



Regular City Council Meeting
7:00 p.m., Monday, May 4, 2026
Conference Room
23600 Liberty Street
Farmington, MI 48335

REGULAR MEETING AGENDA

- 1. Roll Call**
- 2. Approval of Agenda**
- 3. Public Comment**
- 4. Presentation: DTE Update**
- 5. Special Event Application: Farmington Founders Festival**
- 6. Professional Services Agreement extension with Plante & Moran, PLLC, for audit services**
- 7. First Reading of Amendment to the Farmington Code of Ordinances, amending Chapter 17, Article II, Section 17-28 to provide for alternate members of the Historical Commission**
- 8. Other Business**
- 9. Public Comment**
- 10. Council Comment**
- 11. Adjournment**

The City will follow its normal procedures for accommodation of persons with disabilities. Those individuals needing accommodations for effective participation in this meeting should contact the City Clerk (248) 474-5500, ext. 2218 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

Farmington City Council Agenda Item	Council Meeting Date: May 4, 2026	Item Number 5
Submitted by: Founders Festival Committee		
<u>Agenda Topic</u> 2026 Founders Festival		
<u>Proposed Motion</u> Move to adopt resolution approving the 2026 Founders Festival which includes approving event locations, authorizing road closures and application for temporary liquor licenses.		
<u>Background</u> Farmington Founders Festival is an annual event. The 2026 event will be July 16-18.		
<u>Materials Attached</u> Special Events Application		

RESOLUTION NO. XX-XX-XXX

RESOLUTION

A RESOLUTION OF THE FARMINGTON CITY COUNCIL APPROVING JAG ENTERTAINMENTS' *FARMINGTON FOUNDERS FESTIVAL FOR 2026* WHICH INCLUDES DATES, TIMES, LOCATIONS, AUTHORIZATION FOR ROAD CLOSURES, AND AUTHORIZATION TO APPLY FOR A TEMPORARY LIQUOR LICENSE.

WHEREAS, JAG Entertainment has prepared for the 2026 Farmington Founders Festival; and

WHEREAS, the proposed event will require authorization from the City Council to close roads and parking lots for certain events and to authorize JAG Entertainment to apply for a temporary liquor license.

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby approves JAG Entertainments' request to hold the 2026 Greater Farmington Founders Festival with the following conditions:

1. **Days:** Thursday, July 16 - Saturday, July 18
2. **Hours of Operation:**
 - July 16: 5 p.m. – midnight
 - July 17: 10 a.m. – midnight
 - July 18: 8 a.m. – midnight
3. **Location:** Beginning July 16 through July 18
 - a. Fresh Thyme Parking Lot
 - b. Riley Park
 - c. Farmington Road
 - d. Farmington Insurance Parking Lot
 - e. Grand River Ave for parade only
4. **Temporary Liquor Licenses:** Authorize a nonprofit organization to apply for a temporary liquor licenses July 16 thru July 18, 2026 for the Beer Tent.
5. **Other Authorizations**
 - a. Authorize the Department of Public Safety to apply for the permit necessary to close Grand River Avenue from 7 a.m. until 1 p.m. on Saturday, July 18 for the purpose of conducting parade activities and the Color Run.
 - b. Hold the State of Michigan Department of Transportation harmless for liability, which may result in the closing of Grand River and authorize City departments to provide the service required for the Farmington Founders Festival.

RESULT: APPROVED [UNANIMOUS]

MOVER:

SECONDER:

AYES:

ABSENT:

I, Meaghan Bachman, duly authorized City Clerk for the City of Farmington do hereby certify that the foregoing is a true and correct copy of a motion adopted by the Farmington City Council at a regular meeting held on Monday, May 4, 2026 in the City of Farmington, Oakland County, Michigan.

Meaghan Bachman, City Clerk

Event Name Farmington Founders Festival

CITY USE ONLY
Approval Needed:
<input type="checkbox"/> City Manager
<input type="checkbox"/> City Council
<input type="checkbox"/> Approved
<input type="checkbox"/> Denied



City of Farmington Special Event Application

This application is for all events in Riley Park and any other event in the City of Farmington that will bring in more than 25 people. Complete this application in accordance with the city of Farmington's Special Events Policy and return it to the City Manager's Office at least 30 days prior to the starting date of the event. If your event is approved, you will receive a written confirmation of approval.

Park fees are \$100 for residents and \$200 for non-residents.

Event Name Farmington Founders Festival

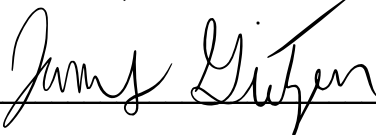
CERTIFICATION AND SIGNATURE: I understand and agree on behalf of myself or the sponsoring organization, the following:

