



CITY OF LESLIE

602 W. Bellevue • P.O. Box 496 • Leslie, MI 49251-0496
Phone: 517-589-8236 • Fax: 517-878-6868 • Web Site: www.cityofleslie.org

LESLIE COUNCIL MEETING
7:00 PM TUESDAY, NOVEMBER 16, 2021
LESLIE CITY HALL, 602 W. BELLEVUE STREET

AGENDA

I. COUNCIL ORGANIZATION

- A. Clerk Cox will call the meeting to order at 7:00PM.
- B. Clerk Cox will administer the Oath of Office to the newly elected officials.
- C. Mayor Johnson will preside over the meeting.
- D. Roll call.
- E. Pledge of Allegiance.
- F. Council nomination of Mayor Pro Tem.

II. CONSENT AGENDA:

- A. Approval of the agenda.
Approval of the minutes of workshop meeting on October 19, 2021.
Approval of the minutes of regular meeting on October 27, 2021.
- B. Payment of Bills. Affirm check disbursements totaling \$96,338.18 for November 2021.
- C. Lighted Christmas Parade Street Closure request.
- D. Boards and Commissions Appointments. Approve the following Mayoral Boards and Commissions Appointments.

Name	Board/Commission	Term Expires
Stan Williams	Zoning Board of Appeals	06-30-2024
Wayne Babin*	Planning Commission	11-01-2024
Robert Stacy*	Planning Commission	11-01-2024

* Denotes reappointment

- E. Communication:
 - 1. Manager's Report.
 - 2. October 2021 Financials.
 - 3. October 2021 Police Department Report.
 - 4. October 2021 Fire Department Report.
 - 5. Stan Williams resignation letter from planning commission.

III. CITIZEN COMMENTS AND QUESTIONS.

IV. COUNCIL COMMENT.



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V. **PUBLIC HEARING:** None.

VI. **ITEMS OF BUSINESS:**

- A. DDA & LDFA Informational Meeting.
- B. Driveway Application for parcel #33-17-14-28-151-007.
- C. Approve Business Park land sale BID document.
- D. Woodlawn Cemetery Agreement.
- E. First Reading of Ordinance Amendment No. 228 to Amend Cemetery Ordinance and set a public hearing on December 21, 2021.
- F. First Reading of Ordinance Amendment No. 229 to Amend Section 98-149, Schedule of Regulations and set a public hearing on December 21, 2021.
- G. Determine how to fill vacant councilperson seat.

VII. **ITEMS OF DISCUSSION:**

None.

VIII. **CITIZEN COMMENTS AND QUESTIONS.**

IX. **COUNCIL AGENDA:**

- A. Committee Reports
- B. Manager's Report
- C. Motion to Adjourn

Boards and Commissions Openings:

Downtown Development Authority – term expires July 1, 2025.

Local Development Finance Authority – term expires April 3, 2023.

Planning Commission – term expires 11-1-2022.

***Special Council meeting is scheduled for Wednesday December 1, 2021 at 7:00 p.m.**

***Special Council meeting is scheduled for Wednesday December 15, 2021 at 7:00 p.m.**

Next regular City Council meeting is scheduled for Tuesday December 21, 2021 at 7:00 p.m.

**CITY OF LESLIE
REGULAR COUNCIL MEETING
MINUTES
OCTOBER 19, 2021**

Present: Babin, Beegle, Johnson, Owen, Doane & Fox

Excused:

Also Present: CM Montenegro, Chelsea Cox, Carrie Howe, Barb Winslow, Norm Albrecht, John Sharick, Melissa Eggleston, Joyce Kranz, Sheryl Hemstreet & Alan Smaka.

Item 1

Consent Agenda

- A. Approval of the agenda.
Approval of the minutes of regular meeting on August 17, 2021.
Approval of the minutes of special meeting August 25, 2021.
- B. Payment of Bills – September 2021. Affirm check disbursements totaling \$60,358.73 for September 2021.
- C. Homecoming Parade route street closure request.
- D. Use of city owned light poles for Halloween decorating request from Leslie Area Chamber of Commerce.
- E. Approve candidates and authorize Mayor Pro-Tem Beegle to sign the Michigan Municipal League Liability & Property Pool ballot.
- F. Boards and Commissions Appointments. Approve the following Mayoral Boards and Commissions Appointments.

Name	Board/Commission	Term Expires
John Sharick	Planning Commission	11-1-2023

- G. Communication:
 - 1. Manager’s Report.
 - 2. August 2021 Financials.
 - 3. August 2021 Police Department Report.
 - 4. August 2021 Fire Department Report.
 - 5. LOI from Norman Albrecht for city owned four acre lot in the Business Park.
 - 6. LOI from Kevin Murad for city owned four acre lot in the Business Park.

Moved by Doane, seconded by Johnson to approve consent agenda.

**ALL YEAS
MOTION CARRIED**

Item 2

Citizen Comments and Questions

Joyce Kranz-108 Adams St. Photos of Holt skate park were shared with council.
Sheryl Hemstreet-Leslie Area Historical Society
Jerry Garfield-Leslie Area Historical Society

Item 3

Council Comment

Council addressed possible future development at old pool site.
Council addressed GAR Hall renovations.

Item 4

Public Hearing

None

Item 5

Items of Business

A. Resolution 2021-15 FY 2021-2022 Budget amendment.

Motion made by Johnson, supported by Doane to approve Resolution 2021-15 FY 2021-2022 Budget amendment.

ROLL CALL VOTE

Babin-Yes

Beegle-Yes

Doane-Yes

Johnson-Yes

Fox-Yes

MOTION CARRIES

B. Site Plan Review – 4375 Hull Road.

Motion made by Fox, supported by Babin to approve Site Plan Review for 4375 Hull Road.

ALL AYES

MOTION CARRIES

C. Professional services contract for engineering.

Motion made by Johnson, supported by Owen to approve engineering contract and seek additional Request for Proposals after six months.

ALL AYES

MOTION CARRIES

D. Addition of William Cavender's name to the Korean War KIA Veterans' Memorial Wall at Tuttle Park.

Motion made by Fox, supported by Babin to approve addition of name to wall.

ALL AYES

MOTION CARRIES

E. Determination of how to proceed with four-acre parcel in Business Park.

Motion made by Johnson, supported by Doane to buy back land in Industrial Park in once parcel, subject to attorney review.

ALL AYES
MOTION CARRIES

Item 6

Items of Discussion

A. Land Bank owned property determination.

Motion made by Johnson, supported by Owen to purchase 12.5 acres at \$7,000 for \$87,500 with second option to purchase 6 acres at \$7,000/acre for \$42,000.

ALL AYES
MOTION CARRIES

B. Renew WebEx contract with Cisco or switch to another platform for recording of meetings and streaming or live viewing of meetings.

Council general consensus was to utilize Zoom for digital viewing of future meetings.

Item 7

Citizen Comments and Questions

None

Item 8

Adjournment

Moved by Johnson, seconded by Doane to adjourn.

Time: 7:55 pm.



Clerk Chelsea Cox

**CITY OF LESLIE
SPECIAL COUNCIL MEETING
MINUTES
OCTOBER 27, 2021**

Present: Beegle, Johnson, Owen, Doane & Fox

Excused: Babin

Also Present: CM Montenegro, Chelsea Cox, Barb Winslow, Kevin Murad, Christopher Brennehan, Darrin Fogg, Melissa Eggleston, Ron Bogart & Leslie Coxon.

Item 1 **Consent Agenda**

- A. Approval of the agenda.
Moved by Fox, seconded by Doane to approve.

**ALL YEAS
MOTION CARRIED**

Item 2 **Citizen Comments and Questions**

Leslie Coxon-requested Leslie City Council to ask for proposals for vacant land development in business park.

Item 5 **Items of Business**

- A. Determination How to Proceed Regarding Selling of Business Park Property.

Motion made by Fox, supported by Johnson to authorize closed bids for 8 acre parcel in business park with proof of funds to purchase and build, allowing the City of Leslie the right to reject any bid—minimum bid set at 35k per acre with draft bid document being presented at November 16, 2021 council meeting, posting November 17, 2021-December 1, 2021 with bid documents to be opened December 1, 2021 at 7pm, bid will be awarded at December 14, 2021 regular council meeting.

**ALL AYES
MOTION CARRIES**

- B. Mehl Street Discussion and Determination

Motion made by Fox, supported by Doane to approve a revokable license to cross over N. Mehl stub with ingress/egress permission that could be terminated by the City of Leslie at anytime with owner maintaining driveway and curb cut, subject to attorney approval.

**ALL AYES
MOTION CARRIES**

Item 8 **Adjournment**

Moved by Doane, seconded by Fox to adjourn.
Time: 8:22 pm.



Clerk Chelsea Cox

INVOICE SUMMARY

Date: 11/10/21

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VENDOR	DESCRIPTION	AMOUNT	STATUS	JNLIZED?
STEVE DEKETT	THERMAL IMAGE COMPANY CAMERA	706.60	Paid	Y
RICOH USA INC	MONTHLY PER COPY FEE	70.00	Paid	Y
GRACON SERVICES, INC.	RENEWAL, COMPUTER SETUP	1,197.15	Paid	Y
EMERGENCY VEHICLES PLUS	LADDER TRUCK SERVICE	240.50	Paid	Y
ICMA	ICMA RENEWAL	661.69	Paid	Y
SOUTH CENTRAL MICHIGAN WATER	FALL MEETING	70.00	Paid	Y
GRANGER	2021 FALL CLEAN UP	561.00	Paid	Y
AM-PAK MEDICAL EXPRESS	RESTOCK FIRST AID KIT	197.90	Paid	Y
RIETH-RILEY CONSTRUCTION CO.	MAJOR SUPPLIES	118.32	Paid	Y
TRACE ANALYTICS, INC.	WWTP CONTRACTED SERV	407.00	Paid	Y
MICHIGAN DEPT OF ENVIRONMENT	WATER CONTRACTED SERVICE	1,538.00	Paid	Y
MICHIGAN AGRIBUSINESS SOLUTI	WWTP CONTRACTED SERVICES	740.00	Paid	Y
10TH DISTRICT COURT	STONE FOR DRIVE TO DEMO POOL	630.00	Void	Y
MICHIGAN COMPANY INC.	DPW SUPPLIES	91.44	Paid	Y
MICHIGAN RURAL WATER ASSOCIA'	WATER TRAINING	700.00	Paid	Y
CALEDONIA FARMERS ELEVATOR CO	WWTP SUPPLIES	124.05	Paid	Y
PRO LANDSCAPING & TREE SERVI	MAJOR AND LOCAL STREETS TREE	3,550.00	Paid	Y
FOGG OIL COMPANY	DPW SUPPLIES-LESLIE POOL	586.52	Paid	Y
BAILEY EXCAVATING	MORNINGSIDE DR ACCESS GRAVIT'	7,834.25	Paid	Y
IDEXX DISTRIBUTION, INC.	WWTP SUPPLIES	2,394.67	Paid	Y
AQUIONICS INC	WWTP CAPITOL EXP	378.79	Paid	Y
APOLLO FIRE EQUIPMENT	PANT AND COATS	4,767.00	Paid	Y
GRUA, TUPPER & YOUNG, PLC	ATTY FEES	924.00	Paid	Y
WIGHTMAN	PARK GRANT PREWORK, WWTP SYS'	2,490.00	Paid	Y
GRACON SERVICES, INC.	OCT MANAGED SERVICES	597.15	Paid	Y
LORETTA SWEEZY	LCO CLEANING	240.00	Paid	Y
QUILL CORPORATION	LCO SUPPLIES	166.35	Paid	Y
B & T EXCAVATING	STONE FOR POOL	630.00	Paid	Y
ROBERT ANTEKEIER, JR	CODE ENFORCEMENT	800.00	Paid	Y
CITY OF LESLIE	W/S JULY-SEPT 2021	3,446.29	Paid	Y
CRAIG WHIPPLE	CLOTHING ALLOWANCE	63.55	Paid	Y
MARIE CHARNLEY	2021 YARD SALE ADVERTISEMENT	145.80	Paid	Y
CARRIE FANCHER-HOWE	HALLOWEEN SUPPLIES FOR LFD	297.96	Paid	Y
LORETTA SWEEZY	OCTOBER CLEANING LCO	160.00	Paid	Y
SPARKLE WINDOW CLEANING	WINDOW CLEANING	115.00	Paid	Y
BOUNDARY ASSESSING	ASSESSOR NOVEMBER	1,400.00	Paid	Y
MML WORKERS' COMP FUND	QTRLY WORKERS' COMP PREMIUM	5,906.00	Paid	Y
LANSING UNIFORM COMPANY	LPD UNIFORMS	112.95	Paid	Y
RIETH-RILEY CONSTRUCTION CO.	LOCAL SUPPLIES	82.94	Paid	Y
SHERWIN-WILLIAMS	PARKS MAINT.	390.95	Paid	Y
TAYLOR CONCRETE	CITY SIDEWALKS	500.00	Paid	Y
DL TRANSPORT	POOL SEMO SAND & TRUCKING	15,826.61	Paid	Y
GRUA, TUPPER & YOUNG, PLC	ATTY FEES	854.00	Paid	Y
ELHORN ENGINEERING CO.	WWTP SUPPLIES	1,478.50	Paid	Y

INVOICE SUMMARY

Date: 11/10/21

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VENDOR	DESCRIPTION	AMOUNT	STATUS	JNLIZED?
MOTOROLA SOLUTIONS	PORTABLE RADIO AND AC BATTER	3,453.24	Paid	Y
RICOH USA, INC.	LCO LEASE COPY/SCANNER/FAX	283.13	Paid	Y
DELAU FIRE SERVICES	CO2 FIRE EXTINGUISHERS	644.00	Paid	Y
LANSING UNIFORM COMPANY	NEW UNIFORM DRESS BLUES	464.70	Paid	Y
FOGG OIL COMPANY	LFD 1/2 TWP MONTHLY GAS SLIP:	143.97	Paid	Y
PATRICIA FOGG	1/2 SIDEWALK REPLACEMENT *CO	2,959.00	Paid	Y
STATE OF MICHIGAN - D.O.T.	CONSTRUCTION CONTRACT LOCAL :	1,721.72	Paid	Y
HEIMAN FIRE EQUIPMENT	BOLT CUTTERS	136.11	Paid	Y
BS&A	SPECIAL ASSESSMENT SYSTEM ANI	167.00	Paid	Y
MICHIGAN DEPT OF ENVIRONMENT	2022 PUBLIC WATER SUPPLY ANNI	1,340.28	Paid	Y
GRUA, TUPPER & YOUNG, PLC	ATTY FEES	2,044.00	Paid	Y
MIKA MEYERS	RURAL DEVELOPMENT SEWER PROJ	70.00	Paid	Y
FLEIS & VANDENBRINK	IPP WILDLIFE *SEND RECEIPT TO	3,000.00	Paid	Y
ASSOCIATED GOVERNMENT SERVICE	PRMITS & INSPEC	4,959.00	Paid	Y
BADGER METER, INC	PROFESSIONAL SERVICES REINST:	336.00	Paid	Y
SHARE CORPORATION	DPW SUPPLIES	200.99	Paid	Y
RIETH-RILEY CONSTRUCTION CO.	LOCAL STREETS SUPPLIES	211.12	Paid	Y
CALEDONIA FARMERS ELEVATOR CO	WWTP SUPPLIES	105.88	Paid	Y
PARRY BROTHERS	WWTP CONTRACTED SERV	288.20	Paid	Y
CITY SLICKERS	MOWING VIOLATIONS	250.00	Paid	Y
ABSOPURE	WWTP SUPPLIES	50.25	Paid	Y
MICHIGAN DEPT OF ENVIRONMENT	LEAD COPPER TESTING	1,590.00	Paid	Y
FOGG OIL COMPANY	DPW GAS AND OIL	783.00	Paid	Y
TRACE ANALYTICS, INC.	IPP TESTING *SEND WILDLIFE A	255.00	Paid	Y
INGHAM CO DEPT OF TRANS & RO	MVP CAPITAL EXP	2,060.93	Paid	Y
DELAU FIRE SERVICES	REFILL FIRE EXTINGUISHER	46.00	Paid	Y
HEIMAN FIRE EQUIPMENT	TRUCK ADAPTOR	134.15	Paid	Y
GRACON SERVICES, INC.	MANAGED IT SERVICES	597.15	Paid	Y
VERIZON WIRELESS	SEPT 2021	342.11	Paid	Y
VERIZON WIRELESS	LPD MODEMS	188.64	Paid	Y
BRIGHTER DAY ELECTRIC LLC	TUTTLE PARK ELECTRIC WORK	380.00	Paid	Y
BYRUM HARDWARE	DPW HARDWARE	2,513.66	Paid	Y
BYRUM HARDWARE	BYRUM	330.82	Paid	Y
CHELSEA COX	ELECTION SUPPLIES	95.20	Paid	Y
Total:		96,338.18		



November 1, 2021

To: Leslie City Council

From: Leslie Chamber of Commerce

Subject: Light Parade-Street Closure on Dec. 11th 2021

Chamber is requesting street closures to begin at 6pm.

Parade will Line up at 6pm at the parking lot north of Homestead Bank on the corner of Hull Rd and Bellevue St.

Parade will leave parking lot at 7pm-exiting onto Bellevue towards downtown Leslie

Bellevue St. to Armstrong St.

Armstrong St. to Washington St.

Washington St. to Main St.

Main St. to Kimball St.

Kimball St. to Pennsylvania St & W. Race St 4 corners



City Manager's Report: For the 11-16-2021 City Council meeting

OPERATIONS AND COMMUNITY RELATIONS

- Police – See report in packet.
- Fire – See report in packet.
- DPW – training, projects, lead line replacements
- Administrative – includes finance, clerk, and city manager. CM completed 12 week High Performance Leadership class through the ICMA. Finance Director attended MGFOA training and a Treasury webinar.
- Staffing Updates: None.

Project Update

- WWTP – USDA-RD application
 - Rate Study – **The rate study workshop has been moved to Wednesday, December 15th at 7:00pm.** This will be an evening for lengthy discussion on the current rate structure and what will be required to pay back a loan from the USDA.
 - Easement work – Currently working with DPW, Brad from Wightman, and Mark Nettleton from Mika Myers, PLC to gather this information that is a necessary part of the application.
 - Engineering – 80% of the preliminary engineering report from Wightman was submitted to the city on 11-12-2021 for review. The remaining 20% will be completed next week.
- Leaf Vac Issues – The leaf vac is only 5-6 years old and keeps breaking down. The DPW has been trying to work around this issue, even borrowing Mason's leaf vac on Veteran's Day when Mason was closed.
- Veteran's Day Memorial was attended by approximately 20 adults and two elementary classrooms.
- 282 voters cast their ballots in the election on November 2nd. A lot of work goes into an election, thank you Clerk Cox for your hard work! A tie vote between Grady Doane and Robert Stacy was decided by the Ingham County Clerk and County Board of Canvassers on November 4th. Congratulations all of our public officials elected to office here in Leslie.

Fund 101 GENERAL FUND

GL Number	Description	Balance
*** Assets ***		
101-000-001.000	CASH ACCOUNT	1,865,050.72
101-000-004.000	INVESTMENT	621.26
101-000-010.000	TUTTLE PARK MAINTENANCE FUND	22,878.03
101-000-011.000	PETTY CASH - TREAS OFFICE	250.00
101-000-012.000	PETTY CASH - FRONT OFFICE	200.00
101-000-014.000	302 JUSTICE TRAINING FUND	966.62
101-000-015.000	POLICE FORFEITURE FUND	1,142.17
101-000-017.000	MBIA-CLASS INVESTMENTS	1,268.86
101-000-035.000	ACCOUNTS RECEIVABLE	7,272.19
101-000-078.000	DUE FROM STATE	23,394.00
101-000-084.000	DUE FROM OTHER FUNDS	259.95
101-000-084.248	DUE FROM DDA	6,037.14
101-000-084.250	DUE FROM LDFA	5,100.82
101-000-090.000	ADVANCE TO PAYROLL	5,000.00
101-000-091.000	ADVANCE TO FSA ACCT	1,568.54
101-000-123.000	PREPAID EXPENSES	23,245.61
Total Assets		1,964,255.91
*** Liabilities ***		
101-000-202.000	ACCOUNTS PAYABLE	68,352.89
101-000-214.000	DUE TO OTHER FUNDS	4,123.21
101-000-228.002	DUE TO STATE OF MICHIGAN SITW	(5,180.45)
101-000-257.000	ACCRUED SALARIES	23,734.81
101-000-307.248	NOTE PAYABLE TO DDA	93,846.49
101-000-339.000	UNEARNED REVENUE	99,330.50
101-484-307.248	NOTE PAYABLE TO DDA	(7,296.58)
101-484-308.248	INTEREST ON DDA NOTE	(3,896.93)
Total Liabilities		273,013.94
*** Fund Balance ***		
101-000-390.000	FUND BALANCE	756,875.41
101-000-396.000	302 JUSTICE TRAINING FUND BAL	466.62
101-000-397.000	POLICE FORFEITURE FUND BAL	1,142.10
Total Fund Balance		758,484.13
Beginning Fund Balance - 20-21		758,484.13
Net of Revenues VS Expenditures - 20-21		541,973.75
*20-21 End FB/21-22 Beg FB		1,300,457.88
Net of Revenues VS Expenditures - Current Year		390,784.09
Ending Fund Balance		1,691,241.97
Total Liabilities And Fund Balance		1,964,255.91

* Year Not Closed

REVENUE AND EXPENDITURE REPORT FOR CITY OF LESLIE
 PERIOD ENDING 10/31/2021
 % Fiscal Year Completed: 33.70

L NUMBER	DESCRIPTION	2021-22	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	10/31/2021 NORM (ABNORM)	MONTH 10/31/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Revenues							
Dept 000							
01-000-402.000	PROPERTY TAXES	642,242.00	642,242.00	618,912.42	315,418.41	23,329.58	96.37
01-000-423.000	TRAILER TAXES	400.00	400.00	225.00	50.00	175.00	56.25
01-000-441.000	LOCAL COMM STAB SHARE TAX	81,211.00	81,211.00	37,368.14	37,368.14	43,842.86	46.01
01-000-445.000	PENALTIES/INT ON PROP TAXES	5,000.00	5,000.00	32.09	32.09	4,967.91	0.64
01-000-447.000	ADMIN FEES ON PROP TAXES	25,250.00	25,250.00	12,905.93	6,323.43	12,344.07	51.11
01-000-451.000	LICENSES & PERMITS	300.00	300.00	26.00	2.00	274.00	8.67
01-000-460.000	CABLE TV FRANCHISE FEE	11,110.00	11,110.00	2,922.71	0.00	8,187.29	26.31
01-000-504.000	TWP REIMBURSEMENT-FIRE	61,000.00	61,000.00	0.00	0.00	61,000.00	0.00
01-000-567.000	STATE GRANT - 302 JUSTICE TRAI	0.00	0.00	250.00	250.00	(250.00)	100.00
01-000-574.000	STATE SHARED REVENUE	240,958.00	240,958.00	93,551.00	46,908.00	147,407.00	38.82
01-000-580.000	WOODLAWN CEM REIMBURSEMENT	57,726.00	57,726.00	0.00	0.00	57,726.00	0.00
01-000-587.000	DDA ADMIN CONTRIBUTION	13,250.00	13,250.00	0.00	0.00	13,250.00	0.00
01-000-589.000	LDFA ADMIN CONTRIBUTION	23,250.00	23,250.00	0.00	0.00	23,250.00	0.00
01-000-590.000	LDFA CONTRIB TO FIRE	14,000.00	14,000.00	0.00	0.00	14,000.00	0.00
01-000-591.000	W/S ADMIN CONTRIBUTION	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00
01-000-592.000	LDFA CONTRIB TO POLICE	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
01-000-664.000	INTEREST EARNED	10,000.00	10,000.00	442.29	43.82	9,557.71	4.42
01-000-677.000	LESLIE PUBLIC SCHOOL-XING GUAR	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00
01-000-678.000	MISC REIMBURSEMENTS	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00
01-000-694.000	MISC OTHER	0.00	0.00	12,448.17	799.55	(12,448.17)	100.00
01-000-695.000	LIQUOR CONTROL FEE	1,800.00	1,800.00	982.30	0.00	817.70	54.57
Total Dept 000		1,280,497.00	1,280,497.00	780,066.05	407,195.44	500,430.95	60.92
TOTAL REVENUES		1,280,497.00	1,280,497.00	780,066.05	407,195.44	500,430.95	60.92
Expenditures							
Dept 101 - COUNCIL							
01-101-703.000	SALARIES/WAGES-COUNCIL	6,500.00	6,500.00	3,035.00	1,500.00	3,465.00	46.69
01-101-714.000	FICA EXPENSE	497.00	497.00	232.17	114.75	264.83	46.71
01-101-744.000	SUPPLIES	400.00	400.00	0.00	0.00	400.00	0.00
01-101-915.000	MEMBERSHIPS	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
01-101-960.000	TRAINING	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
Total Dept 101 - COUNCIL		10,897.00	10,897.00	3,267.17	1,614.75	7,629.83	29.98
Dept 172 - CITY MANAGER							
01-172-703.000	SALARIES/WAGES-MANAGER	78,074.00	78,074.00	25,724.39	5,752.01	52,349.61	32.95
01-172-714.000	FICA EXPENSE	6,000.00	6,000.00	1,967.91	440.02	4,032.09	32.80
01-172-720.000	FRINGES	16,100.00	16,100.00	2,235.87	465.92	13,864.13	13.89
01-172-915.000	MEMBERSHIPS	1,000.00	1,000.00	661.69	661.69	338.31	66.17
01-172-920.000	UTILITIES	700.00	700.00	152.01	0.00	547.99	21.72
01-172-959.000	MISCELLANEOUS	100.00	100.00	0.00	0.00	100.00	0.00
01-172-960.000	TRAINING	4,000.00	4,000.00	122.40	0.00	3,877.60	3.06
Total Dept 172 - CITY MANAGER		105,974.00	105,974.00	30,864.27	7,319.64	75,109.73	29.12
Dept 210 - CITY ATTORNEY							
01-210-802.000	ATTORNEY	30,000.00	30,000.00	7,868.00	924.00	22,132.00	26.23
Total Dept 210 - CITY ATTORNEY		30,000.00	30,000.00	7,868.00	924.00	22,132.00	26.23

