



City Council Study Session Agenda

Monday, September 26, 2022 at 6:00 PM
27400 Southfield Road, Lathrup Village, Michigan 48076

HYBRID MEETING INFORMATION

Location: Council Chambers with remote access via Zoom.

Webinar ID: 811 3736 3185

Password: Lathrup22

CLICK HERE: [Online Zoom Link](#)

Telephone: 646.558.8656 or 312.626.6799

CLICK HERE: [Public Comment Form Link](#)

1. **Call to Order** by Mayor Garrett
2. **Discussion Items**
 - [A.](#) Ethics Ordinance Discussion
 - [B.](#) Water Loss Investigation - Phase II
3. **Mayor and Council Comments**
4. **Public Comments**
5. **Adjourn**

ORDINANCE NO. _____-22

**CITY OF LATHRUP VILLAGE
OAKLAND COUNTY, MICHIGAN**

**AN ORDINANCE TO AMEND THE CITY OF LATHRUP VILLAGE CODE OF
ORDINANCES BY ADDING CHAPTER 4 - ETHICS**

THE CITY OF LATHRUP VILLAGE ORDAINS:

Section 1. Amendment.

Chapter 4, shall be added and shall read as follows:

Chapter 4 - ETHICS

Sec. 4-1. - Intent and purpose.

In an effort to maintain the public trust, the City Council of Lathrup Village hereby declares that all public officials and employees of the City of Lathrup Village shall avoid any conflict between their private interests and those of the general public they serve. All City officials and employees shall safeguard public confidence by being honest, fair and respectful of all persons and property with whom they have contact. Furthermore, to enhance the faith of the citizens in the integrity and impartiality of the elected and appointed officials of the City of Lathrup Village, it is necessary to provide specific guidelines for dealing with conflicts of interest and the proper conduct of officials and employees. The City of Lathrup Village intends that its officials and employees will avoid any action which might result in or create the appearance of:

- (a) Using public office or employment for private gain;
- (b) Giving or accepting preferential treatment or monetary gain to or from any person or organization;
- (c) Impeding government efficiency or economy;
- (d) A lack of independence or impartiality of action;
- (e) Making an official decision outside of proper channels; or
- (f) Affecting adversely the confidence of the public in the integrity of the City of Lathrup Village.

Sec. 4-2. - Definitions.

Whenever these terms are used in this section, they shall have the following meaning:

(a) "Compensation" is any money, property, thing of value or benefit received by any person in return for services rendered.

(b) "Confidential information" means information that has been obtained in the course of holding public office or employment that is not available to members of the public pursuant to the Michigan Freedom of Information Act, being M.C.L. 15.231 et seq., or pursuant to other law, regulation, policy or procedure recognized by law, and that the official or employee is not authorized to disclose, including written information, non-written information, and information obtained in the course of a lawful executive or closed session of Council.

(c) "Conflict of interest" is either a personal interest or a duty or loyalty to a third party that competes with or is adverse to a City official's or employee's duty to the public interest in the exercise of official duties or official actions.

(d) "Decision" means a determination, action, vote or other disposition upon a motion, proposal, recommendation, resolution or ordinance by members of the governing body; or a determination, action or other disposition taken by an elected official with the authority to do so.

(e) "Official action" means a decision, recommendation, approval, disapproval or other action or failure to act which involves the use of discretionary authority.

(f) "Private gain" means any benefit which is accepted or received by a public servant or is perceived by a reasonable person to be accepted or received by a public servant, as remuneration for the purpose of improperly influencing an official action in a specific manner or for refraining from the performance of an official action in a specific manner, or as inducement for the public servant to act in favor of some interest other than in the public interest. To clarify, unless the above standard is violated, the following types of benefits, monetary payments, or reimbursements, gifts, or awards may be received by the public servant: payment of salaries, authorized reimbursements, etc.

(g) "City official" or "employee" means the elected members of the City Council, any member of any local government agency, board, commission, or other voting body that is established by the City Charter or by the Code, and any employee, or any individual who provides services to the local government within or outside of its offices or facilities.

Sec. 4-3. – Standards of Conduct.

(a) Conflict of Interest. No City official or employee shall use, or attempt to use, his or her official position to secure, request or unreasonably grant any special consideration,

privilege, exemption, advantage, contract or preferential treatment for himself, herself, or others, beyond that which is available to every other citizen.

(b) Business Transactions. No City official or employee, on his or her own behalf or on behalf of another person, shall have any financial or other direct personal interest in any contractual or non-contractual business transaction with the City unless that official or employee shall first make full public disclosure of the nature of the interest prior to the approval of such transaction.

(c) Confidential Information. City officials and employees shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose nor divulge to an unauthorized person confidential information acquired in the course of their duties in advance of the time prescribed for its authorized release to the public without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

(d) Personal Opinion. A City official or employee shall not represent his or her personal opinion as that of the City.

(e) Appearance of Impropriety. An "appearance of impropriety" shall occur when an official or employee is involved in a decision concerning action of a City body which will affect an immediate family member, even if that official or employee derives no direct or indirect financial benefit from the action. An appearance of impropriety shall be fully disclosed on the official record to the City Council. After such disclosure, the official or employee may participate in the decision only if he or she has informed the City Council in advance that he or she will so participate.

(f) Use of City Property and Resources. An official or employee shall not use, or permit others to use, any property owned by the City for profit or personal convenience or benefit, except:

- (1) When available to the public generally, or to a class of residents, on the same terms and conditions;
- (2) When permitted by policies approved by the City Council; or
- (3) When, in the conduct of official business, used in a minor way for personal convenience.

