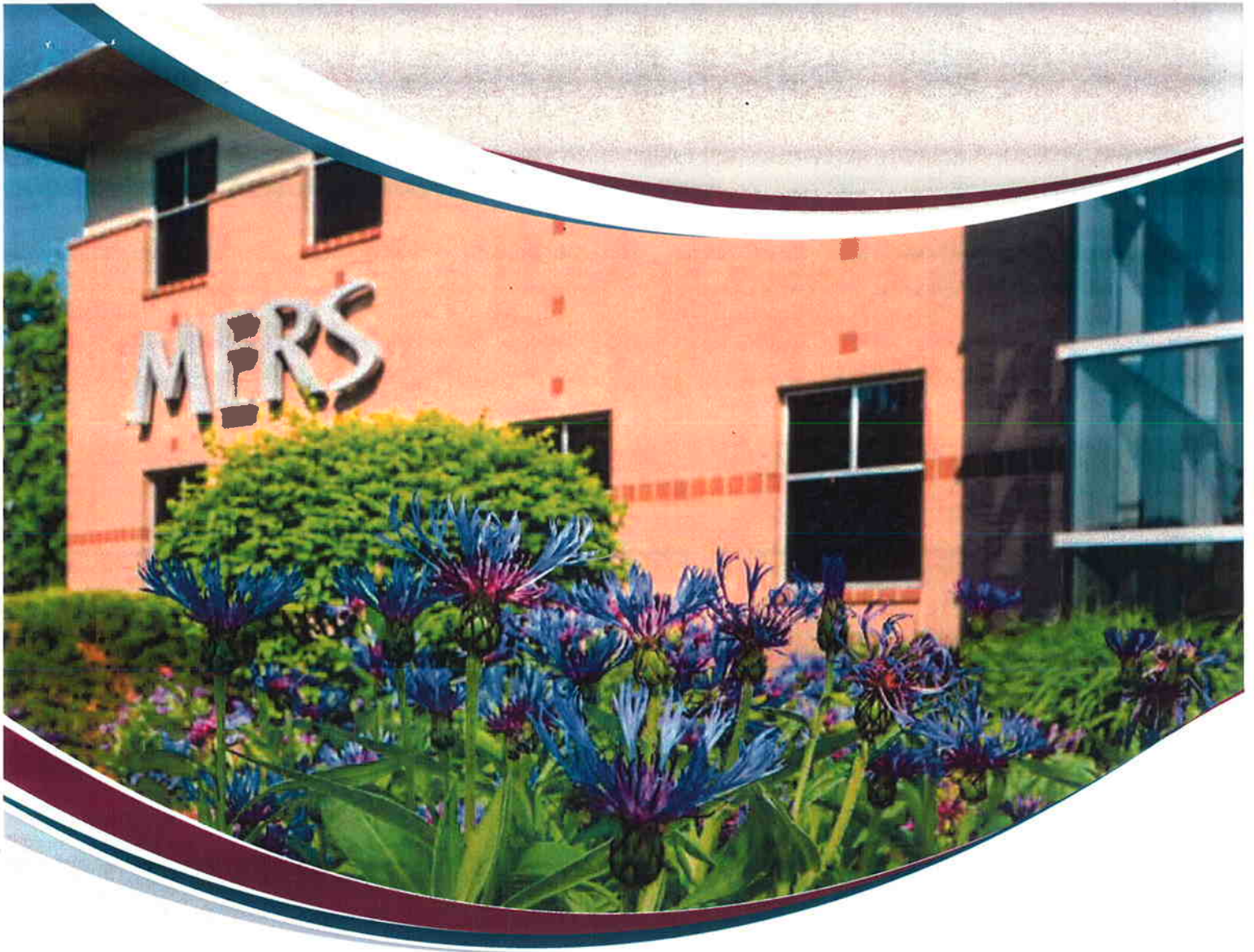
You can access your account online at myMERS.mersofmich.com, where you will find up-to-date information, forms and publications, tutorials and more. If you need assistance our friendly staff is available by phone or for personal consultations.

Remember, the road to retirement is paved with preparation. We're here to help you prepare.

Log in to MERS

For online access to your retirement plan information anytime, create a free account at myMERS.mersofmich.com. It's easy to get started:

1. Visit myMERS.mersofmich.com.
2. Click "Register."
3. Complete the online form, and click the link e-mailed to you to activate your account.
4. Log in and start using  MERS



Who is MERS?

The Municipal Employees' Retirement System (MERS) of Michigan is an independent public nonprofit organization that has partnered with Michigan municipalities for more than 65 years, helping them provide safe, secure retirement plans for their employees.

Today MERS proudly counts more than 86,000 participants all across the state, many of them your friends and family, neighbors and coworkers. MERS members are police officers and pipe fitters, lawyers, librarians and more, located everywhere from Marquette to Marshall, and plenty in between.

MERS Retirement Board

MERS is administered by a nine-member Retirement Board, made up of representatives from municipalities at the employer, employee, and retiree level, and the general public. It has the fiduciary responsibility for the investment of assets and oversees the system.

The Board appoints the Chief Executive Officer, who manages and administers MERS under the supervision and direction of the Board. The Board also oversees the Plan Document, which governs the benefit provisions of your plan. The MERS Retirement Board, together with the MERS Office of Investments, selects the menu of investment options for the MERS programs.