REVENUE AND EXPENDITURE REPORT FOR CITY OF LESLIE
 PERIOD ENDING 10/31/2021
 % Fiscal Year Completed: 33.70

ACCOUNT NUMBER	DESCRIPTION	2021-22	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	10/31/2021 NORM (ABNORM)	MONTH 10/31/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Expenditures							
Dept 215 - CITY CLERK							
01-215-703.000	SALARIES/WAGES-CITY CLERK	48,742.00	48,742.00	17,115.32	3,837.61	31,626.68	35.11
01-215-714.000	FICA EXPENSE	3,400.00	3,400.00	1,215.85	272.80	2,184.15	35.76
01-215-720.000	FRINGES	19,000.00	19,000.00	5,380.76	326.01	13,619.24	28.32
01-215-959.000	MISCELLANEOUS	200.00	200.00	0.00	0.00	200.00	0.00
01-215-960.000	TRAINING	2,000.00	2,000.00	1,080.91	0.00	919.09	54.05
Total Dept 215 - CITY CLERK		73,342.00	73,342.00	24,792.84	4,436.42	48,549.16	33.80
Dept 247 - BOARD OF REVIEW							
01-247-703.000	SALARIES/WAGES	500.00	500.00	20.00	0.00	480.00	4.00
01-247-714.000	FICA EXPENSE	40.00	40.00	1.52	0.00	38.48	3.80
Total Dept 247 - BOARD OF REVIEW		540.00	540.00	21.52	0.00	518.48	3.99
Dept 253 - FINANCE DIRECTOR/TREAS							
01-253-703.000	SALARIES/WAGES-FIN DIR/TREAS	48,204.00	48,204.00	16,002.77	3,577.61	32,201.23	33.20
01-253-714.000	FICA EXPENSE	3,700.00	3,700.00	1,135.43	253.95	2,564.57	30.69
01-253-720.000	FRINGES	22,500.00	22,500.00	6,320.20	764.92	16,179.80	28.09
01-253-960.000	TRAINING	2,000.00	2,000.00	80.00	0.00	1,920.00	4.00
Total Dept 253 - FINANCE DIRECTOR/TREAS		76,404.00	76,404.00	23,538.40	4,596.48	52,865.60	30.81
Dept 257 - CITY ASSESSOR							
01-257-744.000	SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
01-257-810.000	CONTRACTED SERVICES	16,800.00	16,800.00	5,600.00	1,400.00	11,200.00	33.33
Total Dept 257 - CITY ASSESSOR		17,800.00	17,800.00	5,600.00	1,400.00	12,200.00	31.46
Dept 262 - ELECTIONS							
01-262-703.000	SALARIES/WAGES-ELECTIONS	3,500.00	3,500.00	615.00	0.00	2,885.00	17.57
01-262-744.000	SUPPLIES	800.00	800.00	270.18	0.00	529.82	33.77
01-262-810.000	CONTRACTED SERVICES	1,000.00	1,000.00	683.46	0.00	316.54	68.35
01-262-959.000	MISCELLANEOUS	400.00	400.00	80.14	0.00	319.86	20.04
01-262-960.000	TRAINING	100.00	100.00	0.00	0.00	100.00	0.00
Total Dept 262 - ELECTIONS		5,800.00	5,800.00	1,648.78	0.00	4,151.22	28.43
Dept 265 - CITY HALL							
01-265-703.000	SALARIES/WAGES-CITY HALL	500.00	500.00	179.98	47.06	320.02	36.00
01-265-714.000	FICA EXPENSE	29.00	29.00	13.20	3.44	15.80	45.52
01-265-744.000	SUPPLIES	10,000.00	10,000.00	6,871.22	166.35	3,128.78	68.71
01-265-745.000	BANK FEES	618.00	618.00	0.00	0.00	618.00	0.00
01-265-810.000	CONTRACTED SERVICES	40,000.00	40,000.00	13,673.69	3,613.10	26,326.31	34.18
01-265-811.000	CITY HALL PUBLISHING	2,000.00	2,000.00	620.00	0.00	1,380.00	31.00
01-265-912.000	INSURANCE	1,700.00	1,700.00	0.00	0.00	1,700.00	0.00
01-265-920.000	UTILITIES	11,000.00	11,000.00	2,792.48	254.93	8,207.52	25.39
01-265-930.000	BUILDING MAINTENANCE	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
01-265-940.000	EQUIPMENT RENTAL	100.00	100.00	0.00	0.00	100.00	0.00
01-265-959.000	MISCELLANEOUS	100.00	100.00	0.00	0.00	100.00	0.00
01-265-959.001	MISC EXP - IA CONSUMERS	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LESLIE
 PERIOD ENDING 10/31/2021
 % Fiscal Year Completed: 33.70

L NUMBER	DESCRIPTION	2021-22		YTD BALANCE 10/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 10/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
		ORIGINAL BUDGET	2021-22 AMENDED BUDGET				
Fund 101 - GENERAL FUND							
Expenditures							
Total Dept 265 - CITY HALL		73,047.00	73,047.00	24,150.57	4,084.88	48,896.43	33.06
Dept 276 - CEMETERY							
01-276-703.000	SALARIES/WAGES-CEMETERY	55,500.00	55,500.00	26,832.02	5,347.12	28,667.98	48.35
01-276-714.000	FICA EXPENSE	4,300.00	4,300.00	2,078.63	409.06	2,221.37	48.34
01-276-744.000	SUPPLIES	100.00	100.00	0.00	0.00	100.00	0.00
01-276-912.000	INSURANCE	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00
01-276-940.000	EQUIPMENT RENTAL	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
01-276-959.338	CEMETERY CHARGES	100.00	100.00	340.00	0.00	(240.00)	340.00
01-276-965.000	CONTRIBUTIONS TO OTHER	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00
Total Dept 276 - CEMETERY		87,200.00	87,200.00	29,250.65	5,756.18	57,949.35	33.54
Dept 299 - CONTINGENCIES							
01-299-810.000	CONTRACTED SERVICES	0.00	0.00	561.00	561.00	(561.00)	100.00
01-299-959.000	MISCELLANEOUS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
01-299-965.000	CONTRIBUTIONS TO OTHER	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
Total Dept 299 - CONTINGENCIES		6,000.00	6,000.00	561.00	561.00	5,439.00	9.35
Dept 301 - POLICE SAFETY							
01-301-703.000	SALARIES/WAGES-POLICE	240,464.00	240,464.00	73,847.49	13,875.88	166,616.51	30.71
01-301-703.003	SALARIES POLICE PT	15,500.00	15,500.00	2,703.96	964.91	12,796.04	17.44
01-301-705.000	CROSSING GUARD WAGES	13,500.00	13,500.00	2,368.75	1,400.00	11,131.25	17.55
01-301-714.000	FICA EXPENSE	17,000.00	17,000.00	6,225.96	1,518.81	10,774.04	36.62
01-301-720.000	FRINGES	55,000.00	55,000.00	21,214.70	4,128.51	33,785.30	38.57
01-301-721.000	UNIFORMS & CLEANING	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00
01-301-741.000	GAS & OIL	3,000.00	3,000.00	1,025.45	0.00	1,974.55	34.18
01-301-744.000	SUPPLIES	2,500.00	2,500.00	104.19	0.00	2,395.81	4.17
01-301-745.000	CROSSING GUARD SUPPLIES	100.00	100.00	44.80	0.00	55.20	44.80
01-301-810.000	CONTRACTED SERVICES	5,500.00	5,500.00	1,707.20	199.05	3,792.80	31.04
01-301-820.000	LABOR ATTORNEY	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
01-301-912.000	INSURANCE	11,000.00	11,000.00	0.00	0.00	11,000.00	0.00
01-301-920.000	UTILITIES	6,000.00	6,000.00	2,214.05	137.35	3,785.95	36.90
01-301-931.000	VEHICLE MAINTENANCE	5,000.00	5,000.00	683.72	0.00	4,316.28	13.67
01-301-940.000	EQUIPMENT RENTAL	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
01-301-960.000	TRAINING	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
01-301-970.000	CAPITAL EXPENDITURES	3,000.00	3,000.00	2,235.15	0.00	764.85	74.51
Total Dept 301 - POLICE SAFETY		383,564.00	383,564.00	114,375.42	22,224.51	269,188.58	29.82
Dept 336 - FIRE							
01-336-703.000	SALARIES/WAGES-FIRE	35,500.00	35,500.00	7,925.30	3,781.55	27,574.70	22.32
01-336-714.000	FICA EXPENSE	3,200.00	3,200.00	605.75	288.78	2,594.25	18.93
01-336-721.000	UNIFORMS & CLEANING	1,000.00	1,000.00	4,379.80	2,383.50	(3,379.80)	437.98
01-336-741.000	GAS & OIL	1,800.00	1,800.00	1,033.96	0.00	766.04	57.44
01-336-744.000	SUPPLIES	14,000.00	14,000.00	1,565.09	353.30	12,434.91	11.18
01-336-810.000	CONTRACTED SERVICES	6,000.00	6,000.00	1,393.99	120.25	4,606.01	23.23
01-336-912.000	INSURANCE	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00
01-336-920.000	UTILITIES	7,000.00	7,000.00	1,338.85	64.05	5,661.15	19.13
01-336-930.000	BUILDING MAINTENANCE	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LESLIE
 PERIOD ENDING 10/31/2021
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L NUMBER	DESCRIPTION	2021-22		YTD BALANCE 10/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 10/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
		ORIGINAL BUDGET	2021-22 AMENDED BUDGET				
Fund 101 - GENERAL FUND							
Expenditures							
01-336-931.000	VEHICLE MAINTENANCE	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00
01-336-941.000	HYDRANT RENTAL	7,100.00	7,100.00	3,572.53	1,788.12	3,527.47	50.32
01-336-959.000	MISCELLANEOUS	200.00	200.00	0.00	0.00	200.00	0.00
01-336-959.336	TWP FIRE DEPT	61,000.00	61,000.00	8,507.38	2,854.90	52,492.62	13.95
01-336-960.000	TRAINING	3,000.00	3,000.00	(66.20)	(66.20)	3,066.20	(2.21)
01-336-970.000	CAPITAL EXPENDITURES	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
01-336-999.001	TRANSFER TO PIF	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00
01-336-999.661	TRANSFER TO MVP	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00
Total Dept 336 - FIRE		189,300.00	189,300.00	30,256.45	11,568.25	159,043.55	15.98
Dept 441 - DEPT OF PUBLIC WORKS							
01-441-703.000	SALARIES/WAGES-DPW	44,616.00	44,616.00	26,739.98	4,798.94	17,876.02	59.93
01-441-703.002	DPW DOWNTOWN MAINT	3,500.00	3,500.00	1,392.65	274.13	2,107.35	39.79
01-441-714.000	FICA EXPENSE	3,825.00	3,825.00	2,130.80	383.77	1,694.20	55.71
01-441-720.000	FRINGES	22,000.00	22,000.00	7,155.85	867.55	14,844.15	32.53
01-441-741.000	GAS & OIL	5,000.00	5,000.00	884.67	0.00	4,115.33	17.69
01-441-744.000	SUPPLIES	5,000.00	5,000.00	3,266.56	249.60	1,733.44	65.33
01-441-810.000	CONTRACTED SERVICES	4,000.00	4,000.00	4,700.25	1,129.05	(700.25)	117.51
01-441-820.000	LABOR ATTORNEY	1,000.00	1,000.00	111.00	0.00	889.00	11.10
01-441-912.000	INSURANCE	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00
01-441-920.000	UTILITIES	13,000.00	13,000.00	3,099.35	590.60	9,900.65	23.84
01-441-930.000	BUILDING MAINTENANCE	1,000.00	1,000.00	101.69	0.00	898.31	10.17
01-441-940.000	EQUIPMENT RENTAL	8,000.00	8,000.00	6,434.04	672.98	1,565.96	80.43
01-441-959.000	MISCELLANEOUS	500.00	500.00	126.59	0.00	373.41	25.32
01-441-960.000	TRAINING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
01-441-970.000	CAPITAL EXPENDITURES	5,000.00	5,000.00	230.82	0.00	4,769.18	4.62
Total Dept 441 - DEPT OF PUBLIC WORKS		124,941.00	124,941.00	56,374.25	8,966.62	68,566.75	45.12
Dept 448 - STREET LIGHTS							
01-448-920.000	UTILITIES	38,000.00	38,000.00	9,583.88	0.00	28,416.12	25.22
Total Dept 448 - STREET LIGHTS		38,000.00	38,000.00	9,583.88	0.00	28,416.12	25.22
Dept 600 - CITY SIDEWALKS							
01-600-810.000	CONTRACTED SERVICES	4,500.00	4,500.00	900.00	0.00	3,600.00	20.00
Total Dept 600 - CITY SIDEWALKS		4,500.00	4,500.00	900.00	0.00	3,600.00	20.00
Dept 601 - SIDEWALK MAINTENANCE							
01-601-703.000	SALARIES/WAGES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
01-601-714.000	FICA EXPENSE	79.00	79.00	0.00	0.00	79.00	0.00
01-601-940.000	EQUIPMENT RENTAL	750.00	750.00	0.00	0.00	750.00	0.00
Total Dept 601 - SIDEWALK MAINTENANCE		1,829.00	1,829.00	0.00	0.00	1,829.00	0.00
Dept 721 - PLANNING COMMISSION							
01-721-960.000	TRAINING	500.00	500.00	0.00	0.00	500.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LESLIE
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L NUMBER	DESCRIPTION	2021-22	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	10/31/2021 NORM (ABNORM)	MONTH 10/31/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Expenditures							
Total Dept 721 - PLANNING COMMISSION		500.00	500.00	0.00	0.00	500.00	0.00
Dept 751 - PARKS							
01-751-703.000	SALARIES/WAGES-PARKS	15,200.00	15,200.00	7,110.70	942.76	8,089.30	46.78
01-751-714.000	FICA EXPENSE	1,148.00	1,148.00	528.16	69.43	619.84	46.01
01-751-720.000	FRINGES	1,200.00	1,200.00	1,033.30	189.94	166.70	86.11
01-751-744.000	SUPPLIES	3,000.00	3,000.00	64.29	0.00	2,935.71	2.14
01-751-810.000	CONTRACTED SERVICES	1,000.00	1,000.00	5,283.50	2,100.00	(4,283.50)	528.35
01-751-810.002	TUTTLE PARK MAINTENANCE	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
01-751-912.000	INSURANCE	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00
01-751-920.000	UTILITIES	2,500.00	2,500.00	1,334.58	437.59	1,165.42	53.38
01-751-930.000	BUILDING MAINTENANCE	500.00	500.00	0.00	0.00	500.00	0.00
01-751-940.000	EQUIPMENT RENTAL	5,000.00	5,000.00	1,844.66	334.24	3,155.34	36.89
Total Dept 751 - PARKS		31,748.00	31,748.00	17,199.19	4,073.96	14,548.81	54.17
Dept 756 - POOL							
01-756-703.000	SALARIES/WAGES-POOL	200.00	200.00	4,769.90	4,576.70	(4,569.90)	2,384.95
01-756-714.000	FICA EXPENSE	20.00	20.00	345.96	332.34	(325.96)	1,729.80
01-756-744.000	SUPPLIES	0.00	0.00	28.78	0.00	(28.78)	100.00
01-756-912.000	INSURANCE	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00
01-756-920.000	UTILITIES	800.00	800.00	456.90	0.00	343.10	57.11
01-756-940.000	EQUIPMENT RENTAL	250.00	250.00	3,112.03	3,112.03	(2,862.03)	1,244.81
01-756-959.000	MISCELLANEOUS	100.00	100.00	0.00	0.00	100.00	0.00
Total Dept 756 - POOL		2,570.00	2,570.00	8,713.57	8,021.07	(6,143.57)	339.05
Dept 790 - LIBRARY							
01-790-703.000	SALARIES/WAGES	500.00	500.00	0.00	0.00	500.00	0.00
01-790-714.000	FICA EXPENSE	70.00	70.00	0.00	0.00	70.00	0.00
01-790-810.000	CONTRACTED SERVICES	1,200.00	1,200.00	316.00	0.00	884.00	26.33
01-790-912.000	INSURANCE	750.00	750.00	0.00	0.00	750.00	0.00
01-790-930.000	BUILDING MAINTENANCE	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
01-790-940.000	EQUIPMENT RENTAL	500.00	500.00	0.00	0.00	500.00	0.00
Total Dept 790 - LIBRARY		4,520.00	4,520.00	316.00	0.00	4,204.00	6.99
Dept 851 - INSURANCE & BONDS							
01-851-912.000	INSURANCE	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00
Total Dept 851 - INSURANCE & BONDS		9,000.00	9,000.00	0.00	0.00	9,000.00	0.00
TOTAL EXPENDITURES		1,277,476.00	1,277,476.00	389,281.96	85,547.76	888,194.04	30.47
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		1,280,497.00	1,280,497.00	780,066.05	407,195.44	500,430.95	60.92
TOTAL EXPENDITURES		1,277,476.00	1,277,476.00	389,281.96	85,547.76	888,194.04	30.47
NET OF REVENUES & EXPENDITURES		3,021.00	3,021.00	390,784.09	321,647.68	(387,763.09)	12,935.5

Fund 202 MAJOR STREET FUND

GL Number	Description	Balance
*** Assets ***		
202-000-001.000	CASH ACCOUNT	433,021.37
202-000-017.000	MBIA-CLASS INVESTMENTS	1,429.70
202-000-035.000	ACCOUNTS RECEIVABLE	23,970.99
202-000-123.000	PREPAID EXPENSES	44.65
Total Assets		458,466.71
*** Liabilities ***		
202-000-202.000	ACCOUNTS PAYABLE	2,610.24
Total Liabilities		2,610.24
*** Fund Balance ***		
202-000-390.000	FUND BALANCE	341,579.30
Total Fund Balance		341,579.30
Beginning Fund Balance - 20-21		341,579.30
Net of Revenues VS Expenditures - 20-21		76,540.60
*20-21 End FB/21-22 Beg FB		418,119.90
Net of Revenues VS Expenditures - Current Year		37,736.57
Ending Fund Balance		455,856.47
Total Liabilities And Fund Balance		458,466.71

* Year Not Closed

PERIOD ENDING 10/31/2021

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L NUMBER	DESCRIPTION	2021-22		YTD BALANCE 10/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 10/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
		ORIGINAL BUDGET	2021-22 AMENDED BUDGET				
Fund 202 - MAJOR STREET FUND							
Revenues							
Dept 000							
02-000-546.000	GAS & WEIGHT TAX	190,140.00	190,140.00	65,620.02	0.00	124,519.98	34.51
02-000-610.000	BUILD MICHIGAN	3,200.00	3,200.00	1,162.95	0.00	2,037.05	36.34
02-000-664.000	INTEREST EARNED	3,500.00	3,500.00	124.01	0.00	3,375.99	3.54
Total Dept 000		196,840.00	196,840.00	66,906.98	0.00	129,933.02	33.99
TOTAL REVENUES		196,840.00	196,840.00	66,906.98	0.00	129,933.02	33.99
Expenditures							
Dept 463 - ROUTINE MAINTENANCE							
02-463-703.000	SALARIES/WAGES-MS RM	35,000.00	35,000.00	13,695.20	2,145.69	21,304.80	39.13
02-463-714.000	FICA EXPENSE	2,295.00	2,295.00	1,006.41	155.97	1,288.59	43.85
02-463-720.000	FRINGES	10,000.00	10,000.00	3,383.05	329.34	6,616.95	33.83
02-463-744.000	SUPPLIES	6,000.00	6,000.00	401.89	118.32	5,598.11	6.70
02-463-810.000	CONTRACTED SERVICES	3,000.00	3,000.00	3,230.00	1,775.00	(230.00)	107.67
02-463-940.000	EQUIPMENT RENTAL	15,000.00	15,000.00	6,438.02	1,722.19	8,561.98	42.92
Total Dept 463 - ROUTINE MAINTENANCE		71,295.00	71,295.00	28,154.57	6,246.51	43,140.43	39.49
Dept 474 - TRAFFIC SERVICE							
02-474-703.000	SALARIES/WAGES-MS TR	2,500.00	2,500.00	524.86	0.00	1,975.14	20.99
02-474-714.000	FICA EXPENSE	106.00	106.00	37.80	0.00	68.20	35.66
02-474-744.000	SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
02-474-810.000	CONTRACTED SERVICES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
02-474-940.000	EQUIPMENT RENTAL	3,000.00	3,000.00	71.21	0.00	2,928.79	2.37
Total Dept 474 - TRAFFIC SERVICE		9,106.00	9,106.00	633.87	0.00	8,472.13	6.96
Dept 478 - WINTER MAINTENANCE							
02-478-703.000	SALARIES/WAGES-MS WM	5,400.00	5,400.00	0.00	0.00	5,400.00	0.00
02-478-714.000	FICA EXPENSE	479.00	479.00	0.00	0.00	479.00	0.00
02-478-720.000	FRINGES	1,500.00	1,500.00	381.97	0.00	1,118.03	25.46
02-478-744.000	SUPPLIES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
02-478-940.000	EQUIPMENT RENTAL	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 478 - WINTER MAINTENANCE		13,379.00	13,379.00	381.97	0.00	12,997.03	2.85
Dept 484 - ADMINISTRATION							
02-484-810.000	CONTRACTED SERVICES	3,200.00	3,200.00	0.00	0.00	3,200.00	0.00
02-484-960.000	TRAINING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
02-484-965.000	CONTRIBUTIONS TO OTHER	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00
Total Dept 484 - ADMINISTRATION		29,200.00	29,200.00	0.00	0.00	29,200.00	0.00
TOTAL EXPENDITURES		122,980.00	122,980.00	29,170.41	6,246.51	93,809.59	23.72

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REVENUE AND EXPENDITURE REPORT FOR CITY OF LESLIE
 PERIOD ENDING 10/31/2021
 % Fiscal Year Completed: 33.70

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDT USED
		ORIGINAL BUDGET	2021-22 AMENDED BUDGET	10/31/2021 NORM (ABNORM)	MONTH 10/31/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 202 - MAJOR STREET FUND							
	TOTAL REVENUES	196,840.00	196,840.00	66,906.98	0.00	129,933.02	33.99
	TOTAL EXPENDITURES	122,980.00	122,980.00	29,170.41	6,246.51	93,809.59	23.72
	NET OF REVENUES & EXPENDITURES	73,860.00	73,860.00	37,736.57	(6,246.51)	36,123.43	51.09

Fund 203 LOCAL STREET FUND

GL Number	Description	Balance
*** Assets ***		
203-000-001.000	CASH ACCOUNT	66,344.22
203-000-035.000	ACCOUNTS RECEIVABLE	8,416.45
203-000-123.000	PREPAID EXPENSES	44.65
Total Assets		74,805.32
*** Liabilities ***		
203-000-202.000	ACCOUNTS PAYABLE	2,142.00
Total Liabilities		2,142.00
*** Fund Balance ***		
203-000-390.000	FUND BALANCE	112,159.42
Total Fund Balance		112,159.42
Beginning Fund Balance - 20-21		112,159.42
Net of Revenues VS Expenditures - 20-21		(42,778.69)
*20-21 End FB/21-22 Beg FB		69,380.73
Net of Revenues VS Expenditures - Current Year		3,282.59
Ending Fund Balance		72,663.32
Total Liabilities And Fund Balance		74,805.32

* Year Not Closed

REVENUE AND EXPENDITURE REPORT FOR CITY OF LESLIE
 PERIOD ENDING 10/31/2021
 % Fiscal Year Completed: 33.70

L NUMBER	DESCRIPTION	2021-22	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	10/31/2021 NORM (ABNORM)	MONTH 10/31/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 203 - LOCAL STREET FUND							
Revenues							
Dept 000							
03-000-546.000	GAS & WEIGHT TAX	70,326.00	70,326.00	23,039.69	0.00	47,286.31	32.76
03-000-610.000	BUILD MICHIGAN	1,200.00	1,200.00	408.32	0.00	791.68	34.03
03-000-653.000	METRO ACT MAINTENANCE FEE	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00
03-000-664.000	INTEREST EARNED	1,000.00	1,000.00	19.78	0.00	980.22	1.98
03-000-699.000	CONTRIBUTIONS FROM OTHER FND	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00
Total Dept 000		105,026.00	105,026.00	23,467.79	0.00	81,558.21	22.34
TOTAL REVENUES		105,026.00	105,026.00	23,467.79	0.00	81,558.21	22.34
Expenditures							
Dept 463 - ROUTINE MAINTENANCE							
03-463-703.000	SALARIES/WAGES-LS RM	20,000.00	20,000.00	8,642.26	1,280.26	11,357.74	43.21
03-463-714.000	FICA EXPENSE	1,530.00	1,530.00	631.51	92.89	898.49	41.28
03-463-720.000	FRINGES	7,000.00	7,000.00	2,810.32	278.52	4,189.68	40.15
03-463-744.000	SUPPLIES	5,000.00	5,000.00	(61.48)	0.00	5,061.48	(1.23)
03-463-810.000	CONTRACTED SERVICES	34,000.00	34,000.00	3,230.00	1,775.00	30,770.00	9.50
03-463-940.000	EQUIPMENT RENTAL	8,000.00	8,000.00	3,965.11	1,428.51	4,034.89	49.56
Total Dept 463 - ROUTINE MAINTENANCE		75,530.00	75,530.00	19,217.72	4,855.18	56,312.28	25.44
Dept 474 - TRAFFIC SERVICE							
03-474-703.000	SALARIES/WAGES-LS TR	6,000.00	6,000.00	531.46	0.00	5,468.54	8.86
03-474-714.000	FICA EXPENSE	400.00	400.00	38.14	0.00	361.86	9.54
03-474-744.000	SUPPLIES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
03-474-940.000	EQUIPMENT RENTAL	5,000.00	5,000.00	75.74	0.00	4,924.26	1.51
Total Dept 474 - TRAFFIC SERVICE		12,900.00	12,900.00	645.34	0.00	12,254.66	5.00
Dept 478 - WINTER MAINTENANCE							
03-478-703.000	SALARIES/WAGES-LS WM	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00
03-478-714.000	FICA EXPENSE	412.00	412.00	0.00	0.00	412.00	0.00
03-478-720.000	FRINGES	1,500.00	1,500.00	322.14	0.00	1,177.86	21.48
03-478-744.000	SUPPLIES	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
03-478-940.000	EQUIPMENT RENTAL	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 478 - WINTER MAINTENANCE		11,412.00	11,412.00	322.14	0.00	11,089.86	2.82
Dept 484 - ADMINISTRATION							
03-484-810.000	CONTRACTED SERVICES	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00
03-484-960.000	TRAINING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 484 - ADMINISTRATION		3,500.00	3,500.00	0.00	0.00	3,500.00	0.00
TOTAL EXPENDITURES		103,342.00	103,342.00	20,185.20	4,855.18	83,156.80	19.53