- a. For public events, a certificate of insurance and endorsement must be provided naming the City of Farmington as additional insured. See Parks Reservation, Facility Use, and Special Events Policy, page 19, item J, for specific requirements and limits.
- b. If the event includes solicitation by workers standing in street intersections, the required safety precautions will be maintained at all times in accordance with the Department of Public Safety. Reference the Parks Reservation, Facility Use, and Special Events Policy, page 20, item K.
- c. All food vendors must be approved by the Oakland County Health Department and follow all required health regulations. Each food vendor must provide the City with a Certificate of Insurance as well as an endorsement naming the City of Farmington as additional insured. Form CG 20 26 or its equivalent is recommended. See Parks Reservation, Facility Use, and Special Events Policy, page 20, item M for more details.
- d. The approval of this special event may include additional requirements and/or limitations based on the city's review of this application, and in accordance with the city's Parks Reservation, Facility Use, and Special Events Policy. The event will be operated in conformance with the written confirmation of approval. See Parks Reservation, Facility Use, and Special Events Policy, page 21, item Q.
- e. The sponsoring organization may provide a security deposit for the estimated fees as may be required by the city and will promptly pay any billing for city services which may be rendered. See Parks Reservation, Facility Use, and Special Events Policy, page 17, items E and F.

To the fullest extent permitted by law, the individual or sponsoring organization assume(s) all risks and agrees to defend, pay on behalf of, indemnify, and hold harmless, the City of Farmington, including all of its elected and appointed officials, all employees and volunteers, against any and all claims, demands, suits, or loss, including all costs connected therewith, including but not limited to attorney fees, and for any damages which maybe asserted, claimed, or recovered against or from the City of Farmington, by reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof, which arise out of your actions during this event.

As the duly authorized individual or agent of the sponsoring organization, I hereby apply for approval of this special event, affirm the above understandings, and agree that I (or the sponsoring organization) will comply with the city's Parks Reservation, Facility Use, and Special Events Policy, the terms of the Written Confirmation of Approval and all other city requirements, ordinances and other laws which apply to this special event.

04-13-2026
Date


Signature

RETURN THIS APPLICATION AT LEAST THIRTY (30) DAYS PRIOR TO THE FIRST DAY OF THE EVENT TO:

City Manager's Office
23600 Liberty Street
Farmington, MI 48336

Phone: 248-474 5500, ext. 2221

Failure to provide the above items shall result in cancellation of the event. The city shall not be liable for any cost incurred.

Sponsoring Individual/Organization's Name: JAG Entertainmnet

Individual/Organization Phone: 248-817-8836

Individual/Organization Address: 40480 Grand River Ave, Suite H, Novi, MI 48375

Organization's Contact: James Gietzen Phone: 248-817-8836

Contact's Title: President E-mail: James@myjagentertainment.com

Address: 40480 Grand River Ave, Suite H, Novi, MI 48375

Event Name: Farmington Founders Festival

- Type of Event:
- | | |
|---|--|
| <input type="radio"/> Sponsored/City Operated | <input checked="" type="radio"/> Co-Sponsored (all parties must provide info and sign application) |
| <input type="radio"/> Non-Profit | <input type="radio"/> For Profit |
| <input type="radio"/> Political or Ballot Issue | <input type="radio"/> Wedding |
| <input type="radio"/> Video or Film Production | <input type="radio"/> Running Event |
| <input type="radio"/> Block Party | <input type="radio"/> Other (describe) |

This years event will feature live music, food vendors, beer garden, family activities, artisan vendors, and community organizations.

Riley Park Permit Fee:

\$100 residents/\$200 non-residents

Event Purpose: Community festival featuring live entertainment, food vendors, family activities, and local business participation in Downtown Farmington.

Event Dates: July 16, 17 and 18th 2026

Event Times: July 16 5pm to Midnight July 17th 10am to Midnight July 18th 8am to Midnight

Event Location: Downtown Farmington Area

Number of People Expected: 50000

Contact Person on Day of Event: James Gietzen

Phone: 248-817-8836

Email James@myjagentertainment.com

Estimated Time of Setup: Wednesday July 15 9am

Estimated Time of Cleanup: Sunday July 19th

Crowd Control Plans:

Beer tent area: Fence and security contractor will be onsite to provide security
Festival area: Security Contractor will have roaming team members
Farmington Police: TBD per public safety director.

Sidewalk use? YES NO

If yes, describe sidewalk use:

Stores in the downtown area may do sidewalk sales

Reserved Parking: Are you requesting exempt Parking? (See Policy Section 5)

YES NO

If yes, list the lots or locations where parking is requested:

Parking lot behind fresh time for Vendor parking

Will street closures be necessary? YES NO

If yes, describe street closures, include time of closure and re-open:

Farmington Road - July 16th 9am to July 18th midnight.
Fresh Time parking lot - July 15 to Sunday July 19th afternoon.
Farmington Insurance Parking lot - July 16th 9am to July 18th 11:59pm.
Grand River/Parade Route - July 18th am.
5k See attached map - July 18th am.

Will music be provided? YES NO

If yes, describe amplification and proposed location of band, speakers, equipment, etc.:

Live music will be featured in two locations. The primary stage will be located in the Fresh Thyme parking lot within the beer tent area, with sound provided by a professional audio production company. A second performance area will be located at Riley Park and will feature family friendly and children's entertainment.

Will electricity be needed for the event? YES NO

Will the following be constructed or located in event area?