(g) Gifts, Favors and Loans. Except as permitted by this section, no City official or employee shall intentionally solicit or accept any gift from any prohibited source or any gift that is otherwise prohibited by law or ordinance. This subsection shall not apply to the following:

- (1) Opportunities, benefits and services available on the same conditions as for the general public or to participants at any national, state or local conference or trade association meeting.
- (2) Anything for which the official or employee pays the fair market value.
- (3) Any contribution that is lawfully made under the Campaign Finance Laws of the State of Michigan.
- (4) A gift from a relative, meaning those people related to the individual by blood or marriage.
- (5) Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient and not because of the personal friendship.
- (6) Food or refreshments not exceeding one hundred dollars (\$100.00) per person in value on a single calendar day; provided that the food or refreshments are: (i) consumed on the premises from which they were purchased or prepared; or (ii) catered. For the purposes of this section, "catered" means food or refreshments that are purchased ready to consume which are delivered by any means.
- (7) Food, refreshments, lodging, transportation and other benefits received in connection with business, employment or other activities that are not connected to the official duties or employment of an official or employee); if the benefits have not been offered or enhanced because of the official position or employment of the official or employee and are customarily provided to others in similar circumstances.
- (8) Intra-governmental and inter-governmental gifts. For the purpose of this section, "intra-governmental gift" means any gift given to an official or employee from another official or employee of the City, and "intergovernmental gift" means any gift given to an official or employee by an official or employee of another governmental entity.
- (9) Bequests, inheritances and other transfers at death.
- (10) Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than one hundred dollars (\$100.00).

~~(h)~~ Respect for Process. City officials and employees shall perform their duties in accordance with the ~~processes and rules of order~~ Council Rules of Order and Procedure established by City Council governing

the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions by City staff.

(j)(h) Conduct of Public Meetings. City officials and employees participating in public meetings shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They shall refrain from interrupting other speakers, making comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings. Council shall make every effort to ask staff clarifying questions regarding items in the meeting packet prior to public meetings.

(j)(i) Nothing in this section shall negate or lessen any other standard, prohibition, or ethics requirement imposed on any City official or employee by any other law, ordinance or legal requirement. City officials and employees shall comply with federal, state and local laws in the performance of their public duty.

Sec. 4-4. - DISCLOSURE.

Whenever a City official or employee is required to recuse himself or herself under the requirements of this chapter, he or she:

- (a) Shall immediately refrain from participating further in the matter;
- (b) Shall promptly inform his or her superior, if any; and
- (c) Shall promptly file with the City Clerk a signed statement disclosing the reason for the recusal. The Clerk shall send copies of the statement to all of the members of the City Council, and the statement shall be attached to the minutes of its next meeting.

Sec. 4-5. - COMPLIANCE AND ENFORCEMENT.

(a) This Ethics Chapter for the City of Lathrup Village expresses standards of ethical conduct expected for the officials and employees of the City of Lathrup Village. City Council members themselves have the primary responsibility to assure that they understand and meet the ethical standards expressed in this code of ethics and that the public can continue to have full confidence in the integrity of government.

(b) Complaints alleging a violation of this chapter by an employee shall be filed with the City Administrator. The City Administrator shall investigate the complaint to establish whether a violation of this section occurred and any appropriate sanction that should be imposed. In cases where an employee is a member of a union, compliance with applicable union policies and procedures shall occur.

(c) Complaints alleging a violation of this section by any elected or appointed officials shall be filed with the City Administrator, who shall investigate the complaint. If the City Administrator has a reasonable belief that a violation of this section occurred, then he or she shall report the complaint and the initial investigation findings to the City Council.

(d) In addition to receiving complaints from the City Administrator, all City Council members shall have a responsibility to intervene when they learn of actions of another City Council member or other City official that appear to be in violation of the Ethics Ordinance. City Council members shall immediately report such actions and apparent violations to the City ~~A~~administrator who shall investigate the complaint. If the City Administrator has a reasonable belief that a violation of this section occurred, then he or she shall report the complaint and the initial investigation findings to the City Council.

(e) Upon acquiring reasonable suspicion of a violation of the Ethics Ordinance, by complaint or otherwise, the City Mayor shall set, or any two council members may require the setting of, a public hearing at a regular or special meeting of the City Council to determine whether a violation of the Ethics Ordinance occurred. The public hearing shall be conducted before a ~~3-7~~ member Ethics Board which shall render a decision in the matter. ~~The~~ Each Council member shall recommend one qualified elector for appointment to the Ethics Board. Each member serving on the Ethics Board shall serve for the length of the term of the Council member that recommended him or her. The City Administrator and City Attorney shall be additional members of the Ethics Board. ~~Mayor shall appoint the Board members, who shall be qualified electors of the City, after submission and consideration of applications.~~ Such appointments shall then be approved by a majority vote of City Council. In complaints alleging a violation of this chapter by a member of the Council, that member shall not take part in any proceedings related to the complaint as a City Council member.

(f) The City Council may impose sanctions on City officials whose conduct does not comply with the City's ethical standards as determined by the Ethics Board. A violation of this chapter by any City official may result in sanctions including, but not limited to, reprimand, formal censure, loss of committee assignment, and restrictions on budget or travel. This section shall not conflict with any City Charter provisions concerning misconduct in office and associated penalties, including removal of any officer of the city from office, as set forth in Sections 17.8 and 5.4 of the City Charter. In the event of any such conflict, the provisions of the City of Lathrup Village Charter shall supersede the provisions of this Chapter.

~~(f)~~(g) Any Council member or City Official under criminal investigation shall be placed on leave until the investigation is completed or dismissed.

Sec. 4-6 - IMPLEMENTATION.

As an expression of the standards of conduct for City officials and employees expected by the public, this code of ethics is intended to be both responsive to complaints and self-enforcing. It therefore becomes most effective when City officials and employees are thoroughly familiar with it and embrace its provisions. Therefore, ethical standards shall be included in the regular orientations for newly elected, appointed or hired City officials and employees. In addition, the City Council shall

annually review the code of ethics for the City of Lathrup Village.

Section 2. Repealer.

This Ordinance hereby repeals any ordinances in conflict herewith.

Section 3. Savings Clause.

That nothing in this Ordinance hereby adopted be construed to affect any just or legal right or remedy of any character nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 4. Severability.

The various parts, sections, and clauses of this Ordinance are declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected.

Section 5. Publication and Effective Date.

This ordinance shall be effective 10 days after publication. The City Clerk is hereby ordered and directed to cause this ordinance or a summary of this ordinance to be published in the manner required by law.

Section 6. Adoption.

That this ordinance was duly adopted by the City of Lathrup Village City Council at its regular meeting called and held on _____, 2022 and was ordered given publication in the manner required by law.

This ordinance shall be effective _____. The City Clerk is hereby ordered and directed to cause this ordinance or a summary of this ordinance to be published in the manner required by law.