REVENUE AND EXPENDITURE REPORT FOR CITY OF LESLIE

PERIOD ENDING 10/31/2021
 % Fiscal Year Completed: 33.70

GL NUMBER	DESCRIPTION	2021-22	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	10/31/2021 NORM (ABNORM)	MONTH 10/31/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 203 - LOCAL STREET FUND							
	TOTAL REVENUES	105,026.00	105,026.00	23,467.79	0.00	81,558.21	22.34
	TOTAL EXPENDITURES	103,342.00	103,342.00	20,185.20	4,855.18	83,156.80	19.53
	NET OF REVENUES & EXPENDITURES	1,684.00	1,684.00	3,282.59	(4,855.18)	(1,598.59)	194.93

Fund 245 PUBLIC IMPROVEMENT FUND

GL Number	Description	Balance
*** Assets ***		
245-000-001.000	CASH ACCOUNT	171,426.52
245-000-017.000	MBIA-CLASS INVESTMENTS	1,990.22
Total Assets		173,416.74
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
245-000-390.000	Fund Balance	168,349.27
Total Fund Balance		168,349.27
Beginning Fund Balance - 20-21		168,349.27
Net of Revenues VS Expenditures - 20-21		6,232.87
*20-21 End FB/21-22 Beg FB		174,582.14
Net of Revenues VS Expenditures - Current Year		(1,165.40)
Ending Fund Balance		173,416.74
Total Liabilities And Fund Balance		173,416.74

* Year Not Closed

REVENUE AND EXPENDITURE REPORT FOR CITY OF LESLIE

PERIOD ENDING 10/31/2021

% Fiscal Year Completed: 33.70

FUND NUMBER	DESCRIPTION	2021-22		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		ORIGINAL BUDGET	2021-22 AMENDED BUDGET	10/31/2021 NORM (ABNORM)	MONTH 10/31/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 245 - PUBLIC IMPROVEMENT FUND							
Revenues							
Dept 000							
45-000-664.000	INTEREST EARNED	2,000.00	2,000.00	51.12	0.00	1,948.88	2.56
Total Dept 000		<u>2,000.00</u>	<u>2,000.00</u>	<u>51.12</u>	<u>0.00</u>	<u>1,948.88</u>	<u>2.56</u>
TOTAL REVENUES		<u>2,000.00</u>	<u>2,000.00</u>	<u>51.12</u>	<u>0.00</u>	<u>1,948.88</u>	<u>2.56</u>
Expenditures							
Dept 756 - POOL							
45-756-970.000	CAPITAL EXPENDITURES	0.00	0.00	1,216.52	1,216.52	(1,216.52)	100.00
Total Dept 756 - POOL		<u>0.00</u>	<u>0.00</u>	<u>1,216.52</u>	<u>1,216.52</u>	<u>(1,216.52)</u>	<u>100.00</u>
TOTAL EXPENDITURES		<u>0.00</u>	<u>0.00</u>	<u>1,216.52</u>	<u>1,216.52</u>	<u>(1,216.52)</u>	<u>100.00</u>
Fund 245 - PUBLIC IMPROVEMENT FUND:							
TOTAL REVENUES		2,000.00	2,000.00	51.12	0.00	1,948.88	2.56
TOTAL EXPENDITURES		0.00	0.00	1,216.52	1,216.52	(1,216.52)	100.00
NET OF REVENUES & EXPENDITURES		<u>2,000.00</u>	<u>2,000.00</u>	<u>(1,165.40)</u>	<u>(1,216.52)</u>	<u>3,165.40</u>	<u>58.27</u>

Fund 590 SEWER FUND

GL Number	Description	Balance
*** Assets ***		
590-000-001.000	CASH ACCOUNT	(164,704.84)
590-000-004.000	INVESTMENTS	428.70
590-000-016.000	BOND & INT REDEMPTION-2012 SEWER	62,231.94
590-000-016.010	BOND RESERVE ACCT - 2012 SEWER	1,592.01
590-000-016.020	REPAIR, REPLACE, IMPROVE ACCT-201	149,410.68
590-000-017.000	MBIA-CLASS INVESTMENTS	65,207.59
590-000-035.000	ACCOUNTS RECEIVABLE	26,119.97
590-000-123.000	PREPAID EXPENSES	5,000.09
590-000-152.000	FIXED ASSETS	5,882,903.04
590-000-153.000	ACCUMULATED DEPRECIATION	(2,929,212.44)
Total Assets		3,098,976.74
*** Liabilities ***		
590-000-202.000	ACCOUNTS PAYABLE	32,146.14
590-000-251.000	ACCRUED INTEREST	5,683.00
590-000-300.100	USDA RD BOND PAYABLE	1,240,000.00
Total Liabilities		1,277,829.14
*** Fund Balance ***		
590-000-390.000	FUND BALANCE	1,978,716.09
Total Fund Balance		1,978,716.09
Beginning Fund Balance - 20-21		1,978,716.09
Net of Revenues VS Expenditures - 20-21		(131,745.36)
*20-21 End FB/21-22 Beg FB		1,846,970.73
Net of Revenues VS Expenditures - Current Year		(25,823.13)
Ending Fund Balance		1,821,147.60
Total Liabilities And Fund Balance		3,098,976.74

* Year Not Closed

PERIOD ENDING 10/31/2021
 % Fiscal Year Completed: 33.70

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE 10/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 10/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
		ORIGINAL BUDGET	2021-22 AMENDED BUDGET				
Fund 590 - SEWER FUND							
Revenues							
Dept 000							
590-000-636.000	SEWER TAP FEES	0.00	0.00	20.00	0.00	(20.00)	100.00
590-000-648.000	SEWER SALES	390,000.00	390,000.00	98,430.48	(228.78)	291,569.52	25.24
590-000-657.000	SEWER PENALTIES	7,500.00	7,500.00	1,764.98	0.00	5,735.02	23.53
590-000-664.002	INT EARNED-SEWER	1,000.00	1,000.00	17.83	0.00	982.17	1.78
Total Dept 000		398,500.00	398,500.00	100,233.29	(228.78)	298,266.71	25.15
TOTAL REVENUES		398,500.00	398,500.00	100,233.29	(228.78)	298,266.71	25.15
Expenditures							
Dept 528 - SEWER PLANT							
590-528-703.000	SALARIES/WAGES	90,000.00	90,000.00	32,826.20	7,667.16	57,173.80	36.47
590-528-714.000	FICA EXPENSE	9,000.00	9,000.00	4,403.96	1,090.32	4,596.04	48.93
590-528-720.000	FRINGES	8,629.00	8,629.00	782.30	178.69	7,846.70	9.07
590-528-744.000	SUPPLIES	10,000.00	10,000.00	8,304.69	3,644.10	1,695.31	83.05
590-528-810.000	CONTRACTED SERVICES	25,000.00	25,000.00	9,984.78	5,297.00	15,015.22	39.94
590-528-912.000	INSURANCE	6,300.00	6,300.00	0.00	0.00	6,300.00	0.00
590-528-920.000	UTILITIES SEWER PLANT	30,000.00	30,000.00	15,888.79	109.60	14,111.21	52.96
590-528-940.000	EQUIPMENT RENTAL	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
590-528-959.000	MISCELLANEOUS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
590-528-960.000	TRAINING	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
590-528-970.000	CAPITAL EXPENDITURES	0.00	0.00	9,739.11	5,118.21	(9,739.11)	100.00
Total Dept 528 - SEWER PLANT		185,929.00	185,929.00	81,929.83	23,105.08	103,999.17	44.07
Dept 529 - SEWER COLLECTION							
590-529-703.000	SALARIES/WAGES	41,079.00	41,079.00	14,169.36	2,789.40	26,909.64	34.49
590-529-714.000	FICA EXPENSE	3,000.00	3,000.00	1,040.81	205.04	1,959.19	34.69
590-529-720.000	FRINGES	13,000.00	13,000.00	6,366.62	889.64	6,633.38	48.97
590-529-744.000	SUPPLIES	7,000.00	7,000.00	145.95	145.95	6,854.05	2.09
590-529-810.000	CONTRACTED SERVICES	40,000.00	40,000.00	14,569.60	4,540.00	25,430.40	36.42
590-529-912.000	INSURANCE	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
590-529-940.000	EQUIPMENT RENTAL	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00
590-529-959.000	MISCELLANEOUS	500.00	500.00	0.00	0.00	500.00	0.00
590-529-960.000	TRAINING	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
590-529-970.000	CAPITAL EXPENDITURES	15,000.00	15,000.00	7,834.25	7,834.25	7,165.75	52.23
Total Dept 529 - SEWER COLLECTION		125,579.00	125,579.00	44,126.59	16,404.28	81,452.41	35.14
Dept 558 - ADMINISTRATIVE							
590-558-965.010	ADMIN SUPPORT	32,500.00	32,500.00	0.00	0.00	32,500.00	0.00
590-558-993.011	2012 WWTP DEBT SERVICE-PRIN	26,000.00	26,000.00	0.00	0.00	26,000.00	0.00
590-558-995.000	INT ON BOND DEBT	33,000.00	33,000.00	0.00	0.00	33,000.00	0.00
Total Dept 558 - ADMINISTRATIVE		91,500.00	91,500.00	0.00	0.00	91,500.00	0.00
TOTAL EXPENDITURES		403,008.00	403,008.00	126,056.42	39,509.36	276,951.58	31.28

REVENUE AND EXPENDITURE REPORT FOR CITY OF LESLIE

PERIOD ENDING 10/31/2021
 % Fiscal Year Completed: 33.70

ACCOUNT NUMBER	DESCRIPTION	2021-22		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	2021-22 AMENDED BUDGET	10/31/2021 NORM (ABNORM)	MONTH 10/31/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 590 - SEWER FUND							
Fund 590 - SEWER FUND:							
TOTAL REVENUES		398,500.00	398,500.00	100,233.29	(228.78)	298,266.71	25.15
TOTAL EXPENDITURES		403,008.00	403,008.00	126,056.42	39,509.36	276,951.58	31.28
NET OF REVENUES & EXPENDITURES		(4,508.00)	(4,508.00)	(25,823.13)	(39,738.14)	21,315.13	572.83

Fund 591 WATER FUND

GL Number	Description	Balance
*** Assets ***		
591-000-001.000	CASH ACCOUNT	459,963.12
591-000-004.000	INVESTMENTS	511.89
591-000-006.010	2012 WATER BOND & INTEREST REDEMP	43,181.62
591-000-017.000	MBIA-CLASS INVESTMENTS	1,356.63
591-000-035.000	ACCOUNTS RECEIVABLE	40,195.23
591-000-123.000	PREPAID EXPENSES	2,621.00
591-000-152.000	FIXED ASSETS	5,173,222.22
591-000-153.000	ACCUMULATED DEPRECIATION	(1,292,011.20)
Total Assets		4,429,040.51
*** Liabilities ***		
591-000-202.000	ACCOUNTS PAYABLE	5,241.29
591-000-251.000	ACCRUED INTEREST	7,313.00
591-000-256.000	DEPOSIT ON HYDRANT RENTAL	15.00
591-000-300.000	REVENUE BONDS PAYABLE	1,512,277.00
Total Liabilities		1,524,846.29
*** Fund Balance ***		
591-000-390.000	FUND BALANCE	2,811,657.73
Total Fund Balance		2,811,657.73
Beginning Fund Balance - 20-21		2,811,657.73
Net of Revenues VS Expenditures - 20-21		73,655.38
*20-21 End FB/21-22 Beg FB		2,885,313.11
Net of Revenues VS Expenditures - Current Year		18,881.11
Ending Fund Balance		2,904,194.22
Total Liabilities And Fund Balance		4,429,040.51

* Year Not Closed

User: CARRIE

PERIOD ENDING 10/31/2021

OB: Leslie

% Fiscal Year Completed: 33.70

FUND NUMBER	DESCRIPTION	2021-22		YTD BALANCE 10/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 10/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
		ORIGINAL BUDGET	2021-22 AMENDED BUDGET				
Fund 591 - WATER FUND							
Revenues							
Dept 000							
91-000-609.000	WATER METERS	0.00	0.00	2,411.37	168.57	(2,411.37)	100.00
91-000-635.000	WATER TAP FEES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
91-000-640.000	WATER TURN ON	1,500.00	1,500.00	455.00	0.00	1,045.00	30.33
91-000-647.000	WATER SALES	400,000.00	400,000.00	112,234.44	(309.20)	287,765.56	28.06
91-000-656.000	WATER PENALTIES	9,000.00	9,000.00	2,109.42	0.00	6,890.58	23.44
91-000-664.001	INT EARNED-WATER	4,500.00	4,500.00	144.80	0.00	4,355.20	3.22
91-000-669.000	HYDRANT RENTAL	7,200.00	7,200.00	1,678.52	0.00	5,521.48	23.31
91-000-669.001	TOWNSHIP HYDRANT RENTAL	7,200.00	7,200.00	0.00	0.00	7,200.00	0.00
Total Dept 000		430,900.00	430,900.00	119,033.55	(140.63)	311,866.45	27.62
TOTAL REVENUES		430,900.00	430,900.00	119,033.55	(140.63)	311,866.45	27.62
Expenditures							
Dept 556 - WELLS & IRON REMOVAL							
91-556-703.000	SALARIES/WAGES	27,894.00	27,894.00	7,719.30	1,485.49	20,174.70	27.67
91-556-714.000	FICA EXPENSE	2,000.00	2,000.00	557.79	106.83	1,442.21	27.89
91-556-720.000	FRINGES	8,500.00	8,500.00	3,808.25	430.38	4,691.75	44.80
91-556-744.000	SUPPLIES	10,000.00	10,000.00	1,391.75	0.00	8,608.25	13.92
91-556-810.000	CONTRACTED SERVICES	13,500.00	13,500.00	0.00	0.00	13,500.00	0.00
91-556-812.000	SDWA FEES	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
91-556-912.000	INSURANCE	2,200.00	2,200.00	0.00	0.00	2,200.00	0.00
91-556-920.000	UTILITIES	15,000.00	15,000.00	4,459.54	0.00	10,540.46	29.73
91-556-930.000	BUILDING MAINTENANCE	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
91-556-940.000	EQUIPMENT RENTAL	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
91-556-959.000	MISCELLANEOUS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
91-556-970.000	CAPITAL EXPENDITURES	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00
Total Dept 556 - WELLS & IRON REMOVAL		117,594.00	117,594.00	17,936.63	2,022.70	99,657.37	15.25
Dept 557 - WATER DISTRIBUTION							
91-557-703.000	SALARIES/WAGES	56,523.00	56,523.00	28,402.16	4,550.00	28,120.84	50.25
91-557-714.000	FICA EXPENSE	4,200.00	4,200.00	2,077.66	333.74	2,122.34	49.47
91-557-720.000	FRINGES	18,000.00	18,000.00	8,480.69	1,208.46	9,519.31	47.11
91-557-744.000	SUPPLIES	30,000.00	30,000.00	11,063.14	1,590.25	18,936.86	36.88
91-557-744.001	BULK SUPPLIES FOR RESALE	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00
91-557-810.000	CONTRACTED SERVICES	15,000.00	15,000.00	4,945.14	1,538.00	10,054.86	32.97
91-557-912.000	INSURANCE	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
91-557-920.000	UTILITIES	1,500.00	1,500.00	1,025.46	0.00	474.54	68.36
91-557-940.000	EQUIPMENT RENTAL	8,000.00	8,000.00	11,361.14	597.03	(3,361.14)	142.01
91-557-960.000	TRAINING	3,500.00	3,500.00	770.00	770.00	2,730.00	22.00
91-557-970.000	CAPITAL EXPENDITURES	30,000.00	30,000.00	402.92	0.00	29,597.08	1.34
Total Dept 557 - WATER DISTRIBUTION		172,223.00	172,223.00	68,528.31	10,587.48	103,694.69	39.79
Dept 558 - ADMINISTRATIVE							
91-558-965.010	ADMIN SUPPORT	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00
91-558-993.012	2012 WATER PROJ DEBT SERVICE	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00
91-558-995.000	INT ON BOND DEBT	31,000.00	31,000.00	13,687.50	0.00	17,312.50	44.15
Total Dept 558 - ADMINISTRATIVE		136,000.00	136,000.00	13,687.50	0.00	122,312.50	10.06

REVENUE AND EXPENDITURE REPORT FOR CITY OF LESLIE

PERIOD ENDING 10/31/2021
 % Fiscal Year Completed: 33.70

EL NUMBER	DESCRIPTION	2021-22		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	2021-22 AMENDED BUDGET	10/31/2021 NORM (ABNORM)	MONTH 10/31/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 591 - WATER FUND							
Expenditures							
TOTAL EXPENDITURES		425,817.00	425,817.00	100,152.44	12,610.18	325,664.56	23.52
Fund 591 - WATER FUND:							
TOTAL REVENUES		430,900.00	430,900.00	119,033.55	(140.63)	311,866.45	27.62
TOTAL EXPENDITURES		425,817.00	425,817.00	100,152.44	12,610.18	325,664.56	23.52
NET OF REVENUES & EXPENDITURES		5,083.00	5,083.00	18,881.11	(12,750.81)	(13,798.11)	371.46

Fund 661 MOTOR VEHICLE POOL FUND

GL Number	Description	Balance
*** Assets ***		
661-000-001.000	CASH ACCOUNT	219,528.06
661-000-004.000	INVESTMENT	421.14
661-000-017.000	MBIA-CLASS INVESTMENTS	1,801.20
661-000-152.000	FIXED ASSETS	2,165,600.46
661-000-153.000	ACCUMULATED DEPRECIATION	(1,146,831.96)
Total Assets		1,240,518.90
*** Liabilities ***		
661-000-202.000	ACCOUNTS PAYABLE	2,135.39
Total Liabilities		2,135.39
*** Fund Balance ***		
661-000-390.000	FUND BALANCE	1,245,716.17
Total Fund Balance		1,245,716.17
Beginning Fund Balance - 20-21		1,245,716.17
Net of Revenues VS Expenditures - 20-21		(29,621.88)
*20-21 End FB/21-22 Beg FB		1,216,094.29
Net of Revenues VS Expenditures - Current Year		22,289.22
Ending Fund Balance		1,238,383.51
Total Liabilities And Fund Balance		1,240,518.90

* Year Not Closed

REVENUE AND EXPENDITURE REPORT FOR CITY OF LESLIE

PERIOD ENDING 10/31/2021
 % Fiscal Year Completed: 33.70

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE 10/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 10/31/21 INCR (DECR)	AVAILABLE		% BDGT USED
		ORIGINAL BUDGET	2021-22 AMENDED BUDGET			BALANCE NORM (ABNORM)		
Fund 661 - MOTOR VEHICLE POOL FUND								
Revenues								
Dept 000								
561-000-664.000	INTEREST EARNED	6,800.00	6,800.00	62.46	0.00	6,737.54		0.92
561-000-668.001	ALL EQUIP RENTAL	70,000.00	70,000.00	31,551.95	6,116.98	38,448.05		45.07
Total Dept 000		76,800.00	76,800.00	31,614.41	6,116.98	45,185.59		41.16
TOTAL REVENUES		76,800.00	76,800.00	31,614.41	6,116.98	45,185.59		41.16
Expenditures								
Dept 301 - POLICE SAFETY								
561-301-931.000	VEHICLE MAINTENANCE	3,400.00	3,400.00	0.00	0.00	3,400.00		0.00
561-301-970.000	CAPITAL EXPENDITURES	5,000.00	5,000.00	0.00	0.00	5,000.00		0.00
Total Dept 301 - POLICE SAFETY		8,400.00	8,400.00	0.00	0.00	8,400.00		0.00
Dept 441 - DEPT OF PUBLIC WORKS								
561-441-703.000	SALARIES/WAGES-DPW MVP	15,000.00	15,000.00	3,248.99	534.13	11,751.01		21.66
561-441-714.000	FICA EXPENSE	1,000.00	1,000.00	231.14	37.68	768.86		23.11
561-441-720.000	FRINGES	7,000.00	7,000.00	2,668.23	227.98	4,331.77		38.12
561-441-741.000	GAS & OIL	6,500.00	6,500.00	1,895.30	0.00	4,604.70		29.16
561-441-744.000	SUPPLIES	15,000.00	15,000.00	721.51	(659.40)	14,278.49		4.81
561-441-810.000	CONTRACTED SERVICES	8,000.00	8,000.00	0.00	0.00	8,000.00		0.00
561-441-940.000	EQUIPMENT RENTAL	1,500.00	1,500.00	0.00	0.00	1,500.00		0.00
561-441-960.000	TRAINING	500.00	500.00	0.00	0.00	500.00		0.00
561-441-970.000	CAPITAL EXPENDITURES	10,000.00	10,000.00	560.02	0.00	9,439.98		5.60
Total Dept 441 - DEPT OF PUBLIC WORKS		64,500.00	64,500.00	9,325.19	140.39	55,174.81		14.46
TOTAL EXPENDITURES		72,900.00	72,900.00	9,325.19	140.39	63,574.81		12.79
Fund 661 - MOTOR VEHICLE POOL FUND:								
TOTAL REVENUES		76,800.00	76,800.00	31,614.41	6,116.98	45,185.59		41.16
TOTAL EXPENDITURES		72,900.00	72,900.00	9,325.19	140.39	63,574.81		12.79
NET OF REVENUES & EXPENDITURES		3,900.00	3,900.00	22,289.22	5,976.59	(18,389.22)		571.52
TOTAL REVENUES - ALL FUNDS		2,543,777.00	2,543,777.00	1,190,273.74	417,813.56	1,353,503.26		46.79
TOTAL EXPENDITURES - ALL FUNDS		2,466,744.00	2,466,744.00	710,991.74	151,347.41	1,755,752.26		28.82
NET OF REVENUES & EXPENDITURES		77,033.00	77,033.00	479,282.00	266,466.15	(402,249.00)		622.18

Fund 250 LDFA Fund

GL Number	Description	Balance
*** Assets ***		
250-000-001.000	CASH ACCOUNT	200,725.82
250-000-017.000	MBIA-CLASS INVESTMENTS	3,135.84
Total Assets		203,861.66
*** Liabilities ***		
250-000-202.000	ACCOUNTS PAYABLE	12,853.90
250-000-214.101	DUE TO GENERAL FUND	5,100.82
Total Liabilities		17,954.72
*** Fund Balance ***		
250-000-390.000	FUND BALANCE	366,816.19
Total Fund Balance		366,816.19
Beginning Fund Balance - 20-21		366,816.19
Net of Revenues VS Expenditures - 20-21		(228,310.61)
*20-21 End FB/21-22 Beg FB		138,505.58
Net of Revenues VS Expenditures - Current Year		47,401.36
Ending Fund Balance		185,906.94
Total Liabilities And Fund Balance		203,861.66

* Year Not Closed

PERIOD ENDING 10/31/2021

% Fiscal Year Completed: 33.70

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE 10/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 10/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
		2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET				
Fund 250 - LDFA Fund							
Revenues							
Dept 000							
250-000-405.000	TIF CAPTURE	7,569.00	7,569.00	53,954.56	0.00	(46,385.56)	712.84
250-000-664.000	INTEREST EARNED	5,000.00	5,000.00	30.04	(15.89)	4,969.96	0.60
250-000-694.000	MISC OTHER	100.00	100.00	0.00	0.00	100.00	0.00
Total Dept 000		12,669.00	12,669.00	53,984.60	(15.89)	(41,315.60)	426.12
TOTAL REVENUES		12,669.00	12,669.00	53,984.60	(15.89)	(41,315.60)	426.12
Expenditures							
Dept 897 - LDFA ACTIVITY							
250-897-714.000	FICA EXPENSE	0.00	0.00	142.25	31.80	(142.25)	100.00
250-897-810.000	CONTRACTED SERVICES	0.00	0.00	275.64	0.00	(275.64)	100.00
250-897-942.000	INGHAM COUNTY EDC	9,500.00	9,500.00	0.00	0.00	9,500.00	0.00
250-897-943.000	SPECIAL PROJECTS	500.00	500.00	4,305.18	0.00	(3,805.18)	861.04
250-897-944.000	PUBLIC RELATIONS	500.00	500.00	0.00	0.00	500.00	0.00
250-897-959.000	MISCELLANEOUS	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
250-897-965.010	ADMIN SUPPORT	5,356.00	5,356.00	1,860.17	415.98	3,495.83	34.73
250-897-965.020	FIRE DEPT CONTRIBUTION	14,000.00	14,000.00	0.00	0.00	14,000.00	0.00
250-897-965.050	POLICE DEPT CONTRIBUTION	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
Total Dept 897 - LDFA ACTIVITY		41,356.00	41,356.00	6,583.24	447.78	34,772.76	15.92
TOTAL EXPENDITURES		41,356.00	41,356.00	6,583.24	447.78	34,772.76	15.92
Fund 250 - LDFA Fund:							
TOTAL REVENUES		12,669.00	12,669.00	53,984.60	(15.89)	(41,315.60)	426.12
TOTAL EXPENDITURES		41,356.00	41,356.00	6,583.24	447.78	34,772.76	15.92
NET OF REVENUES & EXPENDITURES		(28,687.00)	(28,687.00)	47,401.36	(463.67)	(76,088.36)	165.24