Booths	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Quantity: <input type="text" value="75 -100"/>
Tents/Canopies	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Quantity: <input type="text" value="3"/>
Rides	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Quantity: <input type="text" value="3"/>
Tables	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Quantity: <input type="text" value="100"/>
Portable Toilets	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Quantity: <input type="text" value="30"/>
Inflatables	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Quantity: <input type="text" value="3 - 5"/>
Food Vending	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Quantity: <input type="text" value="9 - 10"/>
Other Vendors	<input type="radio"/> YES	<input type="radio"/> NO	Quantity: <input type="text"/>

Other (describe)

If yes to food vendors, concessions, and/or other vendors, please list all of the vendors by vendor name, refer to Policy Section IV.2.N for license and insurance requirements:

All City Dogs

Detroit Mini Donut

Different Twist Pretzel

Guys Pizza

Heights Brewing

La Amapola

Princess Mediterranen

J&J concessions

**If mobile food vending is proposed as part of an activity that also requires a special event permit, no additional or separate mobile food vending permit shall be required as state in the City Cod of Ordinances (Appendix A in policy).*

Sponsoring Individual/Organization's Name: JAG Entertainmnet

Individual/Organization Phone: 248-817-8836

Individual/Organization Address: 40480 Grand River Ave, Suite H, Novi, MI 48375

Organization's Contact: James Gietzen Phone: 248-817-8836

Contact's Title: President E-mail: James@myjagentertainment.com

Address: 40480 Grand River Ave, Suite H, Novi, MI 48375

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This years event will feature live music, food vendors, beer garden, family activities, artisan vendors, and community organizations.

Riley Park Permit Fee:

\$100 residents/\$200 non-residents

An Event Map [is] [is not] attached. If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

For events in Riley Park: Invitation to Civic Organizations and Merchants in the Event Vicinity. Non-profit organizations and local merchants in the vicinity of Riley Park – the Central Business District -- should be given the opportunity to participate in the special event to the greatest extent practical; e.g., a local Deli might come out and sell bratwurst. You must demonstrate that reasonable efforts have been made with regard to such inclusion and participation. The City Manager’s office shall be responsible for determining whether this requirement has been met.

① I have invited local businesses to participate.

Those invited include:

We have met with the Downtown Merchant Group, visited many downtown businesses, and held individual meetings to encourage participation. We also requested that the DDA distribute event information to downtown businesses. Several businesses have confirmed they will be participating in the event.

Event Signs: Will this event include the use of signs YES NO

If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs. All signage must be approved by the City Manager’s Office.

Event Cost Worksheet

	Cost	Quantity	Total
Park usage fee			
Public Safety Assistance			
Public Services Assistance			
Cones			
Additional Barricades			
Additional Trash Barrels			
Other			
Total			0

Usage fee for Riley Park is \$100 for residents, \$200 for non-residents. Assistance from Public Services or Public Safety is \$65/hour with a minimum of two hours. The Public Services fee includes four trash barrels and four barricades. If additional equipment is needed, the fee will be determined by Public Services. Equipment is limited to cones, barricades and trash barrels.

Checks can be dropped off or mailed to the City Manager’s Office at Farmington City Hall: 23600 Liberty Street, Farmington, MI 48335. Make checks payable to the “City of Farmington.” There is a processing fee for credit cards payments. Credit card payments must be made at City Hall, we do not take credit card information via the phone.



FARMINGTON FOUNDERS FESTIVAL

James Gietzen
President, JAG Entertainment
40480 Grand River Ave, Suite H
Novi, MI 48375

April 13, 2026

City Council of Farmington, Farmington City Manager
23600 Liberty Street
Farmington, MI 48335

Re: Farmington Founders Festival 2026

Dear Members of the City Council and City Manager,

On behalf of JAG Entertainment, I am pleased to submit this application and provide an overview of our plans for this year's event. We have met with the steering committee, which was established to bring greater structure and community input to the festival, and we are excited about the direction our planning has taken for this year and the years ahead.

Stakeholder Priorities

The Farmington Founders Festival serves two important purposes for our community. For residents, it is a beloved annual homecoming that celebrates Farmington's unique character and history. For our downtown businesses, it represents a significant opportunity to welcome visitors from across the metro Detroit region and generate meaningful economic activity in the heart of the city. Our planning has been guided by a commitment to serving both groups well.

Marketing

This year's marketing efforts are designed to raise the festival's regional profile. Press releases will be distributed to media outlets across the Detroit area with the goal of attracting visitors from throughout the metro region. We will also be working with the DDA, the City of Farmington, and Farmington Public Schools to distribute event information to residents and the broader community. Posters will be displayed throughout the downtown area and a banner will be placed across Grand River.

Programming & Entertainment

Riley Park will serve as the family entertainment and activities zone, featuring the activities that have been popular at past events along with the addition of three kids' rides. We are also partnering with local groups and businesses to provide additional family-friendly programming in this area.

The beer tent will be located in the municipal parking lot in front of Fresh Thyme. Based on the success of this location in prior years, we believe it offers the best experience for guests and the most efficient use of available space.

Adjacent to the beer tent, we will be hosting an expanded food court. This year, we prioritized partnership with local restaurants and food establishments by offering discounted booth space. We are pleased to have Heights Brewing from Downtown Farmington and Princess Mediterranean Grill from Farmington Hills participating this year. We are also in discussions with an additional Farmington business and hope to confirm their participation soon.