CITY OF LATHRUP VILLAGE

, City Clerk

Date of Introduction: 2022
Date of Adoption: 2022
Date of Publication: 2022
Notice of Adoption: 2022

Effective Date: 2022

CERTIFICATE OF ADOPTION

I hereby certify that the foregoing is a true and complete copy of the ordinance passed at a meeting of the City of Lathrup Village held on the day of , 2022.

STANDING RESOLUTION NO. 22-_____

RE: COUNCIL RULES OF ORDER AND PROCEDURE

The Lathrup Village City Council meeting is dedicated to the premise that government has a responsibility to the residents of the City and to the media to conduct a well-organized and objective meeting and an obligation to keep them informed. Council meetings should be attractive, interesting and understandable to all in attendance with as much opportunity for audience participation as is possible. Accordingly, the following Rules of Order and Procedure are adopted:

1. Regular Council Meetings

The Council shall set a regular schedule for its meeting dates (February through January of the following year) as a part of the agenda at its organizational meeting (first meeting in January). The place and time of the meeting shall be decided by the Mayor and shall be included in the agenda calling for the meeting.

2. Special Meetings

According to Section 6.2 of the Charter, special meetings shall be called by the Clerk on the written request of the Mayor, the City Administrator or any two members of the Council on at least 24 hours written notice to each member of the Council, e-mail notice is sufficient; but a special meeting may be held on shorter notice if all members of the Council are present or have waived notice thereof in writing.

The City Clerk will also make a diligent effort to notify each member of the Council in person of each special session. At such a meeting only the matters in the notice shall be acted upon.

3. Recessed Meetings

Any session of the Council may be continued to another day but no such continuation shall be for a longer period than until the next regular meeting thereafter.

4. Study Meetings

A study meeting may be convened on call by the Mayor or by two or more members of the Council. All members of the Council must be notified of the time and place of the meeting as in Rule # 2. Attendance at study meetings and notices calling such meetings shall be in harmony with the provisions of the Michigan Open Meetings Act.

The call for the meeting may also invite such people as may be required for consultation and advice with respect to the matters under discussion. At a study meeting no formal votes may be taken on any matter under discussion nor shall any Council members enter into a commitment with another respecting a vote to be taken subsequently at a public meeting of the Council. All study meetings shall be called by the Mayor at regular Council meetings.

A brief confirmation of the time and date may be held at the meeting and all study meetings will be attempted to be held on Monday nights between regular Council dates.

5. Council Meeting Agenda

The agenda for all council and study meetings shall be prepared by the Mayor and/or Mayor Pro Tem with the assistance of the City Administrator. The City Clerk shall furnish a copy to each member of the Council, the City Administrator, the City Attorney, and all other citizens who are involved in the

meeting such as the Chairperson of Advisory Committees or other functions, on the Thursday evening of the week preceding the meeting. All reports, communications, ordinances, resolutions, contract documents or other materials to be submitted to the Council shall be delivered to the members of the Council, the City Administrator, and the City Attorney by the City Clerk as early as possible but no later than Thursday evening.

6. Official Reports

Wherever possible, reports by the City Administrator, City Attorney, Police Department, City Clerk, Advisory Boards and Committees will be made in writing to the Council, submitted prior to the meeting and listed on the agenda. Under such procedure, discussion at an open council meeting will be limited to general questions from the audience or the Council on the subject matter of these reports. Concluding action may be taken at this time. Items requiring action by request of the City Administrator or City Attorney will be listed as regular agenda items and, unless conditions make it impossible, will be submitted to members of the Council with the agenda for the meeting. Copies of other reports will be distributed to the Council for their information.

7. Correspondence

The City Administrator and the Mayor are delegated the responsibility of handling all correspondence. Under this system only those correspondence which necessarily requires Council decision on policy will be brought before the council meeting. Copies of other correspondence may be distributed to the Council for their information.

Correspondence received by all Council Members via email which require council decision on Policy shall be acknowledged and responded to by the Mayor within a reasonable time frame; the correspondence shall then be transmitted to the City Administrator for inclusion on the agenda of the next regular meeting.

Correspondence received by individual Council Members via email which require council decision on Policy shall be forwarded to the Mayor for acknowledgement and response within a reasonable time frame; the correspondence shall then be transmitted to the City Administrator for inclusion on the agenda of the next regular meeting.

Correspondence received by all Council Members via email which does not require council decision on Policy shall be acknowledged and responded to by the Mayor within a reasonable time frame; the correspondence shall then be transmitted to the City Administrator for follow-up and if necessary, action.

Correspondence received by individual Council Members via email which does not require council decision on Policy shall be acknowledged and responded to within a reasonable time frame; the correspondence shall then be transmitted to the City Administrator for follow-up and if necessary, action.

Correspondence from any Council Member to the City Administrator shall also cc the Mayor as part of that communication.

8. Attendance at Conferences

The selection of the City's representative at conferences and meetings with outside organizations and officials, where official designation is required, is delegated to the Mayor, with concurrence of Council if substantial expense is involved.

Newly elected officials shall be required to attend the 'Newly Electeds' training offered through the Michigan Municipal League within the first six (6) months of being sworn in.

9. Presiding Officer

The Mayor shall take the chair at the time appointed for the Council to meet and call the members to order. The Role will be noted by the Mayor and recorded by the Clerk for the minutes. The Mayor Pro Tern shall take the chair as presiding officer in the absence of the Mayor.

10. Temporary Chairperson

In case of absence of the Mayor and Mayor Pro-tern, the Clerk shall call the Council to order and call the roll. If a quorum is found to be present, the Clerk shall appoint a Chairperson to act until the Mayor or Mayor Pro Tem appears.

11. Council Privileges

The presiding officer may move, second, and debate from the chair, subject only to such limitations on debate as are by these rules imposed on all members and shall not be deprived of any of the rights and privileges of a Council member by reason of his/her acting as the presiding officer.

12. Decorum and Order

Meetings are to be formal with the enforcement of stringent rules for debate which will control the expenditure of valuable time. The presiding officer shall preserve decorum and decide all questions of order, subject to formal appeal to the Council as a whole.

Every person desiring to speak shall address the chair and shall wait to be recognized by the chair. They shall then confine himself/herself to the question under debate. Every Council member desiring to question the administrative staff shall address their questions to the City Administrator, who may either answer the inquiries or designate some member of staff for that purpose. A Council member, once recognized, shall not be interrupted while speaking unless a point of order is raised.

