

HOWELL TOWNSHIP BOARD

REGULAR MEETING

3525 Byron Road
Howell, MI 48855
September 9, 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 August 12, 2024
6. Call to the Public
7. Unfinished Business:
 A. HAPRA Continuing Resolution
 B. Oakland Tactical filing to the U.S. Supreme Court
 C. Boardroom Sound System
 D. Trustee Wilson's grievance with Ordinance Enforcement and Zoning Administrator
 E. Brewer Road Drainage - Update
8. New Business:
 A. End of Year Budget Discussion – Deputy Supervisor Kilpela
 B. Trash Hauling Discussion – Deputy Supervisor Kilpela
 C. Adding items to the Board's Agenda
 D. Spicer Engineering Agreement and Project Estimates
 E. Shiawassee River Superfund Site - Discussion
 F. American Legion Violation - Discussion
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 N. Shiawassee River Committee
11. Disbursements: Regular and Check Register
12. Adjournment

**This meeting is open to all members of the public under Michigan's Open Meetings Act.
Persons with disabilities who need accommodations to participate in this meeting should contact the Township Clerk's Office
at 517-546-2817 at least two (2) business days prior to the meeting.**

DRAFT

**HOWELL TOWNSHIP REGULAR BOARD
MEETING MINUTES**
3525 Byron Road Howell, MI 48855
August 12, 2024
6:30 P.M.

MEMBERS PRESENT:

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

MEMBERS ABSENT:**Also in Attendance:**

14 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:

Trustee Melton requested the letter he submitted to be added to the board packet.

APPROVAL OF THE AGENDA:

August 12, 2024

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

APPROVAL OF BOARD MEETING MINUTES:

July 8, 2024

REGULAR BOARD MEETING MINUTES

Motion by Hohenstein, **Second** by Melton, “**To accept the minutes from July 8th as presented.**” Motion carried, 1 dissent.

CALL TO THE PUBLIC:

Curt Hamilton, 1367 Crestwood Lane: Spoke about the Shiawassee River, EPA report is available, would like it added to the September Board agenda.

Shane Fagan, 30 Santa Rosa Drive: Spoke about Tooley Rd development, sound system installation and Zoning Ordinance Enforcement.

Tim Boal, 66 Santa Rosa Drive: Spoke on Trustee Wilson.

Andrew Hamm, 14 Santa Rosa Drive: Spoke on Tim Boal.

UNFINISHED BUSINESS:

A. Salary Resolution- Clerk

Supervisor Coddington noted that at the previous meeting the resolution for the Clerk's salary did not receive support prior to voting on the resolution.

Motion by Hohenstein, **Second** by Smith, **"To accept resolution 04.07.24.538 for a 4.2% increase in salary for the Clerk as presented."** Roll call vote: Wilson- no, Hohenstein- yes, Melton- yes, Smith- yes, Daus- yes, Counts- yes, Coddington- yes. Motion carried 6-1.

B. Spicer Engineering Contract- Oak Grove Road Sidewalk

Treasurer Hohenstein discussed the easements to install sidewalks on Oak Grove Road, and the agreement from Spicer Group to proceed with the survey work to be done. Trustee Smith questioned the timeframe to allocate funds for the project. **Motion** by Hohenstein, **Second** by Counts, **"To accept agreement with Spicer Group for the Oak Grove Road sidewalk easement as presented and utilizing ARPA funds to do so."** Motion carried.

NEW BUSINESS:

A. Howell Area Parks and Recreation Authority: Tim Church, Executive Director of Howell Parks and Recreation, reported on the failed millage and requesting to continue in supporting Recreation Authority. **Motion** by Hohenstein, **Second** by Smith, **"To continue Township support with the Howell Area Park and Rec. Authority for the benefit of the citizens of Howell Township."** Discussion followed. Motion carried

B. Township Fall Event- Proposal: Treasurer Hohenstein discussed the fall event proposed by Deputy Treasurer Murrish with Township staff providing all supplies. **Motion** by Counts, **Second** by Smith, **"To accept Howell event proposal as presented."** Motion carried.