Farmington Road will continue to serve as the home of the festival's arts and crafts vendors. This year, we have been actively working to deepen our partnerships with local Farmington-based organizations to bring additional arts programming to the event. We are pleased to announce that Fire and Fuse and Skep Space will be exhibiting at this year's festival and will be conducting live art demonstrations throughout the festival.

Looking Ahead

We are proud to present this year's Farmington Founders Festival and remain committed to growing the event in a way that reflects and serves this community. We view this year as an important opportunity to learn and build on, with the goal of making the festival an increasingly valuable tradition for Farmington residents and businesses alike. We appreciate the City Council's consideration of this application and welcome any questions.

Sincerely,

 ENTERTAINMENT
James Gietzen
President

40480 Grand River Ave,
Suite H
Novi, MI 48375



- Fencing
- Road Barricades
- Beer Tent (30x75ft)
- RV
- PortaJohns
- Stage
- Food Court Area
- Storage Cube
- 3-10x10ft Tents
- Tent (40x80ft)
- Vendor Areas
- Kiddie Rides
- Family Fun Area

Farmington City Council Staff Report	Council Meeting Date: May 4, 2026	Item Number 6
Submitted by: City Manager		
Agenda Topic: Professional Services Agreement extension with Plante & Moran, PLLC, for audit services		
Proposed Motion: Approve the proposed 3-year extension with Plante & Moran to conduct the City's required annual financial audit.		
<p>Background: The City has contracted with Plante & Moran for annual audit services for several years. The terms and conditions for these services have been acceptable to the City. Plante & Moran has performed those services well.</p> <p>Plante & Moran has now proposed a 3-year extension for audit years 2026 thru 2028 on the following terms:</p> <p>2026: \$57,475 2027: \$59,200 2028: \$60,975</p> <p>The City administration is very happy with the services the City receives and recommends approval of the extension. Attached is a copy of the Plante & Moran's letter requesting a 3-year extension, and a copy of the 2026 updated Professional Services Agreement for Council's approval.</p>		
<p>Materials: Letter requesting extension of existing professional services agreement with Plante & Moran, PLLC, for audit services for three (3) more years.</p> <p>Proposed 2026 Professional Services Agreement.</p>		

April 30, 2026

Mr. David Murphy
City of Farmington, Michigan
23600 Liberty Street
Farmington, MI 48335

Dear David:

Thank you for selecting Plante & Moran, PLLC ("PM") to assist you. We are sending this letter and the accompanying Professional Services Agreement, the terms of which are incorporated into this engagement letter, to confirm the nature, limitations, and terms of the services we will provide to City of Farmington ("Client").

Scope of Services

We will audit Client's financial statements as of and for the year ended June 30, 2026.

In addition, the supplemental information accompanying the financial statements, consisting of the nonmajor governmental funds combining balance sheet, combining statement of revenue, expenditures, and changes in fund balance, the internal service funds combining statement of net position, combining statement of revenues, expenses, and changes in net position, and the combining statement of cash flows, and the fiduciary funds statement of fiduciary net position and statement of changes in fiduciary net position, will be subjected to the auditing procedures applied in our audit of the financial statements.

In connection with our audit engagement, we will assist you in drafting your financial statements and related notes. This assistance is considered a non-audit service; you agree to the contemporaneous provision of these audit and non-audit services.

Timothy St. Andrew is the engagement partner for the services specified in this letter and is responsible for supervising PM's services performed as part of this engagement.

If you determine that you need additional services, including accounting, consulting, or tax assistance, PM may be available to provide them under the terms of separate engagement letters and for additional fees.

Timing of Services

We expect to begin fieldwork for this engagement on August 31, 2026. We anticipate that our work will end on approximately September 11, 2026 and that our report will be issued by December 31, 2026.

Fees, Expenses, and Payment Terms

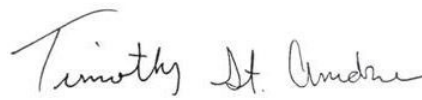
Our fee for this engagement will be based on the value of the services provided, which is primarily a function of the time that PM staff expend at our current hourly rates. We estimate that our fee for this engagement will be approximately \$57,475.

Invoices for audit services will be rendered to reflect this payment schedule. Invoices for other services and expense charges will be rendered as services are provided and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice. Our invoices are generally sent from plantemoran@myworkday.com. Please ensure that the appropriate parties have added plantemoran@myworkday.com to their safe senders listing to facilitate proper delivery of our invoices. In the event you are unable to accept electronic delivery of our invoices, please notify a member of the engagement team as soon as possible.

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



Timothy St. Andrew, CPA
Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement (collectively, "Agreement"), which set forth the entire agreement between City of Farmington and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

City of Farmington

Mr. David Murphy

Date

Title

Professional Services Agreement – Audit Services Addendum to Plante & Moran, PLLC Engagement Letter

The terms of this Professional Services Agreement are incorporated into the accompanying engagement letter, (collectively, the Professional Services Agreement and the accompanying engagement letter are referred to herein as “Agreement”) for audit services dated April 30, 2026 between Plante & Moran, PLLC (referred to herein and in such letter as “PM”) and City of Farmington (referred to as “Client”). Any work performed in connection with the engagement before the date of this letter will also be governed by the terms and conditions of this Agreement.

