

HOWELL TOWNSHIP BOARD

REGULAR MEETING

3525 Byron Road

Howell, MI 48855

July 8, 2024

6:30 pm

1. Call to Order
2. Roll Call: () Mike Coddington () Matthew Counts
 () Sue Daus () Jeff Smith
 () Jonathan Hohenstein () Harold Melton
 () Bob Wilson
3. Pledge of Allegiance
4. Call to the Board
5. Approval of the Minutes:
 A. Regular Board Meeting June 10, 2024
6. Call to the Public
7. Unfinished Business:
 A. Oakland Tactical v. Howell Township
 B. Spring Clean-Up Day Summary
 C. Attorney Reviewed Agreement for Walking Path Maintenance
8. New Business:
 A. Other Township Clean-Up Day Options - Discussion
 B. Human Resources - Recommendations
 C. Officer Salary - Discussion / Resolutions
 D. 2023-2024 Budget Amendments
9. Call to the Public
10. Reports:
 A. Supervisor B. Treasurer C. Clerk D. Zoning
 E. Assessing F. Fire Authority G. MHOG H. Planning Commission
 I. ZBA J. WWTP K. HAPRA L. Property Committee
 M. Park & Recreation Committee
11. Closed Session – Oakland Tactical v. Howell Township
12. Disbursements: Regular and Check Register
13. Adjournment

DRAFT

**HOWELL TOWNSHIP REGULAR BOARD
MEETING MINUTES**
3525 Byron Road Howell, MI 48855
June 10, 2024
6:30 P.M.

MEMBERS PRESENT:

Mike Coddington	Supervisor
Sue Daus	Clerk
Jonathan Hohenstein	Treasurer
Jeff Smith	Trustee
Harold Melton	Trustee
Bob Wilson	Trustee

MEMBERS ABSENT:

Matthew Counts	Trustee
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Also in Attendance:

Eleven people were in attendance.

Supervisor Coddington called the meeting to order at 6:30 p.m. The roll was called. Supervisor Coddington requested members rise for the Pledge of Allegiance.

CALL TO THE BOARD:

None

APPROVAL OF THE AGENDA:

June 10, 2024

Motion by Melton, **Second** by Smith, **“To approve the agenda as presented.”** Motion carried.

APPROVAL OF BOARD MEETING MINUTES:

May 13, 2024

BUDGET MEETING MINUTES

Motion by Hohenstein, **Second** by Melton, **“To accept the budget meeting minutes from May 13th as presented.”** Motion carried.

REGULAR BOARD MEETING MINUTES

Motion by Hohenstein, **Second** by Melton, **“To accept the regular Board meeting minutes from May 13th as presented.”** Motion carried.

CALL TO THE PUBLIC:

Lorena Ermacora, 1807 Oak Squire Ln.: Spoke in opposition to marijuana dispensaries.

Ken Schmenk, 508 Hightree Ct.: Spoke in opposition to marijuana dispensaries, issues with regulating dispensaries in municipalities.

Terri Moore, 3763 Crystal Valley Dr.: Spoke in opposition to marijuana dispensaries.

Mike Panczyk, 9484 Wendover Ct.: Spoke in opposition to marijuana dispensaries, lawsuits over municipalities' methods (Ypsilanti in particular) for choosing which dispensary to grant a permit.

Doug Moore, 3763 Crystal Valley Dr.: Spoke in opposition to marijuana dispensaries.

Teresa Panczyk, 9484 Wendover Ct.: Spoke in opposition to marijuana dispensaries.

Toni Michaels, 2849 Amberwood Trail: Spoke about starting a clean-up group for the Shiawassee River, the current state of the Shiawassee River, contamination and activity from property 2440 W. Highland Road.

Curt Hamilton, 1367 Crestwood Rd.: Spoke about the Shiawassee River, the PCB contamination, remediation efforts, EPA reports on the river, current activity at 2440 W. Highland Road.

UNFINISHED BUSINESS:

A. Hold Harmless Agreement

Trustee Wilson reported on the hold harmless agreement he provided to the Board. Supervisor Coddington explained that the Township is waiting on the Township Attorney's review of the agreement and Mr. Wilson's insurance coverage. Discussion followed.

NEW BUSINESS:

A. Leppek Rezoning Request from NSC to IFZ for parcel 4706-20-100-027

Treasurer Hohenstein reported on the rezoning request, the recommendation from the Planning Commission was to approve the request, the recommendation from the County Planning Department was to approve the request. Discussion followed.

Motion by Smith, **Second** by Hohenstein, **"To approve the rezoning for parcel 4706-20-100-027 from the current of NSC to the proposed of IFZ based on the conditions as presented."** Motion carried, 1 dissent.

B. Ballot Proposal Request for Dispensaries to be Allowed/Disallowed in Howell Township for November 2024

Trustee Wilson spoke on allowing a marijuana dispensary in the Township, putting the matter on the November ballot. Discussion followed. **Motion** by Wilson, **"To put it on the ballot."** Clarity was requested. **"To approve a dispensary in Howell Township, on the ballot. People get tired of living in a dictatorship."** No support for the motion was received. Motion failed due to lack of support.

C. South Branch Shiawassee River Clean-Up Project, Guest Speakers Attending

Trustee Wilson reported on the Shiawassee River in Howell Township, would like to start a committee to work on cleaning the river up. Discussion followed. Supervisor Coddington agreed to reach out to the County Drain Commission and be the contact with the public on this issue.

D. Social Media

Trustee Wilson spoke about getting the Township to use social media, would like the Township to post polls for community input. Discussion followed.

CALL TO THE PUBLIC:

Lorena Ermacora, 1807 Oak Squire Ln.: Invited everyone to the substance abuse disorder fair being put on by the Livingston County Health Department.

John Mills, 1750 Oak Grove Rd.: Spoke on the Shiawassee River clean-up and the process to petition the County Drain Commission to perform work on a drain.

Michkaya Gauci, 2446 Amberwood Trail: Spoke on the use of social media and getting younger people involved.

REPORTS:

- A. SUPERVISOR:
No report

- B. TREASURER:
Treasurer Hohenstein reported that the Treasury Department is working on preparing the summer tax bills

- C. CLERK:
Clerk Daus reported that the permanent absentee ballot applications have been sent out.

- D. ZONING:
See Zoning Administrator Hohenstein's report

- E. ASSESSING:
See Assessor Kilpela's report

- F. FIRE AUTHORITY:
Supervisor Coddington reported on the Fire Authority

- G. MHOG:
Supervisor Coddington reported on MHOG

- H. PLANNING COMMISSION:
Trustee Wilson reported on the Planning Commission. See draft minutes.

- I. ZONING BOARD OF APPEALS (ZBA):
Trustee Smith reported on the ZBA. See draft minutes.

- J. WWTP:
Treasurer Hohenstein reported on the wastewater treatment plant and the need for a new aeration pump. Discussion followed. **Motion** by Hohenstein, **Second** by Melton, **"To approve the replacement of the aeration pump from Detroit Pump as presented on an emergency basis.** Motion carried.

- K. HAPRA:
Clerk Daus reported on HAPRA's survey.

- L. PROPERTY COMMITTEE:
No report

- M. PARK & RECREATION COMMITTEE:
No report

DISBURSEMENTS: REGULAR PAYMENTS AND CHECK REGISTER:

Motion by Hohenstein, **Second** by Melton, **“To accept the disbursements as presented and any normal and customary payments for the month.”** Motion carried.

ADJOURNMENT: **Motion** by Counts, **Second** by Smith, **“To adjourn at this time.”** Motion carried. The meeting was adjourned at 7:48 pm.

Sue Daus, Howell Township Clerk

Mike Coddington, Howell Township Supervisor

Tanya Davidson, Recording Secretary

Fahey Schultz Burzych Rhodes

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June 20, 2024

Via Electronic Mail

Howell Township Board
3525 Byron Road
Howell, MI 48855

Dear Board Members:

Re: *Oakland Tactical Supply, LLC v. Howell Township, Case No. 18-cv-13443*

Please find immediately below for distribution a press release related to the most recent decision in the litigation between Oakland Tactical Supply, LLC, and Howell Township:

PRESS RELEASE – 6.10.2024

In 2018, Howell Township was sued by Oakland Tactical Supply, LLC, alleging that restrictions in the Township's Zoning Ordinance violate the Second Amendment. Exhaustive review of the Township's Zoning Ordinance over the last six years has resulted in four separate decisions confirming the Township's position that its land-use restrictions are a lawful exercise of its regulatory authority and do not infringe on Oakland Tactical's Second Amendment rights.

The initial review of the Township's Zoning Ordinance was in front of Judge Bernard Friedman in the United States District Court for the Eastern District of Michigan. Judge Friedman held on three separate occasions Oakland Tactical's asserted "right simply is not encompassed by the Second Amendment" and dismissed Oakland Tactical's lawsuit for a failure to state a viable claim.

Oakland Tactical appealed the decisions of the District Court to the United States Court of Appeals for the Sixth Circuit. Judge Helene White delivered the opinion of the Sixth Circuit affirming the decision of the District Court. Judge White reiterated the main conclusion of the District Court—and the position the Township has consistently maintained since Oakland Tactical filed its lawsuit—that the land-use restrictions in the Zoning Ordinance do not infringe on Oakland Tactical's Second Amendment rights.

The Township is pleased its regulations on land-use designed to preserve and protect the community have been upheld at every stage of review and is hopeful that the most recent decision by the Sixth Circuit finally puts an end to the prolonged litigation with Oakland Tactical. To the extent Oakland Tactical seeks further review of its claims, the Township is prepared to defend its Zoning Ordinance as it has for the last



six years. The Township is additionally prepared to take any actions necessary to enforce its Zoning Ordinance regulations applicable to the property that is being used by Oakland Tactical to ensure the full protection of the surrounding community.

**UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT**

Kelly L. Stephens
Clerk

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CINCINNATI, OHIO 45202-3988

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Filed: May 31, 2024

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Re: Case No. 23-1179, *Oakland Tactical Supply, LLC, et al v. Howell Township, MI*
Originating Case No. : 2:18-cv-13443

Dear Counsel,

The court today announced its decision in the above-styled case.

Enclosed is a copy of the court's published opinion together with the judgment which has been entered in conformity with Rule 36, Federal Rules of Appellate Procedure.

Yours very truly,

Kelly L. Stephens, Clerk

Cathryn Lovely
Deputy Clerk

cc: Ms. Kinikia D. Essix

Enclosures

Mandate to issue.

RECOMMENDED FOR PUBLICATION
Pursuant to Sixth Circuit I.O.P. 32.1(b)

File Name: 24a0124p.06

UNITED STATES COURT OF APPEALS

FOR THE SIXTH CIRCUIT

OAKLAND TACTICAL SUPPLY, LLC; JASON RAINES;
MATTHEW REMENAR; SCOTT FRESH; RONALD PENROD;
EDWARD GEORGE DIMITROFF,

Plaintiffs-Appellants,

v.

HOWELL TOWNSHIP, MICHIGAN,

Defendant-Appellee.

No. 23-1179

Appeal from the United States District Court for the Eastern District of Michigan at Detroit.
No. 2:18-cv-13443—Bernard A. Friedman, District Judge.

Argued: November 9, 2023

Decided and Filed: May 31, 2024

Before: COLE, KETHLEDGE, and WHITE, Circuit Judges.

COUNSEL

ARGUED: Peter A. Patterson, COOPER & KIRK, PLLC, Washington, D.C., for Appellants. Christopher S. Patterson, FAHEY SCHULTZ BURZYCH RHODES PLC, Okemos, Michigan, for Appellee. **ON BRIEF:** Peter A. Patterson, COOPER & KIRK, PLLC, Washington, D.C., Joseph G.S. Greenlee, FPC ACTION FOUNDATION, Las Vegas, Nevada, Martha A. Dean, LAW OFFICES OF MARTHA A. DEAN, LLC, Avon, Connecticut, for Appellants. Christopher S. Patterson, David J. Szymanski, FAHEY SCHULTZ BURZYCH RHODES PLC, Okemos, Michigan, for Appellee. Thomas R. Schultz, ROSATI SCHULTZ JOPPICH & AMTSBUECHLER PC, Farmington Hills, Michigan for Amici Curiae.

WHITE, J., delivered the opinion of the court in which COLE, J., concurred. COLE, J. (pp. 16–17), delivered a separate concurring opinion. KETHLEDGE, J. (pp. 18–23), delivered a separate dissenting opinion.

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OPINION

HELENE N. WHITE, Circuit Judge. Plaintiff-Appellant Oakland Tactical Supply, LLC (Oakland Tactical) leased a parcel of land in Howell Township, Michigan (the Township) with the intention of constructing and operating a commercial shooting range offering long-distance target practice. It has been unable to do so, however, because the Township’s zoning provisions limit the parcel to agricultural and residential uses. Oakland Tactical and five Michigan residents who wish to train at its proposed range sued the Township, alleging that its zoning restrictions violate the Second Amendment. The district court granted the Township’s motion for judgment on the pleadings, concluding the zoning restrictions did not violate the Second Amendment. While Plaintiffs’ appeal was pending, the Supreme Court announced a new framework for deciding Second Amendment challenges in *New York State Rifle & Pistol Ass’n, Inc. v. Bruen*, 597 U.S. 1 (2022). We remanded for reconsideration in light of *Bruen*, and the district court again granted judgment for the Township. We **AFFIRM**.

I.**A. Factual Background**

Oakland Tactical leased a 352-acre parcel of land in Howell Township “for the express purpose of operating one or more outdoor shooting ranges” offering “target shooting for self-defense and other lawful purposes, including but not limited to a long distance (e.g. 1,000 yard) range.” R.44 PID, 1085–86. The individual Plaintiffs—Scott Fresh, Jason Raines, Matthew Remenar, Ronald Penrod, and Edward Dimitroff—are Michigan residents who wish to practice long-distance target shooting in Howell Township.¹ The Township itself has no public shooting ranges and Plaintiffs allege that shooting ranges in nearby jurisdictions are either inadequate or

¹Penrod and Dimitroff live in Howell Township. Raines lives in Oceola Township. Fresh lives in Livonia, and Remenar lives in Rochester Hills. We note that Howell Township is close to Oceola Township but is some distance from Livonia and Rochester Hills.

inconvenient.² And while there is public land that would accommodate the long-range shooting they wish to engage in, it is several hours away from the Township. If Oakland Tactical were to construct a long-distance shooting range on its Howell Township parcel, the individual Plaintiffs would regularly engage in target shooting there.

Oakland Tactical has been unable to construct a range on the parcel, which is part of the “Agricultural-Residential District” (AR District), under the Howell Township Zoning Ordinance (Zoning Ordinance). The version of the Zoning Ordinance in effect when Plaintiffs filed their action classified “rifle ranges” as “[o]pen air business uses.” R.61-2, PID 1349. But the ordinance did not expressly permit “open air business uses” in any zoning district and largely limited commercial land uses in the AR District to agribusinesses and home businesses. *Id.*, PID 1367–73. Additionally, “recreation” facilities or buildings were permitted in three districts—the Regional Service Commercial District (RSC District) and the Heavy Commercial District (HC District) permitted indoor recreation facilities, and the Highway Service Commercial District (HSC District) permitted outdoor recreation facilities—but “recreation” was not defined.

Township zoning staff advised Michael Paige, Oakland Tactical’s managing member, that zoning restrictions prevented Oakland Tactical from applying for a rifle-range permit because the AR District was not zoned for open-air business uses, and suggested that he request an amendment to the Zoning Ordinance. Paige submitted an application for a zoning amendment on August 29, 2017, requesting that the Zoning Ordinance be changed to allow shooting ranges in the AR District. A zoning analysis report prepared by the Township’s planning consultant concluded that the requested amendment would affect all land in the Township zoned AR, amounting to “approximately 13,500 acres.” R.46-4, PID 1141. After a public hearing on the proposed amendment, the Howell Township Board of Trustees denied it on November 13, 2017.

²There are indoor ranges in the neighboring City of Howell but, according to Plaintiffs, they “are often unable to meet the public demand for range time” and “do not provide opportunities for rifle practice.” R.44, PID 1094. The Michigan Department of Natural Resources operates a public range thirty minutes from the Township that offers rifle training; however, Plaintiffs assert “there are often long waiting lines to shoot,” its fees (\$40 per session) are considered high, and it offers rifle shooting only to a distance of 100 yards. *Id.*

B. Procedural History

Plaintiffs sued the Township roughly one year later, challenging the Zoning Ordinance under the Second Amendment. In their operative complaint, Plaintiffs seek compensatory damages, a declaratory judgment that the Township's actions violate the Second Amendment, and an order permanently enjoining the Township from enforcing zoning ordinances "barring operation of shooting ranges open to the public" and "any law against the ordinary operation and use of shooting ranges open to the public." R.44, PID 1104–05. The Township filed a motion for judgment on the pleadings, and Plaintiffs filed a motion for summary judgment. The district court granted the Township's motion, denied Plaintiffs' motion as moot, and entered judgment for the Township. Plaintiffs filed a motion for reconsideration and a request to amend their complaint. The court denied both, and Plaintiffs appealed.

After this court held argument in Plaintiffs' appeal, the Supreme Court issued its opinion in *New York State Rifle & Pistol Ass'n, Inc. v. Bruen*, 597 U.S. 1 (2022), establishing a new framework for evaluating Second Amendment claims. Because this court was "unable to apply this standard based on the record and arguments" before us, we vacated the district court's order and remanded for the district court to reconsider Plaintiffs' challenge in light of *Bruen*. *Oakland Tactical Supply, LLC v. Howell Twp.*, 2022 WL 3137711, at *2 (6th Cir. Aug. 5, 2022). We instructed the district court to:

decide, in the first instance, whether Oakland Tactical's proposed course of conduct is covered by the plain text of the Second Amendment. If the district court concludes that Oakland Tactical's proposed course of conduct is covered by the plain text of the Second Amendment, it should then determine whether historical evidence—to be produced by the Township in the first instance—demonstrates that the Ordinance's shooting-range regulations are consistent with the nation's historical tradition of firearm regulation.

Id. (internal citations omitted) (citing *Bruen*, 597 U.S. at 31–33, 38).

After considering the parties' supplemental briefing addressing *Bruen*, the district court again granted the Township's motion. The court first defined Plaintiffs' "proposed course of conduct . . . as construction and use of 'an outdoor, open-air, 1,000-[yard] shooting range.'" R.117, PID 2629–30. In so doing, it rejected Plaintiffs' broader proposed formulation: "training

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with firearms.” *Id.*, PID 2629. It then concluded that this proposed course of conduct was not protected by the Second Amendment.

C. Amendments to the Zoning Ordinance

After the district court entered its first opinion granting the Township’s motion and while Plaintiffs’ motion for reconsideration was pending, the Township amended its Zoning Ordinance. The amendments removed rifle ranges from the definition of “open air business uses,” and explicitly defined “[i]ndoor recreation facilities” and “[o]utdoor recreation facilities” to include “sport shooting ranges.” R. 97-2, PID 2236–37. The amendments also created a new “Industrial Flex Zone” in which indoor and outdoor recreation facilities are permitted “principal special uses with conditions.” *Id.*, PID 2242–43. Those conditions regulate design and operation standards, safety, environmental management, hours of operation, size, setbacks, security, reclamation, and application requirements.

II.