Fund 248 DDA Fund

GL Number	Description	Balance
*** Assets ***		
248-000-001.000	CASH ACCOUNT	204,307.55
248-000-017.000	MBIA-CLASS INVESTMENTS	1,462.15
248-000-060.101	NOTE RECEIVABLE FROM GEN FUND	93,846.49
Total Assets		299,616.19
*** Liabilities ***		
248-000-214.101	DUE TO GENERAL FUND	6,037.14
Total Liabilities		6,037.14
*** Fund Balance ***		
248-000-390.000	FUND BALANCE	317,625.85
Total Fund Balance		317,625.85
Beginning Fund Balance - 20-21		317,625.85
Net of Revenues VS Expenditures - 20-21		(16,086.50)
*20-21 End FB/21-22 Beg FB		301,539.35
Net of Revenues VS Expenditures - Current Year		(7,960.30)
Ending Fund Balance		293,579.05
Total Liabilities And Fund Balance		299,616.19

* Year Not Closed

REVENUE AND EXPENDITURE REPORT FOR CITY OF LESLIE

PERIOD ENDING 10/31/2021
 % Fiscal Year Completed: 33.70

GL NUMBER	DESCRIPTION	2021-22	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	10/31/2021 NORM (ABNORM)	MONTH 10/31/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 248 - DDA Fund							
Revenues							
Dept 000							
248-000-400.101	NOTE PAYMENT FOR 602 W BELLEVU	9,173.00	9,173.00	0.00	0.00	9,173.00	0.00
248-000-405.000	TIF CAPTURE	17,752.00	17,752.00	0.00	0.00	17,752.00	0.00
248-000-664.000	INTEREST EARNED	2,000.00	2,000.00	79.45	17.44	1,920.55	3.97
248-000-696.000	MERCHANT BANNER SALES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 000		29,925.00	29,925.00	79.45	17.44	29,845.55	0.27
TOTAL REVENUES		29,925.00	29,925.00	79.45	17.44	29,845.55	0.27
Expenditures							
Dept 898 - DDA ACTIVITY							
248-898-714.000	FICA EXPENSE	0.00	0.00	142.31	31.81	(142.31)	100.00
248-898-944.000	PUBLIC RELATIONS	3,000.00	3,000.00	1,500.00	0.00	1,500.00	50.00
248-898-947.000	DOWNTOWN MAINTENANCE	3,000.00	3,000.00	1,846.00	0.00	1,154.00	61.53
248-898-949.000	FACADE GRANTS	4,000.00	4,000.00	1,332.79	0.00	2,667.21	33.32
248-898-959.010	SPECIAL PROJECTS CONTINGENCY	500.00	500.00	1,358.35	0.00	(858.35)	271.67
248-898-959.030	BANNER EXPENSE	100.00	100.00	0.00	0.00	100.00	0.00
248-898-965.010	ADMIN SUPPORT	5,356.00	5,356.00	1,860.30	416.01	3,495.70	34.73
Total Dept 898 - DDA ACTIVITY		15,956.00	15,956.00	8,039.75	447.82	7,916.25	50.39
TOTAL EXPENDITURES		15,956.00	15,956.00	8,039.75	447.82	7,916.25	50.39
Fund 248 - DDA Fund:							
TOTAL REVENUES		29,925.00	29,925.00	79.45	17.44	29,845.55	0.27
TOTAL EXPENDITURES		15,956.00	15,956.00	8,039.75	447.82	7,916.25	50.39
NET OF REVENUES & EXPENDITURES		13,969.00	13,969.00	(7,960.30)	(430.38)	21,929.30	56.99

Fund 249 BUILDING DEPARTMENT FUND

GL Number	Description	Balance
*** Assets ***		
249-000-001.000	CASH ACCOUNT	8,715.24
Total Assets		8,715.24
*** Liabilities ***		
249-000-202.000	ACCOUNTS PAYABLE	350.00
Total Liabilities		350.00
*** Fund Balance ***		
249-000-390.000	Fund Balance	1,351.50
Total Fund Balance		1,351.50
Beginning Fund Balance - 20-21		1,351.50
Net of Revenues VS Expenditures - 20-21		13,157.85
*20-21 End FB/21-22 Beg FB		14,509.35
Net of Revenues VS Expenditures - Current Year		(6,144.11)
Ending Fund Balance		8,365.24
Total Liabilities And Fund Balance		8,715.24

* Year Not Closed

REVENUE AND EXPENDITURE REPORT FOR CITY OF LESLIE

PERIOD ENDING 10/31/2021

% Fiscal Year Completed: 33.70

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE 10/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 10/31/21 INCR (DECR)	AVAILABLE		% BDGT USED
		ORIGINAL BUDGET	2021-22 AMENDED BUDGET			BALANCE		
Fund 249 - BUILDING DEPARTMENT FUND								
Revenues								
Dept 000								
49-000-607.000	CHARGES FOR SERVICES	4,120.00	4,120.00	14,836.50	4,869.00	(10,716.50)	360.11	
49-000-699.000	CONTRIBUTIONS FROM OTHER FND	6,500.00	6,500.00	0.00	0.00	6,500.00	0.00	
Total Dept 000		<u>10,620.00</u>	<u>10,620.00</u>	<u>14,836.50</u>	<u>4,869.00</u>	<u>(4,216.50)</u>	<u>139.70</u>	
TOTAL REVENUES		<u>10,620.00</u>	<u>10,620.00</u>	<u>14,836.50</u>	<u>4,869.00</u>	<u>(4,216.50)</u>	<u>139.70</u>	
Expenditures								
Dept 371 - INSPECTORS								
49-371-703.000	SALARIES/WAGES-INSPECTORS	3,600.00	3,600.00	1,354.03	302.75	2,245.97	37.61	
49-371-714.000	FICA EXPENSE	309.00	309.00	103.58	23.16	205.42	33.52	
49-371-810.000	CONTRACTED SERVICES	0.00	0.00	19,523.00	0.00	(19,523.00)	100.00	
Total Dept 371 - INSPECTORS		<u>3,909.00</u>	<u>3,909.00</u>	<u>20,980.61</u>	<u>325.91</u>	<u>(17,071.61)</u>	<u>536.73</u>	
TOTAL EXPENDITURES		<u>3,909.00</u>	<u>3,909.00</u>	<u>20,980.61</u>	<u>325.91</u>	<u>(17,071.61)</u>	<u>536.73</u>	
Fund 249 - BUILDING DEPARTMENT FUND:								
TOTAL REVENUES		<u>10,620.00</u>	<u>10,620.00</u>	<u>14,836.50</u>	<u>4,869.00</u>	<u>(4,216.50)</u>	<u>139.70</u>	
TOTAL EXPENDITURES		<u>3,909.00</u>	<u>3,909.00</u>	<u>20,980.61</u>	<u>325.91</u>	<u>(17,071.61)</u>	<u>536.73</u>	
NET OF REVENUES & EXPENDITURES		<u>6,711.00</u>	<u>6,711.00</u>	<u>(6,144.11)</u>	<u>4,543.09</u>	<u>12,855.11</u>	<u>91.55</u>	



**Leslie Police Department
Police Log/Information Summary
October 2021**



There were 83 log entries for the month of October 2021.

On 10/1 at 10am Chief Bennehoff responded to 714 Mill St on a larceny of yard tools

On 10/1 at Noon Chief Bennehoff responded to the 500 block of Washington for a vehicle vin inspection.

On 10/1 at 7:30pm Officer Mentink had students vaping near the football game. Citations were issues and given ride home.

On 10/1 at 10:30pm Officer Mentink conducted business checks, locked the park and checked the schools after Homecoming.

On 10/2 at 5pm Officer Mentink responded to the 200 block of Butler for noise ordinance violation.

On 10/4 at 9:30am Chief Bennehoff responded to the 200 block of Maple St for a dog bite victim. Animal control was called. They were able to locate the dogs and put them in quarantine. Citation pending.

On 10/4 at 6:35pm Officer Service responded to the 300 block of Pennsylvania on larceny of a quad. Investigation on going.

On 10/4 at 7:55pm Officer Service responded to Crossroads on an alarm.

On 10/4 at 9pm Officer Service conducted property checks on the parks, schools and businesses

On 10/5 at 7am Chief Bennehoff responded to Kirby and Searle for a line down. Identified as a cable line. The line was cut and removed from the roadway.

On 10/5 at 9:30am Chief Bennehoff responded to the Russell Park Bathrooms. Unknown subject spray painted inside the restrooms.

On 10/5 at 8am Chief Bennehoff assisted Cook County Sheriff in the location of a stolen vehicle that was plotting in Leslie.

On 10/5 at 8:45am Chief Bennehoff responded to Woodworth Elementary for a male student that ran from the school. He was located and returned.

On 10/5 at 8pm Officer Service conducted property and business checks

On 10/6 at 2:45pm Officer Mentink and MSP conducted a traffic stop on a subject. Vehicle towed due to no drivers license and vehicle registration.

On 10/6 at 3:10pm Officer Mentink responded to Russell Park to check a male subject acting strange. The male subject was identified and returned to his home at crest view.

On 10/6 at 3:25pm Officer Mentink responded to the Leslie Middle School for a unwanted male. He was advised of trespass and the school sent an official letter to the male.

On 10/6 at 5:45pm Officer Mentink responded to the 100 block of South Main for an assault between two males. Subject were separated and report was sent to Ingham County Prosecutors Officer for review.

On 10/6 at 6:30pm Officer Mentink responded to Woodworth Elementary School for a male subject hanging out by the doors acting weird. Subject was identified and moved along from the school.

On 10/6 at 7:15pm Officer Butski responded to the 400 block of Kirby for a welfare check. He was able to make contact and determine all was subjects were okay.

On 10/7 at 1:15pm Officer Mentink responded to 714 Mill on a Sexual Assault of a child. He was able to identify all involved and interviews and investigation in progress.

On 10/7 at 9:40pm Officer Butski responded to the 400 block of Doty for a suicidal subject.

On 10/8 at 11:45am Officer Service responded to the Leslie Middle School for a male subject uncooperative being suspended.

On 10/8 at 12:15pm Officer Service responded to the Leslie Middle School for a male subject being aggressive toward the principal for suspension. The male subject uncooperative with Officer Service also until Chief Bennehoff arrived.

On 10/10 at 12:30am Officer Butski responded to the East End Apartments to assist with a medical until EMS arrived.

On 10/10 at 3pm Officer Service responded to 714 Mill St on a verbal dispute over property. Neighbor accused subject of taking his marijuana plants.

On 10/11 at 12:20am Officer Mentink responded to Hull and Bellevue for a male sleeping next to a bicycle. He was identified and moved along.

On 10/11 at 4pm Officer Mentink responded to 714 Mill St for a larceny from a shed complaint. Vehicle parts were taken.

On 10/11 at 10pm Officer Mentink conducted property checks at the park, schools and downtown.

On 10/12 at 4:20pm Officer Mentink responded to the 400 block of Oak St for follow up on a hit and run. He was able to make contact and conduct interview.

On 10/12 at 7:45pm Officer Mentink responded to Main and Carney for subject possibly being followed. He was able to make contact and drive the area and did not locate the second subject.

On 10/12 at 10pm Officer Mentink went on foot patrol downtown area.

On 10/13 at 11am Chief Bennehoff responded to the Leslie Middle School for an employee that was being harassed by phone.

On 10/13 at 11:15 Chief Bennehoff responded to Washington and Woodworth for a complaint of Trespass. Josh Eggleston made a complaint of a female on his property without permission.

On 10/14 at 5:15pm Officer Mentink responded to the 4300 block of Hull for an PPO violation. Report is under investigation.

On 10/14 at 10pm Officer Mentink conducted property checks

On 10/15 at 1:20pm Chief Bennehoff responded to the Leslie Middle School for a fight with injury. Report taken.

On 10/15 at 1:30pm Officer Mentink responded to the Woodworth Elementary School for a medical with a young child. He followed the ambulance to Henry Ford and brought the teacher back to Leslie.

On 10/16 at 6:25pm Officer Mentink assisted with the special run event in town.

On 10/16 at 10:20pm Officer Mentink conducted business, parks and school checks.

On 10/17 at 5pm Officer Mentink responded to the 200 block of Butler for a Welfare Check. He was able to determine subjects were not in need of his assistance.

10/18 at 9:30am Chief Bennehoff responded to the 200 block of Butler for a lock out assist.

On 10/18 at 2:30pm Officer Service responded to the Leslie Middle School for student that walked out of the building. He was located and returned.

On 10/19 at 1130am Chief Bennehoff responded to the Leslie Middle School for a student refusing to cooperate and telling the principal to F off multiple times causing a disturbance. Student suspended

On 10/19 at 8pm Officer Service conducted business and property checks

On 10/19 at 8pm Officer Service conducted check on Russell Park and advised juveniles to leave.

On 10/20 1pm Chief Bennehoff responded to Leslie Middle School with a problem student. Suspended.

On 10/20 at 8:35pm Officer Mentink responded to the 300 block of Mill St for a vehicle left running in the driveway.

10/20 at 10:35pm Officer Mentink responded to the 5000 block of Churchill on a residential alarm.

10/20 at 10:45pm Officer Mentink responded to Bellevue and Covert St with a mental subject. Transported to hospital by Lansing Ambulance.

10/21 at 9:30am Chief Bennehoff responded to Woodworth School for a male student that ran from the school. Located and returned.

10/21 at 10:10am Chief Bennehoff responded to the Leslie Middle School for threatening text messages to a student.

10/21 at 8pm Officer Service conducted property checks

On 10/22 at 2:30pm Officer Service responded to the 4400 block of Hull for a citizen assist complaint about neighbors.

On 10/22 at 9pm Officer Service checked the park, schools and businesses.

On 10/23 at 7pm Officer Service responded to the 100 block of Washington for a neighbor dispute.

On 10/24 at 2:30pm Officer Service responded to the 100 block of Race St for a harassment complaint.

On 10/24 at 3:30pm Officer Service responded to the 200 block of Maple St for a verbal dispute.

On 10/25 at 8:45am Chief Bennehoff responded to the Leslie Middle School for a student that brought in a air soft pistol in his backpack.

On 10/25 at 12:20pm Chief Bennehoff responded to Butler and Armstrong on a 2 car accident.

On 10/25 at 10:30pm Officer Mentink conducted property checks at the park, school and businesses.

On 10/27 at 9:55am Chief Bennehoff responded to Leslie Schools for Lockdown drills.

On 10/27 at 8pm Officer Service conducted foot patrol on downtown businesses. Checked the park and schools.

On 10/27 at 10pm Officer Service calibrated all the alcohol testing equipment.

On 10/28 at 1pm Officer Service responded to the 4400 block of Hull for a civil complaint.

On 10/28 at 5:30pm Officer Service responded to the Leslie Middle School for a female subject needing assistance.

On 10/28 at 7pm Officer Service responded to the State St for a car vs deer accident.

On 10/28 at 8pm Officer Service conducted property checks on parks, school and business.

On 10/28 at 10pm Officer Service responded to the 100 block of Main on harassment complaint.

On 10/30 at 3:30pm Officer Mentink responded to the 400 block of Mill for medical. Assisted with CPR until ambulance arrived. The female died on scene.

On 10/30 at 9pm Officer Mentink located a open door at the Woodworth Elementary School. Secured and notified.

On 10/30 at 10pm Officer Mentink responded to the 1700 block of Kirby for a male subject down. Assist with medical until the ambulance arrived.

On 10/31 at 3:10pm Officer Mentink located a tree down across Adams blocking the roadway. DPW notified and removed.

On 10/31 at 4:45pm Officer Mentink responded to the police station for a subject turning in found property. Mentink located the owner and was able to get him back his items.

On 10/31 at 8pm Officer Mentink conducted property checks on the parks and schools.

421 Franklin St
Leslie, MI 49251

October 27, 2021

City Manager Susan Montenegro
Leslie City Council
c/o Leslie City Hall
602 W. Bellevue St
Leslie, MI 49251

Dear Manager Montenegro and City Council Members

Please accept this letter as my resignation from the Leslie Planning Commission, effective November 1, 2021.

I have been proud and honored to have had a position in Leslie City Government, and hopefully have contributed to the overall operation during my time on the board.

Sincerely

A handwritten signature in cursive script that reads "R. Stanley Williams".

R. Stanley Williams



CITY OF LESLIE

602 W. Bellevue • P.O. Box 496 • Leslie, MI 49251-0496
Phone: 517-589-8236 • Fax: 517-878-6868 • Web Site: www.cityofleslie.org

Date: October 8, 2021

To: To the Legislative Bodies of the Taxing Jurisdictions of the City of Leslie:
Ingham Intermediate School District
Capital Region Airport Authority
Ingham County c/o Treasurer
Leslie Public Schools c/o Superintendent
City of Leslie c/o City Clerk
Lansing Community College
Michigan Strategic Fund

From: Susan Montenegro, City Manager

Subject: Downtown Development Authority Information Meeting Public Notice Leslie
Downtown Development Authority Leslie, Michigan

The Leslie Downtown Development Authority will hold a public informational meeting on **Monday, October 11, 2021 at 9:00 AM** prior to its regular meeting. The meeting is to adhere to the PA57 Informational Meetings requirement. The meeting is to inform the public of goals and direction of the authority. No items within this report will require voting by the Board of Directors.

This notice is posted in compliance with the requirements of the Open Meetings Act, Act 267 of the Public Acts of Michigan 1976 as amended and Act PA57. Questions or written comments may be directed to the City Manager, Susan Montenegro, Monday – Friday 8:00 AM to 4:30 PM at 517.589.8236 or via email at manager@cityofleslie.org.

Downtown Development Authority

The Downtown Development Authority (DDA) was created in coordination with the City of Leslie, and has the authority and capability to develop, finance, own and operate a variety of public improvements and programs intended to improve and enhance the City of Leslie.

The DDA is governed by the DDA Board, which is appointed by the Mayor, with approval by the Leslie City Council. A majority of the Board must be property owners or business owners in the DDA district.

For information about the Recodified Tax Increment Financing Act, Act 57 of 2018, Downtown Development Authorities, [please click here](#).

DDA Board Members:

- Barb Winslow, DDA Chair, Maple Grove Properties
- Toby Teague, Board Member, DDA Resident Representative
- Elisabeth Yeider, Board Member, Independent Bank
- Joel Van Andel, Board Member, Leslie Bowl-N-Brew
- Greg Sinicropi, Board Member, Crossroads Bar & Grill
- Pam Beegle, Board Member, Mayor Pro-Tem
- Richard Floyd, Board Member, Worthington Apartments
- Shane Pitmon, Board Member, 1887 Media
- Brian Baker, Board Member, Reliable Auto Sales & Service

Development Plan and Tax Increment Financing Plan for the DDA District

In December 2019, the Downtown Development Authority Board and the Leslie City Council adopted a "Development Plan and Tax Increment Financing Plan" for the DDA District. This plan identifies the public improvement projects which the DDA proposes to undertake in the future, and the means by which those projects could be financed. The primary source of financing proposes for these projects is referred to as "tax increment financing," or "TIF."

Under a TIF Plan, increases in property tax revenue from the incremental increase in taxable value of property within the DDA District that is over and above the 2019 base year taxable value that normally would be collected by taxing jurisdictions (City of Leslie, ISD, Leslie Public Schools, Ingham County, Lansing Community College, and Capital Region Airport Authority) is instead collected by the DDA, for a specified number of years, as provided in the Plan. All of these taxing jurisdictions continue to collect the property tax revenue based on the base year (2019) taxable value.

The TIF Plan anticipates that additional funding sources in addition to TIF revenue, including funding from other governmental agencies, grants and property owner donations, will be needed to complete all of the public improvements identified in the Plan.

Downtown Development Authority

The City of Leslie Downtown Development Authority (the “Authority” or “DDA”) and DDA/TIFA Plan was originally created in 1991. The new version of the original plan, as well as a Development Plan, focuses on strategies that will bring success to the City of Leslie and the DDA District. A DDA is governed by a Board of Directors whose primary purpose is to correct and prevent deterioration and promote economic growth within Leslie’s principal business district. Other purposes of a DDA include reversing declining property values, improving the overall business climate, and increasing employment opportunities. A primary benefit of forming a DDA is the ability to capture the incremental increase in property taxes that result from improvements in the district. These tax revenues are used to finance improvement projects or activities within the district, which furthers the goal of economic growth.

A Development Plan is one tool the DDA relies upon for identifying and implementing projects and activities aimed at spurring new private investment. The goals, objectives and recommended actions presented in this document are intended to plan and prioritize projects/activities and ensure that development and redevelopment within the DDA District occurs in an orderly manner. Recommendations also ensure that improvements match the available revenues and can enable the DDA to become eligible for other funding sources at the Federal, State and local levels. This Plan was prepared in accordance with Act 57 of 2018 (Tax Increment Financing Act) effective January 1, 2019 (the “Act”).

A DDA can capture new tax increment in the district and use it to pay for improvements that otherwise could not be afforded by either local businesses or City government, referred to as Tax Increment Financing (“TIF”). Moreover, creation of a TIF district does not take away current tax revenue; it just captures any new increment that results from improvements to property or an increase in value.

DDA Board members are appointed to 4 year terms. The DDA includes the mayor plus 8 Members. The majority must have “interest in the DDA District” and one must be a resident of the district.

[DDA TIF Resolution](#)

[DDA TIF Plan](#)

Leslie Downtown Development Authority (DDA)

Name	Title	Term Expires
Barb Winslow	Chair	July 1, 2025
Toby Teague	Vice Chair - Resident Rep	July 1, 2024
Greg Sinicropi	Member	July 1, 2022

Name	Title	Term Expires
Brian Baker	Member	July 1, 2022
Carol Abbee	Member	July 1, 2022
Elisabeth Yeider	Member	July1, 2022
Richard Floyd	Member	July 1, 2024
Pam Beegle	Mayor Pro-Tem	Term of Office
	Member - Vacant	July 1, 2025

Economic Development Tools—Downtown Development Authority

Introduction

A Downtown Development Authority (DDA) is designed to be a catalyst in the development of a community's downtown district. The DDA provides for a variety of funding options, including millage and tax increment financing, for public improvements in the downtown district.

Authorizing Legislation

PA 57 of 2018, MCL 125.4101 et seq., allows the governing body of a city, village or township to create a Downtown Development Authority (with one or more separate and distinct geographic areas in a downtown district).

What Is the Purpose of the Act?

The Act provides municipalities with a tool to halt property value deterioration, to increase property tax valuation, to eliminate the causes of the deterioration, and to promote economic growth in their business district.

How Can this Act Be Used?

Specifically, this Act allows Tax Increment Financing (TIF) and millage revenues to be used for any public facility. The power and authority of the Act cannot be used for the personal benefit of a private person or corporation.

How Is this Act Different?

One of the first economic development tools to be enacted by the legislature, a DDA can only be used by a municipality in an area principally zoned and used for business. Only one DDA may be established in each municipality, although more than one geographic area may be defined within the downtown district boundaries.

What Are the Financing Options?

- Tax Increment Revenues
- Millage (up to 2 mills for municipalities with population of less than 1 million; up to 1 mill for municipalities with population over 1 million)
- Special assessments
- Revenue bonds
- Revenues from property owned or leased by the DDA
- Grants and/or donations

Establishment of a DDA

Note: The following steps are offered as general guidelines only. A municipality should consult with an attorney prior to initiating the process of creating a DDA.

1. The governing body finds that:
 - there is a business district area within the municipality which it desires to designate as a “downtown district,”

- within such area the general property values are (and have been) deteriorating,
- property tax valuation must be increased in such area,
- the community must eliminate the causes of deterioration, and
- economic growth must be promoted in such area.

2. A resolution of intent shall set a date for a public hearing on the adoption of a proposed ordinance creating the authority.

3. Notice must be given of the public hearing by publication and posting within the district. It must also be mailed to taxpayers within the proposed district and to the governing body of each taxing jurisdiction levying taxes that would be subject to capture for tax increment revenues.

4. Governing body takes comments at the public hearing.

5. Within 60 days of the hearing, the other taxing jurisdictions may exempt its taxes from capture. Further, taxes levied for public library purposes which are approved by voters after December 31, 2016 are exempt from capture unless a library board or commission allows all or a portion of its taxes to be included as tax increment revenues under the terms of a written agreement with an authority.

6. Not less than 60 days following the hearing, the governing body may adopt a proposed ordinance creating the DDA and designating the boundaries of the DDA district.

7. The ordinance must be published at least once in a local newspaper and filed with the Secretary of State.

8. The governing board of the DDA, consisting of eight to twelve members and including the chief executive officer of the municipality, shall be appointed or may, for municipalities of less than 5,000, be the same as the planning commission.

Reporting Requirements

See p 5-7 (attached to this Fact Sheet) for 2019 reporting and public informational meeting requirements.