- 1. Financial Statements** – The financial statements of Client being audited by PM are to be presented in accordance with accounting principles generally accepted in the United States (GAAP).

PM has determined, based on representations Client has made to PM, that the applicable independence rules for the services contemplated hereunder are those specified by the American Institute of Public Accountants (AICPA) Code of Professional Conduct. Client represents and warrants that it agrees with that determination.

- 2. Management Responsibilities** – Client management is responsible for the preparation and fair presentation of these financial statements in accordance with the applicable financial reporting framework, including compliance with the requirements of accounting principles generally accepted in the United States of America and the completeness and accuracy of the information presented and disclosed therein. Management is also responsible for the capability and integrity of Client personnel responsible for Client’s underlying accounting and financial records.

Client personnel will provide PM, in a timely and orderly manner, with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and additional information that PM may request from management for the purpose of the audit.

This includes providing assistance and information PM requests during the course of its audit, including retrieval of records and preparation of schedules, analyses of accounts, and confirmations. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and oral requests as necessary during the course of PM’s audit. In addition, Client will provide PM with all information in its possession that has a material impact on any material transaction and that information will be complete, truthful, and accurate. Client will allow PM unrestricted access to personnel within Client from whom PM determines it necessary to obtain audit evidence.

Client represents and warrants that any and all information that it transmits, or otherwise makes available, to PM will be done so in full compliance with all applicable federal, state, local, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, “Data Privacy Laws”). Client shall not disclose personal data of data subjects (“Personal Data”) who are entitled to certain rights and protections afforded by Data Privacy Laws to PM without prior notification to PM. Client shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

Management is responsible for making all management decisions and performing all management functions relating to the financial statements, supplementary financial information, and related notes and for accepting full responsibility for such decisions, even if PM provides advice as to the application of accounting principles or assists in drafting the financial statements, supplementary financial information, and related notes. Client has designated Ms. Jaime Pohlman to oversee financial statement related services PM provides. Management will be required to acknowledge in the management representation letter that it has reviewed and approved the financial statements, supplementary financial information, and related notes prior to their issuance and have accepted responsibility for the adequacy of the financial statements.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing PM about all known or suspected fraud affecting Client involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Management’s responsibilities include informing PM of its knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Management is responsible for providing PM with complete, accurate, and timely information that could bear on PM’s independence under applicable professional standards, including, but not limited to, information and representations regarding affiliates of Client, business or personal relationships between Client and PM, and business, personal and employment relationships between those in a financial reporting oversight role, including

Professional Services Agreement – Audit Services

members of governance, and PM (collectively, Independence Information). Client represents and warrants (a) that it has provided PM any and all Independence Information existing as of the date of this Agreement; (b) that such Independence Information is accurate and complete as of the date of this Agreement; (c) that it will notify PM of any changes to Independence Information that has been provided as of the date of this Agreement; and (d) that, after the date of this Agreement, it will provide any new Independence Information to PM as soon as it becomes known to Client.

3. **Objective of an Audit of Financial Statements** – The objective of PM's audit is the expression of an opinion on the Client's financial statements specified in the accompanying engagement letter. PM offers no guarantee, express or implied, that its opinion will be unmodified or that it will be able to form an opinion about these financial statements in the event that Client's internal controls or accounting and financial records prove to be unreliable or otherwise not auditable. If PM's opinion is to be modified, PM will discuss the reasons with Client management in advance of the issuance of its audit report. If, for any reason, PM is prevented from completing its audit or is unable to form an opinion on these financial statements, PM may terminate the engagement and decline to issue a report.
4. **Supplementary Information** – In any document that contains supplementary information to the basic financial statements that indicates that the auditor has reported on such supplementary information, management agrees to include the auditor's report on that supplementary information. In addition, management agrees to present the supplementary information with the audited financial statements or to make the audited financial statements readily available no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.
5. **Internal Controls** – Client is responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including controls established for the purpose of preventing or detecting errors in financial reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable laws and regulations. PM, in making its risk assessments, will consider internal control relevant to Client's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. PM's audit will not be designed to provide assurance on the design or operating effectiveness of Client's internal controls or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the audit of the financial statements, instances of fraud, or misappropriation of assets that come to PM's attention.
6. **Audit Procedures and Limitations** – PM's audit will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and will include examination, on a test basis, of evidence supporting the amounts and disclosures in the Client financial statements specified in this engagement letter. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. An audit in accordance with GAAS involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, PM's audit can only be designed to provide reasonable rather than absolute assurance that these financial statements are free from material misstatement. In addition, an audit in accordance with GAAS is not designed to detect errors or fraud that are immaterial to the financial statements. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected always exists, even in an audit properly planned and performed in accordance with GAAS. In recognition of these limitations, Client acknowledges that PM's audit cannot guarantee that all instances of error or fraud will be identified.