13. Quorum

The majority of the Council members elected shall constitute a quorum. In the case that a lesser number than a quorum shall convene at a regular or special meeting, the majority of the members present may send for any of all absent members by agreement. In the event a quorum cannot be obtained, the meeting must be adjourned. It is the duty of each Council member to notify the Mayor or Administrator if he/she cannot attend any Council meeting a minimum of 2 hours prior to the start of the meeting. A Council member who has provided timely notice shall be excused from attendance. A Council member that fails to provide timely notification shall not be excused. Any member of Council that fails to provide timely notice of absence may, at the next regular meeting, present an explanation of absence and if warranted may have their absence excused.

14. City Administrator

The City Administrator shall attend all meetings of the Council unless excused by the Mayor. He/she shall keep the Council fully advised as to the needs of the City and make recommendations to the Council; they may take part in discussions on all matters concerning the welfare of the City and shall have a seat but no vote in the council meetings.

15. City Clerk

The City Clerk shall be the Clerk for the City Council and shall attend all regular and special Council meetings unless excused by the Administrator, wherein the Administrator shall provide for the recording of minutes. The Clerk shall be responsible for keeping the minutes of the meetings and shall perform such other duties in the meeting as may be in order. Within one week after the meeting, the Clerk shall make available upon request a copy of the minutes of the preceding meeting. Each member shall be furnished a copy of the preceding meeting minutes no later than the next regular meeting.

16. City Attorney

The City Attorney shall attend all regular and special meetings of the Council unless excused by the Mayor. Any member of the Council may at any time call upon the City Attorney for an oral or written opinion concerning routine questions of law with respect to the City which do not require extensive research.

17. Right of Appeal

Any Council member may appeal to the full Council from a ruling of the Presiding Officer. If the appeal is seconded, the Presiding Officer shall immediately put the question of sustaining the decision of the chair to a vote.

18. Voting

Every Council member present when an ordinance or resolution is put to a vote shall vote, whether "yes" or "no", on a question during roll call. The only exception to this requirement for voting shall be in the case of a conflict of interest which shall preclude a Council member from voting.

19. Personal Privilege

The right of a Council member to address the Council on a question of personal privilege in cases where his integrity or motives are questioned, shall be given preference over other discussions. Any member shall have the right to express dissent against any ordinance or resolution of the Council and have the reason therefore entered upon the official minutes, and whenever possible shall present to the City Clerk his expression in written form for the official records.

20. Code of Ethics

City Council members occupy positions of public trust. All business transactions of such officials dealing in any manner with public funds, either directly or indirectly, must be subject to the scrutiny of public opinion both as to the legality and to the propriety of such transactions. Council members shall not have a pecuniary interest either directly or indirectly in contracts of any character with the City, unless fully and publicly dis-closed to the full Council and handled in accordance with proper legal procedures.

Council members shall conduct themselves so as to bring credit upon the City as a whole and so as to set an example of good ethical conduct for all citizens of the community. Council members shall bear in mind their responsibility to the entire electorate, shall refrain from actions benefiting special interest groups at the expense of the City as a whole, and shall do everything in their power to ensure equal and impartial law enforcement through- out the City at large.

Council members shall conduct themselves in accordance with City Charter and all ordinances of the City.

21. Order of Business

The business of all regular meetings of the Council shall be generally transacted in the following order at the discretion of the Mayor:

1. Call to Order
2. Roll Call of Council
3. Pledge of Allegiance

4. Approval of Agenda
5. Presentations
6. Public Comment for Agenda Items
7. Consent Agenda
 - a. Approval of Minutes
 - b. Approval of Disbursement Reports
 - c. Acceptance of Departmental Reports
 - d. Routine and non-controversial action request
8. Petitions
9. Public Hearings
10. Action Request
11. City Administrator's Report
12. City Attorney's Report
13. Reports of Boards, Commissions and Committees
14. New Business
15. Old Business
16. Correspondence
17. Public Comment
18. Mayor and Council Comments
19. Adjournment

22. Parliamentary Procedure

The conduct of Council meetings shall be in accordance with the manual on parliamentary procedures entitled "Roberts Rules of Order".

23. Permission to Address Council/ Public Comment Procedure

Persons other than members of the Council and City Officials shall be permitted to address the Council upon recognition by the presiding officer by introducing the subject upon which they desire to speak and stating their name. The presiding officer may limit participation by the general public to designated times-during the meeting.

24. State or Federal Cooperation - Procedure

All proposals for projects which contemplate cooperation with, or financial participation by, the State or Federal government, shall be transmitted to Council by the City Administrator. If a City Board or Commission desires to propose such a project, the proposal shall first be filed with the City Administrator. All proposals shall be in approved form and accompanied by proper plans and specifications conforming to the requirements of respective State or Federal governments. If the Council approves the proposal, it shall by resolution authorize the City Administrator to make an application to the proper authority.

25. Suspension of Rules

Any provisions of these rules not governed by the Charter or Code may be temporarily suspended at any meeting of the Council by the Presiding Officer unless objected to by any Council member. Such objection must then be sustained by majority vote of the Council.

The vote on any such suspension shall be taken by "yeas" and "nays" and entered upon the records.

26. To Amend Rules

These rules may be amended, or new rules adopted by a majority vote of all members of the Council. Any such alterations of or amendments to, shall be submitted in writing at the preceding regular meeting and shall be placed on the calendar under the order of new business. This requirement shall be waived only by unanimous consent, with a recorded vote of all members.

Adopted
Replaces CO 79-7122, CO 80-62, CO 82-273a, 85-117a

Susan Montenegro

From: Bruce Kantor
Sent: Friday, August 12, 2022 5:41 PM
To: Susan Montenegro
Cc: Scott Baker; Kelly Garrett
Subject: Re: Ethics Ordinance Comments

One other thing that I thought of to add to the council procedures and policies document is that all new first-time council members must attend the MML new council training course or the equivalent.

Thanks!