C. Tooley Road Park- Proposal: Treasurer Hohenstein discussed the Tooley Road Park plan and the end of the year transfer of funds from the Sewer and Water fund to the General fund and the request to transfer that money from the General Fund to the Park and Rec. Fund. A Conservation Easement on the park property was also discussed. **Motion** by Hohenstein, **Second** by Counts, **"To add Deputy Treasurer Teresa Murrish to the Park and Recreation Committee."** Discussion followed. Motion carried, 1 dissent. **Motion** by Hohenstein, **Second** by Smith, **"To accept recommendation to transfer 1.2 million dollars from the General Fund to the Park and Recreation funds for the Tooley Road Park."** Roll Call: Hohenstein- yes, Melton- yes, Wilson- no, Smith- yes, Daus- yes, Coddington- yes, Counts- yes. Motion carried 6-1.

D. Sound System: Trustee Wilson is requesting that the Township seek quotes for a new sound system for the Boardroom. Treasurer Hohenstein discussed adding the audio recording of the Board meetings to the Township website. **Motion** by Wilson, **Second** by Melton, **"To get quotes."** Clarification was requested. **"To get prices on a sound system so we can allow these people to hear, I think six speakers and microphones up here. I'd like to see a video, I'd like to be able to put videos online, other than just mine and Shane's. I'd like to get quotes on a system."** Motion carried.

E. Township Walking Path: Trustee Wilson discussed quotes for mowing the walking path, treatment for spraying the walking path, and leveling the ground around the Township walking path. It was brought to the Board's attention that we already have a contract to mow the Township property and to spray the walking path.

- F. Ordinance Enforcement and General Grievance: Trustee Wilson discussed that he would like to see more personal contact with the Ordinance Officer, does not like how Shane Fagan was violated under the Ordinance. Trustee Wilson would like Trustee Melton to be the Township Zoning Ordinance Officer. Trustee Counts requested that Trustee Wilson provide his evidence including names and addresses of people that have complained to Trustee Wilson about Zoning Administrator Hohenstein.

CALL TO THE PUBLIC:

John Mills, 1750 Oak Grove Rd.: Spoke about the Oak Grove Rd. sidewalk, Tooley Rd. Park, sound system for the Boardroom.

Curt Hamilton, 1367 Crestwood Ln.: Spoke about Tooley Rd. Park, Shiawassee River contamination, sound system and posting audio on the Township website.

Shane Fagan, 30 Santa Rosa Dr.: Spoke about Tooley Rd. Park.

Tim Boal, 66 Santa Rosa Dr.: Spoke on Santa Rosa Dr. and civil matters.

Andrew Hamm, 14 Santa Rosa Dr.: Spoke on Santa Rosa Dr. and civil matters.

Jordan Lamb, 1312 Edgebrook Dr.: Spoke on Tooley Rd. Park, sidewalks throughout the Township.

Jeff Demaske, 3180 Warner Rd.: Spoke on Tooley Rd. Park.

Shane Fagan, 30 Santa Rosa Dr.: Spoke on agreement with Trustee Wilson to work on the Township property.

Jeff Demaske, 3180 Warner Rd.: Spoke on Tooley Rd. Park.

Andrew Hamm, 14 Santa Rosa Dr.: Spoke on Tooley Rd. Park.

REPORTS:

A. SUPERVISOR:
No report

B. TREASURER:
Treasurer Hohenstein reported on the quarterly report from G2G, collection of taxes

C. CLERK:
No report

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:

Trustee Counts reported on MHOG

H. PLANNING COMMISSION:

See draft minutes

I. ZONING BOARD OF APPEALS (ZBA):

No report

J. WWTP:

Treasurer Hohenstein discussed pump station 70, the modification to the MHOG operating agreement needed due to the new storage buildings MHOG is working on, and a project to fix the clarifier scum drains. **Motion** by Hohenstein, **Second** by Counts, **“Move to accept the quote from Kennedy Industries for \$19,825 for a backup pump for station number 70 as presented.”** Discussion followed. Motion carries.