Client acknowledges that PM's services pursuant to this engagement agreement will not be conducted in accordance with the Single Audit Act Amendments of 1996 and Title 2 *U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance") or any other single audit requirements under federal, state, or local regulations. Any evaluation or determination of whether the Uniform Guidance or other single audit requirements apply to the Client is and will be the Client's responsibility and not the responsibility of PM. In the event Client determines that procedures in accordance with the Uniform Guidance or any other single audit requirements are required, PM will have no obligation to conduct or advise regarding any such procedures unless and to the extent set forth in a separate written engagement agreement signed by duly authorized representatives of PM and Client, respectively.

7. **Auditor Communications** – PM is obligated to communicate certain matters related to the audit to those responsible for governance of Client, including instances of error or fraud and significant deficiencies and material weaknesses in internal control that PM identifies during its audit. PM will communicate these matters to the members of Client's governing board, and Client acknowledges and agrees that communication in this manner is sufficient for Client's purposes.
8. **Communication to Group Auditor** – In instances where PM has been engaged as a component auditor for the purposes of a Group Audit, the terms of the engagement may include communication of certain matters related to

Professional Services Agreement – Audit Services

the audit to the Group Auditor. Client permits such communication. PM will discuss matters being communicated with those responsible for governance of Client.

- 9. Accounting and Financial Records** – Client agrees that it is responsible for providing PM with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of GAAP, for providing schedules and analyses of accounts that PM requests, and for making all Client financial records and related information available to PM for purposes of PM's audit, whether obtained from within or outside of the general ledger and subsidiary ledgers. Where PM has provided estimates of the timing of its work and completion of PM's engagement and issuance of PM's report, those estimates are dependent on Client providing PM with all such accounting and financial records, schedules, and analyses on the date PM's work commences. PM will assess the condition of Client's accounting and financial records, schedules, and analyses of accounts prior to commencing its work. In the event that such records, schedules, and analyses are not closed, complete, accurate, or in conformity with GAAP, PM may have to reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its audit report.

In any circumstance where PM's work is rescheduled due to Client's failure to provide information as described in the preceding paragraph, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of the audit work or issuance of its audit report. Because rescheduling audit work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for the additional time PM incurs as a result of rescheduling its work. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

- 10. Audit Adjustments** – PM will recommend adjustments to Client's accounting records that PM believes are appropriate. Client management is responsible for adjusting Client accounting records and financial statements to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments identified during PM's audit are immaterial, both individually and in the aggregate, to the Client's financial statements specified in this Agreement.

- 11. Management Representations** – Client is responsible for the financial statements being audited and the implicit and explicit representations and assertions regarding the recognition, measurement, presentation, and disclosure of information therein. During the course of the audit, PM will request information and explanations from Client officers, management, and other personnel regarding accounting and financial matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. PM will also require that management make certain representations to PM in writing as a precondition to issuance of PM's report.

PM's audit procedures will be significantly affected by the representations and assertions PM receives from management and, accordingly, false representations could cause material error or fraud to go undetected by PM's procedures. Accordingly, Client acknowledges and agrees that it will instruct each person providing information, explanations, or representations to an auditor to provide true and complete information, to the best of his or her knowledge and belief. It is also agreed that any deliberate misrepresentation by any director, officer, or member of management, or any other person acting under the direction thereof ("Client Personnel"), intended to influence, coerce, manipulate, or mislead PM in the conduct of its audit of the financial statements will be considered a material breach of this Agreement. In addition, as a condition of its audit engagement, Client agrees to indemnify and hold PM and its partners, affiliates, and employees harmless from any and all claims, including associated attorneys' fees and costs, based on PM's failure to detect material misstatements in Client's financial statements resulting in whole or in part from deliberate false or misleading representations, whether oral or written, made to PM by Client Personnel. This indemnity will be inoperative only if, and to the extent that, a court having competent jurisdiction has determined that PM failed to conduct its audit in accordance with generally accepted auditing standards and such failure resulted in PM not determining such misrepresentation by Client Personnel was false.

- 12. Use of Report** – PM's report on the financial statements must be associated only with the financial statements that were the subject of PM's audit engagement. Client may make copies of the audit report, but only if the entire financial statements (including related footnotes and supplementary information, as appropriate) are reproduced and distributed with that report. Client agrees not to reproduce or associate PM's audit report with any other financial statements, or portions thereof, that are not the subject of this engagement.

If PM's report on the financial statements being audited is to be published in any manner or if Client intends to make reference to PM in a publication of any type, Client agrees to submit proofs of the publication to PM for review prior to such publication and cooperate with PM in PM's performance of any additional audit procedures PM deems necessary in the circumstances, the nature and extent of which will be at PM's sole discretion. Client acknowledges and agrees that additional fees for such work will be determined in accordance with the Fee Adjustments provision of this Agreement. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on Client's Internet website, Client understands that electronic

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sites are a means to distribute information and, therefore, PM is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

- 13. Securities Offerings** – PM's audit does not contemplate, and does not include, any services in connection with any offering of securities, whether registered or exempt from registration. In the event Client elects to incorporate or make reference to PM's report in connection with any offering of debt or equity securities and requests PM's consent to such incorporation or reference, Client understands that additional procedures will need to be performed. In the event PM agrees in writing to perform such additional procedures, the nature and extent of which will be at PM's sole discretion, it is agreed and acknowledged that PM's performance of such additional procedures will be subject to all of the terms and conditions of this Agreement. Additional fees for such work will be determined based on the actual time that PM staff expend at current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and that payment for all such additional fees will be made in accordance with the payment terms provided in this Agreement.