Bruce

Bruce Kantor
Mayor Pro Tem
Lathrup Village, Michigan

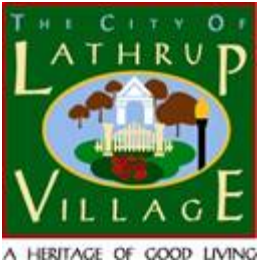
Phone: 284-557-2600, ext 286

From: Susan Montenegro <smontenegro@lathrupvillage.org>
Sent: Friday, August 12, 2022 2:09 PM
To: Bruce Kantor <bkantor@lathrupvillage.org>
Cc: Scott Baker <sbaker@bakerelowsky.com>; Kelly Garrett <kgarrett@lathrupvillage.org>
Subject: RE: Ethics Ordinance Comments

Thanks for your thoughts on this! I'll compile what I receive from everyone else to discuss at the next go-round!

Best,

Susan



Susan Montenegro
(She/Her/Hers)
City Administrator
City of Lathrup Village
27400 Southfield Road | Lathrup Village, MI 48076
smontenegro@lathrupvillage.org
Office: 248.557.2600 x 225 | Cell: 248.520.0620
www.lathrupvillage.org

From: Bruce Kantor <bkantor@lathrupvillage.org>
Sent: Wednesday, August 10, 2022 8:25 PM
To: Susan Montenegro <smontenegro@lathrupvillage.org>
Cc: Scott Baker <sbaker@bakerelowsky.com>; Kelly Garrett <kgarrett@lathrupvillage.org>
Subject: Ethics Ordinance Comments

Sue,

Here are my comments on the Ethics Ordinance and Rules/Procedures documents:

Ethics Ordinance:

General Comments:

- I think the draft is missing specific language that identifies abusive, bullying behavior as an ethics violation. I think of examples of what Susie Stec has gone through over the last six months, which are clear ethical violations. However, I really do not see anything in the ordinance that really addresses this kind of behavior. It may be there in the subtext, but I think it needs to be spelled out specifically.
- I also do not see any reference noting the failure to adhere to the Charter as an ethics violation. For example, if a council member repeatedly violates the Charter clause that provides separation between council and staff, that should be included as an ethics violation (e.g., directing a staff member directly . . . like telling the Code Enforcer to go investigate something, telling a DPW worker to go fix something or to cease working, etc.)

Comments by section:

4-3 (e): Should this be expanded beyond "immediate family member" to include people like friends, associates, the council member themselves, etc?

4-3 (h): Is this the portion of the ordinance that is referring to the Council Rules of Order and Procedures document? I believe it is. I think the document name should be called out specifically in the ordinance. I believe I brought this up at the working session, but it is not reflected in the latest update.

4-5 (c): Period is missing after the first sentence.

4-5 (e): I think the make-up of the board should be 5 residents not 3. A three-person board seems too small and provides too much power to too few individuals. I still like the idea of a five-person board consisting of 3 residents and two "city" people like the City Administrator and City Attorney, or something to that affect. This way there are lay-people as well as experts on the board. I am guessing, based on Barb's comments on Monday, that this will get further discussion at our next meeting.

4-5 (f): The potential sanctions listed will not act as a deterrent in the least-- they are barely even a slap. The City Charter only references that a sitting council member may be removed if felony occurs. Obviously, this ethics ordinance cannot override what is in the Charter. However, the Charter is silent on suspensions, and therefore, I think a reasonable suspension (e.g. up to a month) should be added to the list of potential sanctions in the ethics ordinance.

Council Rules of Order and Procedure:

- I am not sure who wrote this initially, but I have never seen dashes used like this before. There are a couple dozen instances where a dash is randomly inserted randomly in-between syllables. It would be great if that could be cleaned up!
- Item 7: In the second and fourth paragraph, add the word "only" between "responded to" and "by the mayor."

- Add a rule at the end of Item 7 indicating that council correspondence with the City Administrator should cc the mayor.

That is all I have. I look forward to a spirited discussion of this at the next meeting!

Bruce

Bruce Kantor
Mayor Pro Tem
Lathrup Village, Michigan

Phone: 284-557-2600, ext 286

From: [Barbara Kenez](#)
To: [Susan Montenegro](#)
Subject: Re: Draft ethics ordinance request
Date: Saturday, September 10, 2022 8:58:30 AM
Attachments: [Code of Ethics 06092021.pdf](#)

I sent a request to Scott to prepare a simple, fresh, and clean draft. Sadly, this process has run amok with suggestions and mandates that have turned a simple ethics ordinance into a suspicious witch hunt.

Is it ethical for the wife of a sitting city council member to attend a meeting with the sole purpose of devising a plan to remove a fellow council member? I can assure you my husband, my family, and my friends have attended, nor would they attend any such meeting. This alone is reason enough for me to find this whole agenda suspect.

I spent hours combing municipality websites looking for a reasonable code of ethics, one not sullied with intent and compulsion. Until and unless we start anew, this will remain, in my heart and mind, an unethical attempt to remove a fellow council member.

Regards,
Barb

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From: Susan Montenegro <smontenegro@lathrupvillage.org>
Sent: Thursday, September 1, 2022 3:10:02 PM
To: Kelly Garrett <kgarrett@lathrupvillage.org>; Bruce Kantor <bkantor@lathrupvillage.org>; Jalen Jennings <Jjennings@lathrupvillage.org>; Barbara Kenez <Bkenez@lathrupvillage.org>; Karen L. Miller <Kmillier@lathrupvillage.org>
Subject: Draft ethics ordinance request

Hello All,

In preparation for the September 12th Study Session, I am circling back to the ethics ordinance and my request for input from Council. A copy of the draft ethics ordinance is attached for your review. Please take a look and provide your comments on things you like, don't like, changes you'd implement, or additional language you'd like added.

As always, feel free to reach out with any questions, comments or concerns you might have.

Best,

Susan

Susan Montenegro
(She/Her/Hers)
City Administrator
City of Lathrup Village
27400 Southfield Road | Lathrup Village, MI 48076



smontenegro@lathrupvillage.org
Office: 248.557.2600 x 225 | Cell: 248.520.0620
www.lathrupvillage.org



CHARTER TOWNSHIP OF NORTHVILLE

Subject: Code of Ethics	Policy: 5.1.002	Pages: 6
Standards: General Policy	Effective date: 10/31/2007	Revised date: 06/09/2021

I. PURPOSE

All employees and public officers must avoid conflicts between their private interests and those of the public whom they service. To enhance the faith of the people and the integrity and impartiality of all employees and public officers, it is necessary to provide practical guidelines for ethical decision-making and ethical behavior from employees and public officers responsible to the citizens of Northville Township. The decision and actions of all employees and public officers should be in the best interest of the Township and be free from the influence of outside or conflicting interests.