A. Standard of Review

We review a district court’s grant of judgment on the pleadings *de novo* under the same standard as for a motion to dismiss under Rule 12(b)(6). *Warrior Sports, Inc. v. NCAA*, 623 F.3d 281, 284 (6th Cir. 2010). Thus, “all well-pleaded material allegations of the pleadings of the opposing party must be taken as true, and the motion may be granted only if the moving party is nevertheless clearly entitled to judgment.” *Id.* (quoting *JPMorgan Chase Bank, N.A. v. Winget*, 510 F.3d 577, 581 (6th Cir. 2007)). “[D]ocuments attached to the pleadings become part of the pleadings and may be considered.” *Com. Money Ctr., Inc. v. Ill. Union Ins. Co.*, 508 F.3d 327, 335 (6th Cir. 2007). Legal conclusions and unwarranted factual inferences need not be accepted as true. *Winget*, 510 F.3d at 581–82.

B. The Second Amendment

1. *Heller* and *Bruen*

The Second Amendment provides: “A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.”

U.S. Const. amend. II. In *District of Columbia v. Heller*, the Supreme Court held that this right is defined by the Amendment’s operative clause—“the right of the people to keep and bear Arms.” 554 U.S. 570, 577–78 (2008). Based on the meaning of “keep” “bear” and “arms” as understood by “ordinary citizens in the founding generation,” *id.* at 577, the Court defined the right as one to “have weapons” (keep arms) and “wear, bear, or carry . . . upon the person or in the clothing or in a pocket, for the purpose . . . of being armed and ready for offensive or defensive action in a case of conflict with another person” (bear arms). *Id.* at 582, 584. In more succinct terms, it secures an individual right to “possess and carry weapons in case of confrontation.” *Id.* at 592; *see McDonald v. City of Chicago*, 561 U.S. 742, 791 (2010) (incorporating this right against the states).

After *Heller*, courts of appeals developed a two-step “means-ends” test to determine whether firearms regulations violate the Second Amendment. *See, e.g., United States v. Greeno*, 679 F.3d 510, 518 (6th Cir. 2012). In *Bruen*, however, the Supreme Court held that two steps “is one step too many.” 597 U.S. at 19. Instead:

[w]hen the Second Amendment’s plain text covers an individual’s conduct, the Constitution presumptively protects that conduct. The government must then justify its regulation by demonstrating that it is consistent with the Nation’s historical tradition of firearm regulation. Only then may a court conclude that the individual’s conduct falls outside the Second Amendment’s “unqualified command.”

Id. at 24 (quoting *Konigsberg v. State Bar of Cal.*, 366 U.S. 36, 49 n.10 (1961)).

2. The Right to Train

Plaintiffs’ challenge to the Zoning Ordinance centers on their ability to provide or engage in firearms training, conduct they argue the Second Amendment protects either textually or by “necessary implication.” Appellant Br. at 23. We agree with the latter argument—that at least some training is protected, not as a matter of plain text, but because it is a necessary corollary to the right defined in *Heller*. Four Justices seemingly endorsed this view before *Bruen*—Justice Thomas in a concurrence, and Justice Alito in a dissent joined by Justices Thomas and Gorsuch with which Justice Kavanaugh expressed general agreement. *See N.Y. State Rifle & Pistol Ass’n, Inc. v. City of New York*, 140 S. Ct. 1525, 1541 (2020) (Alito, J., dissenting) (The Second

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Amendment right includes “necessary concomitant[s]” such as the right “to take a gun to a range in order to gain and maintain the skill necessary to use it responsibly.”); *id.* at 1527 (Kavanaugh, J., concurring) (“I . . . agree with Justice [Alito’s] general analysis of *Heller* and *McDonald*.”); *Luis v. United States*, 578 U.S. 5, 26 (2016) (Thomas, J., concurring) (“Constitutional rights thus implicitly protect those closely related acts necessary to their exercise The right to keep and bear arms, for example, implies a corresponding right to obtain the bullets necessary to use them and to acquire and maintain proficiency in their use.” (internal quotations and citations omitted)); *see also Ezell v. City of Chicago*, 651 F.3d 684, 704 (7th Cir. 2011) (“[T]he core right wouldn’t mean much without the training and practice that make it effective.”).

Additionally, recognizing that protecting firearms training is necessary to the effective exercise of Second Amendment rights fits with *Heller*’s holding that a law requiring firearms to be kept inoperable violates the Second Amendment. 554 U.S. at 630 (“This makes it impossible for citizens to use [firearms] for the core lawful purpose of self-defense and is hence unconstitutional.”). Although prohibiting training does not make it wholly impossible to use firearms the way requiring inoperability does, it inhibits the ability to use them enough to fall within the principle laid out in *Heller*.

C. Applicable Version of the Ordinance

The district court evaluated the Township’s motion under the original ordinance because both sides “appear[ed] to agree” that the amendments “should not impact this case on remand[.]” R.117, PID 2628. On appeal, Plaintiffs argue the original ordinance is the relevant one “because the amendments at a minimum cannot extinguish [their] damages claims.” Appellant Br. at 5–6. They further argue that the amendments have not changed the lay of the land because Oakland Tactical still cannot operate a shooting range on its parcel. And, Plaintiffs contend, the amended ordinance continues to impose “a de facto ban on outdoor ranges.” Appellant Br. at 5. The Township argues that both versions of the ordinance have the same functional effect, maintaining that the original ordinance permitted shooting ranges, and the amended one does as well.

Plaintiffs are correct that the relevant version of the ordinance with respect to their damages claim is the un-amended ordinance in effect when Oakland Tactical first sought to build

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a shooting range on the property. *See Midwest Media Prop., LLC v. Symmes Twp.*, 503 F.3d 456, 460–61 (6th Cir. 2005) (“The existence of [a] damages claim preserves the plaintiffs’ backward-looking right to challenge the original law[.]”). However, the relevant ordinance for purposes of Plaintiffs’ claims for declaratory and injunctive relief is the ordinance “as it now stands[.]” *Diffenderfer v. Cent. Baptist Church of Miami, Fla., Inc.*, 404 U.S. 412, 414 (1972) (per curiam); *see Brandywine, Inc. v. City of Richmond*, 359 F.3d 830, 836 (6th Cir. 2004) (“We can . . . [not] enjoin the enforcement of a provision that is no longer in effect.”).

III.

A. Plaintiffs’ Facial Challenge to the Zoning Ordinance

Plaintiffs bring both a facial challenge to the Zoning Ordinance, based on the allegation that it constitutes an effective ban on shooting ranges within the Township, and an as-applied challenge. *See* R.44, PID 1103 (“Facially and as applied, Howell Township’s laws effectively ban the operation of rifle ranges and other shooting ranges[.]”); *id.*, PID 1085 (“Howell Township has prohibited the siting, construction, and operation of shooting ranges in the town through its zoning regulations by failing to provide or allow any designated areas within the town wherein the siting, construction, or operation of a shooting range would be permissible.”); *id.* (“Through its actions and inactions, Howell Township has infringed the rights of Oakland Tactical . . . to site, construct, and operate a shooting range within the borders of Howell Township . . . and the rights of the individual Plaintiffs to practice for lawful purposes with firearms.”).

Because Plaintiffs assert a claim for damages only with respect to their as-applied challenge, their facial challenge must be considered with reference to the amended ordinance. The original ordinance’s treatment of shooting ranges was ambiguous. The definition of “open air business uses” included rifle ranges, but the ordinance did not expressly permit open-air-business uses in any district. Several districts permitted recreational facilities or buildings. But although the Township took the position in this litigation that recreational uses included shooting ranges, the ordinance itself did not define the term.

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If this ambiguity gave Plaintiffs a viable facial challenge, the amendments foreclosed it. The amended ordinance, on its face, permits shooting ranges in the RSC District, the HSC District, the Industrial District, and the Industrial Flex Zone. And Plaintiffs have not argued that other zoning restrictions make it functionally impossible to operate *any* shooting range under the ordinance, only that currently no parcels large enough for an outdoor range of the size it hopes to build are commercially available in the HSC District.³

Accordingly, we affirm the district court’s dismissal of Plaintiffs’ facial challenge.

B. Plaintiffs’ As-Applied Challenge

1. Proposed Course of Conduct

Turning to Plaintiffs’ as-applied challenge, *Bruen* requires that we first define Plaintiffs’ proposed course of conduct. Plaintiffs argue that their proposed conduct is “training with firearms that are in common use.” Appellant Br. at 15–16. They contend that because they would participate in all activities offered at the proposed range, which would include target shooting at 50 and 100 yards in addition to long-distance shooting at up to 1,000 yards, the proposed conduct should be framed broadly to encompass everything the range would offer.⁴ The Township argues the proposed conduct should be defined—as it was by the district court—more narrowly as the “use of an outdoor, open-air, 1,000-yard shooting range.” R.117, PID 2629–30 (internal quotations and alterations omitted).

The difficulty in applying *Bruen* here is determining the line between the proposed conduct and the restrictive effect of the regulation. Is the proposed conduct training, certain types of training, or training in particular locations within the Township? This line was of less

³To the extent that Plaintiffs suggest that other zoning restrictions in the amended ordinance functionally prohibit shooting ranges within the Township, they forfeited this argument by failing to raise it in their opening brief. *Scott v. First S. Nat’l Bank*, 936 F.3d 509, 522 (6th Cir. 2019).

⁴Plaintiffs clarified during argument that Oakland Tactical is not asserting any right of its own to construct a shooting range. Instead, it is asserting the rights of its potential customers to use its proposed range. See *Teixeira v. County of Alameda*, 873 F.3d 670, 673 (9th Cir. 2017) (holding gun retailer had standing to assert potential customers’ Second Amendment rights); *Ezell v. City of Chicago*, 651 F.3d 684, 696 (7th Cir. 2011) (holding same for shooting range supplier). Therefore, we address only the district court’s analysis of the individual Plaintiffs’ proposed conduct.

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significance under the balancing test commonly employed by the circuits before *Bruen*. Under that approach, a broad view of the connection between the plaintiff's proposed conduct and the Second Amendment right could be balanced against an analysis of the rationale and effect of the regulation. *See, e.g., Drummond v. Robinson Twp.*, 9 F.4th 217, 231 (3d Cir. 2021) (applying intermediate scrutiny to a shooting-range zoning regulation and requiring the government to demonstrate "interest, fit," and the availability of "ample alternative channels"). Post-*Bruen*, however, the proposed conduct must be closely tethered to the plain text of the Second Amendment and defined with greater attention and precision because this is how *Bruen* approached the analysis and, if the conduct is protected, no weighing is permitted at *Bruen*'s second step.

Plaintiffs argue that because the Second Amendment protects the right to train and their proposed conduct necessarily involves training, *Bruen*'s first step is satisfied and the only remaining question is whether the zoning regulations are consistent with the "Nation's historical tradition of firearm regulation." 597 U.S. at 24. This argument seems to draw the line based simply on whether the proposed conduct involves firearms, so that any law that regulates conduct connected to firearms must be tested against the historical tradition of regulation. Consider a law regulating the storage of firearms. Consistent with Plaintiffs' approach, one might argue that owning firearms in common use—a right within the Second Amendment's plain text—requires that they be stored in some fashion, so *Bruen* requires that any law regulating how firearms are stored, for example a law requiring that firearms be stored out of reach of young children, must be consistent with the historical regulation of firearms. But *Bruen* does not say that any regulation that affects firearms must satisfy the historical-regulation test. Rather, it first asks whether the proposed conduct affected by the challenged law is protected by "the Second Amendment's plain text." *Id.* The Second Amendment is not "a second-class right" and confers strong protections for covered conduct, *id.* at 70, but it is a right with a specific definition. As carefully detailed in *Heller*, the right covered by the Second Amendment's plain text is the right to possess and carry arms in case of confrontation.

The *Bruen* Court's approach to defining the proposed course of conduct bears this out. In *Bruen*, the challenged law required gun-license applicants who sought to carry firearms in public

to show “proper cause” for the issuance of an unrestricted license to carry a concealed handgun. 597 U.S. at 12–13. The *Bruen* plaintiffs wished to carry their handguns in public for self-defense and applied for unrestricted licenses, which were denied for failure to show proper cause. *Id.* at 15–16. Rather than defining the proposed conduct at the high level of generality urged by Plaintiffs—*i.e.*, “carrying handguns”—the Court’s definition incorporated the purpose and location of the plaintiffs’ desired action. The Court defined the “proposed course of conduct” as “carrying handguns publicly for self-defense,” which it found to be covered by the plain text of the Second Amendment. *Id.* at 32. It then analyzed the historical validity of the proper-cause requirement under the second step.

Plaintiffs contend that because *Heller* and *Bruen* “demonstrate the capacious nature of the Second Amendment’s plain text,” they require broadly defining the proposed course of conduct. Appellant Br. at 17. Plaintiffs base this argument on *Heller*’s definition of “the people” to include “all Americans,” 554 U.S. at 581, and *Bruen*’s holding that the Second Amendment imposes no “home/public distinction” on the right to keep and bear arms, 597 U.S. at 32. *Heller*’s conclusion that “the people” includes “all Americans” resulted from an examination of how other constitutional provisions use that term. 554 U.S. at 579–80. And *Bruen* concluded that “the definition of ‘bear’ naturally encompasses public carry” because it has been defined to mean carrying “weapons in case of confrontation” and confrontations necessarily occur outside the home. 597 U.S. at 32–33.⁵ But these conclusions were the result of textual analysis, not—as Plaintiffs seem to suggest—the adoption of a default rule that a plaintiff’s proposed conduct must be defined with maximal breadth. Instead, *Bruen*’s approach indicates that in defining a

⁵The dissent argues that this analysis demonstrates that the location of a plaintiff’s proposed conduct is “irrelevant” to determining whether it falls within the scope of the Second Amendment right. Dis. Op. at 21. That conclusion is inconsistent with *Bruen*’s reasoning—the *Bruen* Court analyzed, as part of the first step, whether public carry fit within *Heller*’s definition of “bearing” arms. 597 U.S. at 32. And it concluded that the plaintiffs’ claim should proceed to the second step not simply because the text does not expressly limit the Second Amendment right to bearing arms at home, but because the Court concluded the text provides positive protection for the right to bear arms in public. Finding the line between steps one and two of a *Bruen* analysis is not always a straightforward exercise. But the “circumstance of place,” Dis. Op. at 21, is not per se irrelevant to step one. *See, e.g., Antonyuk v. Chiumento*, 89 F.4th 271, 383 (2d Cir. 2023) (defining plaintiff’s proposed conduct in a sensitive-places challenge as “carrying a firearm for self-defense *on private property open to the public*” (emphasis added)). And it is relevant here, where place is the element of conduct the ordinance restricts. *See* Dis. Op. at 22 (noting that the *Bruen* Court incorporated location into its definition of plaintiffs’ proposed conduct “because public carry was precisely the conduct that New York restricted”).

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plaintiff's proposed conduct, courts should look to the intersection of what the law at issue proscribes and what the plaintiff seeks to do.

Given the Court's emphasis on grounding Second Amendment analysis in the Constitution's plain text, when applying *Bruen* we must ask not simply whether the regulation affects firearms in some way, but whether the regulation infringes the right to own and bear arms in case of confrontation. This is especially true in the context of implied corollary rights, where our analysis begins one step removed from the plain text. If the hypothetical storage regulation above does not restrict conduct necessary to effectuate that right, the proposed conduct—storage within reach of young children—is not protected by the plain text of the Second Amendment and the regulation need not satisfy *Bruen*'s second step, even though it regulates conduct connected to firearms.

Here, Plaintiffs' allegations and arguments make clear both that they wish to engage in conduct more specific than "firearms training" and that the Zoning Ordinance does not infringe their right to possess and carry arms in case of confrontation. First, as Plaintiffs stress, the Zoning Ordinance does not in fact ban all training—it permits "shooting on private property as an accessory use throughout the Township." Appellant Br. at 5. One of Plaintiffs' repeated objections is that the Zoning Ordinance places restrictions on commercial shooting ranges, while allowing "unorganized" non-commercial shooting on private property. *Id.* at 2 (emphasis omitted). It is uncontested that Oakland Tactical could invite the individual Plaintiffs to train on its property as guests. Thus, at a minimum, Plaintiffs' proposed conduct necessarily involves commercial training.

And, examining Plaintiffs' allegations and argument, their proposed conduct is narrower than commercial training alone. The core of Plaintiffs' challenge is that Oakland Tactical seeks to construct a commercial range within Howell Township offering target shooting at up to 1,000 yards. The individual Plaintiffs wish to engage in target shooting at a commercial range in Howell Township and some, but not all, specifically wish to engage in long-distance shooting. Plaintiffs allege that the Zoning Ordinance prevents them from engaging in their desired training in two ways: first, it prohibits any commercial facility on Oakland Tactical's leased parcel of land; and second, the zoning districts permitting commercial recreational facilities do not contain

sufficient “undeveloped land available . . . for a safe, long-distance rifle range.” R.44, PID 1097.⁶

Plaintiffs have therefore offered two proposed courses of conduct: (1) engaging in commercial firearms training in a particular part of the Township; and (2) engaging in long-distance firearms training within the Township.

1. Covered by the Plain Text of the Second Amendment

Having defined Plaintiffs’ proposed course of conduct, we must next determine whether it is covered by “the Second Amendment’s plain text.” *Bruen*, 597 U.S. at 24. Although Plaintiffs are correct that the Second Amendment protects the right to engage in commercial⁷ firearms training as necessary to protect the right to effectively bear arms in case of confrontation, they make no convincing argument that the right extends to training in a particular location or at the extremely long distances Oakland Tactical seeks to provide.

Nor have they established that the Zoning Ordinance infringes the rights the Second Amendment protects. The Township’s Zoning Ordinance does not interfere with the Second Amendment right to keep and bear arms in case of confrontation. *See Heller*, 554 U.S. at 592. And unlike in *Bruen*, where the plaintiffs’ proposed conduct was the public carrying of firearms for self-defense—conduct squarely covered by the plain text of the Second Amendment—the challenged regulation here does not limit the ability to own, possess, or carry firearms. Nor does it affect the ability to train with firearms on private property. Further, the ordinance permits shooting ranges—commercial training—within the Township. Plaintiffs seek to vindicate a right not only to train at a commercial facility, but to train at a commercial facility anywhere in the Township. They argue that this right must be protected by the Second Amendment because, although indoor and outdoor ranges are permitted by the Zoning Ordinance, Oakland Tactical

⁶These allegations from Plaintiffs’ Second Amended Complaint concern only the original pre-amendment ordinance. Plaintiffs acknowledged in supplemental briefing during their first appeal that the amended ordinance makes more land expressly available for shooting ranges.

⁷We agree with Plaintiffs that constitutional protection for firearms training cannot be limited to non-commercial training. Otherwise, only those who own or have access to private land suitable for training would be entitled to exercise their Second Amendment rights effectively.

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has not found a suitable parcel outside the AR District, and the individual Plaintiffs find the existing, nearby options too inconvenient, expensive, or crowded.