If Client incorporates or makes reference to PM's report in connection with any offering of debt or equity securities without obtaining consent from PM as described above, Client agrees to include the following provision in the offering document:

Plante & Moran, PLLC, our independent auditor, has not performed or been engaged to perform any services in connection with the offering of securities. Nor has Plante & Moran, PLLC performed or been engaged to perform any procedures on the financial statements of Client since the date of the Plante & Moran, PLLC report included herein. Plante & Moran, PLLC also has not performed any procedures relating to this offering document.

- 14. Tax Return Preparation** – This engagement does not include preparation of any tax returns or filings. If Client requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.

- 15. Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to Client's confidential, proprietary information, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

In the interest of facilitating PM's services to Client, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, Client recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should Client attempt, at Client's cost, to limit such access. This provision will survive the termination of this Agreement. PM's efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

Both Client and PM acknowledge that upon completion of the audit PM is required to send an electronic copy of Client's financial report, PM's official letter of comments and recommendations, and auditing procedures report directly to the State of Michigan pursuant to Michigan Department of Treasury Regulations. Client authorizes and directs PM to provide such information and disclosure of such information shall not constitute a breach of the provisions of this Agreement.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet

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all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon Client's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Client acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

- 16. Data Access Management and Consent** – PM has operations both in and outside the United States and may, from time to time and at its reasonable discretion, use third-party service providers both in and outside the United States in support of its operations and the services for Client (individually and collectively "Third-Party Provider(s)"). Third-Party Providers may include, for example and without limitation, PM's international affiliates that support PM's domestic operations, cloud service providers that support PM's infrastructure in general, or independent contractors that serve to supplement a particular engagement team's services for specific engagements. In such circumstances, PM will be solely responsible for the provision of any services by such Third-Party Providers and, where such Third-Party Providers' services involve the accessing or processing of Client data, PM will require Third-Party Providers to maintain the confidentiality of any such data and not use such data for any purpose unrelated to assisting with PM's services for Client. In turn, Client, by its duly authorized signature on the accompanying engagement letter, consents to PM disclosing or otherwise allowing access to Client's data to such Third-Party Providers for such purposes. Client further acknowledges that, from time to time, PM representatives may have occasion to access Client data from outside the United States, for example and without limitation, when such PM representative(s) reside in or travel to another country. In such instances, PM agrees to use data access and storage protocols designed to reasonably safeguard data and Client consents to PM accessing Client data from outside of the United States under such circumstances.
- 17. Recording of Meeting or Other Conversation** – Prior to making any audio or video recording of a meeting or other conversation with PM representatives through any means or medium, Client agrees to obtain the expressed consent of the PM representatives participating in such meeting or conversation, except that consent is not required where (a) the audio or video recording is required by law applicable to Client, or (b) for any publicly held or available meeting or conversation that is telecast and/or recorded for access by the general public as a matter of ordinary course, or (c) for meetings whose content, materials, minutes, etc., is subject to disclosure under freedom of information or public records laws to applicable Client. In the event consent is granted, Client agrees that any such recordings shall (i) be made available to PM upon PM's request; (ii) not be edited in any way; and (iii) be used exclusively for the purposes of fulfilling the objectives of this engagement and not for any other purposes whatsoever, including but not limited to marketing, public display, or transfer to third parties. With respect to all audio or video recordings (whether consent is required or not or whether consent granted or not), Client acknowledges that (A) the professional services provided pursuant to this engagement may involve a series of discussions and other exchanges of information and that reliance on a recording of one or more meetings or conversations with PM representatives can create a risk that the contents of any such meeting or conversation are taken out of context, and (B) recording conversations with PM representatives can create risks of Client confidential or sensitive information becoming exposed to an uncontrolled environment and Client assumes the risks associated with Client's election to record and retain the recording of any meeting or other conversation. Neither consent to any recording, nor participation in any recorded meeting or conversation (whether consent is required or not), constitutes a license or other authorization to use any participant's name, image, likeness, voice, or similar personal attribute or quality (collectively, "Personal Attributes") for any purpose, and each PM participant retains all right, title, and interest in his or her Personal Attributes.
- 18. Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on information provided by Client regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and the design and operating effectiveness of its internal controls. Client acknowledges that the following circumstances may result in an increase in fees:
- Client's failure to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
 - Client's failure to complete the audit preparation work by the applicable due dates;
 - Significant unanticipated or undisclosed transactions, audit issues, or other such unforeseeable circumstances;
 - Delays by Client causing scheduling changes or disruption of fieldwork;
 - After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;

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- Issues with the prior audit firm, prior year account balances, or report disclosures that impact the current year engagement;
- An excessive number of audit adjustments.