Motion by Hohenstein, **Second** by Melton, **“Move to accept the modification to the agreement with MHOG as presented.”** Discussion followed. Motion rescinded due to needing more clarification.

Motion by Hohenstein, **Second** by Smith, **“Move to accept the scum drain project from Vince D’Angelo, D’Angelo Brothers, for \$11,971 as presented.”** Motion carried.

H. HAPRA:

No report

I. PROPERTY COMMITTEE:

No report

J. PARK & RECREATION COMMITTEE:

No report. Trustee Wilson inquired as to public comment on the Tooley Road park. It was indicated that public input was sought as part of the Park and Recreation Master Plan.

K. SHIAWASSEE RIVER COMMITTEE:

Supervisor Coddington reported that the Committee have had discussions, EPA report has been received, looking to get a meeting with the Committee members along with the County Drain Commissioner, and EGLE, trying to get an in-depth explanation of the EPA report.

DISBURSEMENTS: REGULAR PAYMENTS AND CHECK REGISTER:

Motion by Hohenstein, **Second** by Melton, **“Move 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.”** Motion carried. The meeting was adjourned at 8:20 pm.

Sue Daus, Howell Township Clerk

Mike Coddington, Howell Township Supervisor

Tanya Davidson, Recording Secretary

HOWELL TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN
RESOLUTION NO. 09.24.541
SEPTEMBER 09, 2024

**RESOLUTION APPROVING CONTINUATION OF SERVICES WITH
HOWELL AREA PARK AND RECREATION AUTHORITY**

WHEREAS, the Howell Area Park and Recreation Authority (hereinafter “HAPRA”) is created under the Michigan Recreation Authority Act 321 of 2000 (hereinafter the “Act”), MCL 123.1131, et al; and

WHEREAS, HAPRA adopted Articles of Incorporation, Fourth Amended – Approved June 20, 2017, pursuant to MCL 123.1135(3); and

WHEREAS, the City of Howell, Oceola Township, Genoa Township, Marion Township and Howell Township are participating municipalities of Howell Area Parks & Recreation Authority; and

WHEREAS, HAPRA proposed a levy on all the participating municipalities to fund HAPRA, which went to the vote of the electors on August 6, 2024.

WHEREAS, the Levy passed in the City of Howell, Oceola Township, Genoa Township, and Howell Township, but failed in Marion Township; and

WHEREAS, if a levy fails to pass in all participating jurisdictions, it does not pass in any jurisdiction, per MCL 123.1141(3); and

WHEREAS, under HAPRA Articles of Incorporation, Fourth Amended, Approved June 20, 2017, provide that if a levy is not approved by the voters, HAPRA shall automatically dissolve unless within 90-days of August 6, 2024 at least 2/3 of participating municipalities pass a Resolution to continue the Authority, please see Article XIII, Financing the Authority, Subsection A.

IT IS THEREFORE RESOLVED that: that Howell Township Board strongly supports and hereby approves continuation of the Howell Area Parks & Recreation Authority, pursuant to the requirements of the Articles of Incorporation of HAPRA, Article XIII, Financing the Authority, Subsection A.

SECTION 2: The Howell Township Clerk shall transmit a fully executed copy of this Resolution to the Clerk of HAPRA, and all other participating municipalities’ Clerks, within 15 days of its Adoption.

I further certify that the following Members were present at said meeting:

And that the following Members were absent:

I further certify that Member, _____, moved for adoption of said resolution, and that Member, _____, supported said motion.

I further certify that the following Members voted for adoption of said Resolution:

And that the following Members voted against adoption of said Resolution:

Mike Coddington, Howell Township Supervisor

I certify that the above is a true copy of Resolution No 09.24.541 adopted by the Howell Township Board at its meeting held on September 09, 2024.