These facts do not demonstrate that the Township’s ordinance infringes a right necessarily implied by the Second Amendment—to train with firearms for proficiency in case of confrontation. This is not a case where the Township seeks to achieve through its zoning ordinances what it cannot do directly—ban all shooting ranges. See *Gazzola v. Hochul*, 88 F.4th 186, 196 (2d Cir. 2023) (citing *Cummings v. Missouri*, 71 U.S. 277, 325 (1866)). The amended ordinance makes clear that indoor and outdoor ranges are permitted uses in several districts. And Plaintiffs have not alleged that the Township, despite the original ordinance’s ambiguity, would have prohibited Oakland Tactical from building a range in the districts allowing recreational facilities—according to the Amended Complaint, the planning commission officials who ultimately denied Oakland Tactical’s request to allow shooting ranges in the AR District believed ranges to be “permitted in other districts.” R.44, PID 1099. Although no ranges currently operate in the Township, Plaintiffs have not demonstrated that this is due to the Zoning Ordinance, which does not prohibit them. Because the Zoning Ordinance permits commercial training at indoor and outdoor ranges, it does not infringe Plaintiffs’ right to train to achieve proficiency in case of confrontation, and they have not shown that the ability to train commercially anywhere within the Township is necessary to effectuate their Second Amendment rights. Plaintiffs’ proposed course of conduct—commercial training in a particular location—is therefore not protected by the plain text of the Second Amendment.⁸

Turning next to long-distance commercial training, Plaintiffs have not established that this formulation of their proposed conduct is protected by the Second Amendment either. Accepting Plaintiffs’ contention that the Zoning Ordinance effectively bans the commercial operation of a 1,000-yard range,⁹ we ask whether the ability to train at such distances is

⁸Because Plaintiffs argue the zoning amendments should not substantively change our analysis, the failure of this argument forecloses Plaintiffs’ claims for both damages and injunctive relief.

⁹Plaintiffs have not alleged or argued that the Zoning Ordinance does not make adequate land available for a 1,000-yard range, but rather that “only a few acres of undeveloped land [were] available” when they instituted this lawsuit. R.44, PID 1097. It is questionable whether the fact that of the land the ordinance makes available, only some was or is *commercially* available amounts to a constitutional violation. See *Bruen*, 597 U.S. at 24–25 (explaining that the Court’s “Second Amendment standard” in *Bruen* aligns with its approach to “freedom of speech

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necessary to effectuate Plaintiffs' Second Amendment right to keep and bear arms "in case of confrontation." *Heller*, 554 U.S. at 592. Plaintiffs have not offered any persuasive argument that it is.

It is difficult to imagine a situation where accurately firing from 1,000 yards would be necessary to defend oneself; nor have Plaintiffs identified one. To the extent that historical evidence is probative of the scope of a right derived by necessary implication, like the right to train, the historical evidence Plaintiffs present—a handful of examples of rifleman making shots from 600 to 900 yards during the Revolutionary War—is not convincing. Assuming these examples show that the Founding-era public understood *military* proficiency to include accuracy at these long distances, they do not establish that the Second Amendment right—which is unconnected to "participation in a structured military organization," *Heller*, 554 U.S. at 584—was similarly understood. And beyond this historical evidence, Plaintiffs make no real argument that long-distance training is necessary for the effective exercise of the right to keep and bear arms for self-defense, other than briefly noting that the federally chartered Civilian Marksmanship Program offers 1,000-yard training. We cannot conclude, based on these arguments, that the plain text of the Second Amendment covers the second formulation of Plaintiffs' proposed course of conduct—the right to commercially available sites to train to achieve proficiency in long-range shooting at distances up to 1,000 yards.¹⁰ Accordingly, the district court did not err in granting the Township's motion.

IV.

For the reasons set out above, we **AFFIRM**.

in the First Amendment, to which *Heller* repeatedly compared the right to keep and bear arms"); cf. *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41, 53 (1986) ("That respondents must fend for themselves in the real estate market, on an equal footing with other prospective purchasers and lessees, does not give rise to a First Amendment violation.").

¹⁰The dissent seems to concede that the question whether extremely long-distance training is protected by the Second Amendment can be resolved at *Bruen*'s first step, but argues that a similar analysis of training at a particular place cannot be performed without drawing "hopelessly arbitrary" distinctions. Dis. Op at 22. But even if the latter analysis is less straightforward than the former, it is not arbitrary. Like the analysis of long-distance training, our analysis of training in a particular place is rooted in the self-defense purpose of the Second Amendment right. The considerations that go into that analysis are, in turn, shaped by the plausibility of plaintiffs' allegations and the arguments made by the parties. See *id.* at 21 (concluding that "plaintiffs have not explained why training at [1,000 yards] is necessary" for self-defense).

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CONCURRENCE

COLE, Circuit Judge, concurring. I join the lead opinion in concluding that the Plaintiffs’ proposed course of conduct—“(1) engaging in commercial firearms training in a particular part of the Township; and (2) engaging in long-distance firearms training within the Township”—is not protected conduct under the plain text of the Second Amendment. Op. at 13. Under *Bruen*, our analysis stops there.

Plaintiffs argue that the text of the Second Amendment protects their right to engage in firearms training as a necessary incident to the core right protected by the amendment. Appellant Br. 23. In its exposition generally addressing the Second Amendment, the lead opinion states that “at least some training is protected, not as a matter of plain text, but because it is a necessary corollary to the right defined in *Heller*.” Op. at 6 (citing *District of Columbia v. Heller*, 554 U.S. 570, 592 (2008)). The opinion’s analysis later clarifies, however, that the conduct at issue here is not covered by the Second Amendment’s plain text, which is a necessary first step under *Bruen*. Op. at 13–15; *New York State Rifle & Pistol Ass’n, Inc. v. Bruen*, 597 U.S. 1 (2022). In other words, “[p]laintiffs’ proposed course of conduct—commercial training in a particular location” or “long-distance commercial training” is not protected by the plain text of the Second Amendment. Op. at 14.

As such, we need not expound on whether corollary rights exist as necessary implication to the Second Amendment. First, and as the lead opinion details, the general right to engage in firearms training is not the course of conduct at issue here. The Township Ordinance does not ban all training with firearms because it allows individuals to train on private property. Appellant Br. 5. Because the facts before us necessarily limit the conduct that we must consider, we need not decide whether the right to engage in commercial firearms training is necessary to protect the right to effectively bear arms in case of confrontation—a constitutional issue of first impression for this court. See *Firexo, Inc. v. Firexo Grp. Ltd.*, 99 F.4th 304, 326 (6th Cir. 2024) (stating “for a statement or conclusion to be a holding, the court must have considered the issue

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and consciously reached a conclusion about it”) (internal quotations omitted); *see also Nemir v. Mitsubishi Motors Corp.*, 381 F.3d 540, 559 (6th Cir. 2004) (“Questions which merely lurk in the record, neither brought to the attention of the court nor ruled upon, are not to be considered as having been so decided as to constitute precedents.”) (citation omitted).

Second, whether the Second Amendment protects the right to train by necessary implication is a largely unaddressed area of the law. As my colleagues detail, the Supreme Court has only addressed corollary rights to “possess and carry weapons in case of confrontation,” *see Heller*, 554 U.S. at 592, in a citation to post-Civil War commentators and in its concurrences and dissent. *See Heller*, 554 U.S. at 617–19; *N.Y. State Rifle & Pistol Ass’n, Inc. v. City of New York*, 140 S. Ct. 1525, 1541 (2020) (Alito, J., dissenting); *id.* at 1527 (Kavanaugh, J., concurring); and *Luis v. United States*, 578 U.S. 5, 26 (2016) (Thomas, J., concurring). Additionally, only the Seventh Circuit has held that the right to bear arms “implies a corresponding right to acquire and maintain proficiency in their use[.]” *Ezell v. City of Chicago*, 651 F.3d 684, 704 (7th Cir. 2011). Because it is unnecessary for us to take a position on corollary rights to the Second Amendment, we would be best served by waiting to see how the law develops and if the Supreme Court addresses the issue directly.

We need not conclude that the right to train with firearms is a necessarily protected right under the Second Amendment. For these reasons, I respectfully concur.

DISSENT

KETHLEDGE, Circuit Judge, dissenting. This is a hard case in which the majority has addressed the merits both thoughtfully and evenhandedly. But I see those merits differently, based on the Second Amendment’s text as interpreted by the Supreme Court—and so I respectfully dissent.

The Supreme Court has held that, “[w]hen the Second Amendment’s plain text covers an individual’s conduct, the Constitution presumptively protects that conduct.” *New York State Rifle & Pistol Ass’n, Inc. v. Bruen*, 597 U.S. 1, 24 (2022). The Second Amendment in turn provides, in relevant part, that “the right of the people to keep and bear arms, shall not be infringed.” U.S. Const., amend. II. That text, the Supreme Court has said, “‘guarantee[s] the individual right to possess and carry weapons in case of confrontation.’” *Bruen*, 597 U.S. at 32 (quoting *District of Columbia v. Heller*, 554 U.S. 570, 592 (2008)).

This case involves target shooting, so a threshold question is whether firearms training is to any extent “cover[ed]” by the Second Amendment’s “plain text[.]” *Bruen*, 597 U.S. at 24. To date, nearly every relevant authority (save the district court’s opinion here) has said that training can fall within that coverage. As Justice Thomas has explained, enumerated rights implicitly protect “closely related acts necessary to their exercise.” *Luis v. United States*, 578 U.S. 5, 26 (2016) (Thomas, J., concurring in the judgment). The key word there is “necessary”: rights implied from the Constitution’s text are legitimate only to the extent they are actually necessary to the exercise of an enumerated right. Beyond that lie penumbras and emanations. The First Amendment guarantee of a free press, for example, implies a right to buy the inks and paper necessary for printing newspapers. See *Minneapolis Star and Tribune Co. v. Minn. Comm’r of Revenue*, 460 U.S. 575, 582-83 (1983). Similarly, the First Amendment “right to speak would be largely ineffective if it did not include the right to engage in financial transactions that are the incidents of its exercise.” *McConnell v. Federal Election Com’n*, 540 U.S. 93, 252 (2003) (Scalia, J., concurring in part). And the Second Amendment right to keep and bear arms

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“‘implies a corresponding right to obtain the bullets necessary to use them[.]’” *Luis*, 578 U.S. at 26 (Thomas, J., concurring in the judgment) (quoting *Jackson v. City and County of San Francisco*, 746 F.3d 953, 967 (9th Cir. 2014)).

More to the point here—in *Heller* itself—the Court cited as authority Thomas Cooley’s observation that, “‘to bear arms implies something more than the mere keeping; it implies the learning to handle and use them in a way that makes those who keep them ready for their efficient use[.]’” 554 U.S. at 617-18 (quoting T. Cooley, *General Principles of Constitutional Law* 271 (1880)). Accordingly, the Seventh Circuit has held that the right to bear arms “‘implies a corresponding right to acquire and maintain proficiency in their use[.]’” *Ezell v. City of Chicago*, 651 F.3d 684, 704 (7th Cir. 2011). Four justices have expressly agreed with that proposition (in a Second Amendment case dismissed on mootness grounds). *See New York State Rifle & Pistol Ass’n v. City of New York*, 140 S. Ct. 1525, 1540-44 (2020) (Alito, J. dissenting). Meanwhile, the Third Circuit has observed that the word “infringe”—as used in the Second Amendment and as generally understood by the founding generation—referred not only to the elimination of a right but also to restrictions that “hinder” its exercise. *Frein v. Penn. State Police*, 47 F.4th 247, 254 (3d Cir. 2022). Training with firearms is obviously necessary to using them effectively; restrictions on training can therefore hinder the right to bear arms; and so a right to training with firearms might well be expressly (and not just impliedly) covered by the Second Amendment’s text. Either way, as a matter of precedent and common sense, the Second Amendment’s text covers a right to train with firearms.

Yet that right is subject to the limits of the Second Amendment itself. The Supreme Court has spelled out those limits for purposes of our analysis here. Specifically, as the Court has described it, the Second Amendment guarantees an “individual right to possess and carry weapons in case of confrontation.” *Bruen*, 597 U.S. at 32 (quoting *Heller*, 554 U.S. at 592). And the Second Amendment itself says that right belongs to “the people[.]” which comprises (for the most part, at least) “ordinary, law-abiding, adult citizens[.]” *Id.* at 31-32. The Court has also “explained” that the Second Amendment protects only weapons “‘in common use at the time,’ as opposed to those that ‘are highly unusual in society at large.’” *Id.* at 47 (quoting *Heller*, 554 U.S. at 627). Thus—as described by the Court—the Second Amendment guarantees (1) to

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law-abiding citizens (2) a right to keep and bear arms (3) in common usage (4) for purposes of “confrontation” (or “self-defense”). *Id.* at 32-33.

None of those limitations are arbitrary; to the contrary, all of them are “textual elements of the Second Amendment’s operative clause[.]” *Id.* at 32 (internal quotation marks omitted). The question, then, is whether the plaintiffs’ proposed conduct falls within them. Here, as in *Bruen*, nobody disputes that the individual plaintiffs are law-abiding citizens, *see id.* at 31-32; and the right to “bear” arms, as explained above, includes a right to train with them. Thus, to the extent the plaintiffs have alleged that they wish to train with arms “in common usage” for purposes (at least in part) of confrontation or self-defense, their conduct is presumptively protected under the Second Amendment. *Id.* at 24.

Most if not all of the individual plaintiffs have made allegations to that effect. As an initial matter, all of them seek to train with weapons in common usage—namely pistols, shotguns, rifles, or some combination thereof. And all of them expressly allege that they wish to train with those weapons for purposes (at least in part) of “target shooting at shorter distances[.]” Second Amended Complaint ¶8, or “for self-defense[.]” *Id.* ¶¶8, 9, 10, 11, 15. To that extent, therefore, each of the individual plaintiffs’ proposed conduct is presumptively protected by the Second Amendment. The same is true for Oakland Tactical, since a party “generally” may assert “third-party rights [meaning here the rights of the individual plaintiffs] in cases where enforcement of the challenged restriction against the litigant [here, Oakland Tactical] would result indirectly in the violation of third parties’ rights.” *June Medical Servs., LLC v. Russo*, 591 U.S. 299, 318 (2020) (cleaned up); *see also Gazzola v. Hochul*, 88 F.4th 186, 194-95 (2d Cir. 2023) (holding that gun vendors can assert the Second Amendment rights of their customers and collecting cases from three other circuits holding the same).

The majority concludes that the proposed conduct is not presumptively protected because, in part, it collapses into one step an analysis the Supreme Court has told us to divide into two. Specifically, the majority says that, “[a]lthough Plaintiffs are correct that the Second Amendment protects the right to engage in commercial firearms training as necessary to protect the right to effectively bear arms in case of confrontation, they make no convincing argument

that the right extends to training in a particular location [namely Oakland Tactical’s 352-acre parcel] or at the extremely long distances Oakland Tactical seeks to provide.” Op. at 13.

I have no quarrel with the majority’s point about “extremely long distances[.]” That circumstance bears directly on one of the limitations that the Supreme Court has recited as to the Second Amendment’s scope—namely that the arms be kept or borne “in case of confrontation” or self-defense. *Bruen*, 597 U.S. at 32. Confrontations typically do not begin at distances of 1,000 yards (*i.e.*, more than a half-mile), which means that training at that distance is not self-evidently necessary for purposes of confrontation or self defense. And I agree that the plaintiffs have not explained why training at that distance is necessary for those purposes.

But I disagree that the plaintiffs’ claims fall outside the coverage of the Second Amendment’s text on the ground that the plaintiffs seek to train “at a particular location[.]” That circumstance—the circumstance of place—is irrelevant to the question whether “the Second Amendment’s plain text covers an individual’s conduct[.]” *Id.* at 24. By way of background (and to reiterate somewhat), whether the Amendment’s text covers an individual’s conduct is the first step of the analysis prescribed by the Supreme Court in *Bruen*. If that text does cover the individual’s conduct, “the Constitution presumptively protects that conduct.” *Id.* Then—at the second step of the analysis prescribed in *Bruen*—the government must “justify its regulation by demonstrating that it is consistent with the Nation’s historical tradition of firearm regulation.” *Id.*

The circumstance of place is relevant to the second step of that analysis, not the first. As discussed above, “the ‘textual elements’ of the Second Amendment’s operative clause[.]” *id.* at 32, yield four limitations on the Amendment’s textual scope. Place is not among them. To the contrary, whether a restriction on the places in which citizens may exercise their Second Amendment rights is lawful depends on whether the restriction “is consistent with the Nation’s historical tradition of firearm regulation” under step two. *Id.* at 24. That is why—by way of an “example” of the analysis required under step two—the Court devoted two full pages to a discussion of the legality of “‘laws forbidding the carrying of firearms in sensitive *places* such as schools and government buildings.’” *Id.* at 30-31 (quoting *Heller*, 554 U.S. at 626) (emphasis added).

Yet the majority concludes that the “location of the plaintiffs’ desired action,” Op. at 11, is relevant at step one—because, the majority points out, in *Bruen* the Court “defined the ‘proposed course of conduct’ as ‘carrying handguns publicly for self-defense[.]’” *Id.* (quoting *Bruen*, 597 U.S. at 32). True, in *Bruen* the Court described the plaintiffs’ conduct that way; but that was because public carry was precisely the conduct that New York restricted (indeed largely proscribed) there. *See Bruen*, 597 U.S. at 11-13. And the Court’s reasoning in finding that conduct presumptively protected—that “[n]othing in the Second Amendment’s text draws a home/public distinction with respect to the right to keep and bear arms[.]” *id.* at 32—demonstrated the *irrelevance* of place to the question whether the plaintiffs’ conduct was covered by that text. *Bruen* refutes the majority’s analysis rather than supports it.

Moreover, as this case illustrates, importing the circumstance of place into the analysis at step one would render that analysis hopelessly arbitrary. The Second Amendment’s text makes no distinctions as to place, which means (at step one) judges unavoidably would need to make them up. In this case, for example—for the plaintiffs’ proposed conduct to be necessary to exercise their right to bear arms—must each plaintiff reside within a certain distance of Oakland Tactical’s proposed range? If so, on what basis would we determine what that distance might be (perhaps by drive-time on Apple Maps)? Or would we instead consider the distance between the proposed range and existing ones? And could the plaintiffs bring a motion under Civil Rule 60(b) if a range in a nearby township later closed? Or should our analysis be confined within Howell Township alone? Relatedly, should the relevant “location” be Oakland Tactical’s 352-acre parcel, as the majority says, or the Township as a whole?

These questions are unanswerable at step one precisely because our lodestar for that step—the Second Amendment’s text—has nothing to say about them. But about the validity of restrictions upon the places in which citizens may exercise their Second Amendment rights—as *Bruen* took pains to illustrate—the Nation’s traditions of firearm regulation might well have plenty to say. And traditions have often taken the form of law—specifically, common law—when judges have had occasion to describe them in words. The Nation’s traditions can thus provide a source of law in step two that is absent in step one. Perhaps those traditions would

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support the Township's actions here, or perhaps not; but *Bruen* requires that we put the Township to its proofs on that issue before rejecting the plaintiffs' claims.

In summary, then, I would reverse the district court's dismissal of the individual plaintiffs' claims and vacate the dismissal of Oakland Tactical's claims (because the question whether it can assert third-party claims has not yet been litigated). I think that Oakland Tactical's facial challenge to the Township's amended ordinance is likely meritless, for the reasons the majority states; but I would vacate the dismissal of that claim as well, so that it can be properly analyzed under *Bruen*. I would also allow the parties to litigate on remand two issues they have not fully addressed here: first, whether training for purposes of confrontation or self-defense is limited to target shooting at certain distances (which, as discussed above, the plaintiffs have not adequately briefed); and second, whether the Township's restrictions on the plaintiffs' proposed conduct is consistent with the Nation's historical traditions of firearm regulation (which the Township thus far has not briefed at all).

For these reasons, I respectfully dissent.