Provisions of the Downtown Development Authority Act

- Authorizes a city, village, or township to create a Downtown Development Authority by ordinance after providing notice and holding a public hearing. The local unit shall also designate the DDA district area boundaries by ordinance.
- Provides for the supervision and control of an authority by a board that includes the municipality's chief executive officer and eight to twelve members appointed by the governing body. (The local governing body would decide the size of the authority board.) A majority of the board must be individuals with an ownership or business interest in property in the district and one member must reside in the district if there are more than 100 residents in the district.
- Allows the board to hire a director to serve as chief executive officer of the authority, subject to the approval of the municipality's governing body. Other personnel may be hired as deemed necessary by the board.
- Allows an authority to prepare and submit to the city, village, or township governing body a tax increment financing plan, which must include a development plan for the development area(s). TIF plans and development plans would be subject to public hearings. Affected local taxing jurisdictions must be notified.
- Allows an authority, with the approval of the governing body, to levy up to two mills on real and personal property in the district for municipalities with less than one million in population or up to one mill for municipalities with more than one million population.
- Provides for the financing of authority activities, including borrowing money and issuing bonds. The authority can issue negotiable revenue bonds under the Revenue Bond Act and can, with local unit approval, issue revenue bonds or notes to finance all or part of the costs of acquiring and constructing property.
- Allows an authority to authorize, issue and sell bonds to finance a TIF plan's development program. The municipality can issue limited tax bonds payable from the authority's tax increment revenues or notes with governing body approval but is required to obtain voter approval to pledge its unlimited tax full faith and credit for bonds or notes.
- Allows a city, village, or township to dissolve an authority after it has completed its purpose and provides that the authority's property and assets remaining after the satisfaction of its obligations belong to the local unit.

- Allows the governing body, at the request of the DDA board, to amend either the development or TIF plans. It may also amend the boundaries of the DDA district. However, caution should be taken in amending the DDA district boundaries as the other taxing units (county, schools, etc.) may opt out of the TIF capture.

Downtown Development Authority Board Powers:

- Prepare an analysis of economic changes taking place in the downtown district.
- Study and analyze the impact of metropolitan growth upon the downtown district.
- Plan and propose the construction, renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction of a public facility, an existing building, or a multiple-family dwelling unit which may be necessary or appropriate to the execution of a plan which, in the opinion of the board, aids in the economic growth of the downtown district.
- Plan, propose, and implement an improvement to a public facility within the development area to comply with the barrier free design requirements of the state construction code.
- Develop long-range plans, in cooperation with the agency which is chiefly responsible for planning in the municipality, designed to halt the deterioration of property values in the downtown district and to promote the economic growth of the downtown district, and take such steps as may be necessary to persuade property owners to implement the plans to the fullest extent possible.
- Implement any plan of development in the downtown district necessary to achieve the purposes of this act, in accordance with the powers of the authority as granted by this Act.
- Make and enter into contracts necessary or incidental to the exercise of its powers and the performance of its duties.
- Acquire by purchase or otherwise, on terms and conditions and in a manner the authority considers proper or own, convey, or otherwise dispose of, or lease as lessor or lessee, land and other property, real or personal, or rights or interests in property, which the authority determines is reasonably necessary to achieve the purposes of this act, and to grant or acquire licenses, easements, and options with respect to that property.
- Improve land and construct, reconstruct, rehabilitate, restore and preserve, equip, improve, maintain, repair, and operate any building, including multiple-family dwellings, and any necessary or desirable appurtenances to that property, within the downtown district for the use, in whole or in part, of any public or private person or corporation, or a combination of them.
- Fix, charge, and collect fees, rents, and charges for the use of any building, property, or facility under its control and pledge the fees, rents, and charges for the payment of revenue bonds issued by the authority.
- Lease any building or property under its control, or any part of a building or property.
- Accept grants and donations of property, labor, or other things of value from a public or private source.
- Acquire and construct public facilities.
- Create, operate, and fund marketing initiatives that benefit only retail and general marketing of the downtown district.
- Contract for broadband service and wireless technology service in the downtown district.
- Create, fund and operate retail business incubators with preference given to tenants who would provide goods and/or services unavailable or underserved in the DDA area.
- Create, fund and operate a loan program to pay for improvements for existing buildings located in the DDA district in order to make them marketable for sale or lease. Loans could be at or below market rate.

Definitions

Business District: an area in the downtown of a municipality zoned and used principally for business.

Downtown District: part of an area in a business district that is specifically designated by ordinance of the governing body of the municipality pursuant to this act. A downtown district may include one or more separate and distinct geographic areas in a business district as determined by the municipality if the municipality enters into an agreement with a qualified township under section 3(7) or if the municipality is a city that surrounds another city and that other city lies between the two separate and distinct geographic areas. If the downtown district contains more than one separate and distinct

geographic area in the downtown district, the separate and distinct geographic areas shall be considered one downtown district.

Public Facility: a street, plaza, pedestrian mall, and any improvements to a street, plaza, or pedestrian mall including street furniture and beautification, park, parking facility, recreational facility, right-of-way, structure, waterway, bridge, lake, pond, canal, utility line or pipe, building, and access routes to any of the foregoing, designed and dedicated to use by the public generally, or used by a public agency. Public facility includes an improvement to a facility used by the public or a public facility, as defined by 1966 PA 1, which improvement is made to comply with the barrier free design requirements of the state construction code promulgated (PA 230 of 1972, MCL 125.1501).

This publication was written by the law firm of Miller Canfield.

New DDA/TIF Reporting and Public Informational Meeting Requirements Pursuant to the Recodified Tax Increment Financing Act 2018 PA 57 (Effective January 1, 2019)

Introduction: The Recodified Tax Increment Financing Act, 2018 PA 57 (the “Act”), was signed into law on March 15, 2018 and took effect on January 1, 2019. The Act consolidates the legislative authority to create and operate tax increment authorities (other than brownfield redevelopment authorities) into a single statute.

The Act imposes new, uniform reporting requirements on most authorities¹ and their related municipalities, new public informational meeting requirements, authorizes the Department of Treasury to enforce the Act, and prohibits authorities in breach of these reporting requirements from capturing tax increment revenues in excess of the amounts necessary to pay bonded indebtedness and other obligations of the authority for the period of noncompliance.

The new reporting and public informational meeting requirements are set forth below:

What: **Send a Copy of Current TIF Plan to Treasury**
When: No later than April 1, 2019
Why: MCL 125.4912
How: Authority must send a copy or an electronic mail link of its currently adopted development plan or its currently adopted tax increment finance plan, if separate from the development plan, to the Department of Treasury.

What: **Hold Two Informational Meetings Annually**
When: Biannually beginning January 1, 2019
Why: MCL 125.4910(4)
How: The board of an authority shall hold at least 2 informational meetings (which may be held in conjunction with other public meetings of the authority or municipality). Notice must be published on the municipality's or authority's website not less than 14 days before the date of the informational meeting. Notice must also be mailed not less than 14 days before the informational meeting by the authority to the governing body of each taxing jurisdiction levying taxes that are subject to capture. As an alternative to mailing notice, the authority may notify the clerk of the governing body of each taxing jurisdiction by electronic mail.

¹ These requirements apply to Downtown Development Authorities, Tax Increment Finance Authorities, Local Development Finance Authorities, Corridor Improvement Authorities, Water Resource Improvement Authorities, Neighborhood Improvement Authorities, and municipalities incorporating any one of these authorities.

- What:** **Post TIF Information on Municipal Website**
- When:** 180 days after end of authority's current Fiscal year as of Jan. 1, 2019
- Why:** MCL 125.4910(1)
- How:** The municipality must create a website or utilize the municipality's existing website with access to authority records and documents, including all of the following:
- (a) Minutes of all board meetings.
 - (b) Annual budget, including encumbered and unencumbered fund balances.
 - (c) Annual audits.
 - (d) Currently adopted development plan, if not included in a tax increment financing plan.
 - (e) Currently adopted tax increment finance plan, if currently capturing tax increment revenues.
 - (f) Current authority staff contact information.
 - (g) A listing of current contracts with a description of those contracts and other documents related to management of the authority and services provided to the authority.
 - (h) An updated annual synopsis of activities of the authority. An updated synopsis of the activities of the authority includes all of the following, if any:
 - (i) For any tax increment revenues described in the annual audit that are not expended within 5 years of their receipt, a description that provides the following:
 - (A) The reasons for accumulating those funds and the uses for which those funds will be expended.
 - (B) A time frame when the fund will be expended.
 - (C) If any funds have not been expended within 10 years of their receipt, both of the following:
 - (I) The amount of those funds.
 - (II) A written explanation of why those funds have not been expended.
 - (ii) List of authority accomplishments, including progress made on development plan and tax increment finance plan goals and objectives for the immediately preceding fiscal year.
 - (iii) List of authority projects and investments, including active and completed projects for the immediately preceding fiscal year.
 - (iv) List of authority events and promotional campaigns for the immediately preceding fiscal year.

- What:** **Send Annual Report to Treasury, Municipality and Taxing Units**
- When:** 180 days after the end of an authority's fiscal year
- Why:** MCL 125.4911(1)
- How:** An authority that is capturing tax increment revenues must submit a report, on a form to be provided by Department of Treasury, to the municipality, the governing body of each taxing unit levying taxes which are subject to capture by the authority, and the Department of Treasury. The report shall include all of the following:

- (a) The name of the authority.
- (b) The date the authority was formed, the date the tax increment financing plan is set to expire or terminate, and whether the tax increment financing plan expired during the immediately preceding fiscal year.
- (c) The date the authority began capturing tax increment revenues.
- (d) The current base year taxable value of the tax increment financing district.
- (e) The unencumbered fund balance for the immediately preceding fiscal year.
- (f) The encumbered fund balance for the immediately preceding fiscal year.
- (g) The amount and source of revenue in the account, including the amount of revenue from each taxing jurisdiction.
- (h) The amount in any bond reserve account.
- (i) The amount and purpose of expenditures from the account.
- (j) The amount of principal and interest on any outstanding bonded indebtedness.
- (k) The initial assessed value of the development area or authority district by property tax classification.
- (l) The captured assessed value retained by the authority by property tax classification.
- (m) The tax increment revenues received for the immediately preceding fiscal year.
- (n) Whether the authority amended its development plan or its tax increment financing plan within the immediately preceding fiscal year and if the authority amended either plan, a link to the current development plan or tax increment financing plan that was amended.
- (o) Any additional information the governing body of the municipality or the Department of Treasury considers necessary.



CITY OF LESLIE

602 W. Bellevue • P.O. Box 496 • Leslie, MI 49251-0496
Phone: 517-589-8236 • Fax: 517-878-6868 • Web Site: www.cityofleslie.org

Date: October 11, 2021

To: To the Legislative Bodies of the Taxing Jurisdictions of the City of Leslie:
Ingham Intermediate School District
Capital Region Airport Authority
Ingham County c/o Treasurer
Leslie Public Schools c/o Superintendent
City of Leslie c/o City Clerk
Lansing Community College
Michigan Strategic Fund

From: Susan Montenegro, City Manager

Subject: Local Development Finance Authority Information Meeting Public Notice
Leslie Local Development Finance Authority Leslie, Michigan

The Leslie Local Development Finance Authority will hold a public informational meeting on **Friday, October 15, 2021 at 9:00 AM** prior to its regular meeting. The meeting is to adhere to the PA57 Informational Meetings requirement. The meeting is to inform the public of goals and direction of the authority. No items within this report will require voting by the Board of Directors.

This notice is posted in compliance with the requirements of the Open Meetings Act, Act 267 of the Public Acts of Michigan 1976 as amended and Act PA57. Questions or written comments may be directed to the City Manager, Susan Montenegro, Monday – Friday 8:00 AM to 4:30 PM at 517.589.8236 or via email at manager@cityofleslie.org.

LESLIE LOCAL DEVELOPMENT FINANCE AUTHORITY - LDFA

Meet 9:00 AM, 3rd Friday of Month
7 members appointed 4 year terms

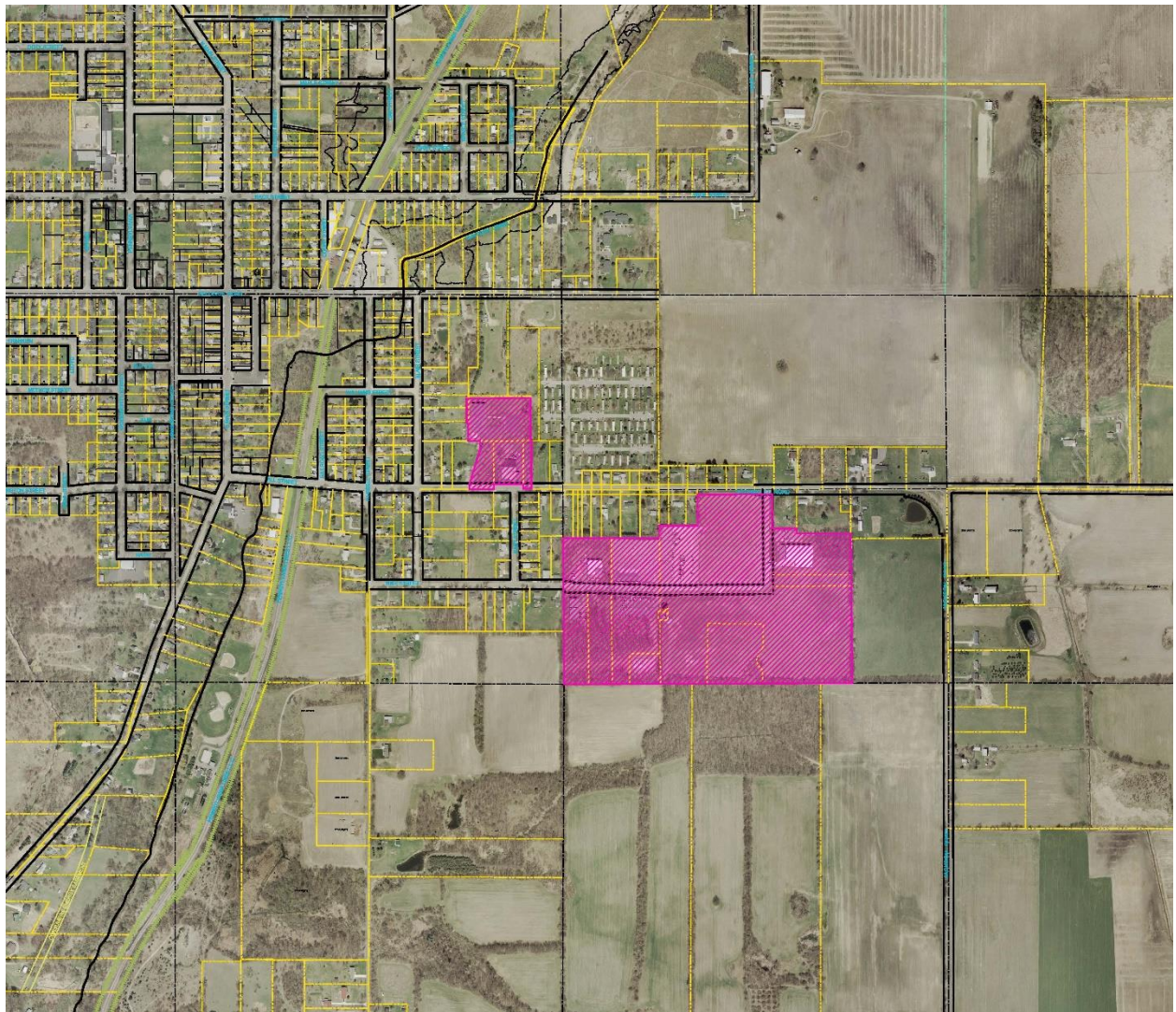
MEMBER	TERM		EMAIL
Barbara Winslow	4.3.2024		
Elisabeth Yeider	4.3.2022		
Greg Sinicropi	4.3.2025		
Scott Powers	4.3.2025		
Vacant	4.3.2023		
Pam Beegle	term of office		
Scott Evans	4/3/2022		

Additional Members as required by PA 57 of 2018 1 Rep LCC, 1 Rep County Comm., 2 Reps from Township. Additional members shall only vote on matters relating to authority districts located within their respective local unit of government.

Robin Case Naeyaert - County Comm. Rep.	term of office		
Ryan Buck - LCC Rep.	term of office		
Todd Eldred - Twp. Rep.	term of office		
Kevin Weber - Twp. Rep.			

FIGURE 1

DEVELOPMENT AREA LOCATION AND BOUNDARIES



Economic Development Tools—Local Development Financing Authority

Introduction

A Local Development Financing Authority (LDFA) allows the use of tax increment financing to fund public infrastructure improvements. It was created to replace the TIFA and to be more focused.

Authorizing Legislation

PA 57 of 2018, MCL 125.4101 et seq., allows a city, village, or urban township to create a Local Development Finance Authority (LDFA).

What Is the Purpose of the Act?

A LDFA is designed to promote economic growth and job creation, to provide a means for local units of government to eliminate the conditions of unemployment, underemployment, and joblessness and to promote economic growth.

How Can this Act Be Used?

Communities across Michigan have utilized this tool to extend sewer and water lines and construct roads to service manufacturing, agricultural processing and high technology operations.

How Is this Act Different?

A project must be a public facility for the benefit of “eligible property” which means land improvements, buildings, structures and machinery, equipment, furniture, and fixtures comprising an integrated whole located within a LDFA district of which the primary purpose is (i) manufacturing or processing of goods or materials, (ii) agricultural processing, (iii) high technology activity for research, product development engineering, laboratory testing, or development of industrial technology, (iv) production of energy, (v) a business incubator, or (vi) is an eligible next Michigan business. (MCL 125.2152)

Additionally, PA 242 of 2010, added transit-oriented development and transit-oriented facilities as eligible property in Local Development Financing Authorities and other economic development tools. “Transit-oriented development” means infrastructure improvements that are located within one-half mile of a transit station or transit-oriented facility that promotes transit ridership or passenger rail use. “Transit-oriented facility” means a facility that houses a transit station in a manner that promotes transit ridership or passenger rail use.

What Are the Financing Options?

- Tax increment revenues
- Contributions
- Revenues from property of an authority
- Proceeds of bonds
- Loans from the Michigan Strategic Fund or Michigan Economic Development Corporation

Establishing a LDFA

Note: The following steps are offered as general guidelines only. A municipality should consult with an attorney prior to initiating the process of creating a LDFA.

1. The municipality initiates the establishment of a LDFFA by the adoption of a resolution of intent.
2. The resolution shall set a date for a public hearing on the adoption of a proposed ordinance creating the authority and designating the boundaries of the LDFFA.
3. Notice must then be given of a public hearing by publication and mail to taxpayers within a proposed district and to the governing body of each taxing jurisdiction levying taxes that would be subject to capture for tax increment revenues.
4. At the public hearing, taxpayers must be heard regarding the creation and boundaries of the LDFFA.
5. Within 60 days of the hearing, the governing body of another taxing jurisdiction may, by resolution, exempt its taxes from capture, and file the resolution with the clerk of the municipality. Further, taxes levied for public library purposes which are approved by voters after December 31, 2016 are exempt from capture unless a library board or commission allows all or a portion of its taxes to be included as tax increment revenue, under the terms of a written agreement with an authority.
6. Not less than 60 days after hearing, the municipality adopts resolution establishing LDFFA and designating the boundaries of one or more districts.
7. Resolution shall be filed with the Secretary of State promptly and published once in a local newspaper.
8. Land may be added to or deleted from a district pursuant to the same requirements prescribed for adopting the resolution creating the LDFFA.
9. The municipality appoints the members to the LDFFA board.

Reporting Requirements

See p 4-6 (attached to this Fact Sheet) for 2019 reporting and public informational meeting requirements.

Provisions of the Local Development Finance Authority Act

- Authorizes a city, village or urban township to create a LDFFA by resolution after providing notice and holding a public hearing. The local unit shall also designate the development area boundaries by the resolution.
- Provides for the supervision and control of an authority by a board appointed by the chief executive officer and approved by the governing body of the local unit. Also, provides for representation by the county, junior or community college district and for any other local unit levied more than 20 percent of the total property tax levied in the district the year prior to its formation.
- Allows a board to hire a director to serve as chief executive officer of the authority, subject to the approval of the governing body of the city, village, or urban township, and other personnel as it feels necessary.
- Allows an authority to prepare and submit to the governing body a tax increment financing plan, which shall include a development plan for the authority's development area. TIF plans and development plans are subject to public hearings and affected local taxing jurisdictions must be notified.
- Provides for the financing of authority activities, including borrowing money and issuing bonds. The authority can issue negotiable revenue bonds under the Revenue Bond Act.
- A city, village, or urban township may make a limited tax pledge to support the authority's TIF bonds or notes with governing body approval but needs voter approval to pledge its unlimited tax full faith and credit for authority bonds or notes.
- Allows the governing body, at the request of the LDFFA board, from time to time to amend either the development or TIF plans. It may also amend the district boundaries of the LDFFA district. However, caution should be taken in amending the boundaries as the other taxing units (county, schools, etc.) may opt out.

Local Development Financing Authority Board Powers

- Study and analyze unemployment, underemployment, and joblessness and the impact of growth upon the authority district or districts.
- Plan and propose the construction, renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction of a public facility.

- Develop long-range plans, in cooperation with the agency which is chiefly responsible for planning in the municipality, to promote the growth of the authority district or districts, and take the steps that are necessary to implement the plans to the fullest extent possible to create jobs, and promote economic growth.
- Implement any plan of development necessary to achieve the purposes of this act in accordance with the powers of the authority as granted by this Act.
- Make and enter into contracts necessary or incidental to the exercise of the board's powers and the performance of its duties.
- Acquire by purchase or otherwise on terms and conditions and in a manner the authority considers proper, own or lease as lessor or lessee, convey, demolish, relocate, rehabilitate, or otherwise dispose of real or personal property, or rights or interests in that property, which the authority determines is reasonably necessary to achieve the purposes of this act, and to grant or acquire licenses, easements, and options with respect to the property.
- Improve land, prepare sites for buildings, including the demolition of existing structures, and construct, reconstruct, rehabilitate, restore and preserve, equip, improve, maintain, repair, or operate a building, and any necessary or desirable appurtenances to a building, for the use, in whole or in part, of a public or private person or corporation, or a combination thereof.
- Fix, charge, and collect fees, rents, and charges for the use of a building or property or a part of a building or property under the board's control, or a facility in the building or on the property, and pledge the fees, rents, and charges for the payment of revenue bonds issued by the authority.
- Lease a building or property or part of a building or property under the board's control.
- Accept grants and donations of property, labor, or other things of value from a public or private source.
- Acquire and construct public facilities.
- Incur costs in connection with the performance of the board's authorized functions including, but not limited to, administrative costs, and architects, engineers, legal, and accounting fees.
- Plan, propose, and implement an improvement to a public facility on eligible property to comply with the barrier free design requirements of the state construction code promulgated under the state construction code (MCL 125.1501).

This publication was written by the law firm of Miller Canfield.

New DDA/TIF Reporting and Public Informational Meeting Requirements Pursuant to the Recodified Tax Increment Financing Act 2018 PA 57 (Effective January 1, 2019)

Introduction: The Recodified Tax Increment Financing Act, 2018 PA 57 (the “Act”), was signed into law on March 15, 2018 and took effect on January 1, 2019. The Act consolidates the legislative authority to create and operate tax increment authorities (other than brownfield redevelopment authorities) into a single statute.

The Act imposes new, uniform reporting requirements on most authorities¹ and their related municipalities, new public informational meeting requirements, authorizes the Department of Treasury to enforce the Act, and prohibits authorities in breach of these reporting requirements from capturing tax increment revenues in excess of the amounts necessary to pay bonded indebtedness and other obligations of the authority for the period of noncompliance.

The new reporting and public informational meeting requirements are set forth below:

What: **Send a Copy of Current TIF Plan to Treasury**
When: No later than April 1, 2019
Why: MCL 125.4912
How: Authority must send a copy or an electronic mail link of its currently adopted development plan or its currently adopted tax increment finance plan, if separate from the development plan, to the Department of Treasury.

What: **Hold Two Informational Meetings Annually**
When: Biannually beginning January 1, 2019
Why: MCL 125.4910(4)
How: The board of an authority shall hold at least 2 informational meetings (which may be held in conjunction with other public meetings of the authority or municipality). Notice must be published on the municipality's or authority's website not less than 14 days before the date of the informational meeting. Notice must also be mailed not less than 14 days before the informational meeting by the authority to the governing body of each taxing jurisdiction levying taxes that are subject to capture. As an alternative to mailing notice, the authority may notify the clerk of the governing body of each taxing jurisdiction by electronic mail.

¹ These requirements apply to Downtown Development Authorities, Tax Increment Finance Authorities, Local Development Finance Authorities, Corridor Improvement Authorities, Water Resource Improvement Authorities, Neighborhood Improvement Authorities, and municipalities incorporating any one of these authorities.

- What:** **Post TIF Information on Municipal Website**
- When:** 180 days after end of authority's current Fiscal year as of Jan. 1, 2019
- Why:** MCL 125.4910(1)
- How:** The municipality must create a website or utilize the municipality's existing website with access to authority records and documents, including all of the following:
- (a) Minutes of all board meetings.
 - (b) Annual budget, including encumbered and unencumbered fund balances.
 - (c) Annual audits.
 - (d) Currently adopted development plan, if not included in a tax increment financing plan.
 - (e) Currently adopted tax increment finance plan, if currently capturing tax increment revenues.
 - (f) Current authority staff contact information.
 - (g) A listing of current contracts with a description of those contracts and other documents related to management of the authority and services provided to the authority.
 - (h) An updated annual synopsis of activities of the authority. An updated synopsis of the activities of the authority includes all of the following, if any:
 - (i) For any tax increment revenues described in the annual audit that are not expended within 5 years of their receipt, a description that provides the following:
 - (A) The reasons for accumulating those funds and the uses for which those funds will be expended.
 - (B) A time frame when the fund will be expended.
 - (C) If any funds have not been expended within 10 years of their receipt, both of the following:
 - (I) The amount of those funds.
 - (II) A written explanation of why those funds have not been expended.
 - (ii) List of authority accomplishments, including progress made on development plan and tax increment finance plan goals and objectives for the immediately preceding fiscal year.
 - (iii) List of authority projects and investments, including active and completed projects for the immediately preceding fiscal year.
 - (iv) List of authority events and promotional campaigns for the immediately preceding fiscal year.