II. POLICY STATEMENT

Public office is a public trust. Any democracy requires public confidence in the integrity of the government. Persons in public service must recognize that a moral commitment to do the right thing is required. Characteristics of honesty, loyalty, fairness, promise keeping, accountability, respect for others, and integrity do not depend on one's situation. They are behaviors expected by/of the employees and public officers at all times.

Employees and public officers must avoid any action, whether or not specifically prohibited below, that might result in, or create the appearance of:

- a. Using public employment or office for private gain,
- b. Giving or accepting preferential treatment to or from any organization or person,
- c. Losing independence or impartiality of action,
- d. Making a Township decision, or giving the impression that a Township decision has been made, outside official channels,
- e. Affecting adversely the confidence of the public or integrity of the Township government, or
- f. Giving or accepting preferential treatment in the use of Township property.

These standards are intended to be primarily preventative, although violations may be sanctioned as set forth below and as permitted by law or otherwise. These standards shall not be construed to interfere with or abrogate in any way the provisions of any state or federal statutes. These standards are not intended to prevent any employee or public

officer from receiving compensation for work performed on his or her own time as a private citizen and not involving Township business. These standards are not intended to apply to contributions to political campaigns which are governed by state law.

III. SCOPE

All Township representatives – elected, appointed, or otherwise employed in any capacity with the Township in any positions that are established by the Township and that involves the exercise of public power, trust, or duty. This includes any official or employee of the Township, whether or not they receive compensation, including persons who serve on advisory boards and commissions.

IV. DEFINITIONS

- A. Conflict of interest – a situation that occurs when one is in a position of moral obligation that is at variance with personal interest.
- B. Employee – all full and part-time persons who are compensated for their services by the Township. Independent contractors (1099 status) are not subject to these policies.
- C. Customer – an individual, corporation, or other business entity, who has submitted an application, sought approval, requested permits, is subject to review by a Township Board or Commission, or otherwise seeks or requests services from the Township, including those typically provided by governmental entity or other services provided by the Township or its employees.
- D. Confidential information – information which has been obtained in the course of service with the Township or in fulfilling the duties of one's office with the Township. Such information being unknown or unavailable to members of the public and has been obtained on the basis of a promise of confidentiality which is required to be held confidential by law, or regulation, or which the employee or officer has been instructed is being held confidentially. It does not include information required to be disclosed by law.
- E. Financial interest – is defined as:
 - i. Any interest as a proprietor or partner in an organization that is not a corporation; or,
 - ii. The ownership of or right to acquire stock or bonds in an amount in excess of 1% of the total stock or bonds of the same class of such organization that is a corporation (whether or not publicly owned); or,
 - iii. Any interest in the form of a loan, advance, or financial arrangement in an amount greater than 1% of the combined capital or debt of such organization that is a corporation (whether or not publicly owned); or,
 - iv. Any employment full or part-time.

- F. Governmental decision – a determination, action, vote, or disposition upon a motion, proposal, recommendation, resolution, ordinance, or measure on which a vote by the members of a legislative or governing body of the Township is required and by which the Township formulates or effectuates public policy. A governmental decision shall also include actions, approvals, or decisions made by governmental employees in the ordinary course of Township business such as issuing permits, approvals, or providing other services ordinarily offered by the Township or other governmental entities.
- G. Immediate family – a spouse, child/children (including in-law and step), parents (including in-law and step), siblings (including in-law and step), individual claimed by that individual or individual's spouse as a dependent under the internal revenue code, or an individual or other persons in the same household.
- H. Public Officer – an elected official of the Township or a person appointed to a Township board or commission.
- I. Public Record – any information in the Township records that is legally determined to the public.
- J. Township – The Charter Township of Northville, including its boards, commissions, departments, and divisions.
- K. Unethical conduct – a violation of the standards set forth in this Code of Ethics Policy.

V. GENERAL STANDARDS

- A. Confidential Information: An employee or public officer shall not divulge confidential information acquired in the course of employment to an unauthorized person prior to the time authorized for its release to the public.
- B. Representations: An employee or public officer shall not represent his or her personal opinion as that of the Township.
- C. Township Resources: An employee or public officer shall refrain from intentionally using their respective Township office or position for personal gain or benefit. An employee or public officer shall use Township resources, property, and funds under their official care and control in accordance with constitutional, statutory, and regulatory procedures and not for personal gain or benefit.
- D. Gratuities: An employee or public officer shall not solicit or receive a gift or loan of money, goods, services, or other thing of value from persons seeking or receiving benefits from the Township or performing services under contract to the Township or otherwise in a position to benefit from employee or public officer action.

An employee or public officer may accept gifts or favors from an organization that does or seeks to do business with the Township if the gift or favor falls into one of the three categories listed below.

- i. Gifts of nominal value and involving normal sales promotion, advertising, or publicity.
- ii. Appropriate and infrequent social amenities, including but not limited to lunch, flowers, candy, fruit baskets, etc., of nominal value provided there is no compromise of sound business principles in the relationship.
- iii. Freely offered gifts provided they do not exceed a value of \$100, and admission to events if more than \$100 to which they are invited in their official, representative capacity of the Township, provided this be made a matter of public record at a regular meeting of the Board of Trustees. The Township Manager will maintain a record of such disclosure.

E. Profit from Position: Subject to the provisions of these policies, an employee or public officer shall not engage in a business transaction in which the employee or public officer or their immediate family member profit from his or her official position or authority or benefit financially from confidential information which the employee or public officer has obtained by reason of that position or authority.

VI. STANDARDS RELATED TO FINANCIAL INTEREST IN CONTRACT, PURCHASE, OR EMPLOYMENT

- A. An employee or public officer shall not engage in or accept employment or render services for a private or public interest when that employment or service is incompatible or in conflict with the discharge of the employee's or public officer's official duties on behalf of the Township or when that employment may tend to impair his or her independence of judgment or action in the performance of official duties.
- B. An employee or public officer shall not, with respect to transactions on behalf of the Township, participate in negotiation or execution of contracts, making of loans, granting of subsidies, fixing of rates, issuance of permits or certificates, approving of uses, or other regulations or supervision relating to a business entity in which the employee or public officer or immediate family has any financial interest.
- C. An employee or public officer shall not be a party, directly or indirectly, to any contract between himself/herself and the Township, except as provided by State law.
- D. An employee or public officer shall not directly or indirectly solicit any contract between the township and:
 - i. Himself or herself; or,

- ii. Any firm (meaning a co-partnership or other unincorporated association) of which he or she is a partner, member, or employee, or has a relationship to; or,
- iii. Any private corporation in which he or she is a stockholder owning more than 1% of total outstanding stock of any class where such stock is listed on a stock exchange or stock with a present total market value in excess of \$25,000 where such stock is listed on a stock exchange or of which he or she is a director, officer, or employee; or,
- iv. Any trust of which he or she is a beneficiary of trustee.