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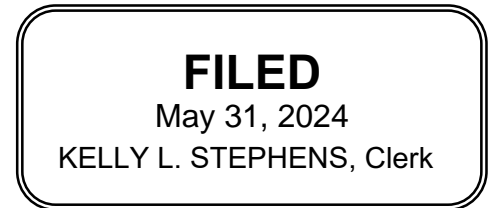
OAKLAND TACTICAL SUPPLY, LLC; JASON RAINES;
MATTHEW REMENAR; SCOTT FRESH; RONALD
PENROD; EDWARD GEORGE DIMITROFF,

Plaintiffs - Appellants,

v.

HOWELL TOWNSHIP, MICHIGAN,

Defendant - Appellee.



Before: COLE, KETHLEDGE, and WHITE, Circuit Judges.

JUDGMENT

On Appeal from the United States District Court
for the Eastern District of Michigan at Detroit.

THIS CAUSE was heard on the record from the district court and was argued by counsel.

IN CONSIDERATION THEREOF, it is ORDERED that the judgment of the district court is
AFFIRMED.

ENTERED BY ORDER OF THE COURT

A handwritten signature in cursive script that reads "Kelly L. Stephens".

Kelly L. Stephens, Clerk

2024 HOWELL TOWNSHIP CLEAN-UP DAY SUMMARY

The 2024 Annual Howell Township Clean Up day took place on Saturday, May 18, 2024, from 9:00 am to noon at the Livingston County Spencer Hardy Airport. We had a total of 11 volunteers which included six Livingston County Jail Trustees. A total of 68 vehicles came through the clean-up. Of the 68 vehicles, seventeen brought a total of 142 tires. The Township took in \$197.00 in tire fees. Keeping in mind that the first five tires per address are free. The total cost to the Township for the clean-up day was \$2,318.00.

VOLUNTEERS:

Mike Coddington	Joel Coddington
Coddington Friend #1	Coddington Friend #2
Matthew Counts	Sue Daus
Tanya Davidson	Marnie Hebert
Jonathan Hohenstein	Livingston County Jail Trustees (6) and one guard
Teresa Murrish	

TIRES:

17 Howell Township residents brought the following tires in:

TIRE TYPE	AMOUNT
Passenger/Light Truck Tire Off Rim	112
Passenger/Light Truck Tire On Rim	21
Skid on Rim	7
Skid Off Rim	2
TOTAL:	142

COST TO TOWNSHIP:

VENDOR AND MISCELLANEOUS EXPENCES	AMOUNT OWED
The Garbage Man	
<i>-Trucks x2 (3 hours @ \$100.00 per hour</i>	\$600.00
<i>-Steel: 40 yards disposed @ \$30.00 per yard minus \$176.25 Steel sell back discount</i>	\$1,023.75
THE GARBAGE MAN TOTAL BILL:	\$1,623.75
Silver Lining Tire Recycling	\$504.00
Lashbrook Septic Services	\$100.00
Paper Products, Ice, Water and Pop	\$54.79
Breakfast- Coffee and Donuts (Dunkin Donuts)	\$68.28
Lunch- 11 Cottage Inn Pizza(s)	\$164.18
SUBTOTAL:	\$2,515.00
Money Taken In For Tire(s)	-\$197.00
TOTAL COST TO TOWNSHIP:	\$2,318.00

HOWELL TOWNSHIP
INDEPENDENT CONTRACTOR AGREEMENT

Date: July 8, 2024

This Agreement is made between HOWELL TOWNSHIP (“Township”), 3525 Byron Road, Howell, Michigan 48855 and ROBERT K. WILSON (“Contractor”) for the purpose of providing the services as described in Paragraph A.

The parties agree:

A. Services.

The Contractor shall provide maintenance and landscaping services to the Township’s walking path in only the areas designated and agreed to between Contractor and the Township. Unless otherwise agreed to by the Township, Contractor’s services shall be limited to mowing designated areas around said walking path and applying a pet-friendly weed killer to the same. Contractor agrees to adhere to any and all applicable standard codes, industry standards, and Township policies, procedures, and ordinances.

B. Term.

The term of this Agreement shall commence on July 1, 2024, and shall continue until October 31, 2024, unless terminated earlier as provided in Paragraph I below. Any extension of the Term will only be by mutual written agreement between the parties.

C. Hours of Service.

The Contractor shall be available and perform the services outlined in Paragraph A at established times that are mutually agreeable to both parties.

D. Independent Contractor.

1. The Contractor is an independent contractor and shall not be considered at any time to be an employee of the Township notwithstanding the fact that Contractor is a Trustee of the Township Board. This Agreement does not create any employment relationship between the Contractor and the Township. Contractor agrees to indemnify and hold the Township harmless from any liability for, or assessment of, any taxes imposed on Contractor by relevant taxing authorities.
2. Contractor shall not receive any benefits or insurances provided by the Township.
3. Contractor has the right to perform services for third parties during the Term of this Agreement. Contractor has the right to control and direct the manner and method of performing the services subject to the Township’s ordinances and applicable law. Contractor shall not receive any education or training from the Township.

Contractor is not required to devote full time to the performance of the services provided in this Agreement.

4. Contractor understands and agrees that he shall only use his own equipment and supplies for the performance of the work contemplated under this Agreement. At no time shall Contractor be permitted or authorized to use Township equipment, supplies, materials, or products in the performance of the work contemplated hereunder.

The parties acknowledge that the Township is entering into this Agreement with reliance on the representations made by Contractor as to independent contractor status.

E. Fees for Services.

Contractor, as a Trustee of the Township Board, is providing the services contemplated in this agreement on a volunteer, only, basis. Contractor understands and agrees that he shall not receive any compensation for the services provided under this Agreement, and that Township has entered into this Agreement based on the representations made by Contractor hereunder.

F. Contractor's Responsibilities.

The Contractor shall comply with all applicable laws, regulations, rules, and regulatory orders of any relevant jurisdiction. The Contractor must acquire appropriate knowledge of the requirements relating to its duties sufficient to enable Contractor to recognize potential dangers and to know when to seek advice on specific local, state and/or federal regulations, rules, policies and procedures, or from the manufacturer and/or distributor of any products, including weed killers or other such products, that are applied as permitted under this Agreement. Additionally, the Contractor shall not store any products or equipment on Township property at any time. The Contractor shall likewise not park nor place any equipment on Township property for more than 6 hours during any one period of time.

Contractor may neither use his position as an independent contractor for any political purpose nor engage in political activities during the hours he performs services under this Agreement. Banned political activities during working hours include, but are not limited to, wearing clothing with political messages, wearing political buttons, soliciting political contributions, distributing political materials, displaying political materials or messages on Township equipment, vehicles, or property, or engaging in political discourse with members of the public.

Finally, the Contractor shall not under any circumstances allow any music, talk radio, broadcast, or noise outside of well-maintained landscaping equipment to be audible or visible to the general public at any time before, during, or after the performance of the services provided under this Agreement.

G. Forms, Supplies and Materials.

Contractor shall be responsible for all materials and supplies necessary to perform the services required under this Agreement. Contractor shall provide any vehicle necessary to perform the

services required under this Agreement and bear all costs associated with said usage. **Contractor acknowledges and agrees that the products to be utilized and applied under this Agreement shall be pet-friendly, only.**

H. Insurance and Indemnification.

1. The Township shall not obtain worker's compensation insurance on behalf of or for the benefit of the Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with worker's compensation insurance and provide the Township with a certificate of worker's compensation insurance before the employees begin work. Contractor shall maintain automobile liability insurance.
2. The Township shall not obtain on behalf of or for the benefit of the Contractor general liability insurance coverage for the work he has agreed to provide under this Agreement. As a part of the inducement to enter into this Agreement, Contractor affirmatively states that he has represented to the Township that he has insurance under his homeowner's insurance policy that covers any liability arising out of his volunteer work up to \$300,000 per occurrence.
3. To the fullest extent permitted by law, the Contractor will defend, indemnify and hold harmless the Township, its elected officials, employees and volunteers and others working on behalf of the Township against any and all claims, suits, damages, losses, or expenses, including but not limited to attorney's fees, either directly or indirectly arising out of, resulting from, related to and/or pertaining to the performance of the services hereunder, provided that any such claim, damage, loss or expense is caused or alleged to have been caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts for any of them may be liable, regardless of whether or not it is caused or alleged to have been caused in part by the Township indemnified hereunder.

I. Termination.

This Agreement may be terminated before its expiration by either party, provided either party provide 30 days' prior written notice of their intent to terminate. This Agreement is also subject to immediate termination for incidents of nonfeasance, misfeasance, malfeasance, or criminal acts of Contractor in the performance of services under this Agreement or any other material breach of the obligations provided in this Agreement.

J. No Assignment.

Contractor shall not assign any right or delegate or subcontract any obligations under this Agreement except with the written consent of the Township.

K. Entire Agreement.

This Agreement contains all the terms and conditions governing the Contractor's services to the Township. All representations, prior agreements, and promises (whether in writing or oral) are merged into this Agreement, which may only be modified by a writing signed by both parties.

L. Waiver.

The waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.

M. Governing Law and Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of the State of Michigan. Jurisdiction and venue are proper in Livingston County, Michigan for all claims which may arise out of or relate to this Agreement.

N. Severability.

If one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and the unenforceable provision will not affect the remaining provisions of this Agreement, which will remain in full force and effect.

O. Drafting.

This Agreement shall be deemed to have been drafted by all Parties.

[Signatures on the following page]

AGREED BY THE PARTIES:

HOWELL TOWNSHIP

By: _____ Dated: _____
Supervisor

By: _____ Dated: _____
Clerk

CONTRACTOR

By: _____ Dated: _____
Robert K. Wilson

Howell Township

3525 Byron Road • Howell, MI 48855
 Phone: (517) 546-2817 • Fax (517) 546-1483
www.howelltownshipmi.org



FALL EVENT PROPOSAL

LOCATION: 3525 Byron Road Howell, MI

DATE: Saturday, October 12, 2024

TIME: Noon – 3:00 p.m.

Electro Cycle:	Electronic Shredder Truck	\$275.00 Per Hour	\$825.00
Electro Cycle:	Paper Shredder Truck	\$275.00 Per Hour	\$825.00
The Garbage Man	Compost Truck	\$100.00 Per Hour	\$300.00
The BIG RED Barrell	Medications & Needles	Free	Free
TOTAL COST:			\$1,950.00




Howell Township Fall Event

Date: October 12, 2024

Location: 3525 Byron Road

Time: Noon to 3 p.m.

 **Electro Cycle:** On-Site PAPER Shredding

 **Electro Cycle:** On-Site Electronic Shredding

 **Compost Bin:** Yard Waste and Small Branches

 **The Big Red Barrel Project:** Medications and Needles

*Please see the attached flyer from Electro Cycle and The Big Red Barrel Project
for additional information.*





ELECTROCYCLE

COMPUTER RECYCLING AND DOCUMENT DESTRUCTION

SHREDDING EVENTS:

Documents should be in boxes or paper bags in the trunk of your vehicle for easier access. All boxes are returned after we dump documents in the container for shredding.

Accepted:

- Documents in Binders, file folders, and hanging files. Paperclips, binder clips, and staples can stay intact and go through the shredder.
- Accordion style file folders
- Manila Folders/Envelopes
- Thin cardboard envelopes
- Checkbooks
- Spiral-bound notebooks
- Paperback books

Not Accepted:

- Wet, damp, or dried moldy paper
- CDs/DVDs
- Bullets
- Lighters
- Glass
- Any flammable items
- Steel
- Plastic
- Hardcoverd books



ELECTRO CYCLE

COMPUTER RECYCLING AND DOCUMENT DESTRUCTION

23953 Research Dr., Farmington Hills, MI 48335 | 248-991-4749 | www.Electro-Cycle.com

Accepted

Cables
Chargers
Cash Registers
Cell Phones
Computers
Copy Machine/Printers
DVD Players
External Drives
Fax Machines/Scanners
Keyboards/Mice
Laptops
LCD Monitors
Networking Equipment
Phones - Office or Home
Printers
Projectors
Satellite Dishes
Servers
Stereos
Typewriters
UPS
VCRs
Gaming Consoles

Accepted

Blenders (no glass)
Cameras
Carpet Sweepers
Coffee Makers (no glass)
Clocks
Styling Tools/Beard Trimmers
Fans
Heaters
Holiday Lights
Irons
Massagers
Power Tools
Microwaves
Small Appliances
Remotes (no batteries)
Radios
Vacuum Cleaners
Smoke Detectors (no batteries)

Not Accepted

CRT Monitors/TVs
Household Batteries
Household Lightbulbs
Air Conditioner Unit
Dehumidifier
E-Cigarettes
TVs
Toner/Ink
Media



ELECTRO CYCLE

COMPUTER RECYCLING AND DOCUMENT DESTRUCTION

23953 Research Dr., Farmington Hills, MI 48335 | 248-991-4749 | www.Electro-Cycle.com

Accepted

Accordion Style File Folders
Manila Folders/Envelopes
Thin Cardboard Envelopes
Checkbooks
Spiral-bound notebooks
Paperback books
Magazines
Photos
Paperclips/binder clips/staples
Credit/Debit Cards
Paper

Not Accepted

Wet/Damp/Moldy Paper
CDs/DVDs
Bullets
Lighters
Glass
Liquid
Flammable Items
Steel
Plastic
Hardcover books

Research Shows ...

The non-medical use of prescription drugs ranks second only to marijuana as the most common form of drug abuse in America.



Unused prescription drugs thrown in the trash can be retrieved and abused or illegally sold.

Unused drugs that are flushed contaminate the water supply. Proper disposal of unused drugs saves lives and protects the environment.

The majority of teenagers abusing prescription drugs get them from family and friends – and the home medicine cabinet.

Source: Blue Cross Blue Shield Flyer.
Y0074_IG21PharMed Disp_CFVNR 0621

The Big Red Barrel story

Heroin addiction typically starts with the abuse of prescription medication, specifically heavy painkillers.

After numerous drug overdose deaths in the community, members of the Livingston County Community Alliance (LCCA) wanted a place where people could safely dispose of their unwanted medication. The thinking was that with permanent prescription drug collection units available for community use, prescription drug abuse and heroin use would decrease.

The Drug Enforcement Agency mandates law enforcement monitor prescription drug take-back programs. The partnership between the LCCA and the Livingston County Sheriff's department has LCCA volunteers doing the foot work, and the sheriff's department handling pill collections and disposal.

With help from businesses, local law enforcement agencies, students, and other community members, the LCCA designed collection units that look like

big, red barrels. In April 2011, the first ones were placed in the Michigan State Police Department in Brighton, Mich., and at the Livingston County Sheriff's Office. Since then, the Big Red Barrel effort has resulted in the secure and environmentally safe disposal of over **50 tons (100,000 pounds) of drugs.**



How to Drop Off Medications and Sharps:

There is a "no questions asked" policy. This program is free and available for all people to use.

Pills, Capsules, and Tablets:

- Bring pills in their original containers and a resealable plastic baggie to any Big Red Barrel location. This can include prescription and over the counter medications including cold medicines, medication samples, Vitamins, veterinary prescriptions and medicated ointments and lotions.
- Remove pills from their original container and place them into the baggie.
- Seal the baggie and dispose of it into the barrel.
- **If you don't have a baggie, please dump the pills directly into the barrel.*



Liquid Medication

- Must be kept separate.
- Prior to disposal, absorb the liquid medication with a paper towel.
- Place the soaked paper towel into a resealable plastic baggie.
- Make sure you have the empty bottle on-hand.
- Dispose of the resealable plastic bag into the Big Red Barrel.
- Please dispose of the empty bottle somewhere other than the Big Red Barrel.

Needles and Syringes

We now accept syringes/needles in partnership with the Livingston County Drain Commissioner at local events and on the 1st Saturday of each month at Recycle Livingston.

- The needles must be placed in a needle disposal container (can be purchased at most pharmacies) or placed in a plastic laundry detergent bottle with the cap securely tightened and taped.





Prescription painkillers can be a gateway to heroin

In Livingston County, in 2019 there were **52 overdoses** from opioids, and in 2020 there were **318 overdoses** from opioids.

It Starts With Children then Teens:

- Hearing about kids taking Hydrocodone (Vicodin®) and Oxycodone (Oxycontin®).
- Finding some of these medications in the home medicine cabinet and decides to try them out.
- Discovering they like the way the drug makes them feel.
- Learning — because most kids know — that they can obtain heroin easily and for less money than prescription drugs.
- Becoming addicted to heroin.

How it ends:

- **Best case scenario:** The child's future is uncertain; they struggle to overcome addiction for the rest of their life.
- **Worst case scenario:** The child dies from a heroin overdose.

Drop-Offs Accepted 24/7:

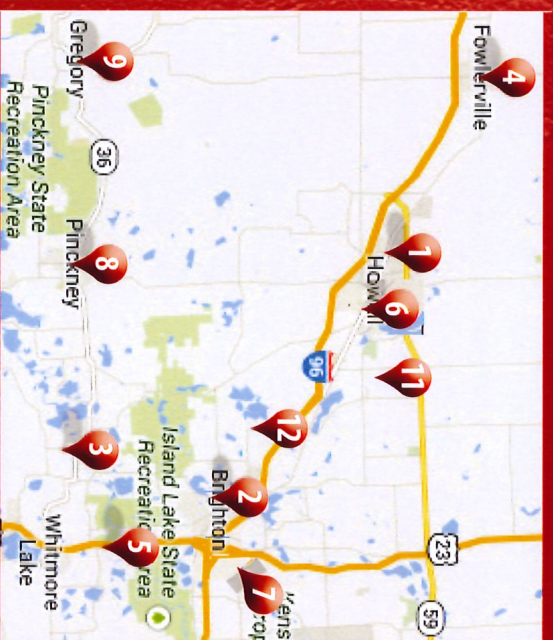
1. Livingston County Jail 150 S. Highlander Way, Howell
2. Brighton Police Dept. 440 S. Third St., Brighton
3. Hamburg Twp. Police Dept. 10409 Merrill Road

Drop-Off During Regular Business Hours:

4. Fowlerville Police Dept. 213 S. Grand Ave.
 5. Green Oak Township Police Dept. 9400 Whitmore Lake Rd., Brighton
 6. Howell Police Dept. 611 E. Grand River Ave.
 7. Michigan State Police Post 4337 Burno Road, Brighton
 8. Pinckney Police Dept. 220 S. Howell St.
 9. Unadilla Township Police Dept. 126 Webb St., Gregory
 10. Any State Police Post in Michigan
 11. Recycle Livingston 170 Carrell, Howell, MI
First Saturday of each month from 9 am - 1 pm
** Sharps collected at these events*
 12. Genoa Township 2911 Dorr Rd., Brighton
- Four times a year (to be announced) for medications and sharps/needles

AND

Various local events sponsored by the Livingston County Community Alliance



Save kids and the environment.

Dispose all unused medications safely and securely in a

BIG RED Barrel,
NO COST,
NO QUESTIONS
ASKED.



Educate. Collect. Dispose.



2020 E. Grand River Ave., Howell, MI 48843
Livingston.Community.Alliance@gmail.com
drugfree!livingston.com
(517) 545-5944

**Howell Township
Human Resources Committee Meeting
June 26, 2024 4:00 pm**

Attending: Mike Coddington, Sue Daus, Brent Kilpela, Jonathan Hohenstein

2024-2025 Payroll Discussion

The Committee discussed pay increases for the 2024-2025 budget year including the methodology for calculating raises from previous years, new ideas for calculating increases, increases for employees that have been employed under 1-year.