- What:** **Send Annual Report to Treasury, Municipality and Taxing Units**
- When:** 180 days after the end of an authority's fiscal year
- Why:** MCL 125.4911(1)
- How:** An authority that is capturing tax increment revenues must submit a report, on a form to be provided by Department of Treasury, to the municipality, the governing body of each taxing unit levying taxes which are subject to capture by the authority, and the Department of Treasury. The report shall include all of the following:

- (a) The name of the authority.
- (b) The date the authority was formed, the date the tax increment financing plan is set to expire or terminate, and whether the tax increment financing plan expired during the immediately preceding fiscal year.
- (c) The date the authority began capturing tax increment revenues.
- (d) The current base year taxable value of the tax increment financing district.
- (e) The unencumbered fund balance for the immediately preceding fiscal year.
- (f) The encumbered fund balance for the immediately preceding fiscal year.
- (g) The amount and source of revenue in the account, including the amount of revenue from each taxing jurisdiction.
- (h) The amount in any bond reserve account.
- (i) The amount and purpose of expenditures from the account.
- (j) The amount of principal and interest on any outstanding bonded indebtedness.
- (k) The initial assessed value of the development area or authority district by property tax classification.
- (l) The captured assessed value retained by the authority by property tax classification.
- (m) The tax increment revenues received for the immediately preceding fiscal year.
- (n) Whether the authority amended its development plan or its tax increment financing plan within the immediately preceding fiscal year and if the authority amended either plan, a link to the current development plan or tax increment financing plan that was amended.
- (o) Any additional information the governing body of the municipality or the Department of Treasury considers necessary.

NO. _____

CITY OF LESLIE

PERMIT APPLICATION CURB CUT/DRIVEWAY

Date: 10-28-2021

Application for: Curb Cut ✓ Driveway

Owner: Michael Centofanti

Address: 905 MORRIS AVE LANSING MI

Contractor: B. Campbell EXCAVATING 577-708736
Name Phone

Address: JACKSON, MI

Application is Hereby Made to:

(Describe briefly work to be done/attach plan, sketch, etc.)

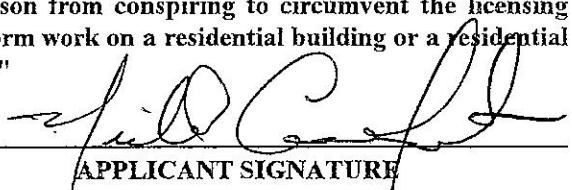
EXCAVATE DRIVE ENTER OFF WASHINGTON STREET
DEAD END 150-170' DEEP
MISS DIGG HAS BEEN NOTIFIED CITY UTILITIES SHOULD

Address where Work is to be Done: V/L WASHINGTON STREET BE MARKED BY LESLIE

Estimated Cost: \$ 1,000

I hereby certify that the work mentioned in this application will conform with the laws of the State of Michigan and the Ordinances of the City of Leslie.

"Section 23a of the State Construction Code Act of 1972, Act No. 230 of the Public Acts of 1972 being Section 125.1523a of the Michigan Compiled Laws, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who are to perform work on a residential building or a residential structure. Violators of Section 23a are subjected to civil fines."



(NO CHARGE FOR PERMIT)

APPLICANT SIGNATURE

PENALTY FOR STARTING ANY CONSTRUCTION WITHOUT PERMIT: 90 DAYS IN JAIL AND/OR \$500.00 FINE

Ref: BOCA National Building Code Sec. 117.4, as adopted by the City of Leslie

Inspections: _____

Driveway request for Parcel #33-17-14-28-151-007





CITY OF LESLIE, MICHIGAN

COMPETITIVE SEALED BID

LABELED: "Purchase of Real Property"

Located at V/L Rice, Leslie, MI 49251, Parcel No. 33-17-14-27-176-011

**DOCUMENTS ARE DUE TO THE CITY MANAGER PRIOR TO:
12:00 PM, WEDNESDAY, DECEMBER 1, 2021**

**NO LATE BIDS WILL BE ACCEPTED
ONE ORIGINAL AND ONE COPY OF BID REQUIRED**

Bid documents may be obtained in person at the City of Leslie City Hall or
online from the City web site at www.cityofleslie.org

DOCUMENTS MAY BE DELIVERED OR MAILED TO:

Hand Delivery:

CITY OF LESLIE
SUE MONTENEGRO, CITY MANAGER
602 W. Bellevue Street
Leslie, MI 49251

Mail Delivery:

CITY OF LESLIE
SUE MONTENEGRO, CITY MANAGER
PO Box 496
Leslie, MI 49251

FOR ADDITIONAL INFORMATION CONCERNING THIS BID; PLEASE CONTACT
SUE MONTENEGRO AT (517) 589-8236.

PUBLIC NOTICE

REQUEST FOR SEALED BIDS LABELED: "PURCHASE OF REAL PROPERTY" LOCATED AT Located at Rice, Leslie, MI 49251, Parcel No. 33-17-14-27-176-011

The City of Leslie (the "City") is accepting sealed bids for the Purchase of City-owned real property described below (the "Property"). The City will consider bids offering cash, readily available and/or certified funds. No late, emailed or faxed bids will be accepted. **The receipt of responses does not require the City to accept any bid, enter into a Purchase Agreement, or to complete a sale.** The City is not required to accept any particular bid, regardless of its terms, and has the absolute right and discretion to reject all bids. Additionally, the City reserves the right to waive insignificant and administrative errors found in any bid.

The bid documents may be obtained in person at the Leslie City Hall or online by visiting the City web site at www.cityofleslie.org. The City will receive responses to this Sealed Bid at the Leslie City Hall to the attention of Sue Montenegro, City Manager, at the Hand Delivery address of 602 W. Bellevue Leslie, MI 49251 or the Mail Delivery address of PO Box 496 Leslie, MI 49251. **Completed Bid documents are due no later than 12:00 PM WEDNESDAY, December 1, 2021 ("Bid Deadline").** Use of the U.S. Postal Service, private delivery companies, or courier services is undertaken at the sole risk of the bidder. It is the bidder's sole responsibility to ensure that the bid is in the possession of the City by the Bid Deadline. The City will date and time-stamp each bid upon submission, and a receipt will be provided to the respective bidder. The bids will be reported to the City at a Special Meeting of the Leslie City Council on **Wednesday, December 1, 2021 at 7:00 PM.** The City Council shall have the discretion to reject any and all bids, for any reason whatsoever, and to contact any bidder after the Bid Deadline to clarify or negotiate any proposed terms.

Description/Location: Approximately 8.3046 acres of vacant land commonly known as V/L Rice, Leslie, MI 49251 located in the City of Leslie Business Park and bearing Tax Parcel No. 33-17-14-27-176-011.

A survey depicting the location and with the full legal description is attached. The property is zoned M1 Industrial. This property is eligible for establishment of a cannabis-related business. The property is in the City Limits and subject to the terms and conditions of the Protective Covenants of the Leslie Business Park, all ordinances, rules, regulations and laws of the City, County and State of Michigan, and other applicable jurisdictions and authorities.

Conditions of the Sale:

- A definitive Purchase Agreement will be presented to and signed by the successful bidder and the City.
- The property is being sold "as is, where is, with all faults", and subject to all existing easements of and restrictions of record, and is further subject to the terms and conditions of the Protective Covenants of the Leslie Business Park, including but not limited to the prohibition against any retail sales of any kind to the public from any use or business conducted on the Property, and the covenant deed conveying title to the property shall contain a statement to such affect.
- The property is further being sold subject to the following conditions that shall be stated in the covenant deed conveying title to the property: The Purchaser shall begin

construction of approved buildings upon the Property building site no later than twelve (12) months from the date of the Closing and all construction shall be completed within twenty-four (24) months after the start of construction. If construction has not begun or has not been completed within the time limits specified herein, the City of Leslie, its successors or assigns may in its absolute discretion extend the completion time in writing. The City of Leslie shall also retain the option, which shall survive closing, of refunding the Purchase Price and taking possession of the land if actual physical construction on the Property pursuant to a building permit does not begin in a timely manner. At the time of such refund of the Purchase Price, the Purchaser shall execute and deliver to the City of Leslie a good and sufficient covenant deed to re-convey the property to the City. If Purchaser fails to re-convey the property within ten (10) days following written demand and tender of the refund, then the City may file a claim of interest with the Ingham County Register of Deeds and Purchaser shall be responsible for any and all costs incurred by the City, including actual attorney fees sustained in regaining possession of and title to the property.

- Bidder/Purchaser shall have up to 45 days of entry into the Purchase Agreement to complete inspections and due diligence.
- Closing on the Property must occur within 75 days of entry into the Purchase Agreement.
- The City may contact unsuccessful bidders, make counter-offers, negotiate additional terms and/or accept back-up offers on the Property.
- Bidder/Purchaser is responsible for obtaining any title history information and title insurance desired by Bidder/ Purchaser.
- The City has no environmental information regarding the property and makes no representations regarding the condition of the Property or its fitness for any particular purpose. Bidder/Purchaser is responsible for any environmental inspections or investigation.
- All closing costs shall be paid by Bidder/Purchaser.
- For construction, remodeling or updating of the building on the Property, Purchaser agrees to comply with all City zoning, building and permitting regulations.

Earnest Money Deposit: The successful Bidder shall deposit the sum of Five percent (5%) of the Purchase Price and enter into an earnest money escrow agreement with a title company acceptable to City at the on terms acceptable to the City at the time the Purchase Agreement is entered into.

Minimum Bid Amount: A minimum bid of at least **Two Hundred Ninety Thousand Six Hundred Sixty-One and 00/100 Dollars (\$290,661.00)** has been set relative to fair market value. Selection will be made on basis of the bid, the proposed use and any other financial considerations that is determined to be in the best interests of the City. In the event the selected bidder should default or fail to close on the purchase the Property as required in the earnest money escrow agreement or Purchase Agreement, the City may contact any or all unsuccessful bidders without further notice or publication being required. The City is not required to accept any bid or to complete the sale of the Property unless and until it enters into the Purchase Agreement and then the City's obligations will be subject to the terms and conditions of the Purchase Agreement. The City reserves the right to reject any or all bids. Additionally, the City reserves the right to waive insignificant and administrative errors found in any bid. The City reserves the right to reject a bid if it is found that collusion exists among bidders. In addition, if a

Bidder submits two (2) or more bids on the same Property, the City will automatically reject the lower bid(s).

Certification of Financial Ability to Pay Purchase Price: Certification of financial ability to pay the offered purchase price is required on the bid form.

Brokers or Real Estate Agents Fee: The City is not represented by a broker or real estate agent and no seller's or listing fee will be paid to a broker or real estate agent. The City will not be responsible for Purchaser's/Bidder's broker or real estate agent fees.

Contact: Please submit written questions regarding this sealed bid to:

SUE MONTENEGRO at (517) 589-8236.

NO LOBBYING OF CITY EMPLOYEES, CITY OFFICIALS, OR CITY COUNCIL MEMBERS WILL BE PERMITTED OR TOLERATED. THE CITY WILL NOT PROVIDE INFORMATION ABOUT ITS DETERMINATION OR ANY BIDS RECEIVED UNTIL AFTER THE AWARD OF THE PURCHASE AGREEMENT.

Information Provided by City: Information included in or provided with this request for sealed bids is provided solely for the convenience of the bidders. WHILE THIS INFORMATION IS BELIEVED TO BE ACCURATE, NO REPRESENTATION OR WARRANTY OF ANY KIND IS MADE BY THE CITY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION INCLUDED IN OR PROVIDED WITH THIS REQUEST FOR SEALED BIDS. Bidders are solely responsible for conducting such independent due diligence investigations as may be necessary for the preparation of bids. The City and its employees, consultants, agents, and advisors are not and will not be responsible for the completeness or accuracy of any information distributed or made available, orally or in writing, during this bidding process.

Costs and Expenses of Bidders: The City accepts no liability under any circumstances for any costs or expenses incurred by bidders in making a bid, visiting and evaluating the properties, attending any meetings or interviews, participating in negotiations of the agreement, or in acquiring information, clarifying or responding to any condition, request, or standard contained in this request for sealed bids. Each bidder who participates in this bidding process does so at its own expense and risk and agrees that the City shall not reimburse any costs incurred during this process, whether or not any award results from the solicitation.

INDEMNIFICATION: *Bidder does hereby agree to waive all claims, release, indemnify, defend and hold harmless the City and all of its officials, officers, agents and employees, in both their official and individual capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action including all expenses of litigation and/or settlement, court costs and attorney fees which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property occasioned by error, omission, or negligent act of bidder, his officers, agents, employees, subcontractors, invitees or another person, or for any claim, loss damage, suits, demand or cause of action relating to the bid, award, negotiation, or selection of bidder arising out of or in connection with this request for sealed bids, and bidder will at his or her own cost and expense defend and protect the City from any and all such claims and demands.*

Bidder does hereby agree to waive all claims, release, indemnify, defend and hold harmless the City and all of its officials, officers, agents and employees, in both their public and private capacities, from and against any and all claims, losses, damages, suits, demands or causes of action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorney fees for injury or death of any person or for loss of, damages to, or loss of use of any property occasioned by error, omission, or negligent act of the City, its officers, agents, employees, subcontractors, invitees or any other person, or for any claim, loss, damage, suit, demand or cause of action relating to the bid, award, negotiation, or selection of bidder arising out of or in connection with this request for sealed bids, and bidder will at his or her own cost and expense defend and protect the City from any and all such claims and demands. Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of action arise in whole or in part from the negligence of the City, its officers, officials, agents or employees. It is the express intention that the indemnity provided for in this paragraph is indemnity by the bidder to indemnify and protect the City from the consequences of the City's own negligence, whether that negligence is a sole or concurring cause of the injury, death or damage.

In any and all claims against any party indemnified hereunder by bidder, any agent, officer, member, subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for bidder or any subcontractors under workman's compensation or other employee benefits act. By submission of a response to this request for sealed bids, bidder agrees that it shall be bound by the indemnification and remedy provisions of this request for sealed bids. If any liability claims, losses, damages, suits, demands or causes of action arise out of this request for sealed bids, the City may seek payment of any expenses incurred in defense, settlement, or payment of any judgments, costs, fees, charges, expenses, or any expenditure necessary due to the liability, claims, losses, damages, suits, demands or causes of action that arises out of this request for sealed bids from the bid security provided by bidder pursuant to this request for sealed bids.

Withdrawing of Bid: Bids may be withdrawn any time prior to the official opening; a request for the non-consideration of bids must be made in writing to the City Manager or City Clerk, and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

Assignment: The successful bidder may not assign its rights and duties in the event it is selected for award of sale without the written consent of the Mayor. Such consent shall not relieve the assignor of liability in the event of default by his/her assignee.

Governing Law and Venue: The construction and validity of the Purchase Agreement shall be governed by the laws of the State of Michigan. Venue for any legal action commenced hereunder shall be in a court of appropriate jurisdiction in Ingham County, Michigan.

Sovereign Immunity: Nothing in this request for sealed bids is intended to or shall have the effect of waiving any privileges or immunities afforded the City under Michigan Law, including but not limited to, sovereign immunity or official immunity and it is expressly agreed that the City reserves such privileges.

Bidder's Representation:

By submitting its bid, Bidder represents that:

- a. Bidder has read and understands this solicitation;
- b. Bidder's bid is made in accordance with this solicitation;
- c. Bidder's bid is based upon the information set forth in this solicitation; and
- d. Bidder accepts the terms and conditions stated in this request for sealed bids and on the Bid form.

[Remainder of page left intentionally blank]



CITY OF LESLIE, MICHIGAN
BID FORM
Purchase of Real Property

Description	Amount Bid
See Attached for Legal Description Tax Parcel # 33-17-14-27-176-011 more commonly known as V/L Rice, Leslie, MI 49251	\$ _____

Check One:

Bidder is not represented by a broker or real estate agent.

Bidder is represented by the following broker or real estate agent:

Name: _____

Address: _____

License No.: _____

Telephone Number: _____ Fax: _____

E-mail Address: _____

INCLUDE WITH THIS BID FORM A BRIEF SUMMARY OF YOUR INTENDED USE OF THE PROPERTY, VERIFICATION AND SOURCE OF FUNDS, AND ANY OTHER DOCUMENTS/INFORMATION YOU WISH TO BE CONSIDERED.

CERTIFICATIONS:

Initial: _____ The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Further, Bidder further certifies that it has the Cash or Pre-approved credit to pay the purchase price offered in cash or readily available funds. **A VERIFICATION AND SOURCE OF FUNDS MUST BE ATTACHED TO THE BID.**

Initial: _____ I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past 6 months, directly or indirectly involved in any activity or agreement to control the price of the Property, or to influence any person/persons to bid or not bid thereon.

Initial: _____ I hereby acknowledge that the receipt of bid responses does not require the City to accept any bid, enter into any Purchase Agreement or to complete a sale or exchange of the Property. Further, any and all bids may be rejected by the City without any recourse by the undersigned.

Initial: _____ I hereby certify that if I am signing on behalf of an entity as Bidder, that I am duly authorized and empowered to execute this Bid on behalf of the entity whom I represent.

Name of Bidder: _____

Address of Bidder: _____

Telephone Number: _____ Fax: _____

E-mail Address: _____

By: _____ Title: _____

Federal ID#/Social Security Number: _____

Signature: _____

STATE OF MICHIGAN)

)ss

COUNTY OF _____)

BEFORE ME, the undersigned, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and ACKNOWLEDGED to me that she/he executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

_____, County, State of Michigan
My Commission Expires: _____
Acting in _____, County

CERTIFICATE OF SURVEY
PART OF THE SOUTH 1/2 OF THE
NORTHWEST 1/4, SEC. 27, T1N, R1W
CITY OF LESLIE, INGHAM CO., MI.



LEGEND

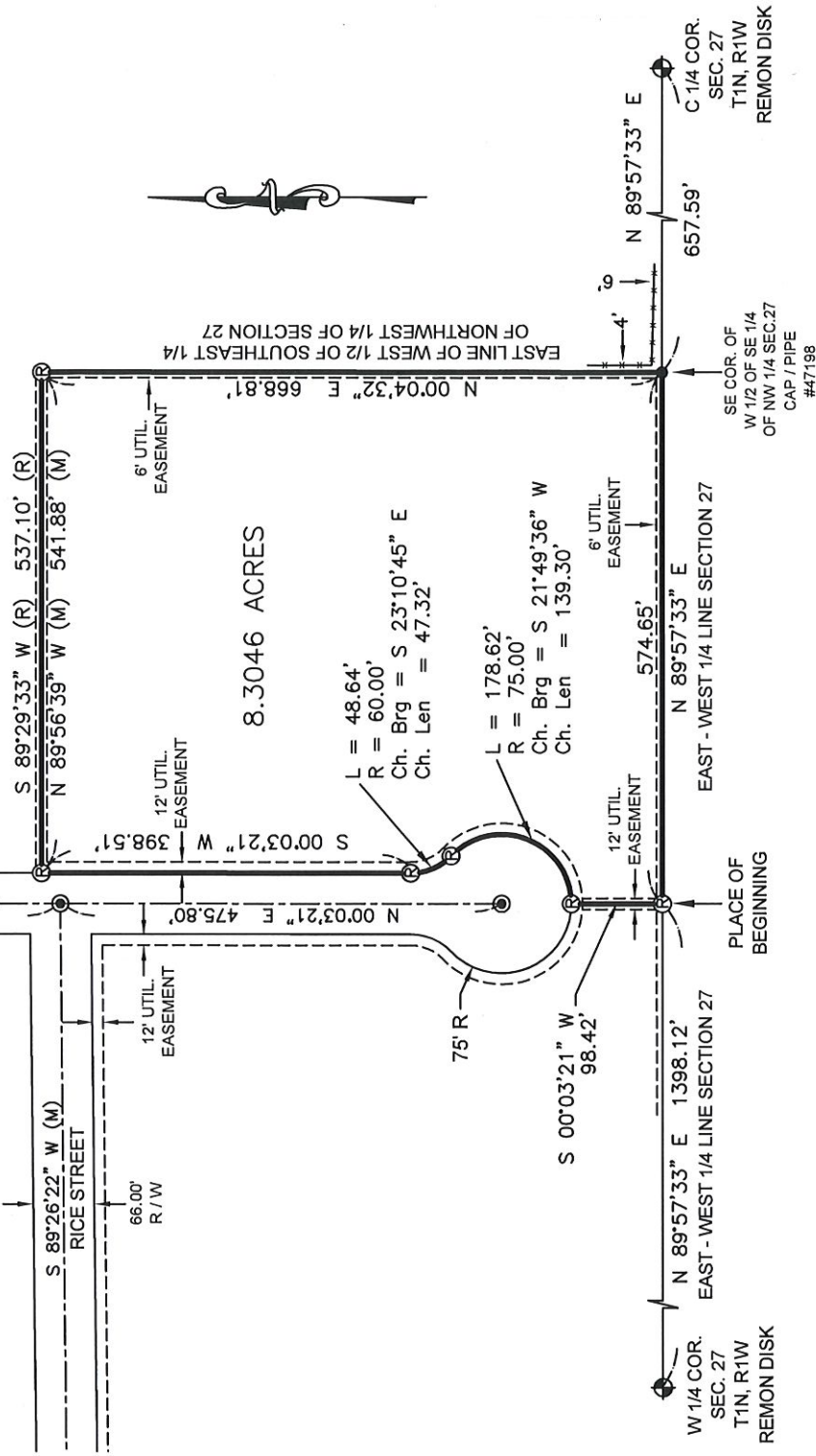
- IRON FOUND
- Ⓜ SET REBAR W/CAP
MAF 55056
- ⊙ SET MAG NAIL / WASHER
- ⊕ P.L.S.S. SECTION CORNER
- (R) / (M) --- (RECORD) / (MEASURED)
- NOT DRAWN TO SCALE

***** NOTE *****

- EXISTING ASPHALT ROADWAY (INDUSTRIAL DRIVE)
- CONCRETE CURB AND GUTTER.
- EXISTING UTILITIES EVIDENT ON SITE
- STORM DRAINS, SEWER, U.G. ELECTRIC
- GAS, TELEPHONE, CABLE.



BASIS OF BEARINGS
 BEARINGS ARE BASED ON THE MICHIGAN
 STATE PLANE COORDINATE SYSTEM
 1983, SOUTH ZONE, GEOID 12B



PROPERTY DESCRIPTION

A parcel of land being part of the South 1/2 of the Northwest 1/4 of Section 27, Town 1 North, Range 1 West, City of Leslie, Ingham County, Michigan, being more specifically described as follows: Commence at a point on the East-West 1/4 line of Section 27, being N 89°57'33" E., a distance of 1398.12 feet from the West 1/4 corner of Section 27, as the Place of Beginning for this description; thence continuing N 89°57'33" E., along the East - West 1/4 line of said section, a distance of 574.65 feet, to the Southeast corner of the West 1/2 of the Southeast 1/4 of Section 27; thence N 00°04'32" E., along the East line of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 27, 668.81 feet; thence N 89°56'39" W., a distance of 541.88 feet (recorded as S 89°29'33" W., 537.10 feet), to the Easterly right of way of Industrial Drive (so called); thence S 00°03'21" W., along the Easterly right of way, a distance of 398.51 feet to a point of curve; thence along the arc of a curve concave to the Northeast, a distance of 48.64 feet (said curve having a radius of 60.00 feet, with a chord bearing and distance of S 23°10'45" E., 47.32 feet), to a Point of curve of a reverse curve; thence along the arc of a 75.00 foot radius cul-de-sac being concave to the Northwest, a distance of 178.62 feet (said curve having a chord bearing and distance of S 21°49'36" W., 139.30 feet); thence S 00°03'21" W., along the centerline of Industrial Drive extended, a distance of 98.42 feet, to the East - West 1/4 line of Section 27, and the Place of Beginning. Containing 8.3046 acres of land. Subject to all existing pertinent easements and restrictions of record.

DWG. NAME: INDUSTRIAL PARK.DWG

JOB # : 18 09. 003	FAUSER LAND SURVEYING, L.L.C.
DRAWN : M.A. FAUSER	2756 W. Kinneville Rd. Leslie, MI 49251
DATE : 09- 17 -18	
SCALE : 1" = 200'	
PAGE : 1 OF 1	

Mark A. Fauser
 PROFESSIONAL SURVEYOR

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PARCEL OF LAND AS ABOVE SHOWN OR DESCRIBED ON 09 - 17 -2018 AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS WAS 1: 5,000 OR BETTER AND THAT THIS SURVEY COMPLIES WITH ALL THE REQUIREMENTS OF P.A. 132 OF 1970, AS AMENDED.

**CITY OF LESLIE
RESOLUTION NO. 2021-16**

WOODLAWN CEMETERY AGREEMENT

This Cemetery Agreement (“Agreement”) effective on _____, 2021 (“Effective Date”), and entered into pursuant to Mich Const 1963, Art 7, § 28, and the Urban Cooperation Act, 1967 PA 7, *ex sess*, MCL 124.501, *et seq.*, is made between Leslie Township, a Michigan general law township, 4279 Oak Street, Leslie, MI 49251 (the “Township”), and City of Leslie, a Michigan home rule city, 602 Bellevue Street, Leslie, Michigan 49251 (the “City”).

RECITALS

(A) The Woodlawn Municipal Cemetery (the “Cemetery”) lies within the geographical jurisdiction of the Township and the City; and

(B) The Township and the City desire to enter into this Agreement to cooperatively establish and finance a joint authority to manage, develop, preserve, operate and maintain the Cemetery; and

(C) The Township and the City find that this Agreement is necessary and reasonable to provide for the public health, safety, and general welfare of the Township and the City, and to provide for the administration of the Cemetery; and

(D) Mich Const 1963, Art 7, § 28, and the Urban Cooperation Act, 1967 PA 7, *ex sess*, MCL 124.501, *et seq.*, permit the Township and the City to exercise jointly any power, privilege or authority which they share or which each might exercise separately; and

(E) The Township and the City are each “public agencies” as that term is defined under 1967 PA 7, *ex sess*, MCL 124.501, *et seq.* The Township and the City each possess the power, privilege, and authority under State law to own, operate and maintain a cemetery; and

Therefore, the Township and the City agree to be mutually bound by the following promises:

ARTICLE I

**EFFECT OF RECITALS; DEFINITIONS;
CAPTIONS AND HEADINGS; PLURAL TERMS**

Section 1.01. Adoption of Recitals. The Recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement. In case of conflict, the following provisions of this Agreement shall prevail over the Recitals.