Nor shall he or she take part in the negotiations for such a contract or the renegotiations thereof or amendment thereto or in the approval thereof; nor shall he or she represent either party in the transactions, except as provided by State law.

VII. REQUIRED DISCLOSURES AND VOTING

- A. An employee, public officer, or appointee shall promptly disclose any contractual, financial, political support, business, or employment interest he/she or immediate family may have in the governmental decision and the disclosure will be made part of the public record of the official action of the governmental decision. A public officer should disclose even the appearance of a conflict of interest that should remain.
- B. Whenever a consulting firm is employed, either directly or indirectly by the Township, the principals of that firm shall be required to disclose a financial interest of 1% or greater in another firm they know to be doing business with the Township. Any disclosures are not intended to prohibit that firm from providing services. These disclosures are intended to make the Township aware of any potential conflicts of interest.
- C. If a conflict is disclosed, the public officer will remove himself/herself from the meeting room until the issue is resolved. This section shall not prevent a public officer from making or participating in making a governmental decision to the extent that the public officer's participation is required by law. Statements of disclosure or conflict shall not be used as a mechanism to prevent a governmental decision from being made.

VIII. ENFORCEMENT

- A. A Board of Ethics shall serve as the body for the purpose of interpreting and enforcing this Code of Ethics Policy for Public Officers and the Township Manager.
 - i. The Township Board of Trustees shall be responsible for imposing any sanction for a violation of the Code of Ethics Policy on a public officer or the Township Manager, based on the opinion of the Board of Ethics.

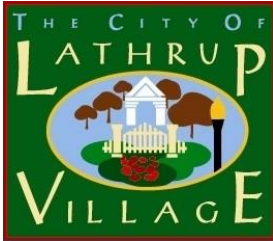
- ii. If any disciplinary action is recommended by the Board of Ethics, including removal of a public officer, the Township shall follow the requirements for removal of public official established by the laws of the State of Michigan.
- B. The Township Manager shall interpret and enforce this Code of Ethics Policy for all Township employees.
 - i. The Township Manager shall have sole discretion to take appropriate action to enforce the Code of Ethics Policy including but not limited to reprimand, suspension, termination, or other discipline deemed appropriate under the circumstances.

IX. ETHICS POLICY AFFIDAVIT.

Upon being elected or appointed, and annually thereafter, each public officer shall sign and date an Ethics Policy Affidavit in which he or she states:

***“I have read, understood, and agree to abide by the Code of Ethics Policy for the Charter Township of Northville.
To the best of my knowledge, I am not in conflict with any of its provisions”.***

The Clerk maintains the Ethics Policy Affidavits for all Public Officials.



Susan Montenegro

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smontenegro@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FROM: Susan Montenegro, City Administrator

DATE: September 26, 2022

RE: Proposal for Professional Services – Water Loss Investigation Phase II

The City of Lathrup Village has been experiencing a significant water loss of around 40% at a cost of approximately \$400,000 of lost revenue each year. Costs of purchasing water has stayed the same during the same period.

Following the previous phase of the water loss investigation, OHM has identified four possible causes for the water loss as listed in their attached letter. OHM recommends pilot testing the water meter using a clamp on meter to determine if the meter is accurately measuring, performing data analysis of the results, and providing a written technical memorandum of those findings at a cost not to exceed \$10,000.

SW Controls will install the portable clamp on meter downstream of the existing meter as well as remove when the testing is complete. Costs associated with SW Controls labor or rentals is not included and is an additional cost of \$1,700 that the City of Lathrup Village will need to pay to SW Controls directly.

OHM asks the City of Lathrup Village to provide a single point of contact to OHM Advisors and that Lathrup Village and SOCWA will provide OHM with the necessary data to perform the analysis.

Suggested Motion:

To approve the Proposal for Professional Services with OHM Advisors to perform Water Loss Investigation Phase II, authorize city administrator Montenegro to sign the proposal, and authorize payment not to exceed \$10,000 to OHM Advisors and \$1,700 to SW Controls for this project.



July 29, 2022

Susan Montenegro
City Administrator
Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076

RE: Proposal for Professional Services
Water Loss Investigation Phase II

Dear Ms. Montenegro:

Thank you for contacting OHM Advisors (OHM) to provide professional services to Lathrup Village (Village) for Phase II of the Water Loss Investigation project. We have prepared this letter proposal based on our discussion with you and Bruce Kantor on 6/15/2022. This proposal represents our understanding of the project, scope of services, schedule, and compensation.

Statement of Understanding

We understand the Village is experiencing unacceptable water loss of around 40%. According to the Village, this water loss is resulting in approximately \$400,000 in lost revenue annually. The Village receives their water from the Southeastern Oakland County Water Authority (SOCWA) through a single meter connection. The Village noted that water purchased from SOCWA has stayed roughly the same over the past several years.

In the previous phase of the water loss investigation, OHM identified and investigated four potential causes for the water loss:

1. An oversized or inaccurately calibrated meter
2. An open emergency connection or unknown cross connection
3. Unknown water main break(s)
4. Inaccurate customer meter readings

The investigation revealed that the meter is oversized for Lathrup Village's normal domestic demand and potentially the reason for the inflated water loss. OHM recommends pilot testing this meter with a clam on meter to determine if the existing meter is the reason for the inflated water loss. If the meter does not appear to be the source of water loss, we recommend examining potentially open emergency connections and/or cross connections between the Village and the City of Southfield. Finally, if neither the meter nor connections appear to be the cause of water loss, we recommend contracting with ASTERRA to perform analysis on their system to help identify any unknown water main breaks through satellite imagery.