Last year the Township used a method to determine pay increases that used a formula that averaged increases based on the past six years of the Social Security Cost of Living Adjustment (COLA). This year the Committee is recommending to move forward with increases that are a certain percentage above the COLA. The Committee is recommending 1% above COLA for the 2024-2025 budget year. Please see the chart below. This proposed 4.20% increase stays within the approved 2024-2025 budgeted amounts.

S.S. Cost of Living Adjustment	
2018-Jan.	2.00%
2019-Jan.	2.80%
2020-Jan.	1.60%
2021-Jan.	1.30%
2022-Jan.	5.90%
2023-Jan.	8.70%
2024-Jan.	3.20%

Previously all pay increases were withheld from employees that had been employed by the Township until the budget year after 1-year of employment. The Committee is recommending that we change that practice so that new employees will receive the same pay increase starting on their 1-year anniversary.

It was the consensus of the Committee to have any approved increase start on the first full pay period of the new budget year after adoption by the Board. If the Board adopts the recommendations at the July Board meeting, changes to employees that have been employed over 1-year would start on July 8, 2024.

The Human Resources Committee recommends approval of the proposed 2024-2025 payroll increases for Township employees as presented.

Respectfully submitted,
Jonathan Hohenstein

**Howell Township
Livingston County, Michigan**

**Resolution to Establish Township Officers Salary
Supervisor
July 8, 2024
07.24.537**

At a regular meeting of the Howell Township Board, held at the Township Hall on the 8th day of July 2024 at 6:30 p.m.

Present:

Absent:

The following resolution was offered by _____ and supported by _____:

Whereas, the Board of the Township of Howell, County of Livingston, State of Michigan, at a regular meeting held after the budget meeting,

Be it resolved, that this resolution is subject to MCL 41.95(3). In a township that does not hold an annual meeting; the salary for officers of the Township Board shall be determined by the Township Board.

Now therefore, be it resolved, by the Board of Howell Township, that as of the 8th day of July, 2024 the salary of the Supervisor shall be as follows: \$_____ fixed annual salary and \$80.00 per diem for subsequent meetings after attending the first meeting in a month.

Yeas:

Nays:

RESOLUTION DECLARED _____

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

I, the undersigned, the duly qualified and acting Clerk for the Township of Howell, Livingston County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Howell Township Board at a meeting held of the 8th day of July 2024, and further certify that the above resolution was adopted at said meeting.

Sue Daus, Howell Township Clerk

**Howell Township
Livingston County, Michigan**

**Resolution to Establish Township Officers Salary
Clerk
July 8, 2024
07.24.538**

At a regular meeting of the Howell Township Board, held at the Township Hall on the 8th day of July 2024 at 6:30 p.m.

Present:

Absent:

The following resolution was offered by _____ and supported by _____:

Whereas, the Board of the Township of Howell, County of Livingston, State of Michigan, at a regular meeting held after the budget meeting,

Be it resolved, that this resolution is subject to MCL 41.95(3). In a township that does not hold an annual meeting; the salary for officers of the Township Board shall be determined by the Township Board.

Now therefore, be it resolved, by the Board of Howell Township, that as of the 8th day of July, 2024 the salary of the Clerk shall be as follows: \$_____ fixed annual salary and \$80.00 per diem for subsequent meetings after attending the first meeting in a month.

Yeas:

Nays:

RESOLUTION DECLARED _____

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

I, the undersigned, the duly qualified and acting Clerk for the Township of Howell, Livingston County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Howell Township Board at a meeting held of the 8th day of July 2024, and further certify that the above resolution was adopted at said meeting.

Sue Daus, Howell Township Clerk

**Howell Township
Livingston County, Michigan**

**Resolution to Establish Township Officers Salary
Treasurer
July 8, 2024
07.24.539**

At a regular meeting of the Howell Township Board, held at the Township Hall on the 8th day of July 2024 at 6:30 p.m.

Present:

Absent:

The following resolution was offered by _____ and supported by _____:

Whereas, the Board of the Township of Howell, County of Livingston, State of Michigan, at a regular meeting held after the budget meeting,

Be it resolved, that this resolution is subject to MCL 41.95(3). In a township that does not hold an annual meeting; the salary for officers of the Township Board shall be determined by the Township Board.

Now therefore, be it resolved, by the Board of Howell Township, that as of the 8th day of July, 2024 the salary of the Treasurer shall be as follows: \$_____ fixed annual salary and \$80.00 per diem for subsequent meetings after attending the first meeting in a month.

Yeas:

Nays:

RESOLUTION DECLARED _____

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

I, the undersigned, the duly qualified and acting Clerk for the Township of Howell, Livingston County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Howell Township Board at a meeting held of the 8th day of July 2024, and further certify that the above resolution was adopted at said meeting.

Sue Daus, Howell Township Clerk

**Howell Township
Livingston County, Michigan**

**Resolution to Establish Township Officers Salary
Trustee
July 8, 2024
07.24.540**

At a regular meeting of the Howell Township Board, held at the Township Hall on the 8th day of July 2024 at 6:30 p.m.

Present:

Absent:

The following resolution was offered by _____ and supported by _____:

Whereas, the Board of the Township of Howell, County of Livingston, State of Michigan, at a regular meeting held after the budget meeting,

Be it resolved, that this resolution is subject to MCL 41.95(3). In a township that does not hold an annual meeting; the salary for officers of the Township Board shall be determined by the Township Board.

Now therefore, be it resolved, by the Board of Howell Township, that as of the 8th day of July, 2024 the salary of the Trustees shall be as follows: \$ _____ fixed annual salary and \$80.00 per diem for subsequent meetings after attending the first meeting in a month.

Yeas:

Nays:

RESOLUTION DECLARED _____

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

I, the undersigned, the duly qualified and acting Clerk for the Township of Howell, Livingston County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Howell Township Board at a meeting held of the 8th day of July 2024, and further certify that the above resolution was adopted at said meeting.

Sue Daus, Howell Township Clerk

BUDGET AMENDMENTS

GL NUMBER	DESCRIPTION	2023-2024 BUDGET	YTD BAL 06/30/2024	% Bdgt Used
Department: 253 TREASURER				
101-253-703.000	TREASURER SALARY	37,180.00	34,569.26	92.98
101-253-703.001	TREASURER DEPUTY WAGES	34,808.00	40,282.77	115.73
101-253-720.000	TREASURER EDUCATION EXPENSE	1,000.00	0.00	0.00
101-253-726.001	TREASURER POSTAGE	7,000.00	6,282.50	89.75
101-253-801.001	TREASURER LEGAL EXPENSE	9,000.00	8,439.47	93.77
101-253-860.000	TREASURER MILEAGE & EXPENSES	1,500.00	1,302.76	86.85
101-253-865.000	TREASURER CONFERENCE EXPENSE	300.00	0.00	0.00
101-253-900.000	TREASURER PRINT & PUBL EXPENSE	500.00	35.00	7.00
101-253-957.000	TREASURER DUES & SUBSCRIPTION EXPENSE	100.00	10.00	10.00
Total Dept 253 - TREASURER		91,388.00	90,921.76	99.49

***INCREASE TREASURER DEPUTY WAGES FROM \$34,808 TO \$41,000 TO ACCOUNT FOR CAROL'S TIME TO TRAIN THE NEW DEPUTY TREASURER.**

Department: 268 TOWNSHIP AT LARGE				
101-268-801.001	TWP AT LARGE LEGAL EXPENSE	140,000.00	175,966.36	125.69
101-268-882.000	TWP AT LARGE SPRING CLEAN UP EXPENSE	5,000.00	2,395.09	47.90
101-268-883.000	TWP AT LARGE ROAD SIDE PICKUP EXPENSE	1,200.00	0.00	0.00
101-268-920.000	TWP AT LARGE STREETLIGHT EXPENSE	8,500.00	6,734.44	79.23
101-268-974.000	TWP AT LARGE DRAIN EXPENSE	60,000.00	55,420.42	92.37
101-268-977.000	TWP AT LARGE CAPITAL OUTLAY EXPENSE	70,000.00	69,500.00	99.29
Total Dept 268 - TOWNSHIP AT LARGE		284,700.00	310,016.31	108.89

***INCREASE TWP AT LARGE LEGAL EXPENSE FROM \$140,000 TO \$205,000 TO ACCOUNT FOR ADDITIONAL LEGAL EXPENSE FOR MAY/JUNE.**

Code Enforcement List

10-D

07/02/2024

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
30 SANTA ROSA DR Complaint Owner is operating a manufacturing business in the SFR zoning district.	FAGAN SHANE	4706-33-400-050	07/02/2024		OPEN - COMPLANT RECEIVE
Comments 7.2.24 - Reviewed information regarding Speakeasy Speed Shop. Not a permitted use in the SFR zoning district. Violation letter sent to owner.					
3265 W GRAND RIVER A Complaint Starting to add more parking on adjacent lot owned by MDOT without permits.	AMERICAN LEGION P	4706-28-200-010	05/21/2024		OPEN - COMPLANT RECEIVE
Comments 4.25.24 - Received call regarding work being done by American Legion. Site visit, verified work was underway. Contacted MDOT RE approval. 5.21.24 - Site visit completed, violation still present. Sent letter to American Legion. 6.18.24 - Site visit. More work has been completed including installing gravel in excavated area and a tent and fencing has been erected next to gravel area on MDOT property. Letter sent to American Legion.					

Code Enforcement List

07/02/2024

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
4545 W GRAND RIVER A	BAZZI NABIL & NABIL	4706-20-100-002	05/21/2024		OPEN - NOTICE ISSUED
Complaint Digital portion of sign having technical difficulties, with flashing and changes of light intensity. Also has scrolling text and images.					
Comments 6.18.24 - Site visit. Sign appears to have been fixed. Sign still has scrolling text and images. Letter sent to owner.					
3590 W GRAND RIV	HASLOCK PROPERTIE	4706-28-100-024	05/06/2024		OPEN - FIRST LETTER SENT
Complaint Zoning Violations:Outdoor storage without screening, setback issues, parking not hard surfaced, no sign permit.					
Comments 5.13.24 - Violation letter to Occupant returned. 5.20.24 - Received phone call from owner. Will be preparing a site plan to take before the Planning Commission for approval. 6.20.24 - Received phone call from owner, discussed site plan requirements.					

Code Enforcement List

07/02/2024

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
4348 CRANDALL RD Complaint	RITCHEY TROY AND	4706-09-400-017	05/01/2024		OPEN - COMPLANT RECEIVE
The front yard of the property is filled with numerous vehicles, including cars, lawn tractors, and an RV that haven't been moved in years. There is also garbage all over the property. I am tired of living next to this mess.					
Comments					
5.1.24 -Complaint received. Site visit completed; verified complaint, photos attached. Letter sent to homeowner.					
6.18.24 - Site visit. Some clean up has been completed, violations still present. Sent letter to owner.					
<hr/>					
2520 BOWEN RD Complaint	SOJA LORI A AND MO	4706-22-100-011	01/09/2024	PUBLIC - PHONE	OPEN - FIRST LETTER SENT
Backyard looks like a land file.					
Comments					
1.9.2024 Did a site visit. found junk cars and piles of junk.					
1.11.2024 Sent out first letter.					
1.25.2024 The owner was in the office today, said he could have the cars moved in the next two weeks, and ask for ninety days to get the rest of the yard cleaned up.					
3.20.24 - Site visit. Violation still present. Owner working on getting issue resolved. Scheduled future site visit.					
4.23.24 - Site visit. Work is underway. Scheduled reinspection.					
5.1.24 - Additional complaint received. Site visit. Letter sent to property owner.					
5.20.24 - Site visit. Work is underway. Numerous large piles of crushed concrete are on site. Scheduled reinspection as agreed upon.					
6.18.24 - Site visit, spoke to owner. Most of the site has been cleaned up, owner claimed all work will be complete by July 4th. Crushed concrete is being used on the driveway. Will reinspect in July for compliance.					

Code Enforcement List

07/02/2024

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
5057 WARNER RD Complaint LARGE AMOUNT OF JUNK AND LITTER IN THE YARD.	HARTER EDWARD H	4706-19-200-005	03/14/2022	PUBLIC/ EMAIL	OPEN - SECOND LETTER SEN
Comments					
4.17.2023 THERE IS MORE JUNK NOW THEN THERE WAS LAST MARCH OF 2022 OR JANUARY OF 2023.					
5.25.2023 I SPOKE WITH MR. HARTER HE IS STARTING TO CLEAN THE SITE UP, HE SAID THAT IT WILL TAKE SOME TIME TO GET IT ALL CLEANED UP. I WILL BEE CHECKING ON HIS PROGRESS EVERY FEW WEEKS TO MAKE SURE HE IS MAKING PROGRESS.					
6.29.2023 SOME PROGRESS HAS BEEN MADE. WILL CHECK BACK IN A COUPLE OF WEEKS.					
1.9.2024 did a site vist there has been no progress made on the clean up.					
1.11.2024 Finial letter sent.					
3.20.24 - Site visit. No remediation of issues has taken place. Photos attached.					
3.25.24 Spoke to owner. Owner is working on cleaning up the property, has dumpsters being delivered, scrap is in piles and ready to be taken to the scrap yard. Has requested 3 months to get the property cleaned up. Letter sent in confirmation of agreement. Scheduled visit for June 25th.					
4.23.24 - Site visit. Violation still present. Scheduled reinspection.					
5.20.24 - Site visit. Work has been started. Violation still present. Scheduled reinspection.					
6.18.24 - Site visit. Violation still present, no evidence of continued clean up activity. Will reinspect on June 25th as agreed.					
6.25.24 - Site visit. Minimal changes to site, violation still present. Letter sent to owner.					

Code Enforcement List

07/02/2024

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
370 N TRUHN RD Complaint CALLER COMPLAINED OF JUNK AND UN LICENSED VEHICLES	MUNSELL MATTHEW	4706-31-300-003	08/02/2022	PUBLIC/ PHONE	OPEN - SECOND LETTER SEN

Comments

DID A SITE VISIT ON 8.3.2022 PICTURES ATTACHED. 4.17.2023 THERE ARE STILL SEVERAL VEHICLES AND JUNK IN THE YARD. 4.24.2023 MATT CALLED SAID WE WILL TALK WITH THE RENTER AND GET BACK WITH ME NEXT WEEK.
5.22.2023 DID A SITE VISIT, SOME CLEAN UP HAS BEEN COMPLETED THERE ARE STILL SEVERAL TRUCK ON THE SITE THAT DO NO APPEAR TO BE IN RUNNING CONDITION.
1.9.2024 There are still several junk trucks on site, a camper with a large hole in the side, and several other junk piles.
1.10.2024 Finial notice sent.
1.16.2024 Mr. Munsell was in the office. Said that the camper is still liesced., and will be getting the truck off the property. will clean up the site in the spring when the sown is gone.
3.20.24 - Site visit. No work has been completed. Photos attached. Will schedule an inspection later in the spring.
4.23.24 - Site visit. Violation still present. Scheduled reinspection.
5.20.24 - Site visit. Violation still present. Letter sent to owner.
5.29.24 - Spoke to owner RE letter and condition of the site. Owner claims site has been cleaned up and is ready for reinspection. 30-day noticed will not be enforced until a reinspection has been completed. Reinspection scheduled.
6.18.24 - Site visit. Violation still present, photos attached. Called owner and discussed the violation. Owner requested all copies of photos of site.
6.25.25 - Owner called and after review of the photos agrees that the site needs to be cleaned up further, stated that most of the work will be completed in 2 weeks. Will check status on the next round of inspections.

Records: 8

Population: All Records

Monthly Permit List

07/02/2024

1/3

Commercial Land Use

Permit #	Applicant	Address	Fee Total	Const. Value
P24-077	Powerhouse Retail Services LLC	1475 N BURKHART RD	\$250.00	\$0.00
Work Description: Install EV charging station in an existing commercial parking lot.				
P24-088	TANGER PROPERTIES LLC	1475 N BURKHART A-140	\$50.00	\$0.00
Work Description: Relocation of interior office walls and doors for suites A-130, A-140, A-150. New location address will be suite A-140.				
P24-082	Eric York	1063 PACKARD	\$50.00	\$0.00
Work Description: Miscellaneous interior work				

Total Permits For Type: 3
Total Fees For Type: \$350.00
Total Const. Value For Type: \$0.00

MHOG

Permit #	Applicant	Address	Fee Total	Const. Value
PMHOG24-022	PANFIL ANDRA	3505 AMBER OAKS DR	\$0.00	\$0.00
Work Description: 1" Irrigation Meter. Picked up meter horn.				

Total Permits For Type: 1
Total Fees For Type: \$0.00
Total Const. Value For Type: \$0.00

Residential Land Use

Permit #	Applicant	Address	Fee Total	Const. Value
P24-093	PEDERSEN NIELS A CHRISTINE A	2177 W ALLEN RD	\$50.00	\$0.00
Work Description: Detached 16' x 8' deck with stairs, 29" high.				
P24-081	RENEWAL BY ANDERSEN - Store 92	3474 AMBER OAKS DR	\$10.00	\$0.00
Work Description: Replacing 1 patio door				
P24-083	RAPID ROOFING	2374 BOWEN	\$10.00	\$0.00
Work Description: Reroof - no structural changes				
P24-078	RENOVATIONS ROOFING & REMODELING, INC	500 N BURKHART RD	\$10.00	\$0.00
Work Description: Reroof -no structural changes - 15# felt and vents				
P24-090	RENOVATIONS ROOFING & REMODELING, INC	ENGLISH GARDENS	\$10.00	\$0.00
Work Description: Tear off and re-shingle, ice shield, felt and vents. Building #9, units: 738, 740, 742, 744, 746, 748, 754, 756, 758, 760, 762, 764 Olde English Circle				
P24-091	RENOVATIONS ROOFING & REMODELING, INC	ENGLISH GARDENS	\$10.00	\$0.00

Work Description: Tear off and re-shingle, ice shield, felt and vents.
 Building #2, units: 502, 504, 506, 508, 510, 512, 518, 520,
 522, 524, 526, 528 Olde English Circle

P24-086	Encon Roofing LLC	4481 GRAPE VINE DR	\$10.00	\$0.00
	Work Description: Reroof - on house and garage - no structural changes.			
P24-087	RHI INC - DBA RAPID ROOFING	500 HENDERSON RD	\$10.00	\$0.00
	Work Description: Re-roof, no structural changes.			
P24-080	MCKEOWN JUSTIN AND MEAGHAN	3279 HILL HOLLOW LN	\$50.00	\$0.00
	Work Description: 6' vinyl fence - 2 sides already complete by neighbors.			
P24-084	William Lynch	4500 W MARR	\$50.00	\$0.00
	Work Description: 16' x 32' inground pool with code complying fence			
P24-075	SUPERIOR CUSTOM HOMES	1028 RIVER LINE DR	\$50.00	\$0.00
	Work Description: 12' x 16' Trex deck with stairs			
P24-076	SUPERIOR CUSTOM HOMES	1021 STONEHEDGE DR	\$50.00	\$0.00
	Work Description: 7' x 16' wood deck with stairs			
P24-094	ANTHONY BRANHAM	3391 SUSAN DR	\$10.00	\$0.00
	Work Description: One 32" x 56" basement egress window and 52" x 38" window well.			
P24-085	NANTZ JOHN AND MELINDA	3628 WARNER RD	\$50.00	\$0.00
	Work Description: 755 sq. foot wood deck attached and extend to existing above ground pool with latching gates.			
P24-079	Adiska General Contracting	1041 WILLOW LN	\$75.00	\$0.00
	Work Description: 24' x 24' x 10' - detached garage			

Total Permits For Type:	15
Total Fees For Type:	\$455.00
Total Const. Value For Type:	\$0.00

Sign

Permit #	Applicant	Address	Fee Total	Const. Value
P24-035	FIVE STAR SIGN	1475 N BURKHART RD	\$0.00	\$0.00
	Work Description: 45.5" x 90" printed flat panel wall sign - installed at G & G Sweets - A110			
	Amended Permit: 30" x 80.88" printed flat panel wall sign - installed at G&G Sweets - A110			
P24-089	FASTSIGNS OF BRIGHTON	1475 N BURKHART C-170	\$175.00	\$0.00
	Work Description: Single sided cabinet sign 10' x 3' to be mounted to building.			