Section 1.02. Definitions. The following terms and expressions as used in this Agreement, unless the context clearly shows otherwise, shall have the following meaning:

- (1) “**Act 7**” means Act 7 of the Michigan Public Acts of 1967, Ex. Sess., as amended being codified at MCL § 124.501, *et seq.*
- (2) “**Agreement**” means this interlocal agreement between Leslie Township and the City of Leslie.
- (3) “**Cemetery**” means the Woodlawn Municipal Cemetery owned in part by the City of Leslie and owned in part by Leslie Township.

- (4) “**Cemetery Authority**” means the Woodlawn Cemetery Authority, the separate legal entity and public body corporate created by the City of Leslie and Leslie Township.
- (5) “**Cemetery Board**” means the Woodlawn Cemetery Authority Board created pursuant to the terms of this Agreement.
- (6) “**City**” means the City of Leslie.
- (7) “**City Council**” means the legislative body of the City.
- (8) “**Fiscal Year**” means the year that shall begin on July 1 of each calendar year and end on June 30 of the following calendar year.
- (9) “**OMA**” means the Michigan Open Meetings Act, 1967 PA 267, MCL 15.261, *et seq.*
- (10) “**Party**” means either the Township or the City individually.
- (11) “**Parties**” means the Township and the City collectively.
- (12) “**Person**” means an individual, authority, corporation, limited liability company, partnership, limited partnership, firm, organization, association, joint venture, trust, governmental entity, Public Agency, or other legal entity.
- (13) “**Protected Person**” means a board, official, officer, board member, employee, contractor, or agent of the Cemetery Authority.
- (14) “**Public Agency**” means that term as defined under Section 2(e) of Act 7.
- (15) “**Sexton**” means the operational manager of the Cemetery.
- (16) “**State**” means the State of Michigan.
- (17) “**Township**” means Leslie Township.
- (18) “**Township Board**” means the legislative body of Leslie Township.

Section 1.03. Captions and Headings. The captions, headings, and titles in this Agreement are used for convenience and not intended to have any substantive meaning or be interpreted as part of this Agreement.

Section 1.04. Plural Terms. A term or phrase in this Agreement importing the singular number only may extend to and embrace the plural number and every term or phrase importing the plural number may be applied and limited to the singular number.

ARTICLE II

PURPOSE

The purpose of this Agreement is to create and empower the Cemetery Authority and the Cemetery Board to implement the powers, privileges, and authority of each of the Parties consistent with this

Agreement to manage, develop, preserve, operate and maintain the Cemetery. This Agreement is further intended to establish a consistent system of regulations governing the Cemetery and to maintain a uniform appearance of the Cemetery.

ARTICLE III
CREATION OF THE WOODLAWN CEMETERY AUTHORITY

Section 3.01. Creation and Legal Status of Cemetery Board. The Cemetery Authority is established as a separate legal entity for the purpose of providing operating, controlling, maintaining and managing the Cemetery as more fully set forth in this Agreement. The Cemetery Authority shall be a public body corporate and the Cemetery Authority shall have the powers granted under this Agreement, Act 7, and other applicable law.

Section 3.02. Principal Office. The principal office of the Cemetery Authority shall be located at
PO Box 577
Leslie, Michigan 49251

Section 3.03. Tax-Exempt Status. The Parties intend the activities of the Cemetery Authority to be tax-exempt as governmental functions carried out by an instrumentality or political subdivision of government under Section 115 of the Internal Revenue Code of 1986, 26 USC 115, or any corresponding provisions of any future federal tax code. The Parties also intend the activities of the Cemetery Authority to be governmental functions carried out by a political subdivision of the State, exempt to the extent provided under State law from taxation by this State, including, but not limited to, business tax under the Michigan Business Tax Act, Act 36 of the Michigan Public Acts of 2007, as amended, being MCL § 208.1101 to 208.1601, income tax under the Income Tax Act of 1967, Act 281 of the Michigan Public Acts of 1967, being MCL § 206.1 to 206.713, and property tax under The General Property Tax Act, Act 206 of the Michigan Public Acts of 1893, being MCL § 211.1 to 211.157, and any successor State tax laws.

Section 3.04. Compliance with Law. The Cemetery Authority shall comply with all federal and State laws, rules, and regulations applicable to the Cemetery Authority.

Section 3.05. Relationship of the Parties. The Parties agree that no Party shall be responsible for the acts of the Cemetery Authority or of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party and no Party may otherwise obligate any other Party.

Section 3.06. No Third-Party Beneficiaries. Except as expressly provided in this Agreement, the Agreement does not create in any Person, and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights in this Agreement, or any other right.

Section 3.07. Litigation Costs. In the event of a legal proceeding challenging the validity of this Agreement or any action or activity engaged in pursuant to this Agreement where the Township, City, or a Protected Person of the Township or City is named as a defendant, to the extent permitted

by law, including, but not limited to, Section 28 of Article VII of the State Constitution of 1963 and Section 5 of Act 7, and from funds lawfully available to the Cemetery Authority, the cost of legal representation of the Township, City, or the Protected Person shall be the responsibility of the Cemetery Authority or its insurance carrier, not the Parties. To the extent permitted by law, and from funds lawfully available to the Cemetery Authority, the Cemetery Authority or its insurance carrier shall defend, hold harmless, and reimburse the Township, City, or a Protected Person of the Township or City from and against any and all costs, losses, claims, liabilities, actions, suits, proceedings, fines, expenses, payments, penalties, damages, and injuries, of whatever kind or nature, including attorney fees and settlement costs, arising out of, resulting from, caused by, or associated with, or alleged to have arisen out of, resulted from, been caused by, or associated with, in whole or in part, directly or indirectly, the execution or performance of this Agreement, or any acts or omissions of any Party or any Person taken in connection with this Agreement or its performance. The Parties intend that the Township, City, and Protected Persons of the Township and City shall have no individual liabilities or costs of any nature in connection with this Agreement other than those specifically agreed to or assumed in writing by the Township or City. To the extent permitted by law and from funds lawfully available to the Cemetery Authority, if any suit, action or proceeding is brought against the Township, City, or any Protected Person of the Township or City, that suit, action or proceeding shall be defended by a mutually agreed to counsel of the Parties, as evidenced by a vote of the Cemetery Board, unless it is covered by the insurance carrier of the Cemetery Authority, the Township or the City. If the defense is not covered by an insurance carrier and is therefore provided by counsel mutually acceptable to the Township and the Cemetery Authority or to the City, and the Cemetery Authority, the Cemetery Authority shall pay all reasonable and necessary costs of the defense, including reasonable attorney fees, to the extent permitted by law and from funds lawfully available to the Cemetery Authority. If the Township and City mutually determine by a vote of the Cemetery Board that the Cemetery Authority shall defend the Township, City, or Protected Person of the Township or City, the Cemetery Authority shall immediately assume the defense at its own reasonable and necessary costs, to the extent permitted by law and from funds lawfully available to the Cemetery Authority. Notwithstanding another provision of this section, if the Cemetery Authority refuses to defend a Party or a Protected Person under this section, or a conflict under applicable law or rules prohibits the Cemetery Authority from defending a Party or a Protected Person, the Party or Protected Person may retain counsel and the Cemetery Authority shall be responsible for the reasonable and necessary litigation costs and expenses of the Party or Protected Person, to the extent permitted by law and from funds lawfully available to the Cemetery Authority.

Section 3.08. Legal Settlements. The Cemetery Authority shall not be liable for any settlement of any proceeding made without its consent, and the Cemetery Authority shall not unreasonably withhold consent.

Section 3.09. Nonprofit Status. As a governmental instrumentality within this State, the Cemetery Authority may not be operated for profit. No part of any earnings of the Cemetery Authority may inure to the benefit of a Person other than the Parties or other contracted entities as allowed by Act 7. It is the intent of the Parties that the Cemetery Authority maintain its nonprofit status.

ARTICLE IV
CEMETERY BOARD; ESTABLISHMENT; COMPOSITION; TERMS

Section 4.01. Establishment of the Cemetery Board. Upon the execution of this Agreement, the Parties agree to establish a Woodlawn Cemetery Authority Board.

Section 4.02. Cemetery Board Composition; Terms. The Cemetery Board shall consist of the following three (3) members holding the following terms:

- (1) One (1) member shall be appointed by the City of Leslie Council and shall hold office for a term of two (2) years.
- (2) One (1) member shall be appointed by Leslie Township and shall hold office for a term of two (2) years.
- (3) One (1) member shall hold office for a term of three (3) years and shall be appointed alternately by the Township and the City, with the Township appointing said member for the first three (3) year term.

Members shall serve until their successors are duly appointed or until they are removed pursuant to Section 4.06 below.

Section 4.03. Qualifications of Cemetery Board Members. Nothing shall prohibit Cemetery Board appointees from being members of the City Council or Township Board. A Member of the Cemetery Board may engage in private or public employment, or in any profession or business, but may not serve as an employee of the Cemetery Authority.

Section 4.04. Members. The Cemetery Board shall from its Members appoint a chairman, secretary and treasurer.

Section 4.05. Compensation. A Member of the Cemetery Authority shall receive no compensation for the performance of their duties but shall be entitled to reimbursement of reasonable and necessary expenses incurred in the performance of such duties.

Section 4.06. Removal. Members appointed by the Parties shall serve at the pleasure of the Party which appoints them and may only be removed by the appointing Party. Following removal of a Cemetery Board Member, a new Member shall be appointed in the same manner as the removed Member under Section 4.02.

SECTION V

POWERS OF THE CEMETERY AUTHORITY

Section 5.01. Common and Shared Powers. The enumeration of a power, privilege, or authority in this Agreement shall not be construed as limiting the powers, privileges, or authorities of the Cemetery Authority. In carrying out its purposes, the Cemetery Authority may perform, or perform with any Person, as applicable, any power, privilege, or authority that the Parties share in common and that each might exercise separately to the fullest extent permitted by the Act.

Section 5.02. Powers Under Act 7. In addition to other powers of the Cemetery Authority, the Cemetery Authority shall, consistent with Section 7 of Act 7, have the power to do all of the following:

- (1) Make and enter into contracts;
- (2) Retain and terminate employees;
- (3) Acquire, construct, manage, and maintain Cemetery improvements;
- (4) Acquire, hold, or dispose of property;
- (5) Incur debts, liabilities, or obligations as expressly authorized by the Parties.
- (6) Sue and be sued in the name of the Cemetery Authority.

Section 5.03. Additional Powers Under Act 7. The Cemetery Authority also shall have the power, consistent with Section 5 of Act 7, to do all the following:

- (1) Manage and oversee the operation of the Cemetery existing within the jurisdiction of each Party.
- (2) Fix and collect charges, rates, rents, and fees related to the disposition and transfer of burial spaces and burial rights.
- (3) Promulgate necessary rules and provide for their enforcement by or with the assistance of the Parties to accomplish the administration and oversight of the Cemetery.
- (4) Determine the way purchases shall be made and contracts entered into by the Cemetery Authority for carrying out the purposes of this Agreement.
- (5) Acquire, own, hold, operate, maintain, lease, or sell personal property.
- (6) Accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this Agreement. The Cemetery Authority may apply for and accept grants, assistance funds, loans, or contributions from any source. Gifts, grants, assistance funds, or bequests accepted by the Cemetery Authority shall become the property of the Cemetery Authority upon acceptance, except as otherwise agreed by the Cemetery Authority and the grantor. The Cemetery Authority may do anything within its power to secure the grants, loans, or other contributions, including, but not limited to, maintaining separate segregated funds for gifts, grants, assistance funds, or bequests.
- (7) Make claims for federal or state aid payable to a Party on account of the execution of this Agreement, with the written consent of the Party.
- (8) Determine the manner of responding for any liabilities that might be incurred through performance of the Agreement and insure against any such liability.
- (9) Invest surplus funds or proceeds of grants, gifts, assistance funds, or bequests, consistent with an investment policy adopted by the Cemetery Board.

Section 5.04. Transfer Contracts. The Cemetery Authority shall be a special authority and a political subdivision for purposes of Act 8 of the Michigan Public Acts of 1967, Ex. Sess., being

MCL § 124.531 to 124.536.

Section 5.05. Tax Limitation. The Cemetery Authority shall not levy any type of tax within the boundaries of any Party. Nothing contained in this Agreement prevents the Township or City from levying taxes, creating a special assessment district, or implementing any other legal method of raising revenue as allowed by law and assigning the revenue to the Cemetery Authority, as agreed in writing by the Parties and to the extent provided by law.

Section 5.06. Limitation on Binding Parties. The Cemetery Authority shall not have the power to bind a Party or to create debts, liabilities, or obligations of a Party, unless otherwise specifically agreed to by the Party in writing.

Section 5.07. No Waiver of Governmental Immunity. The Parties agree that no provision of this Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under Act 7 or other statutory or common law.

ARTICLE VI
MANNER AND METHOD FOR EXERCISE OF COMMON POWER

Section 6.01. Township and City. The Township and City have agreed to monetarily fund the Cemetery Authority. Upon approving the Cemetery Authority's annual budget, as discussed in Article VII, the Township and City shall each be responsible for funding half of the Cemetery Authority's annual operating costs. Such funding may come from the general fund of either Party or from any other lawful source.

Section 6.02. Ordinances. Upon entering into this Agreement, the City and the Township shall adopt identical ordinances establishing regulations for the operation, control, maintenance and management of the Cemetery, the Cemetery Authority and the Cemetery Board. The regulations set forth in the City and Township's ordinances shall be binding on the Cemetery Board and the Cemetery Authority.

Section 6.03. Enforcement of Ordinance Violations. The Cemetery Authority shall report violations of the City and Township's ordinances pertaining to the Cemetery to both Parties. The Party responsible for enforcing the violation shall be the Party having jurisdiction over the area of the Cemetery in which the violation took place. Both Parties shall independently prosecute a violation that occurs within the jurisdiction of both the City and the Township. Each Party shall bear its own costs incurred in enforcing its ordinance.

Section 6.04. Assumption of Liabilities. Except as provided in Section 3.07, the Cemetery Authority does not assume any liabilities or commitments of the Township or the City.

Section 6.05. Acts and Omissions. Except as provided in Section 3.07, it is the intent of the Parties that liability for acts or omissions of a Party prior to the Effective Date shall remain with the Party and not be transferred, assigned, or assumed by the Cemetery Authority. The Cemetery Authority shall only be liable for its own acts or omissions and those of its officials, employees and agents that occur after the Effective Date of this Agreement and the Parties shall not be liable for any acts or omissions of the Cemetery Authority, its officials, employees and agents.

ARTICLE VII
BUDGET

Section 7.01. Budget Approval. The Cemetery Board shall submit an annual operating and capital improvement budget to the City and the Township, which shall be subject to approval, denial or modification by the City Council or the Township Board. The Parties specifically authorize the Cemetery Board (or such of the Parties as is specifically authorized by the Cemetery Board) to enter into contracts for expenditures or receipt of funds that are part of the annual budget. The Cemetery Board is authorized to accept gifts or permit improvements to the Cemetery through any other body or entity, provided that the gifts or improvements to not implicate the expenditure of public funds of the City or Township. The Cemetery Board will submit the requested budget amount for the coming fiscal year by March 1st of the previous year.

Section 7.02. Budget Amendments. In order to become effective, any budget amendments must be approved by the both City Council and the Township Board.

Section 7.03. Operational Costs and Surpluses. Operational costs of the Cemetery shall be divided evenly between the City and the Township. Any operating surpluses shall be reflected in any Cemetery Budgets to be approved by the City and the Township.

Section 7.04. Records; Reports. The Cemetery Board shall maintain accurate records of income and expense and support quarterly reports to the City and the Township. The Cemetery Board shall provide for the collection and prompt and accurate disposition of current receipts and expenses.

ARTICLE VIII
OPERATIONS

Section 8.01. Meetings. The Cemetery Board shall, at a minimum, hold quarterly meetings. The Cemetery Board may hold other special meetings at a time, date, and place determined by the Cemetery Board. Meetings of the Cemetery Board shall comply with the OMA. Public notice of the time, date, and place of Cemetery Board meetings shall be given in the manner required by the OMA. Members of the Cemetery Board may participate in meetings by electronic means of communication to the fullest extent permitted by law. The Cemetery Board shall maintain a record of all its proceedings.

Section 8.02. Cemetery Board Quorum and Voting. Except for approving the annual budget, a majority of the Members serving on the Cemetery Board shall constitute a quorum for the transaction of business. The Cemetery Board shall act by a majority vote of the members serving at the time of the vote, except that the annual budget must be by a unanimous vote of the Cemetery Board. Members of the Cemetery Board shall not engage in proxy voting. Cemetery Board members must participate in each meeting as required under the Michigan Open Meetings Act, MCL 15.261, *et seq.*

Section 8.03. Employees. The Cemetery Board is hereby authorized to take the necessary steps to provide for such employees as may be needed by the Cemetery Authority. The salaries of such employees shall be set by the Cemetery Board subject to approval in its annual budget. Nothing herein shall prohibit the Cemetery Board from entering into a contract with an independent contractor for the management and operation of running the Cemetery.

Section 8.04. Insurance. The Cemetery Board is entitled to provide for such insurance either through private insurers or through a risk management pool, as may be commercially reasonable; this expenditure shall be considered part of operating expenses.

Section 8.05. Records. The Cemetery Authority shall keep and maintain at the principal office of the Cemetery Authority all documents and records of the Cemetery Authority. The records of the Cemetery Authority, which shall be available to the Parties, shall include a copy of this Agreement and any amendments. The records and documents shall be maintained until termination of this Agreement and shall be returned to any successor entity.

ARTICLE IX **TERM AND TERMINATION**

Section 9.01. Term. This Agreement shall continue until either the Township or City withdraw from the Cemetery Authority pursuant to Section 9.02 of this Agreement.

Section 9.02. Township or City Withdrawal. Except as provided in Section 9.04 of this Agreement or as otherwise may be agreed to by the parties hereto in a written addendum hereto, the Township or City may withdraw from the Agreement at any time upon providing a minimum of one (1) Fiscal Year notice. By way of example only, if the Fiscal Year of the Cemetery Authority is January 1 to December 31 and the Township desires to withdraw from the Cemetery Authority, the Township may do so prior to January 1; however, the withdrawal would not be effective until December 31. For example, if the Township provided notice of withdrawal from the Cemetery Authority on February 12, 2020, the withdrawal would be effective December 31, 2021.

Section 9.03. Effect of Withdrawal. Except as provided in Section 8.04 of this Agreement, the Party withdrawing from the Cemetery Authority shall not be entitled to any assets of the Cemetery Authority, any of the employees of the Cemetery Authority, or any revenue of the Cemetery Authority. The withdrawing party shall only be entitled to the assets that it contributed to the Cemetery Authority and at no time shall the withdrawing party be entitled to any cash that it has contributed to the Cemetery Authority. Upon withdrawal, the withdrawing party shall be entitled to the current market value of the assets that it has contributed to the Cemetery Authority, considering depreciation.

Section 9.04. Mutual Dissolution of Cemetery Authority. At any time, the Township and City may mutually decide to terminate this Agreement. If this Agreement is terminated, and the Township and City are the only members of the Cemetery Authority, the Cemetery Authority shall also terminate. The assets contributed by the Township and the City to the Cemetery Authority shall be returned to the Township or City upon dissolution of the Cemetery Authority. The cash shall be distributed equally between the Township and City after all of the final liabilities of the Cemetery Authority have been paid in full. Any assets of the Cemetery Authority, other than cash, which have been acquired by the Cemetery Authority and not from the Township or the City, shall be distributed equally between the Township and City. The Township and City are not required, as a condition of termination, to accept for employment any of the personnel employed by the Cemetery Authority.

ARTICLE X **MISCELLANEOUS**

Section 10.01. Non-Discrimination. The Cemetery Authority shall employ and contract with individuals and companies without discrimination as to religion, creed, race, color, sex, or national origin as mandated by Section 2 of Article I of the State Constitution of 1963. The Cemetery Authority also shall comply with the Elliott-Larson Civil Rights Act, Act 453 of the Michigan Public Acts of 1976, as amended, being MCL § 37.2101 to 37.284, the Persons with Disabilities Civil Rights Act, Act 220 of the Michigan Public Acts of 1976, as amended, being MCL § 37.1101 to 37.1607, and other applicable civil rights laws.

Section 10.02. Public Purpose and Governmental Function. As both the Township and the City are bodies corporate and governmental agencies, the powers, duties, rights, obligations, functions, and responsibilities of the Cemetery Authority constitute essential public purposes and governmental functions.

Section 10.03. Non-impairment. Nothing in this Agreement authorizes the impairment of a bond, note, security, or uncontested legal obligation of the Township or the City.

Section 10.04. Addresses and Notice. Unless otherwise provided herein and with the exception of invoices for payment and payments submitted, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called “Notice”) herein provided or permitted to be given, made or accepted by any Party to any other Party must be in writing and may be given or be served by depositing the same in the United States mail postage paid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such Party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the Township, to:

Leslie Township, Attn: Township Clerk
4279 Oak Street/PO Box 577
Leslie, Michigan 49251

If to the City, to:

City of Leslie, Attn: City Clerk
602 West Bellevue Street
Leslie, Michigan 49251

If to the Cemetery Authority, to:

Woodlawn Cemetery Authority
PO Box 577
Leslie, Michigan 49251

The Parties hereto shall have the right from time to time and at any time to change their respective

addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other Party hereto.

Section 10.05. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 10.06. Severability. The Parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality or contravention shall not affect any other sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause or word had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly.

Section 10.07. Governing Law. This Agreement is made and entered into in this State and shall in all respects be interpreted, enforced, and governed under the laws of the State without regard to the doctrine of conflict of laws. The language of all parts of this Agreement shall in all cases be construed according to its fair meaning and not construed strictly for or against any Party.

Section 10.08. Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Agreement, the matter under dispute, unless resolved between the Parties, shall be submitted to the courts of the State.

Section 10.9. Amendment. This Agreement may be amended or an alternative form of this Agreement adopted only upon written agreement of all Parties. Any agreement or contract among the Parties that is inconsistent with this Agreement shall be adopted as an amendment to the Agreement and be approved as provided in Act 7 by the governing bodies of the Parties prior to becoming effective. Any amendment to allow the participation in the Cemetery Authority by another Public Agency as a Party will be completed in a manner consistent with Act 7.

Section 10.10. Construction. This Agreement has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the Parties hereto. This Agreement therefore shall not be construed against any Party to this Agreement.

Section 10.11. Assignability and Successor Interest. This Agreement may be assigned, or the rights herein may otherwise be transferred from the Township or City, to a duly formed successor agency or entity, or to the State, provided that no obligations of the Cemetery Authority set forth in this Agreement shall be affected by any such assignment or transfer. If either Party desires to

make such transfer or assignment, they shall first provide thirty (30) days written notice to the other Party to provide the opportunity for comments.

Section 10.12. Prior Agreements between the Township and City. After this Agreement becomes effective, all prior agreements between the Township and City that relate to the Cemetery are hereby repealed and are declared null and void.

Section 10.13. Effective Date. This Agreement is effective on the Effective Date as stated above.

CITY OF LESLIE

Dated: _____

By: _____

Its: Mayor

LESLIE TOWNSHIP

Dated: _____

By: _____

Its: Supervisor

THE CITY OF LESLIE AND TOWNSHIP OF LESLIE
INGHAM COUNTY, MICHIGAN
ORDINANCE NO. 228

WOODLAWN MUNICIPAL CEMETERY ORDINANCE

AN ORDINANCE TO PROTECT THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE BY ESTABLISHING REGULATIONS RELATING TO THE OPERATION, CONTROL, MAINTENANCE AND MANAGEMENT OF THE WOODLAWN MUNICIPAL CEMETERY; TO PROVIDE PENALTIES FOR THE VIOLAITON OF SAID ORDINANCE AND TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

THE CITY OF LESLIEORDAINS:

SECTION ONE (1): Sec. 22-31. Definitions. Sec. 22-32. Regulatory Powers of the township and city. Sec. 22-33. Budget Appropriation by city and township. 22-34 City treasurer designated as depository of funds. Sec. 22-35. Rules for interment. Sec. 22-56 Created; composition. Sec. 22-57. Appointment of members; terms of office. Sec. 22-58. Reimbursement of members for expenses; annual stipend. Sec. 22-59 Powers and duties. Sec. 22-81. Appointment. Sec. 22-82 General Duties. 22-83. Revenues and business matters. Sec. 22-83 Duty to dig graves and inter the dead. Sec. 22-101. Burial rights fees. Sec. 22-102. Discrimination in sale of lots prohibited. Sec. 22-104 Perpetual care fund. and Sec. 22-105. Records of ownership. are hereby repealed in their entirety.

SECTION TWO (2): Chapter 22, Article II, Division I-Generally, Sections 22.xx – 22. xx of the Code of Ordinances are hereby adopted and revised to read as follows:

Section 22-31. Title

This Ordinance shall be known and cited as “The Woodlawn Municipal Cemetery Ordinance.”

Section 22-32. Purpose and Intent

The City of Leslie and Township of Leslie recognize and conclude that the proper and reasonable maintenance, appearance and use of the Woodlawn Municipal Cemetery is an important function of the city and township governments. It is also recognized that burials, dis-interments, and other matters associated with a municipal cemetery are handled in respectful, proper, and lawful ways in order to promote the safety, public health and general welfare of the community. The City of

Leslie and Township of Leslie agree that the adoption and enforcement of the Woodlawn Municipal Cemetery Ordinance is in the best interest of the property owners and residents of the City and Township.