PM will use best efforts to advise Client in the event these circumstances occur; however, it is acknowledged that the exact impact on the Fee Quotes may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

- 19. Payment Terms** – PM's invoices for professional services are due upon receipt unless otherwise specified in the engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's services or issuance of PM's report upon resumption of PM's work, whether imposed by agreement or by law. Client agrees that in the event PM stops work or terminates this engagement as a result of Client's failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this engagement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
- 20. Fee Adjustments** – Any fee adjustments for reasons described in this Agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.
- 21. Conditions of PM Visit to Client Facilities** – Client agrees that some or all of PM's services may be provided remotely. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM's performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client's facility(ies) are requested by Client or otherwise determined by PM to be necessary for the performance of the engaged services, Client agrees, upon PM's request, to provide to PM Client's policies and procedures that Client has implemented relating to workplace safety and the prevention of the transmission of disease at its facility(ies). In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, "Applicable Preventative Guidance") and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client's facility(ies). Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client's facility(ies) or impose further conditions on any such in-person visit if and as PM deems necessary. Client agrees and acknowledges that any determination by PM to visit Client's facility(ies) is not and shall not be construed to be or relied on by Client as a determination by PM of Client's compliance with Applicable Preventative Guidance.
- 22. Release for Biological Agent Liability** – Client acknowledges that there is an inherent risk of exposure to infectious diseases associated with any in-person interaction or in-person visit to property. Accordingly, Client, for itself and its successors and assigns, hereby releases PM and each of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved third-party service providers (collectively, "PM Persons") from any and all claims or causes of action that the Client has, or hereafter may or shall have, against any of them in connection with, related to, or arising out of infectious diseases or the transmission thereof associated with a visit by one or more of the PM Persons to any Client facility(ies) or other in-person interaction with Client personnel.
- 23. Exclusion of Certain Damages** – In no event shall either party be liable to the other, whether a claim be in tort, contract, or otherwise, for any indirect, consequential, punitive, exemplary, lost profits, or similar damages in claims relating to PM's services provided under this engagement.
- 24. Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Client agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
- 25. Subsequent Discovery of Facts** – After the date of PM's report on the financial statements, PM has no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the audited financial statements covered by PM's report, unless new information that may affect the report comes to PM's attention. If PM becomes aware of information that relates to these financial statements but was not known to PM at the date of its report, and that is of such a nature and from such a source that PM would have investigated it

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had it come to PM's attention during the course of the audit, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's report. In this connection, PM will discuss the matter with Client and request cooperation in whatever investigation and modification of the financial statements that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expend at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and Client acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this Agreement.

- 26. Termination of Engagement** – This engagement may be terminated by either party upon written notice. Upon notification of termination of this engagement, PM will cease providing services under the engagement. Client shall compensate PM for all time expended and reimburse PM for all out-of-pocket expenditures incurred by PM through the date of termination of this engagement.
- 27. Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.
- 28. Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 29. Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic or other public health emergency or government mandated shut down (each individually a "Force Majeure Event"). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
- 30. Electronic Signatures** – The parties intend that any electronic signature shall be given full legal effect as if it were a handwritten signature.
- 31. Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement – Audit Services

**Farmington City Council
Staff Report**

**Council Meeting
Date: May 4, 2026**

**Item
Number
7**

Submitted by: David Murphy

Agenda Topic

First Reading of Amendment to the Farmington Code of Ordinances, amending Chapter 17, Article II, Section 17-28 to provide for alternate members of the Historical Commission

Proposed Motion:

Move to introduce Ordinance C- , amending Chapter 17, Article II, Section 17-28 to provide for alternate members of the historical Commission

Background:

The City Council recently received more applications for a seat on the Historical Commission than it had openings. It was suggested to have the City Attorney look into putting alternates on the Commission. The Attorney said it is allowable, but the ordinance would have to be revised. This would be the first reading to amend the ordinance to allow for two alternates on the historic Commission.

Materials:

Draft Ordinance

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF FARMINGTON

ORDINANCE NO. C-____-2026

AN ORDINANCE TO AMEND THE CITY OF FARMINGTON CODE OF ORDINANCES, CHAPTER 17, "HISTORICAL PRESERVATION," ARTICLE II, "HISTORIC DISTRICTS," SECTION 17-28, "HISTORICAL COMMISSION," TO PROVIDE FOR ALTERNATE MEMBERS OF THE HISTORICAL COMMISSION.

THE CITY OF FARMINGTON ORDAINS:

Section 1 of Ordinance. Ordinance Amendment.

Chapter 17, "Historical Preservation," Article II, "Historic Districts," Section 17-28, "Historical Commission," of the City of Farmington Code of Ordinances is hereby amended to read as follows:

Sec. 17-28. - Historical commission.

- (a) Creation of commission. In order to execute the purposes declared in this article, there is hereby created the Farmington Historical Commission.
- (b) Membership of commission:
 - (1) The city *historical* commission shall consist of seven (7) members and two (2) alternate members, all of whose residence is located in the city.
 - (2)-(6) [Unchanged]

Section 2 of Ordinance. Repealer.

All ordinances, parts of ordinances, or sections of the City of Farmington Code of Ordinances in conflict with this Ordinance are repealed only to the extent necessary to give this Ordinance full force and effect.

Section 3 of Ordinance. Severability.

Should any section, subdivision, clause, or phrase of this Ordinance be declared by the courts to be invalid, the validity of the Ordinance as a whole, or in part, shall not be affected other than the part invalidated.