Total Permits For Type:	2
Total Fees For Type:	\$175.00
Total Const. Value For Type:	\$0.00

Temporary Land Use

Permit #	Applicant	Address	Fee Total	Const. Value
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P24-092 TANGER PROPERTIES LLC 1475 N BURKHART RD \$250.00 \$0.00

Work Description: Temporary fireworks sales tent, operated between June 26 - July 7, 2024. Hours of operation to be the same as Tanger Outlets. Temporary signs to follow Township ordinance.

Total Permits For Type:	1
Total Fees For Type:	\$250.00
Total Const. Value For Type:	\$0.00

Grand Total Fees:	\$1,230.00
Grand Total Permits:	22.00

Monthly Activity Report for June 2024 – Assessing Dept/Brent Kilpela

MTT UPDATE:

Howell W P Acquisition Group, LLC v Howell Township: Entire Tribunal Property Tax petition was received on May 30th. This parcel is better known as Medilodge of Livingston. Answer to the petition was prepared and filed. Waiting for Michigan Tax Tribunal schedule to proceed. Will reach out to opposing counsel to get an understanding of their opinion on valuation. This has been an effective step in the past.

SMALL CLAIMS TRIBUNAL:

No appeals at this time.

ASSESSING OFFICE:

ASSESSOR: The field work with the new oblique imagery started in June. We are now through section 2 for the Residential and Agricultural Classes. The recent legislative changes to Principal Residence Exemptions and Veteran Exemptions have stripped the power of the July/December Board of Review. The administrative responsibilities have been given to the Assessor of Record. This transfer of power has eliminated a large part of the July and December Boards of Review. At this point we do not anticipate holding a July Board of Review as there are no petitions on the docket. Anything that arises over the summer and fall can be addressed at the December Board of Review. Each year to retain my Michigan Advanced Assessing Officer certification, I am required to complete Continuing Education. The 2025 requirement is 20 hours. I will be able to complete it all this year at no cost.

OTHER: Attended Human Resources Meeting on June 26th. Working on wrapping up the 2023-2024 fiscal year.

DRAFT

**HOWELL TOWNSHIP PLANNING COMMISSION
REGULAR MEETING MINUTES**

3525 Byron Road Howell, MI 48855

June 25, 2024

6:30 P.M.

MEMBERS PRESENT:

Robert Spaulding	Vice Chair
Bob Wilson	Board Rep. Alt.
Paul Pominville	Commissioner
Tim Boal	Commissioner
Chuck Frantjeskos	Commissioner

MEMBERS ABSENT:

Wayne Williams	Chair
Mike Newstead	Secretary

Also in Attendance:

Township Planner Paul Montagno, Zoning Administrator Jonathan Hohenstein

Vice Chairman Spaulding called the meeting to order at 6:30 pm. The roll was called. Vice Chairman Spaulding requested members rise for the Pledge of Allegiance.

APPROVAL OF THE AGENDA:

Motion by Boal, **Second** by Pominville, “**To amend the agenda on two counts. If we could move number eleven to number nine, new business and the number after that and add to number nine discussion of the Michigan Supreme Court decision concerning permissive zoning ordinances.**” Motion carried.

APPROVAL OF THE MEETING MINUTES:

May 28, 2024

Motion by Boal, **Second** by Frantjeskos, “**To approve the minutes as presented.**” Motion carried.

ZONING BOARD OF APPEALS REPORT:

Draft minutes are included in the packet. No questions or comments.

TOWNSHIP BOARD REPORT:

Draft minutes are included in the packet. No questions or comments.

SCHEDULED PUBLIC HEARINGS:

None.

NEW BUSINESS:

A. Request for temporary use – Fireworks Tent

Planner Montagno gave an overview of the request for a temporary use permit for a fireworks sales tent and summarized his report. Applicant spoke to the proposed hours of operation, safety signs as required by State law. Discussion followed including questions regarding Fire Marshal comments, insurance limits, dates of operation, hours of operation, temporary signs.

Motion by Pominville, **Second** by Counts, “**To approve the temporary site plan for Galaxy Fireworks for location 1475 N. Burkhart Road for the days of June 26th through July 7th.**” Motion carried.

B. Chestnut Self-Storage – Final Site Plan Review

Planner Montagno gave an overview of the request for a self-storage facility in the Industrial Flex Zone and summarized his report. MEGA Engineer Mark Melchi and Applicant spoke about the project including: bathrooms in each unit, parking for employees, current tree locations, light fixtures on site, trash enclosure details, County Road Commission comments, County Drain Commission comments, proposed using two moveable loading docks, moveable demising walls between units to adjust size of each unit. Discussion followed including: restrooms in each unit, development schedule, portable docks, 50' setbacks for structures on County primary roads, fencing.

Motion by Counts, Second by Pominville, “For preliminary site plan approval for Chestnut Development LLC, Chestnut Self-Storage, contingent upon all the comments listed in the Planner’s report dated June 19, 2024.” Discussion followed. Motion carried 4-1.

OTHER MATTERS TO BE REVIEWED BY THE PLANNING COMMISSION:

A. Michigan Supreme Court Decision Concerning Permissive Zoning Ordinances

Commissioner Boal presented an article from Township Attorney Chris Patterson regarding a recent Michigan Supreme Court decision concerning permissive zoning ordinances. Planner Montagno highlighted how the decision would affect the Township. Discussion followed.

OLD BUSINESS:

A. Storage Container Ordinance - Discussion

Planner Montagno discussed the changes made to the draft ordinance. Discussion followed, including:

- Units under 200 square feet
- Criteria to allow a structure in the front yard
- Circumstances surrounding previously granted variances for structures in the front yard
- Screening requirements
- Painting / Allowing lettering on containers

It was the consensus of the Commission for Planner Montagno to update the draft ordinance on some of the issues discussed.

B. ADU Ordinance – Discussion

Planner Montagno discussed the changes made to the draft ordinance. Discussion followed, including:

- Locational requirements
- Utility sharing and repercussions
- Detached versus attached
- Low-cost approach to increase housing for various needs
- Changing the feel of single-family housing
- Garages for ADUs

It was the consensus of the Commission for Planner Montagno to update the draft ordinance on some of the issues discussed.

CALL TO THE PUBLIC:

Curt Hamilton, 1367 Crestwood Ln.: spoke about the draft storage container ordinance provisions, homeowner’s associations, low-cost rentals, ADU ordinance provisions, affordable housing, he is running for Howell Township Trustee.

ADJOURMENT:

Motion by Counts, **Second** by Pominville, **“To adjourn.”** Motion carried. The meeting was adjourned at 9:06 p.m.

Date

Mike Newstead
Planning Commission Secretary

Howell Township
Wastewater Treatment Plant Meeting
Meeting: June 20, 2024 10 am

Attending: Greg Tatara, James Aulette, Jonathan Hohenstein

Please see the attached report for details on the plant operation.

Aeration Pump: The aeration pump has been received and installed into the aeration basin.

Dissolved Oxygen Meter: The plant is in need of a portable dissolved oxygen meter so the crew is able to check the oxygen levels throughout the plant. **Recommend approval to purchase the Hach portable dissolved oxygen meter for \$2,343.00.**

Pump Conditions: The crew has been working on understanding the conditions of each pump station including creating hand drawings. Greg and James have used this information (as provided on item 2.3) to change the pumping conditions where applicable. For example, on pump station 71 the pump has been modified to pump when the water level is higher and to pump until it is lower than previously. This will allow the pump to work longer on each cycle and reduce the number of cycles in any given time period with the goal of prolonging the life of the pumps.

Manhole Lining: Greg has contracted with ART to line manholes through out the MHOG area. By having such a large project he has been able to get a much better rate from ART. Greg will be having up to 5 of the Township's worst manholes lined as part of this project. This helps on any manhole that has a large amount of H₂S gas buildup and for infiltration of stormwater. As the Township grows infiltration will need to be more actively managed. For a future project Greg and James will be obtaining quotes for lining the manholes along the Shiawassee River in the River Downs subdivision due to infiltration.

Respectfully submitted,

Jonathan Hohenstein

Howell Township Monthly Wastewater Operations Report



Wastewater Treatment Plant

June 2024

Howell Township Plant Operations

Summary

Please find in this report details that describe the monthly operating characteristics and the performance of the wastewater treatment plant, as well as any other noteworthy items that occurred in May.

During the last month of operations, we treated **11.25MG** of wastewater with no permit violations.

All preventative maintenance was completed at the plant.

We ordered and installed a new aerator for the post aeration basin.

Operators noticed the ammonia numbers started to increase at the beginning of the month. This is normal for this time of year when the weather starts to get warmer. They turned on another blower to the Aeration Basin and increased wasting's. This helped increase oxygen levels and decrease the mixed liquor numbers. The ammonia numbers are back down and operators were able to turn off the second blower.

Process Summary

EQ Tank

- Operating North Tank
- 5 broken gate valves

Influent Sampler

- Normal Operation

Headworks

- Normal Operation

FeCl₂ Chemical Room

- Normal Operation

Aeration Basin

- Ran Second Blower to Help Treat Ammonia

Junction Chamber

- Normal Operation

RAS Building & Clarifier

- Normal Operation

Sand Filters

- Normal Operation

Post Aeration

- Replaced Aerator

UV System

- Normal Operation

Recycle Pump Station

- Normal Operation

QUOTATION

Detroit Pump & Mfg Co

23751 Amber Avenue
 Warren, MI 48089
 USA
 248-544-4242



Order Number	
1093757	
Order Date	Page
5/28/2024 07:58:39	1 of 1

Quote Expires On 6/11/2024

Bill To:
 Genoa Osceola WWTP
 2911 Dorr Road
 Brighton, MI 48116

Ship To:
 MHOG
 4288 Norton Road
 Howell, MI 48843

810-227-5225
 Attn: Accounts Payable

Requested By: Greg Tatara

Customer ID: 43585

<i>PO Number</i>	<i>Ship Route</i>	<i>Taker</i>
Tsurumi/MW		MARY.WHITEMAN

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>	<i>Item Description</i>	<i>Unit Size</i>		

Order Note: Lead time: 1 week

Delivery Instructions: PP&A Best Way (LTL needed)

1	0	1	EA		50TRN42.2-460	EA	5,357.14	5,357.14
			1.0		Pump 50/60Hz 3Ph 2.2kw Motor	1.0		
					Tsurumi. 39/38 Airflow at water max depth			

Total Lines: 1

SUB-TOTAL: 5,357.14
TAX: 0.00
AMOUNT DUE: 5,357.14
 U.S. Dollars



TSURUMI PUMP

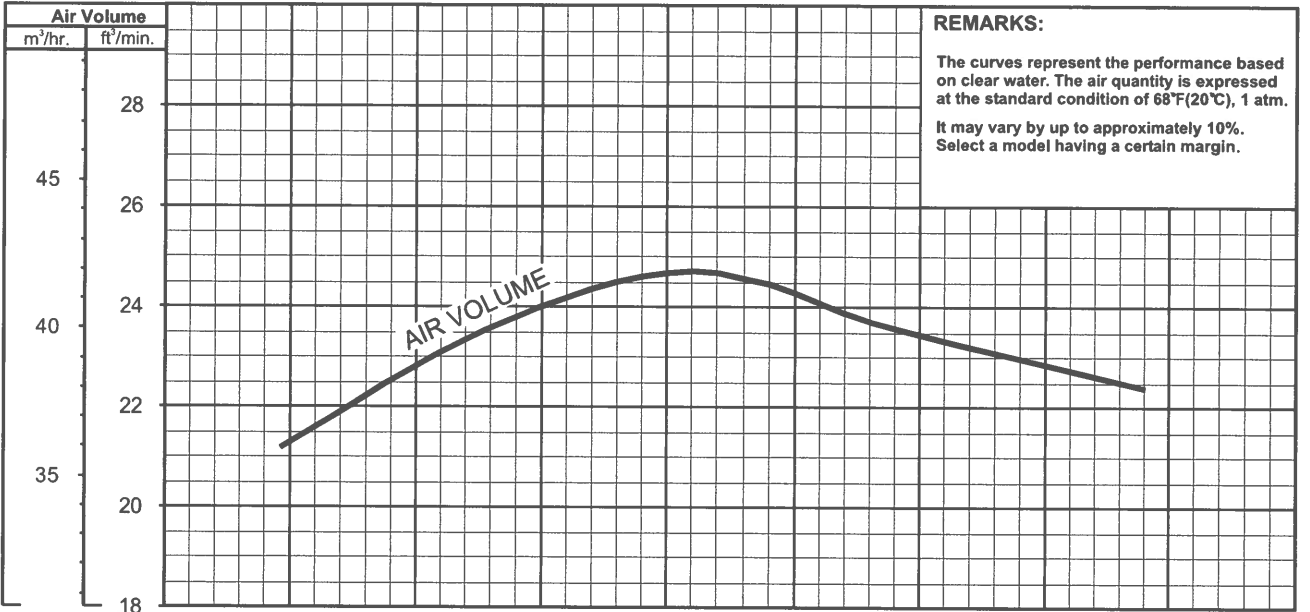
**TRN - SERIES
SUBMERSIBLE - AERATOR**

**PERFORMANCE
CURVE**

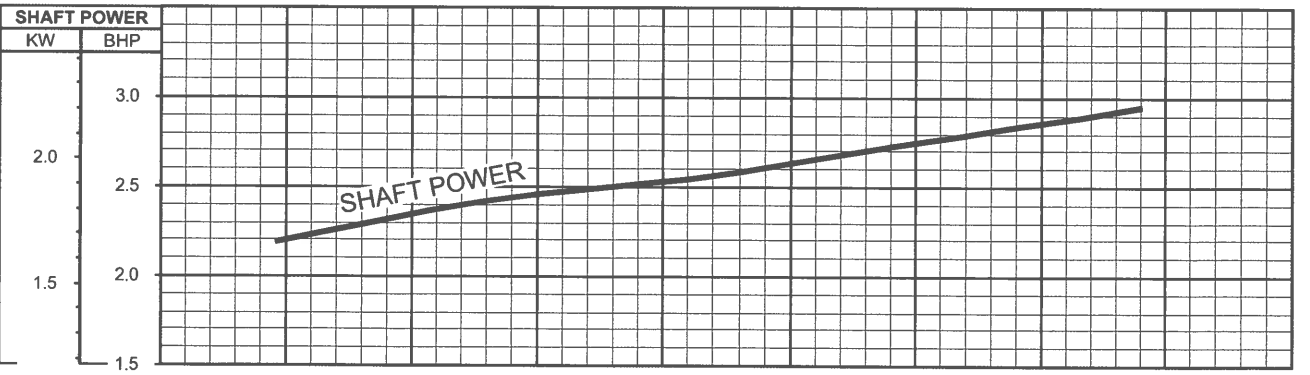
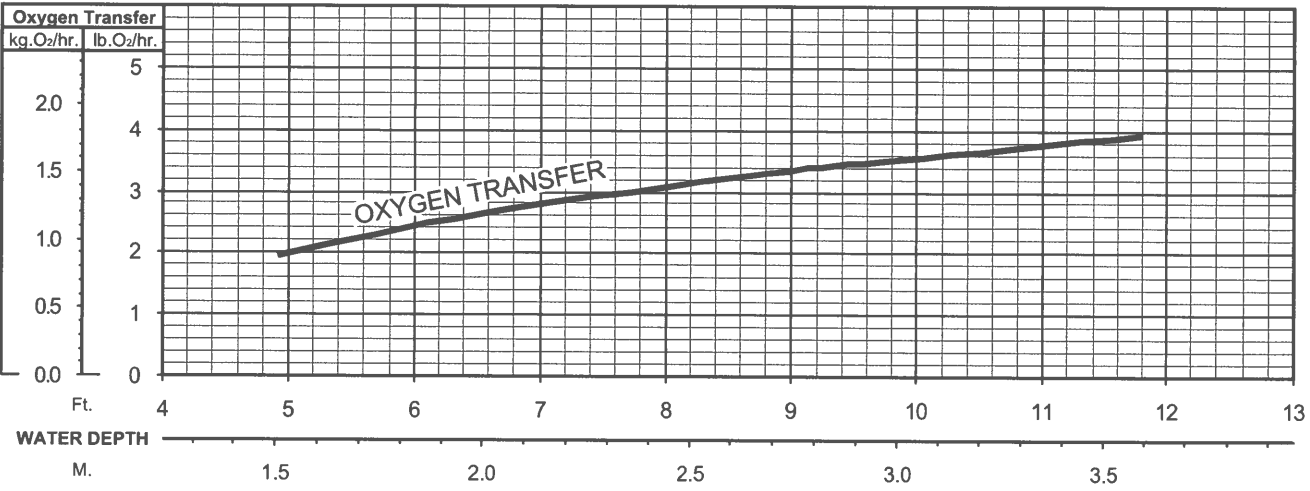
MODEL	AIR INLET BORE	HP	KW	RPM	SOLIDS DIA	LIQUID	SG.	VISCOSITY	TEMP.
50TRN42.2-62	2" / 50mm	3	2.2	1710	0.472"/12mm	Water	1.0	1.123 cSt.	68°F
MIXING AREA	MAX. DEPTH	PHASE	VOLTAGE	AMPERAGE	HZ	STARTING METHOD	INS. CLASS		
304 ft ² / 28.3 m ²	11.8 ft / 3.6 m	3	208-230 / 460	xxx-9.0 / 4.6	60	Direct On Line	F		
CURVE No.	DATE	PHASE	VOLTAGE	AMPERAGE	HZ	STARTING METHOD	INS. CLASS		
-	-	-	-	-	-	-	-		

depth =
11.84'

15' x
15'
= 225
Square
ft



REMARKS:
The curves represent the performance based on clear water. The air quantity is expressed at the standard condition of 68°F(20°C), 1 atm. It may vary by up to approximately 10%. Select a model having a certain margin.