Sue Daus, Howell Township Clerk

Drafted by: John L. Gormley (P53539)
Gormley Law Offices, PLC
Attorney for the Howell Area Park and Recreation Authority
101 East Grand River Avenue
Fowlerville, Michigan 48836
(517) 223-3758

PETITION FOR WRIT OF CERTIORARI

Just as the Freedom of the Press encompasses the concomitant right to purchase paper and ink, the Second Amendment right to keep and bear arms encompasses “closely related acts necessary to [its] exercise,” *Luis v. United States*, 578 U.S. 5, 26 (2016) (Thomas, J., concurring), including the right “to take a gun to a range in order to gain and maintain the skill necessary to use it responsibly,” *New York State Rifle & Pistol Ass’n v. City of New York*, 590 U.S. 336, 365 (2020) (Alito, J., dissenting). Of the three federal courts of appeals to assess restrictions on that concomitant right, two—the Third and Seventh Circuits—have correctly provided it with robust protection, striking down zoning ordinances that “severely limit[]” the right to train, *Ezell v. City of Chicago (Ezell II)*, 846 F.3d 888, 890 (7th Cir. 2017), including by barring the operation of commercial firearm ranges “in areas where firearms practice was otherwise permitted,” *Drummond v. Robinson Twp.*, 9 F.4th 217, 227 (3d Cir. 2021). But the Sixth Circuit, through the divided panel below, upheld Respondent Howell Township’s materially indistinguishable zoning ordinance, concluding that it *did not even implicate* the Second Amendment. As Judge Kethledge explained in dissent, that decision cannot be squared with “the Second Amendment’s text as interpreted by [this] Court,” App.628a (Kethledge, J., dissenting), and the Court should grant review to resolve the conflict it creates between the circuits on this important constitutional issue.

Petitioner Oakland Tactical seeks to construct an outdoor firing range on its property located in the “agricultural residential” district of the Township—a

suitable location for that use, as evidenced by the fact that Respondent permits other similar commercial uses in the district (such as the rock quarry formerly operated on the property in question) and in fact *freely allows* target shooting on the property, so long as it is done privately rather than in a commercial setting. But Respondent’s zoning rules forbid operation of a commercial shooting range on Oakland’s property—and in much of the rest of its jurisdiction—with the result that no commercial range exists in the Township, severely burdening Petitioners’ rights to train with firearms.

Because of the theoretical possibility that a commercial range could be constructed in another zoning district, however, the panel majority rejected Petitioners’ challenge at *Bruen*’s threshold, plain-text stage. The panel refused to define Petitioners’ “proposed course of conduct” as simply “training with firearms that are in common use.” App.614a, 634a. Instead, the panel insisted that Petitioners could prevail only by demonstrating that the Second Amendment’s text protects the right “to train at a commercial facility *anywhere* in the Township.” App.621a (emphasis added). That line of reasoning is flatly contrary to the analysis of the Third and Seventh Circuits, which have correctly explained that zoning rules restricting the location of firearm ranges implicate the Second Amendment even if they fall short of “an outright prohibition of gun ranges,” *Ezell II*, 846 F.3d at 894, because “the presence of ordinary restrictions” that allow the operation of ranges “in some places cannot excuse extraordinary restrictions” that effectively ban them “in others,” *Drummond*, 9 F.4th at 228. It is also inconsistent with the Second Amendment’s text itself, which

protects against laws that “infringe[]” the right to keep and bear arms, U.S. CONST. amend. II, not only laws that ban its exercise entirely.

The panel’s other reason for rejecting Petitioners’ Second Amendment claims—that the Amendment’s textual scope does not encompass the right “to train to achieve proficiency in long-range shooting at distances up to 1,000 yards,” App.623a—fares no better. As the Third and Seventh Circuits have held, four Justices of this Court have stated, and the panel majority itself conceded, App.627a–630a, the Second Amendment’s text necessarily protects *some* right to train with firearms. It necessarily follows that any limitations on that right—such as where ranges may be located and how large they may be—must come *from history*, not from the Second Amendment’s plain text, which quite obviously imposes no such limits whatsoever. The majority’s rejection of Petitioners’ challenge at the plain-text stage conflicts with the decisions of the Third and Seventh Circuits and represents a grievous misunderstanding of the Second Amendment’s text and this Court’s decisions in *Heller* and *Bruen*. Moreover, the conflict is a clean and straightforward one—over whether the plain text protects the right to train with firearms—that this Court can resolve without wading into any thorny factual or historical disputes.