Section 22-33. Definitions

- a) The “City” and “Township” are, respectively the City of Leslie and Township of Leslie.
- b) The “Woodlawn Municipal Cemetery” is the municipal cemetery owned by the City of Leslie and Township of Leslie, hereafter, known as “the Cemetery.”
- c) The “Cemetery Board” is the “Woodlawn Cemetery Board.”
- d) “Burial Space” is a burial space that shall consist of an area within the cemetery to accommodate the burial of one deceased person. A burial space may also include one (1) vault and two (2) cremains or no vault and four (4) cremains. Exceptions may be made with the permission of the cemetery board to accommodate infant (two (2) years or younger) or cremains burials.
- e) “Cremains” means cremated human remains.
- f) “Interment” means the burial of the remains of one (1) deceased person.
- g) A “Person” is any person or group of any kind, such as, an association, firm, organization, partnership or company.
- h) The “Sexton” is the operational manager of the cemetery.

Section 4. Cemetery Board: Membership, Terms and Expenses

The Cemetery Board consists of the following three (3) members holding the following terms:

- a) One (1) member shall be appointed by the City of Leslie Mayor and shall hold office for a term of two (2) years.
- b) One (1) member shall be recommended by the Supervisor for the Township of Leslie and appointed by the Leslie Township Board of Trustees and shall hold office for a term of two (2) years.
- c) One (1) member shall hold office for a term of three (3) years and shall be appointed alternately by the Township and the City, with the Township appointing said member for the first three (3) year term.

Members of the Cemetery Board shall be entitled to reimbursement of reasonable and necessary expenses.

Section 5. Authority of Cemetery Board

(A) The Cemetery Board shall manage, develop, preserve, operate and maintain the Woodlawn Municipal Cemetery subject to any limitations or restriction set forth in this ordinance or any other applicable laws. It shall:

- 1) Hold, at the minimum, quarterly meetings. Maintain a record of its proceedings and appoint a chairman, secretary and treasurer.
- 2) Maintain accurate records of income and expenses and submit quarterly treasury reports to the City and Township Boards.
- 3) Prepare and submit an annual budget of anticipated receipts and expenses to the City and Township Boards.
- 4) Provide for the collection and prompt and accurate disposition of all current receipts and expenses.
- 5) Set the price of Burial Spaces and services provided by the cemetery and make the sales thereof.
- 6) The Cemetery Board shall appoint a sexton and other employees as necessary, subject to budget allocations.
- 7) The Sexton and Cemetery Treasurer shall keep permanent records of ownership of all burial spaces, locations of graves and unsold spaces. It is understood that because of the age of the cemetery that there could be unknown and unmarked graves.
- 8) The Cemetery Board shall keep full and complete records of the ownership of all burial rights in the cemetery, of the burial capacity of each such space, the location thereof, the names of persons buried in each burial space, and the date and burial of each.

Section 6. Sales of Burial Spaces: Non-Transferable and Forfeiture

(A) After the effective date of this ordinance, Burial Spaces shall be sold by the Cemetery Board for the purpose of Internment of the purchaser of the Burial Space or the purchaser's immediate family. No sales shall be made to funeral directors or others, except to those acting as an agent for an eligible purchaser. Ownership of Burial Spaces cannot be transferred or assigned.

(B) Burial Spaces sold after the effective date and remaining vacant for one hundred (100) years or more from the date of sale shall revert to the ownership of the Cemetery Board if the following requirements are met:

- 1) Written notice shall be sent by first class mail to the last known address of the last owner on record informing said owner of the expiration date and of possible forfeiture of rights with respect to said Burial Space(s).
- 2) Public notice of unclaimed and expired Burial Space ownership shall also occur on the City and Township websites and shall be published quarterly in local newspapers for a period of one year.
- 3) No written response to said notices indicating a desire to retain the ownership of Burial Space(s) in question is received by the Cemetery Board from the last owner of record of said Burial Space(s), or from the owner's rightful heirs or legal representative, within sixty (60) days following the one (1) year period. Ownership of spaces must be assigned by owner or indicated in owner's will.

(C) All sales of Burial Spaces shall be made on a form approved by the Cemetery Board, which grant a right of Internment only and does not convey absolute title or right to the Burial Space or any other interest in real property. Such forms shall be signed by the Sexton or his or her designee.

Section 7. Designation of Right to Bury; Powers Retained by Cemetery Board

At the time of purchase, the Burial Space shall be assigned in the name of the person to be Interred in that Burial Space. If the owner of a Burial Space desires to effectuate a change in burial designee(s), that owner must request such changes by notarized documents and receive approval from the Cemetery Board. The Cemetery Board shall have the right to correct any errors that may have been made concerning Interments, dis-interments, or in the description, transfer or conveyance of any Burial Space, either by canceling the permit for the Burial Space or Spaces and substituting and conveying in lieu thereof, another vacant Burial Space or Spaces in a similar location within the cemetery or by refunding the money paid for the Burial Space or Spaces to the purchaser or successor of the purchaser. In the event an error involves the interment or Cremains, the Cemetery Board shall have the right to remove and transfer the remains or Cremains to another Burial Space within the cemetery in accordance with law.

Section 8. Purchase Price for Burial Spaces; Indigent Burial

(A) The cost of Burial Spaces and other necessary services shall be subject to the current fee schedule which is set by resolution of the Cemetery Board. This fee schedule shall be revised when deemed necessary by the Cemetery Board. All monies paid for Burial Spaces and other fees shall be made payable to "The Woodlawn Municipal Cemetery".

(B) The Cemetery Board may choose to waive some or all fees for the burial of indigent persons. The location of indigent burials will be advised to the board by the Sexton and other employees as deemed necessary.

Section 9. Grave Opening Charges

- (A) The Cemetery Board shall charge reasonable fees for the opening and closing of any Burial Space, prior to and following a burial therein, including the Interment of ashes. Such fees shall be set, reviewed and revised from time to time by the Cemetery Board.
- (B) Burial Spaces shall only be opened or closed under the direction and control of the Sexton or other individual as designated by the Cemetery Board. Grave openings, disinterment or similar matters may also be done pursuant to a valid court order or under the supervision and direction of local or state public health department authorities. Except in legal instances, the Sexton shall be given at least forty-eight (48) hours notice, prior to such opening or closing.

Section 10. Markers and Memorials; No Monuments

- (A) All markers and memorials must be comprised of natural stone or other equally durable materials and shall face the same direction of the markers and memorials around them. Markers shall not be unnaturally painted or otherwise be covered with material that will wear and tear.
- (B) Except for monuments that existed in the Cemetery before the effective date of this Ordinance, no monument will be allowed or erected. For purposes of this ordinance, “monument” shall be defined as any marker, memorial, statue or similar item which exceed thirty-six (36) inches in height above normal ground level, or which has a ground surface area exceeding thirty (30) inches in width or eighty (80) inches for a double marker.
- (C) Only one marker will be permitted per burial space, or one marker or memorial in total where two adjoining spaces share that one marker or memorial. Markers shall be no more than forty (40) inches in width or eighty (80) inches for a double marker, with an overall height of thirty-six (36) inches above ground level, including the foundation. Any additional, individual markers for cremains shall be flush with the ground level with dimensions of twelve (12) by twenty-four (24) inches on a burial space.
- (D) Any marker or memorial must be placed on a foundation (also known as the “footing”) and such foundation shall be constructed by the Sexton or other cemetery personnel acting under the Sexton’s direction in accordance with this Ordinance.
- (E) Should any monument, marker or memorial become unsightly, broken beyond repair, moved off its proper site, dilapidated or a safety hazard, the Cemetery Board shall have the right, at the expense of the owner or owner’s family of the Burial Space, to correct, repair, or remove the same. The Sexton or Cemetery Board shall make reasonable attempts to contact the owner prior to beginning such work.
- (F) The Cemetery has no responsibility or liability for the repair or maintenance of markers, memorials, urns or any other similar item. Upkeep or replacement of markers, memorials

and urns is the responsibility of the heirs, family or friends of the person buried at that location.

Section 11. Interment Regulations

- (A) A Burial Space shall consist of an area within the Cemetery to accommodate the Internment of one deceased person. A Burial Space may also include one (1) vault and two (2) Cremains or no vault and four (4) cremains. Exceptions may be made with the permission of the Cemetery Board, to accommodate infants or parent and infant(s) buried at the same time. The Cemetery Board will address special circumstances as needed.
- (B) The Cemetery shall be given a minimum of forty-eight (48) hours notice, prior to any funeral requiring Internment, to allow for the opening of the Burial Space. Burial Spaces shall only be opened or closed under the direction and control of the Sexton or other individual as designated by the Cemetery Board.
- (C) Prior to the opening of the Burial Space, the appropriate permit or form issued by the Cemetery for the Burial Space involved, together with appropriate identification of the deceased person therein and the burial transit permit from the health department.
- (D) The surface of all graves shall be kept in an orderly and neat appearing fashion within the confines of the Burial Space provided. Flower beds and plantings are to be within 12 inches of the burial side of the marker and no wider than the marker or footing. No plantings are allowed in walkways. All plantings are to be on the burial side of the marker.

Section 12. Disinterment

No disinterment or exhumation shall occur until and unless any and all permits, licenses and written authorizations required by law for such disinterment have been obtained from any and all applicable state or county agency(s), government unit(s) or official(s) and a copy of the same has been filed with the Cemetery. The Cemetery Board shall have the authority to refuse to allow a disinterment if such disinterment is not done pursuant to a legitimate court order or permit from the health department.

Section 13. Winter Burials

- (A) The Cemetery may charge additional fees for winter burials. (See the current fee schedule.)
- (B) If a winter burial cannot occur due to inclement weather or frozen ground, the deceased person may be kept in winter storage until such a time that burial is possible. Written permission by the next of kin or authorized agent must be obtained prior to winter storage.

Any and all winter storage costs shall be paid for by the deceased person's estate or next of kin.

Section 14. Grounds Maintenance

- (A) Flowerpots, urns and fresh annual plantings may be placed and maintained at the head stones of graves no earlier than April 1st and must be removed no later than November 1st of each year. Winter grave blankets will be permitted until April 1st. For holidays falling outside of these dates, decorations will be permitted for one (1) week before and one (1) week after the holiday and then must be removed. After that period, items will be removed by the cemetery personnel. Veteran flags and flag holders shall be governed by the American Legion flag protocol or the U.S. Flag Code.
- (B) No grading, leveling or excavating within the Cemetery shall be allowed without prior permission of the Sexton or his or other designee. No trees, shrubs, landscaping or similar plantings shall occur without prior permission from the Sexton or his or her designee. Any unauthorized plantings will be removed by the Sexton or his or her designee. Flower beds are permitted to a depth of 12 inches on the burial side of the marker limited to the width of the marker or footing.
- (C) The Cemetery reserves the right to remove or trim any existing trees, plants, or shrubs located within the Cemetery in the interest of maintaining proper appearance and use of the Cemetery. This would include removing or trimming bushes that obscure headstones.
- (D) Mounds, bricks, blocks, solar lights, mulches or any borders or edgings are prohibited. Surfaces other than sod or earth are prohibited. Urns should be of composite or concrete. Colors other than natural stone or white are prohibited.
- (E) The Sexton shall have the right to remove or dispose of any and all growth, emblems, displays, containers and other items that through decay, deterioration, or damage, have otherwise become unsightly, a source of litter, or a maintenance problem.
- (F) All refuse of any kind or nature including, but not limited to, dried flowers, wreaths, papers and plastics must be removed from the cemetery with ten (10) days after burial.
- (G) No glass containers or any other glass items are allowed.
- (H) Only items expressly allowed for by this Ordinance are allowed in the Cemetery. No other item, including but not limited to, insertion of any object longer than four (4) inches into the ground, ornaments, signs, trellises, statues, non-marker benches, lights, shepherd's hooks, hanging baskets, flower holders, landscaping bricks, stones, mulch, borders, or other structures

shall be installed or maintained within the cemetery, nor shall any grading, digging, mounding or similar alteration of the ground or earth occur except as authorized by this Ordinance.

Section 15. Disclaimer of Municipal Liability and Responsibility

Every person who enters, remains in or travels within the Cemetery does so at their own risk. The City and the Township are not responsible for any injury, accident, or other calamity that might occur to any person or thing present in the Cemetery. The City and Township are not responsible for any damage or vandalism to, theft of, or deterioration of any burial monument, headstone, urns or other item placed at or near a Burial Space or anywhere in the Cemetery. The purchaser or transferee of any Burial Space or the equivalent and all subsequent transferees, assignees, heirs, or beneficiaries hereby releases, waives, indemnifies and holds harmless the Cemetery. Such waiver, release, and hold harmless provision shall not only apply to the City and Township, but also to the Sexton and any Cemetery employee, officer official or agent.

Section 16. Repurchases of Burial spaces

The Cemetery Board may repurchase any Burial Space(s) from the owner for the original purchase price upon request of said owner or his or her legal heirs or representatives. Proof of ownership and receipt are required.

Section 17. Records

The Sexton and/or his or her designee shall maintain records of all burials, Burial Spaces, issuances of burial permits and any other records as required by the City and Township or as required by law. Cemetery records shall be open to public inspection during reasonable business hours.

Section 18. Vaults

With a traditional burial, any vault in the Cemetery should be made of concrete or other suitable materials as may be allowed at the discretion of the Cemetery Board.

Section 19. Cemetery Hours

Unless otherwise specified by resolution, the Cemetery shall be closed during the hours of dusk to dawn. During those hours, no person shall be present in the Cemetery. Such prohibition on being in the Cemetery during a time when the Cemetery is closed shall not apply to members of the Cemetery Board, the Sexton, Cemetery employees, any City of Township official, or any law enforcement or firefighting official when engaged in the lawful duties of any such office or position.

Section 20. Prohibited Activities and Uses

(A) No person shall destroy, deface, apply graffiti to or otherwise injure any monument, sign, tree, or other lawful item located within the Cemetery.

- (B) No person shall disturb the peace unreasonably annoy or harass any person(s) who is or are legally on Cemetery grounds. There shall be no unlawful disruption of a lawful funeral or funeral procession.
- (C) No private vehicles are permitted on lawns or Burial Spaces. Vehicles are only permitted on designated roads and drives. Motorcycles, snowmobiles, four-wheelers, go-carts or similar off-road vehicles are not allowed on Cemetery grounds. Exceeding posted speed limits is prohibited.
- (D) There shall be no disturbing of the peace or engagement in loud or boisterous conduct within the Cemetery. There shall be no entry or presence in the Cemetery by any person when the Cemetery is closed or outside of authorized times.
- (E) There shall be no gathering of more than seventy-five (75) people outside of a funeral proceedings, without prior Cemetery approval.
- (F) There shall be no consumption of alcohol on the Cemetery grounds.
- (G) There shall be no picnicking or consumption of food within the Cemetery without prior approval.
- (H) There shall be no music, radios, or the use of sound amplification devices, except pursuant to a military ceremony or funeral service.
- (I) There shall be no solicitation of or selling of goods or services or any signs or placards advertising any goods or services on Cemetery grounds.
- (J) There shall be no private signs, lighting, or moving displays.
- (K) Fires, open flames, candles, and artificial or solar lights, are prohibited.
- (L) Littering or dumping is prohibited. The spreading or dumping of Cremains is prohibited.
- (M) No children under the age of twelve (12) years of age shall be allowed within the Cemetery unless properly supervised by an adult.
- (N) Unleashed domestic animals are prohibited. Domestic animal waste is prohibited. All animal waste must be cleaned up by owners.

(O) No firearms or archery arrows shall be discharged in the Cemetery except in the course of a military funeral or other approved ceremony.

Section 21. Authority of the Cemetery Sexton.

(A) The Cemetery Board shall appoint or hire a Sexton who shall serve at the discretion of the Cemetery Board.

(B) The Sexton shall assist with the enforcement and administration of this Ordinance.

(C) The Sexton shall have such duties and obligations regarding the Cemetery as stated in this Ordinance and as may be specified from time to time by resolution of the Cemetery Board.

Section 22. Fees

The Cemetery Board shall have the authority to set fees pursuant to this ordinance from time to time by resolution. Such fees may include but are not limited to; fees for burial permits, disinterment permits, grave openings, grave closing, setting of foundations, winter, holiday or weekend burials, prices for Burial Spaces, transfer fees for Burial Spaces and other matters pertaining to cemetery work. Any check for fees pursuant to this ordinance should be made out to the "Woodlawn Municipal Cemetery". No check should be made out to the Cemetery Sexton or any individual City or Township employee.

Section 23. Applicability of this Ordinance.

(A) This Ordinance shall apply only to the Woodlawn Municipal Cemetery.

(B) The provisions of this Ordinance shall not apply to the City of Leslie, The Township of Leslie or their agents or designees involved with the upgrading, maintenance, administration or care of the Cemetery.

(C) The provisions of the Ordinance shall not apply to police officers or firefighting officials or officers involved in carrying out their official duties.

Section 24. Interpretation/Appeals to the Cemetery Board

(A) The Cemetery Board shall have the authority to render binding interpretations regarding any of the clauses, provisions or regulations contained in this Ordinance and any rule or regulation adopted pursuant to this Ordinance, as well as their applicability. The Cemetery Board, or its' designees, is also authorized to waive application of the strict letter of any provision of this Ordinance or any rules or regulations promulgated under this Ordinance where practical difficulties in carrying out the strict letter of this Ordinance or any rules or regulations related thereto would result in hardship to a particular person or persons or the public. Any waiver, however, must be of such a character as it will not impair the purpose and intent of this Ordinance.

- (B) Any party aggrieved by any interpretation or decision made by the Cemetery Board, Sexton, or any City or Township official, agent or contractor pursuant to this Ordinance, as well as any matter relating to the Cemetery, rights to a Burial Space, or other matter arising pursuant to this Ordinance, shall have the right to appeal that determination/decision or matter to the Cemetery Board. Any such appeal shall be in writing and shall be filed with the Cemetery Board within thirty (30) days of the date of the decision, determination or other matter being appealed from. The Cemetery Board shall give the aggrieved party who filed the written appeal with the Cemetery Board at least ten (10) days prior written notice of the meeting at which the Cemetery Board will address the matter unless an emergency is involved, in which case the Board shall utilize reasonable efforts to notify the aggrieved party who filed the appeal of a special or emergency meeting of the Cemetery Board at which the matter will be addressed. Pursuant to any such appeal, the decision of the Cemetery Board shall be final.
- (C) The Cemetery Board may set a fee or fees for any such appeal from time to time by resolution.

Section 25. Authority of the Cemetery Board to Remove Unauthorized or Unlawful Items From the Woodlawn Municipal Cemetery.

Any monument, “marker,” planting, trellis, personal item, urn, flowers or foliage, (whether real or artificial), structure, flag (except for lawful veterans flags), or other item that has been placed, installed, left or maintained in the Cemetery in violation of this Ordinance, any Cemetery rule or regulations regarding the Cemetery, or any county, state or federal law statute or regulation may be removed by the Cemetery without any prior notice to, permission from, or liability or obligation to the person or persons who left such item at any time and dispose of the same without prior notice to, consent from or liability to the person or persons who installed, maintained or left such item in the Cemetery.

Section 26. Penalties

A violation of this Ordinance (or of any rule or regulation adopted pursuant to this Ordinance) constitutes a municipal civil infraction. Any person who violates, disobeys, omits, neglects or refuses to comply with any provision of this Ordinance, or any permit or approval issued hereunder, or any amendment thereof, or any person who knowingly or intentionally aids or abets another person in violation of this Ordinance, shall be in violation of this Ordinance and shall be responsible for a civil infraction. The civil fine for a municipal civil infraction shall be not less than one hundred dollars (\$100.00) for the first offense and not less than two hundred dollars (\$200.00) for each subsequent offense(s), in the discretion of the court, in addition to all other costs, damages, expenses and remedies provided by law. For purposes of this section, “subsequent offense” means a violation of the provision of this Ordinance committed by the same person within twelve (12) months of a previous violation of the same provision of this Ordinance or similar provision of this Ordinance for which said person admitted responsibility or was adjudged to be responsible. Each day during which any violation continues shall be deemed a separate offense. A violation of any permit or permit condition issued pursuant to this Ordinance shall also constitute a violation of this Ordinance.

Section 27. Officials Who Can Enforce This Ordinance

Unless otherwise specified by the Cemetery Board by resolution, the following officials or officers shall have the authority to enforce this Ordinance and to issue municipal civil infraction citations/tickets pursuant to this Ordinance

- a) Cemetery Board
- b) Cemetery Sexton
- c) Any Law Enforcement Agency

Section 28. Severability

The provisions of this Ordinance are hereby declared to be severable and should any provision, section or part thereof be declared to be invalid or unconstitutional by any court or competent jurisdiction, such decision shall only affect the particular provision, section or part thereof involved in such decision and shall not affect or invalidate the remainder of this Ordinance, which shall continue in full force and effect.

Section 29. Effective Date

This Ordinance shall become effective seven (7) days after publication as provided by law.

The above Ordinance was offered for adoption by Cemetery Board Member Pam Beegle and was seconded by Cemetery Board Member Shirley Ryan, the vote being as follows:

YEAS: Beegle, Ryan, Eldred

NAYS: None

ABSENT/ABSTAIN: None

CITY OF LESLIE

ORDINANCE NO. 229

To amend Chapter 98 “Zoning” of the Code of Ordinances, City of Leslie, Ingham County, Michigan pertaining to Article V, Division 1 thereof, District Regulations.

PREAMBLE

AN ORDINANCE TO AMEND SECTION 98-149 OF ARTICLE V (“DISTRICT REGULATIONS”) OF CHAPTER 98 (“ZONING”), TO THE CODE OF ORDINANCES, CITY OF LESLIE, MICHIGAN; TO REPEAL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT OR INCONSISTENT WITH THIS ORDINANCE; TO SAVE AND PRESERVE ANY AND ALL RIGHTS, LIABILITY, CAUSES OF ACTION AND REMEDIES; AND TO PROVIDE AN EFFECTIVE DATE FOR THIS ORDINANCE.

THE CITY OF LESLIE ORDAINS:

SECTION ONE (1). Sec. 98.149, of Chapter 98, Article V, Division 1, of the Code of Ordinances, City of Leslie, Michigan, is hereby amended to read as follows:

SEC. 98.149 SCHEDULE OF REGULATIONS.

The following is the schedule limiting height, bulk, density and area by zoning district.

Schedule Limiting Height, Bulk, Density and Area by Zoning District

Zoning District	Minimum Zoning Lot Size Per Unit		Maximum Height of Structures		Minimum Yard Setback Per Lot In Feet from Right-of-Way and/or Lot Line			Minimum Floor Area Per Unit	Maximum Percent of Lot Area Covered
	Area in Square Feet/ Acres	Width in Feet	In Stories	In Feet	Front	Each Side	Rear	In Square Feet	By All Structures
R-1A Low density residential	7,200	60(b)	2½	35	35	15(c, d)	40	864(g)	20

R-1B Medium density residential	11,000(a)	75(b)	2½	35	25	10(c, d)	30	864(g)	20
R-M1 Multiple-family residential									
Low density residential	8,500(a)	66(b)	2½	35	25	10(c, d)	30	800	35
Medium density residential	8,000(a)	60(b)	2½	35	25	10(c, d)	30	750	35
Multifamily residential	3,500(a)	60(b)	2½	35	40	10(c, d)	50	(e)	35
B-1 General business	5,000	88	2½	35	—	—	—	—	—
B-2 Highway service	10,000	100	2½	35	50	20(c, d)	40	—	—
M-1 Industrial	—	—		40	35	20	20	—	—
A-1 Agricultural	5 acres	125	2½	35(f)	60	30	60	1,000	—

Notes to schedule:

- (a) Development permitted only on subdivided land served with public water and public sewer.
- (b) In the case where a curvilinear street pattern produces irregularly shaped lots with nonparallel side lot lines, a lesser frontage width at the street line may be permitted, provided that the lot width at the building line is equal to the specified lot width from that district.
- (c) All measurements for front and/or side yards abutting state trunklines shall be taken from the right-of-way and shall not be less than 15 feet. All measurements for front and/or side yards abutting all arterial and/or roads shall not be less than 50 feet. All measurements for front and/or side yards abutting local internal subdivision roads shall be as specified for the respective zoning districts.
- (d) Except in the case of a corner lot where the side yard on the street side shall not be less than the front yard requirement.
- (e) For each dwelling unit in a multiple-family dwelling: 350 square feet for one room; 550 square feet for two rooms; 750 square feet for three rooms; an average of 200 square feet for each room in excess of three rooms.
- (f) Structures for agricultural operations may be permitted up to 75 feet in height.
- (g) Except that the residential structure shall have a minimum width across any front, side or rear elevation of 20 feet or more.

(Ord. No. 38, § 5.9, 3-11-1955; Ord. No. 86, § 1, 5-3-1982; Ord. No. 145, § 1, 12-18-1995; Ord. No.

147, § 1, 1-2-1996; Ord. No. 149, § 1, 9-16-1996; Ord. No. 185, § 1, 9-2-2003)

SECTION TWO (2). Severability. If a Court of competent jurisdiction declares any provision of this Ordinance, or statutory provision referred to or adopted by reference herein to be unenforceable in whole or in part, such declaration shall only effect the provision held to be unenforceable and should not affect any other part or provision.

SECTION THREE (3). Repeal. All ordinances or parts of ordinances in conflict or inconsistent with the provisions of this Ordinance are hereby repealed.

SECTION FOUR (4). Effective Date. Once adopted, this Ordinance shall take effect seven 7 days after its publication as provided by law.

SECTION FIVE (5). Availability. This ordinance may be purchased or inspected in the City Clerk's office, Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

Certified to be a true and accurate copy of an Ordinance duly adopted by the Leslie City Council at its regular meeting held on the ____ day of _____, 2021.

Chelsea Cox
City Clerk

Section 6.10 - Filling vacancies.

A vacancy in the office of mayor shall be filled by the mayor pro tem until the next regular city election at which the unexpired term can be voted upon. A vacancy in the office of a councilmember shall be filled by the council within 30 days, for the remainder of the vacant term of office. The person filling a vacancy of an elective office shall have the qualifications required by this charter.