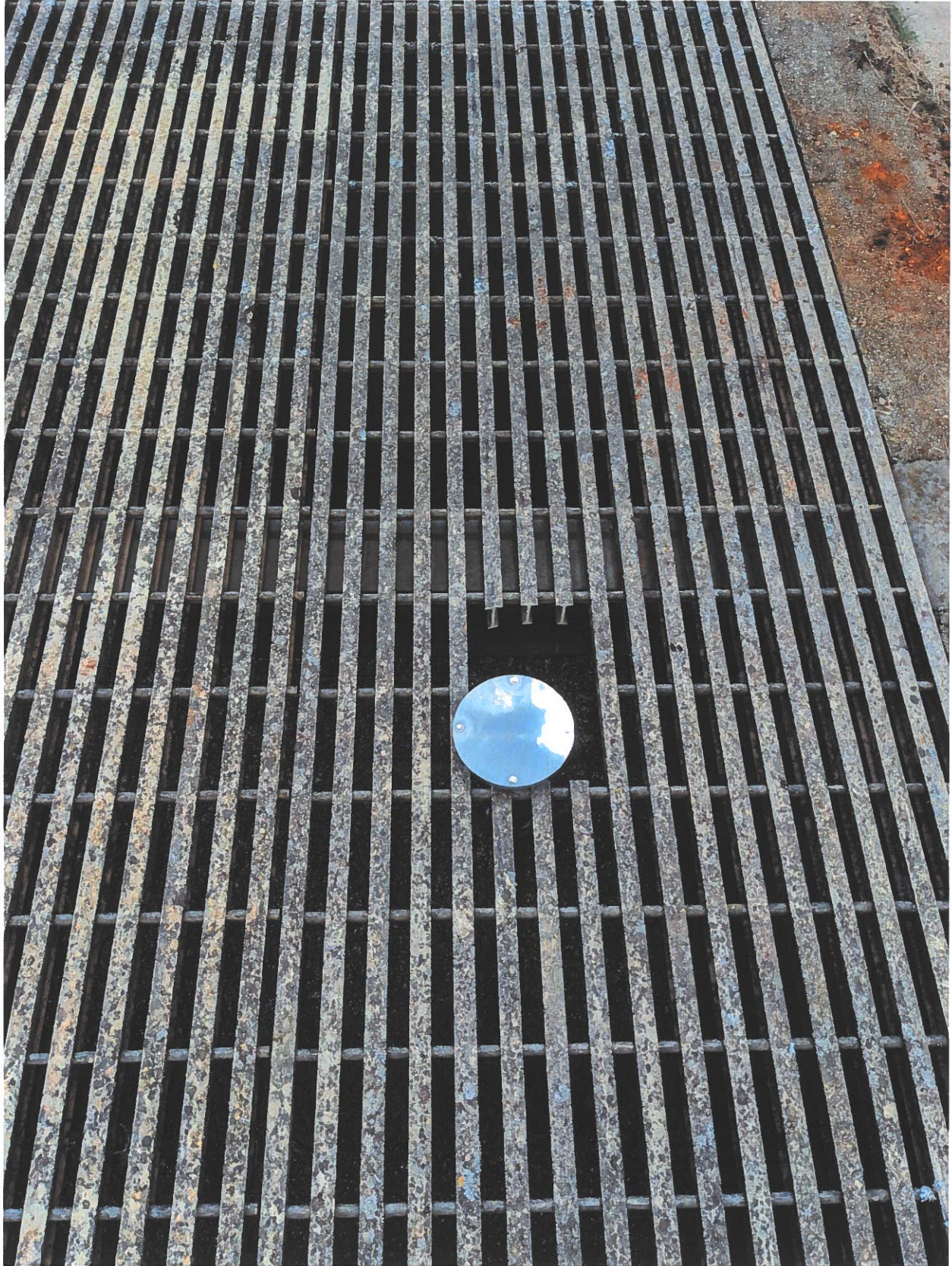
Tsurumi Self Aspirating Aerator Pump



Tsurumi Self Aspirating Aerator Pump



Tsurumi Self Aspirating Aerator Pump





Industrial Site Inspection Form

Overall Status:
Compliant

Site: Ultra Aluminum, 2124 Grand Commerce Drive, Howell, MI 48855

Date: May 21, 202

MHOG Representatives: Greg Tatara
Jim Aulette

Inspection Type: Scheduled Compliance

Reason for Inspection:	We were contacted by Pam Willard with the Michigan Department of Environment, Great Lakes, and Energy that Ultra Aluminum was discharging process water to the Howell Township Sanitary Sewer System. The EGLE follow-up inspection showed a hose that appeared to leave the containment area for the waste product from Power Coating that could be going to the sanitary sewer.
Facility Grounds:	During the inspection, the grounds were well kept. Inside the plant was maintained, there was not debris or waste product in the area of the powder coating.
Drain Inspections:	The drain around the power coating area and parts cleaning tanks were verified to be draining to a sump outside of the containment area. The sump pump in the containment area was hard pipe connected to the waste tank. There were two tanks in the containment area, a RO water tank and a waste tank. The waste tank had a pipe to the outside of the building for waste removal.
Waste Removal Schedule:	Jim Fredrick reported that the waste tank is cleaned and pump away on Tuesday and Friday by Valicor Corp.
Waste Removal Manifest:	We asked for manifests of waste removal. We asked for a random from week of March 24 and May 13, 2024, since the original peas call was from early April. Also, during inspection, Valicor was on site to pump out the tank. We wanted to verify that the week prior waste was removed. Manifests of removal of both the waste tank, and annual wash tank clean out are attached to this report. In addition, we were supplied SDS sheets for the process chemicals utilized, which are Gardotest Solution 1, Permatreat 374 B, Gardobon A 4989, Gardobond Additive H 7212, Gardoclean S 5065, Gardobond Additive H 7049, and Gardotest Indicator 2.
Inspection Photos:	Inspection Photographs are attached showing the sump, drain to outside for waste tank, and hauling truck removing waste.
Sanitary Sewer Type:	The sanitary service is via a E-one Duplex Grinder Pump maintained annually by T.H.Eiffert.
Follow-Up Required:	No follow up is required at this time

Contact Information

Facility Manager:

Office Phone:

Mobile Phone

Email:

Jim Fredrick

(517) 803-4598 Ext. 2444

(260) 229-2211

JimF@ultraaluminum.com

Inspection Summary

Based on our inspection, the drain waste from the site is directed to a waste storage tank, which was documented by manifest inspection as well as direct observation of the hauling company. The dates of hauling were consistent with the Tues and Friday removal as reported by the Facility Manager. We did not observe any hoses coming from tanks for the containment area that could reach the sanitary sewer system. Also, we obtained a manifest for the annual cleaning of the parts cleaning tanks. Based on our inspection, we did not see reason to believe the report that was products were being discharged to the sanitary sewer system. Also, based on the 10 gpm discharge rate from the facilities E-one grinder pump, we do not believe the facility could discharge a large volume of process waste without overwhelming the grinder pump system.

Ultra-Aluminum Inspection
May 21, 2024



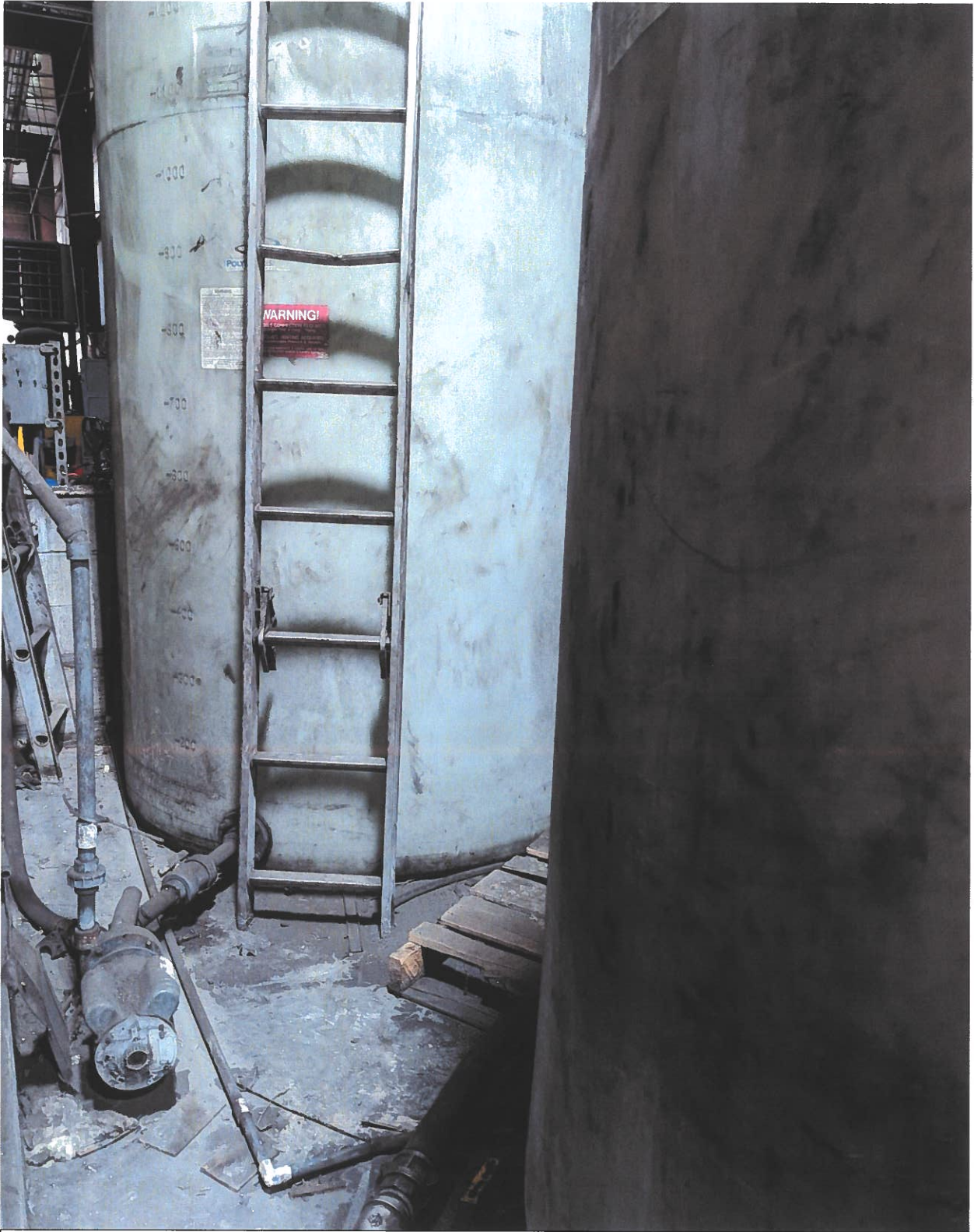
Waste Hauling Company with Tanker Connected and Pumping to Remove Waste Product on May 21, 2024

Ultra-Aluminum Inspection
May 21, 2024



Waste Tank Inside Containment Area

Ultra-Aluminum Inspection
May 21, 2024



RO Water Tank in Containment Area, with Waste Tank with Hose Connected to Outside in Foreground

Ultra-Aluminum Inspection
May 21, 2024



Floor Drain Sump with Discharge Piping Going into Waste Tank



[Home](#) / [Lab Meters and Probes](#) / [HQD Meters](#) / [Intellical Probes](#) / [HQ Portable](#)
/ **Portable Meters - HQ1130 DO/1 Channel**



HQ1130 Portable Dissolved Oxygen Meter with Dissolved Oxygen Electrode, 1 m Cable

Product Number: LEV015.53.11301

Ships within 6-8 weeks

Parameter

Dissolved Oxygen (DO)

Probes included

LDO10101

LDO10105

Price: **\$2,343.00**



A robust and intuitive range of portable meters, instilling confidence in reporting and managing your results.

The HQ Series is for water quality professionals who want to perform electrochemical analysis for field and lab environments. Our new portable platform will allow you to collect intuitive, accurate measurements, manage data, and easily review results, while supplying an IP67 robustness rating.

Applications:

- Groundwater
- Influent for Wastewater
- Municipal Water
- Primary Treatment
- Secondary Treatment

Howell Township Pump Stations

Summary

Pump Stations were checked weekly and we have started mowing the lawn.

We performed annual drawdowns and valve exercising at all the pump stations last month. We also measured operating depths and made sure the high and low level floats were hanging at the correct depth. After looking over the data we were able to make some changes in the run cycles of the pumps. Increasing the distance between the start and stop level will decrease the number of times the pump has to start. At PS 71 we were able to cut the number of starts in half. This is much easier on the pumps.

PS-70

- Normal Operations

PS-71

- Normal Operations

PS-72

- Normal Operations

PS-73

- Normal Operations

PS-74

- Normal Operations

PS-75

- Normal Operations

PS-76

- Normal Operations

PS-77

- Normal Operations

PS-78

- Normal Operations

Pump Station: 71

Old Set Points	Start	Stop
Hi Alarm	6.0	5.7
Low Alarm	2.6	2.9
Lead Pump	4.7	3.5
Lag Pump	5.1	3.5

New Set Points	Start	Stop
Hi Alarm	7.0	5.7
Low Alarm	2.0	2.9
Lead Pump	6.0	3.0
Lag Pump	6.5	3.0

DEPTH TO FLOOR: 28.1

DEPTH TO INVERT: 20.2

OPERATING LEVEL: 7.9

**Howell Township Pump Stations
2022 - 2024 Drawdown Comparison**

Station	Pump	2022	2024	Difference +/-	%
70	Pump 1	424	355	-68	-16.1%
	Pump 2	387	359	-28	-7.2%
71	Pump 1	575	632	57	9.8%
	Pump 2	626	632	5	0.8%
72	Pump 1	548	561	13	2.3%
	Pump 2	558	549	-9	-1.5%
73	Pump 1	575	723	148	25.7%
	Pump 2	708	694	-14	-2.0%
74	Pump 1	898	924	26	2.9%
	Pump 2	927	890	-37	-4.0%
75	Pump 1	848	921	73	8.6%
	Pump 2	1008	1009	1	0.1%
76	Pump 1	334	357	22	6.7%
	Pump 2	399	331	-69	-17.2%
77	Pump 1	162	185	23	14.5%
	Pump 2	167	187	20	11.8%
78	Pump 1	63	205	143	228.1%
	Pump 2	50	205	155	308.7%

Howell Township
Remaining Capital Improvement Plan Summary
Updated 06/17/24

Active CIP and Significant Repairs In Progress					
No.	Project Description	Priority	Initial Estimate	Revised Estimate	Update
1	Walker North Clarifier Upgrade and New RAS Pump	Moderate	\$450,000	\$321,988	Quotes and Project Approved. WesTech Rep is notified, FHC is notified and quote is signed, unit is being constructed
2	Repair Valves to EQ Tank	Moderate	\$50,000	\$50,000	On hold, not critical
3	Plant Driveway Repairs (Crack Sealing)	Low	\$10,000	\$10,000	No Activity, not critical
4	Second Septage / Return Pump Station Pump	Moderate	\$10,000	TBD	Still have plus 1 pump, hold on this project.
5	New Post Aeration Pump	High	\$33,000	\$5,357	Complete
Total			\$520,000	\$381,988	







Howell Township
Invoice and Check Registers
As of 6/30/2024

INVOICE REGISTER FOR HOWELL TOWNSHIP
ALL DATES, POSTED AND UNPOSTED
OPEN AND PAID

Invoice Number Inv Ref # Inventory	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Quantity	Posted Post Date Unit Price
					Units			
0E-79122-1 00023353	SMART BUSINESS SOURCE, LLC FOLDERS, STAPLES 101-265-727.001	05/21/2024 BRENT TWP HALL OFFICE SUPPLIES EXPENSE	06/21/2024	122.86	0.00	Paid	1.00	Y 05/21/2024 122.86
7/1/2024 00023355	MICHIGAN TWP ASSOC 2024 - 2025 MEMBERSHIP DUES 101-000-123.000	05/23/2024 BRENT GEN FUND PREPAID EXPENSES	07/01/2024	7,537.54	0.00	Paid	1.00	Y 05/23/2024 7,537.54
5/23/2024 00023356	JONATHAN HOHENSTEIN TREAS/ZA MILEAGE, ADOBE PRO, BOOKS FOR T BRENT 101-253-860.000 101-702-860.000 101-265-728.000 101-101-900.000 101-701-720.000 101-703-720.000 101-702-860.000	05/23/2024 BRENT TREASURER MILEAGE & EXPENSES ZONING MILEAGE & EXPENSES ADOBE PRO (TREASURER) TWP BOARD PRINT & PUBL EXPENSE PLANNING EDUCATION EXPENSE BOARD OF APPEALS EDUCATION EXPENSE TEXT BOOK	06/15/2024	2,176.01	0.00	Paid	1.00	Y 05/23/2024 72.70 49.04 254.27 735.00 552.00 474.00 39.00
PA-Q234004 00023357	KENT COMMUNICATIONS INC SUMMER 2024 TAX BILL POSTAGE 101-000-123.000	05/21/2024 BRENT GEN FUND PREPAID EXPENSES	06/15/2024	1,806.95	0.00	Paid	1.00	Y 06/01/2024 1,806.95
202 00023364	HURON CEMETERY MAINT INC WILEY/DEVINE CREMAINS BURIAL 101-000-642.000	11/02/2023 BRENT CEMETERY LOTS FEES	06/15/2024	600.00	0.00	Paid	1.00	Y 05/29/2024 600.00
201453451377 00023365	CONSUMERS ENERGY TWP HALL JUNE 2024 101-265-922.000	05/17/2024 BRENT TWP HALL NATURAL GAS EXPENSE	06/13/2024	84.18	0.00	Paid	1.00	Y 06/01/2024 84.18
001707554478 00023366	MUTUAL OF OMAHA INSURANCE COMPANY JUNE 2024 101-265-721.000	05/17/2024 BRENT TWP HALL LIFE INSURANCE EXPENSE	06/01/2024	173.38	0.00	Paid	1.00	Y 06/01/2024 173.38

INVOICE REGISTER FOR HOWELL TOWNSHIP

ALL DATES, POSTED AND UNPOSTED
OPEN AND PAID

Invoice Number	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inv Ref #	Description	Entered By			Units	Quantity	Post Date
Inventory	GL Distribution						Unit Price
A-70091							
00023370	LASHBROOK SEPTIC SERVICE SPRING CLEANUP DAY PORTA-JOHN 101-268-882.000	05/15/2024 BRENT TWP AT LARGE SPRING CLEAN UP EXPENSE	06/12/2024	100.00	0.00	1.00	Y 06/01/2024 100.00
6065							
00023371	PERFECT MAINTENANCE TWP HALL CLEANING SERVICES JUNE 2024 101-265-775.000	05/29/2024 BRENT TWP HALL OFFICE CLEANING EXPENSE	06/12/2024	195.00	0.00	1.00	Y 06/01/2024 195.00
24-005							
00023373	SPRUNGTOWN OUTDOOR SERVICES CEMETERY MOWING MAY 2024 101-276-931.000	06/01/2024 BRENT CEMETERY GROUNDS CARE & MAINT EXPENSE	06/12/2024	750.00	0.00	1.00	Y 06/04/2024 750.00
24108							
00023374	BRAMLETT HEATING & COOLING CO. ANNUAL MAINT. ON AC UNITS FOR TWP HALL 101-265-930.001	06/04/2024 BRENT TWP HALL OFFICE EQUIPMENT & REPAIR	06/12/2024	375.00	0.00	1.00	Y 06/04/2024 375.00
OE-79628-1							
00023375	SMART BUSINESS SOURCE, LLC FOLDERS, PRINT CARTRIDGE, WIRE RACKS 101-265-727.001	06/05/2024 BRENT TWP HALL OFFICE SUPPLIES EXPENSE	06/12/2024	323.67	0.00	1.00	Y 06/05/2024 323.67
1326174							
00023377	THE GARBAGE MAN CLEAN-UP DAY 2024 101-268-882.000	06/01/2024 BRENT TWP AT LARGE SPRING CLEAN UP EXPENSE	06/12/2024	1,623.75	0.00	1.00	Y 06/01/2024 1,623.75
9759							
00023378	J. MILLS PLUMBING & WATER TREATMENT HOSE BIB REPLACEMENT AT TWP HALL 101-265-931.000	06/04/2024 BRENT TWP HALL GROUNDS CARE EXPENSE	06/12/2024	458.00	0.00	1.00	Y 06/05/2024 458.00
43454625							
00023379	SILVER LINING TIRE RECYCLING CLEAN-UP DAY EXPENSES 101-268-882.000	06/04/2024 BRENT TWP AT LARGE SPRING CLEAN UP EXPENSE	06/12/2024	504.00	0.00	1.00	Y 06/05/2024 504.00