This proposal will focus on pilot testing the existing meter. If the pilot testing reveals the existing meter is accurately recording flows, then OHM will contract with the Village, at the Village's request, to investigate potential open emergency connections.



Scope of Services

Our Scope of Services includes the tasks required to pilot test the existing meter and identify if this is the source of the water loss. Specific tasks to complete this project are as follows:

Task 1: Meter Pilot Testing Coordination with SW Controls

As part of this Task, OHM will coordinate with SW Controls to install a portable clamp on meter downstream of the existing meter. Specific task items include:

- a. Organize installation of clamp on meter with SW Controls, SOCWA, and the Village
- b. Facilitate installation and removal of clamp on meter with SW Controls, SOCWA, and the Village

Task 2: Data Analysis

As part of this Task, OHM will analyze and compare the flow data from the portable clamp on meter and existing meter.

- a. Contact SOCWA and request flow data at existing meter from pilot test duration.
- b. Contact SW Controls for flow data from clamp on meter from pilot test duration.
- c. Analyze and compare flow data between the two meters.

Task 3: Technical Memorandum

As part of this task, a technical memorandum will be generated which will document the findings, results, and recommendations for next steps.

Additional As-Needed Services

Additional as-needed items may arise during the analysis which were not anticipated at the time this proposal was prepared. These efforts will not be completed until written authorization has been provided by the Village agreeing to the extra work and the needed budget to complete those tasks.

Schedule

The following table outlines the task durations for major project milestones:

TASK	TASK DURATION
Task 1 – Meter Pilot Testing	August
Task 2 – Data Analysis	September
Task 3 – Technical Memorandum	September

We are prepared to commence work on this project within two weeks upon receipt of your written authorization to proceed.

Compensation

OHM Advisors has limited our work effort to perform an investigation of the existing meter. The total fee for this proposal includes cost recovery from the work performed as part of Phase 1. The work will be billed on an hourly basis in accordance with our 2022 public rate schedule (attached). The total not to exceed fee is \$10,000. The following is an approximate breakdown of the work by main task:



Task 1 – Meter Pilot Testing	\$ 3,100
Task 2 – Data Analysis	\$ 2,600
Task 3 – Technical Memorandum	\$ 1,300
Total (Task 1 – 3)	\$ 7,000
Phase I Cost Recovery	\$ 3,000
Total Fee:	\$ 10,000

Clarifications and Assumptions

Our Proposal was prepared based on the following assumptions:

- ▶ If additional labor effort or change in schedule is required, OHM Advisors will negotiate an amendment with the Village. OHM Advisors will not proceed with additional services without written authorization to proceed from the Village.
- ▶ Costs associated with SW Controls labor or rentals is not included in the total fee. This is an additional \$1,700 that the Village will need to pay SW Controls directly.

Client Responsibilities

- ▶ The Village will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- ▶ The Village/SOCWA will provide OHM Advisors with the data necessary to perform the analysis described in the scope of services. Data provided will be in an electronic format compatible with Microsoft Excel.

Authorization and Acceptance

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this Proposal, the Terms & Conditions and the other attachments will form our agreement.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. If you have any questions or comments, please contact me at vicki.putala@ohm-advisors.com or 248-408-6653.

Sincerely,
OHM Advisors

Acceptance
Lathrup Village

Vicki M. Putala, PE 7/29/2022

Susan Montenegro, City Administrator Date

Attachments: Standard Terms and Conditions
Standard Rate Schedule

TERMS & CONDITIONS

1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS 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 CLIENT each month for services performed during the preceding period. CLIENT 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 ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **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.
11. **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 of such provisions.
12. **GOVERNING LAW.** The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the 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 ADVISORS 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.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM

ADVISORS may, at its sole option and without liability, suspend or terminate its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.

22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

Item 2B.



OHM ADVISORS 2022 HOURLY RATE SCHEDULE

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$188.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$170.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$155.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$145.00
Project Specialist II	\$160.00
Project Specialist I	\$130.00
Graduate Engineer IV	\$145.00
Graduate Engineer III	\$140.00
Graduate Engineer II	\$135.00
Graduate Engineer I	\$125.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$138.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$115.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$105.00
Technician IV	\$143.00
Technician III	\$125.00
Technician II	\$108.00
Technician I	\$87.00
Engineering / Architectural / Interior Design Aide	\$70.00
Professional Surveyor III	\$162.00
Professional Surveyor II	\$150.00
Professional Surveyor I	\$135.00
Graduate Surveyor	\$120.00
Surveyor III	\$120.00
Surveyor II	\$110.00
Surveyor I	\$90.00
Surveyor Aide	\$70.00
Planner IV	\$160.00
Planner III	\$144.00
Planner II	\$120.00
Planner I	\$105.00
Planner Aide	\$70.00
Graphic Designer	\$110.00
Administrative Support	\$80.00
Clerical Aide	\$68.00
Principal	\$215.00
Sr. Associate	\$198.00
Associate	\$187.00

Rates as reflected subject to review and adjustment on an annual basis.
2022 Public Rates 21 -1122



Date: July 13,2022

Quotation Number: 07132022-01

Requested By: OHM Advisors
Attention to: Ms. Susan Knepper
Address:

Payment Terms: Net 30 Days
Quote Validity: 60 Days

City, State & Zip:
Phone:
E-Mail:

Shipping Lead time: As Required
FOB Point: N/A
Freight Charges: N/A
Taxes: Not Included
Terms & Conditions: Per attached FCx General
Terms & Conditions

Reference: Southfield Meter Vault
11 Mile and Santa Barbara

We are pleased to quote the following flow testing services

SW Controls, Inc. installation and rental of clamp on flowmeter.

Rental of Flowmeter not to exceed one week

	Quantity	Unit Price	Total Price
(1) Flexim F601 portable with type K transducers	1	\$800.00	\$800.00
SW Controls installation and removal of Flexim rental meter. This is two men, two trips to the site to install and then remove Flexim flowmeter. Price includes travel time and mileage.	1	\$1,700.00	\$1,700.00

SW Controls will supply confined space entry equipment.

Please make order to:
SW Controls, Inc.

Clarifications:
Items not listed to be furnished by others.
Proposal does not include installation or on-site services unless noted.

Please let me know if you have any questions.

Thank You,

Peter J. Howard

SW Controls Div. FCx Performance
734-904-6390 Cell
phoward@swcontrols.net