INVOICE REGISTER FOR HOWELL TOWNSHIP

ALL DATES, POSTED AND UNPOSTED
OPEN AND PAID

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Quantity	Posted Post Date Unit Price
Inventory					Units			
68340 00023380	MICRO WORKS COMPUTING, INC SERVER UPDATES 101-265-728.001	05/21/2024 BRENT TWP HALL IT SUPPORT EXPENSE	06/10/2024	80.00	0.00	Païd	1.00	Y 06/04/2024 80.00
68362 00023381	MICRO WORKS COMPUTING, INC MICROSOFT 365 BUSINESS ANNUAL SUBSCRIPTI 101-265-728.000	05/28/2024 BRENT TWP HALL COMPUTER SUPPORT EXPENSE	06/17/2024	2,480.00	0.00	Païd	1.00	Y 06/05/2024 2,480.00
68398 00023382	MICRO WORKS COMPUTING, INC SERVICE CALL 101-265-728.001	05/30/2024 BRENT TWP HALL IT SUPPORT EXPENSE	06/19/2024	80.00	0.00	Païd	1.00	Y 06/05/2024 80.00
6/3/2024 00023384	LIVINGSTON COUNTY TREASURER DOG LICENSES 701-000-238.000	06/03/2024 BRENT TRUST DUE TO COUNTY DOG LICENSE	06/15/2024	49.00	0.00	Païd	1.00	Y 06/06/2024 49.00
5/20/2024 00023354	GENOA TOWNSHIP DPW QUARTERLY COMMON COSTS 1/1 - 3/31/24 592-538-801.000	05/21/2024 BRENT WWTP CONTRACTED SERVICES EXPENSE	06/21/2024	71.51	0.00	Païd	1.00	Y 05/22/2024 71.51
15988 00023363	TRUE VALUE HARDWARE POST AIR PARTS (INSERT TEE, HOSE, RED AD 592-538-956.000	05/23/2024 BRENT WWTP MISCELLANEOUS EXPENSE	06/15/2024	78.05	0.00	Païd	1.00	Y 05/28/2024 78.05
207147565636 00023367	CONSUMERS ENERGY 2571 OAK GROVE JUNE 2024 592-538-922.000	05/17/2024 BRENT WWTP NATURAL GAS EXPENSE	06/13/2024	139.76	0.00	Païd	1.00	Y 06/01/2024 139.76
205546966181 00023368	CONSUMERS ENERGY 1222 PACKARD DR JUNE 2024 592-538-922.000	05/17/2024 BRENT WWTP NATURAL GAS EXPENSE	06/13/2024	143.07	0.00	Païd	1.00	Y 06/01/2024 143.07

INVOICE REGISTER FOR HOWELL TOWNSHIP
 ALL DATES, POSTED AND UNPOSTED
 OPEN AND PAID

Invoice Number	Vendor Description	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted
Inv Ref #	GL Distribution				Units	Quantity	Post Date
							Unit Price
204835084482	CONSUMERS ENERGY	05/17/2024	06/12/2024	24.76	0.00	Paid	Y
00023369	391 N BURKHART JUNE 2024	BRENT					06/01/2024
	592-538-922.000	WWTP NATURAL GAS EXPENSE		24.76		1.00	24.76
111584	GENOA TOWNSHIP DPW	06/03/2024	06/12/2024	28,135.32	0.00	Paid	Y
00023372	JUNE 2024 OPERATING FEE	BRENT					06/04/2024
	592-538-801.000	WWTP CONTRACTED SERVICES EXPENSE		28,135.32		1.00	28,135.32
6/4/2024	G-O WWTP VACTOR PAD	06/04/2024	06/12/2024	279.26	0.00	Paid	Y
00023376	CLEAN BREWER ROAD MANHOLE MAY 2024	BRENT					06/05/2024
	592-538-801.003	WWTP MANHOLE CLEANING EXPENSE		279.26		1.00	279.26
5/19/2024	AT&T	05/19/2024	06/09/2024	324.29	0.00	Paid	Y
00023383	WWTP JUNE 2024	BRENT					06/05/2024
	592-538-850.000	WWTP TELEPHONE EXPENSE		324.29		1.00	324.29
6/3/2024	DTE ENERGY	06/03/2024	06/25/2024	499.58	0.00	Paid	Y
00023389	2571 OAK GROVE RD JUNE 2024	BRENT					06/10/2024
	592-538-920.000	WWTP ELECTRICITY EXPENSE		499.58		1.00	499.58
6/5/2024	DTE ENERGY	06/05/2024	06/27/2024	131.58	0.00	Paid	Y
00023390	391 N BURKHART JUNE 2024	BRENT					06/10/2024
	592-538-920.000	WWTP ELECTRICITY EXPENSE		131.58		1.00	131.58
6/5/2024	DTE ENERGY	06/05/2024	06/27/2024	232.52	0.00	Paid	Y
00023391	1009 N BURKHART JUNE 2024	BRENT					06/10/2024
	592-538-920.000	WWTP ELECTRICITY EXPENSE		232.52		1.00	232.52
0237-002093196	REPUBLIC SERVICES	05/31/2024	06/20/2024	119.60	0.00	Paid	Y
00023392	TRASH PICKUP JUNE 2024	BRENT					06/10/2024
	592-538-801.002	WWTP STATION CLEANING EXPENSE		119.60		1.00	119.60

INVOICE REGISTER FOR HOWELL TOWNSHIP

ALL DATES, POSTED AND UNPOSTED
OPEN AND PAID

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory				Units	Quantity	Unit Price	
REMIT 00023385	FIRST NATIONAL BANK Remittance Check 101-000-229.001 Remittance 101-000-229.003 101-000-229.003 Remittance 101-000-229.003 Remittance 101-000-229.003	06/14/2024 BRENT	06/14/2024	4,776.52	0.00	Paid	Y 06/14/2024
							1,703.98 1,245.09 1,245.09 291.18 291.18
REMIT 00023386	HOWELL TOWNSHIP Remittance Check 101-000-232.000	06/14/2024 BRENT	06/14/2024	118.52	0.00	Paid	Y 06/14/2024
							118.52
REMIT 00023387	AMERICAN FUNDS Remittance Check 101-000-231.000	06/14/2024 BRENT	06/14/2024	2,500.03	0.00	Paid	Y 06/14/2024
							2,500.03
REMIT 00023388	EMPOWER Remittance Check 101-000-231.001 Remittance 101-000-231.001 Remittance 101-000-231.002 Remittance 101-000-231.002	06/14/2024 BRENT	06/14/2024	1,373.89	0.00	Paid	Y 06/14/2024
							720.00 202.88 50.00 401.01
REMIT 00023429	FIRST NATIONAL BANK Remittance Check 101-000-229.001 Remittance 101-000-229.003 Remittance 101-000-229.003 Remittance 101-000-229.003	06/28/2024 BRENT	06/28/2024	5,338.32	0.00	Paid	Y 06/28/2024
							1,771.78 1,445.27 1,445.27 338.00 338.00
REMIT 00023430	HOWELL TOWNSHIP Remittance Check 101-000-232.000	06/28/2024 BRENT	06/28/2024	118.52	0.00	Paid	Y 06/28/2024
							118.52

INVOICE REGISTER FOR HOWELL TOWNSHIP

ALL DATES, POSTED AND UNPOSTED
OPEN AND PAID

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Quantity	Posted Post Date Unit Price
REMIT 00023431	BLUE CARE NETWORK Remittance Check 101-000-230.000 101-000-230.000	06/28/2024 BRENT Remittance	06/28/2024	4,191.21 558.84 3,632.37	0.00	PAID	1.00 1.00	Y 06/28/2024 558.84 3,632.37
REMIT 00023432	AMERICAN FUNDS Remittance Check 101-000-231.000	06/28/2024 BRENT Remittance	06/28/2024	3,410.39 3,410.39	0.00	PAID	1.00	Y 06/28/2024 3,410.39
REMIT 00023433	TREASURY STATE OF MICHIGAN Remittance Check 101-000-228.002	06/28/2024 BRENT Remittance	06/28/2024	1,576.07 1,576.07	0.00	PAID	1.00	Y 06/28/2024 1,576.07
REMIT 00023434	EMPOWER Remittance Check 101-000-231.001 101-000-231.001 101-000-231.002 101-000-231.002	06/28/2024 BRENT Remittance Remittance Remittance	06/28/2024	1,425.10 720.00 202.88 90.00 412.22	0.00	PAID	1.00 1.00 1.00 1.00	Y 06/28/2024 720.00 202.88 90.00 412.22

of Invoices: 41 # Due: 0
of Credit Memos: 0 # Due: 0
Net of Invoices and Credit Memos:

Totals:
74,527.21
0.00
74,527.21

C Agree with Check Register B.K.

--- TOTALS BY FUND ---

101 GENERAL FUND
592 SWR/WTR
701 TRUST & AGENCY

44,298.91
30,179.30
49.00

--- TOTALS BY DEPT/ACTIVITY ---

000 OTHER
101 TOWNSHIP BOARD
253 TREASURER
265 TOWNSHIP HALL
268 TOWNSHIP AT LARGE
276 CEMETERY
538 WWTP
701 PLANNING

34,822.06
735.00
72.70
4,626.36
2,227.75
750.00
30,179.30
552.00

INVOICE REGISTER FOR HOWELL TOWNSHIP

ALL DATES, POSTED AND UNPOSTED
OPEN AND PAID

Invoice Number	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inv Ref #	Description	Entered By			Units	Quantity	Post Date
Inventory	GL Distribution						Unit Price
	702 ZONING			88.04	0.00		
	703 ZONING BOARD OF APPEALS			474.00	0.00		

CHECK REGISTER FOR HOWELL TOWNSHIP

CHECK DATE 06/01/2024 - 06/30/2024

BANK CODE: GEN, T&A, TAX, UTYCK

Check Date	Check	Vendor Name	Description	Amount
Bank GEN GENERAL FUND CHECKING				
06/05/2024	18777	BRAMLETT HEATING & COOLING CO	ANNUAL MAINT. ON AC UNITS FOR TWP HALL	375.00
06/05/2024	18778	THE GARBAGE MAN	CLEAN-UP DAY 2024	1,623.75
06/05/2024	18779	JONATHAN HOHENSTEIN	TREAS/ZA MILEAGE, ADOBE PRO, BOOKS FOR	2,176.01
06/05/2024	18780	HURON CEMETERY MAINT INC	WILEY/DEVINE CREMAINS BURIAL	600.00
06/05/2024	18781	J. MILLS PLUMBING & WATER TRE	HOSE BIB REPLACEMENT AT TWP HALL	458.00
06/05/2024	18782	KENT COMMUNICATIONS INC	SUMMER 2024 TAX BILL POSTAGE	1,806.95
06/05/2024	18783	LASHBROOK SEPTIC SERVICE	SPRING CLEANUP DAY PORTA-JOHN	100.00
06/05/2024	18784	MICRO WORKS COMPUTING, INC	SERVER UPDATES	80.00
			MICROSOFT 365 BUSINESS ANNUAL SUBSCRIPT	2,480.00
			SERVICE CALL	80.00
				<u>2,640.00</u>
06/05/2024	18785	MICHIGAN TWP ASSOC	2024 - 2025 MEMBERSHIP DUES	7,537.54
06/05/2024	18786	MUTUAL OF OMAHA INSURANCE COM	JUNE 2024	173.38
06/05/2024	18787	PERFECT MAINTENANCE	TWP HALL CLEANING SERVICES JUNE 2024	195.00
06/05/2024	18788	SILVER LINING TIRE RECYCLING	CLEAN-UP DAY EXPENSES	504.00
06/05/2024	18789	SMART BUSINESS SOURCE, LLC	FOLDERS, STAPLES	122.86
			FOLDERS, PRINT CARTRIDGE, WIRE RACKS	323.67
				<u>446.53</u>
06/05/2024	18790	SPRUNGTOWN OUTDOOR SERVICES	CEMETERY MOWING MAY 2024	750.00
06/28/2024	18791	BLUE CARE NETWORK	Remittance Check	4,191.21
06/05/2024	101001884(E)	CONSUMERS ENERGY	TWP HALL JUNE 2024	84.18
06/14/2024	101001885(E)	EMPOWER	Remittance Check	1,373.89
06/14/2024	101001886(E)	FIRST NATIONAL BANK	Remittance Check	4,776.52
06/14/2024	101001887(E)	HOWELL TOWNSHIP	Remittance Check	118.52
06/14/2024	101001888(E)	AMERICAN FUNDS	Remittance Check	2,500.03
06/28/2024	101001889(E)	EMPOWER	Remittance Check	1,425.10
06/28/2024	101001890(E)	FIRST NATIONAL BANK	Remittance Check	5,338.32
06/28/2024	101001891(E)	HOWELL TOWNSHIP	Remittance Check	118.52
06/28/2024	101001892(E)	AMERICAN FUNDS	Remittance Check	3,410.39
06/28/2024	101001893(E)	TREASURY STATE OF MICHIGAN	Remittance Check	1,576.07
GEN TOTALS:				
Total of 25 Checks:				44,298.91
Less 0 Void Checks:				0.00
Total of 25 Disbursements:				<u>44,298.91</u>
Bank T&A TRUST & AGENCY CHECKING				
06/06/2024	3633	LIVINGSTON COUNTY TREASURER	DOG LICENSES	49.00
T&A TOTALS:				
Total of 1 Checks:				49.00
Less 0 Void Checks:				0.00
Total of 1 Disbursements:				<u>49.00</u>
Bank UTYCK UTILITY CHECKING				
06/11/2024	3201	GENOA TOWNSHIP DPW	QUARTERLY COMMON COSTS 1/1 - 3/31/24	71.51
06/11/2024	3202	GENOA TOWNSHIP DPW	JUNE 2024 OPERATING FEE	28,135.32

CHECK REGISTER FOR HOWELL TOWNSHIP

CHECK DATE 06/01/2024 - 06/30/2024

BANK CODE: GEN, T&A, TAX, UTYCK

Check Date	Check	Vendor Name	Description	Amount
Bank UTYCK UTILITY CHECKING				
06/11/2024	3203	G-0 WWTTP VACTOR PAD	CLEAN BREWER ROAD MANHOLE MAY 2024	279.26
06/11/2024	3204	REPUBLIC SERVICES	TRASH PICKUP JUNE 2024	119.60
06/11/2024	3205	TRUE VALUE HARDWARE	POST AIR PARTS (INSERT TEE, HOSE, RED A	78.05
06/11/2024	59003980(E)	AT&T	WWTTP JUNE 2024	324.29
06/11/2024	59003981(E)	CONSUMERS ENERGY	2571 OAK GROVE JUNE 2024	139.76
06/11/2024	59003982(E)	CONSUMERS ENERGY	1222 PACKARD DR JUNE 2024	143.07
06/11/2024	59003983(E)	CONSUMERS ENERGY	391 N BURKHART JUNE 2024	24.76
06/11/2024	59003984(E)	DTE ENERGY	2571 OAK GROVE RD JUNE 2024	499.58
06/11/2024	59003985(E)	DTE ENERGY	391 N BURKHART JUNE 2024	131.58
06/11/2024	59003986(E)	DTE ENERGY	1009 N BURKHART JUNE 2024	232.52
UTYCK TOTALS:				
Total of 12 Checks:				30,179.30
Less 0 Void Checks:				0.00
Total of 12 Disbursements:				<u>30,179.30</u>
REPORT TOTALS:				74,527.21
Total of 38 Checks:				0.00
Less 0 void Checks:				74,527.21
Total of 38 Disbursements:				<u>74,527.21</u>

Agrees with Invoice Register B.K.

CHECK REGISTER FOR HOWELL TOWNSHIP
For Check Dates 06/01/2024 to 06/30/2024

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
06/14/2024	GEN	DD5823	BRENT J. KILPELA	5,414.90	0.00	4,069.33	Open
06/14/2024	GEN	DD5824	SUSAN K. DAUS	1,352.52	0.00	1,065.89	Open
06/14/2024	GEN	DD5825	TANYA L. DAVIDSON	1,912.32	0.00	1,420.95	Open
06/14/2024	GEN	DD5826	MICHAEL CODDINGTON	1,352.52	0.00	895.98	Open
06/14/2024	GEN	DD5827	JONATHAN C. HOHENSTEIN	4,010.13	0.00	2,579.68	Open
06/14/2024	GEN	DD5828	CAROL A. MAKUSHIK	2,624.39	0.00	1,757.80	Open
06/14/2024	GEN	DD5829	TERESA M. MURRISH	1,908.00	0.00	1,418.10	Open
06/14/2024	GEN	DD5830	MARNIE E. HEBERT	1,812.50	0.00	1,527.87	Open
06/28/2024	GEN	DD5831	BRENT J. KILPELA	5,403.60	0.00	4,060.74	Open
06/28/2024	GEN	DD5832	CAROL A. MAKUSHIK	2,624.39	0.00	1,757.80	Open
06/28/2024	GEN	DD5833	MATTHEW E. COUNTS	488.41	0.00	430.29	Open
06/28/2024	GEN	DD5834	HAROLD D. MELTON	488.41	0.00	410.13	Open
06/28/2024	GEN	DD5835	JEFFREY A. SMITH	568.41	0.00	500.77	Open
06/28/2024	GEN	DD5836	ROBERT K. WILSON	568.41	0.00	500.77	Open
06/28/2024	GEN	DD5837	TIMOTHY C. BOAL	80.00	0.00	70.48	Open
06/28/2024	GEN	DD5838	KENNETH A. FRENGER	80.00	0.00	70.48	Open
06/28/2024	GEN	DD5839	JAMES T. MCEVOY	80.00	0.00	70.48	Open
06/28/2024	GEN	DD5840	CAROL M. WEAVER	80.00	0.00	70.48	Open
06/28/2024	GEN	DD5841	SUSAN K. DAUS	1,352.52	0.00	1,065.88	Open
06/28/2024	GEN	DD5842	TANYA L. DAVIDSON	2,131.44	0.00	1,565.79	Open

CHECK REGISTER FOR HOWELL TOWNSHIP
For Check Dates 06/01/2024 to 06/30/2024

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
06/28/2024	GEN	DD5843	CHARLES J. FRANTJESKOS JR	80.00	0.00	70.48	Open
06/28/2024	GEN	DD5844	MICHAEL W. NEWSTEAD	80.00	0.00	70.48	Open
06/28/2024	GEN	DD5845	ROBERT A. SPAULDING	80.00	0.00	70.48	Open
06/28/2024	GEN	DD5846	WAYNE R. WILLIAMS JR	160.00	0.00	147.76	Open
06/28/2024	GEN	DD5847	MICHAEL CODDINGTON	1,352.52	0.00	895.97	Open
06/28/2024	GEN	DD5848	JONATHAN C. HOHENSTEIN	4,122.24	0.00	2,653.78	Open
06/28/2024	GEN	DD5849	TERESA M. MURRISH	1,908.00	0.00	1,418.08	Open
06/28/2024	GEN	DD5850	MARNIE E. HEBERT	1,887.50	0.00	1,586.45	Open
Report Total:				<u>44,003.13</u>	<u>0.00</u>	<u>32,223.17</u>	

Number of Checks 28
Total Physical Checks 0
Total Check Stubs 28