The panel majority’s reasoning, if allowed to stand, would have a deleterious effect not only on the right to train but also on other necessary incidents to the right to keep and bear arms, such as the right to acquire firearms and the right to store firearms in an accessible manner. What is more, the panel majority’s reasoning necessarily imports interest-balancing back

into the Second Amendment analysis by forcing courts to make distinctions at the plain text level that are not present in the plain text. Indeed, the majority *openly acknowledged* that it adopted the approach to the Second Amendment’s textual scope that it did because “no weighing is permitted at *Bruen*’s second step.” App.615a. “Like some ghoul in a late-night horror movie that repeatedly sits up in its grave and shuffles abroad, after being repeatedly killed and buried,” the panel majority’s opinion thus causes interest-balancing to “stalk[] [Second Amendment] jurisprudence once again.” *Lamb’s Chapel v. Ctr. Moriches Union Free Sch. Dist.*, 508 U.S. 384, 398 (1993) (Scalia, J., concurring in the judgment). This Court should grant review to resolve the split between the circuits on this important constitutional issue and ensure continued compliance with a proper understanding of its Second Amendment precedent.

OPINIONS BELOW

The panel opinion of the Court of Appeals is reported at 103 F.4th 1186 and reproduced at App.601a. The order of the District Court granting Respondents’ motion to dismiss is not reported in the Federal Supplement, but it is available at 2023 WL 2074298 and reproduced at App.637a. A previous opinion of the Court of Appeals vacating an earlier order of the District Court dismissing the case and remanding for reconsideration in light of this Court’s decision in *New York State Rifle & Pistol Ass’n v. Bruen*, 597 U.S. 1 (2022), is not reported in the Federal Reporter, but it is available at 2022 WL 3137711 and reproduced at App.1a. The prior order of the District Court granting dismissal is not reported in the Federal Supplement,

but it is available at 2020 WL 5440048 and reproduced at App.18a.

JURISDICTION

The Court of Appeals issued its judgment on May 31, 2024. App.601a. The Court of Appeals denied Petitioners' petition for en banc rehearing on July 8, 2024. App.28a. This Court has jurisdiction under 28 U.S.C. § 1254(1).

CONSTITUTIONAL PROVISIONS AND ORDINANCES INVOLVED

The relevant portions of Amendments II and XIV to the United States Constitution and the Howell Township Zoning Ordinances are reproduced in the Appendix at App.54a–600a.

STATEMENT

I. Howell Township's Zoning Ordinance Effectively Bans Outdoor Shooting Ranges.

Respondent Howell Township regulates approximately 20,000 acres of unincorporated land in Livingston County, Michigan, under the Howell Township Zoning Ordinance ("Ordinance"). The Ordinance divides the land under Respondent's jurisdiction into certain zoning districts and then specifies permitted uses in each district. In general, a use is permitted "only if specifically listed" in the Ordinances. App.117a.

At the time the operative complaint was filed, the Township did not permit outdoor ranges in any district. The Ordinance classifies "rifle ranges" as an "open air business use[]," but it does "not allow Open Air Business Uses, either by right or as a special use,

in any zone in Howell Township.” App.42a. The Ordinance does permit certain recreational facilities in Regional Service Commercial Districts and Heavy Commercial Districts—but not outdoor recreational facilities of any kind, and thus not an outdoor firing range. App.173a, 186–87a. The Ordinance also permits “recreation and sports areas . . . completely enclosed with fences, walls or berms,” App.178a, but only in the Highway Service Commercial District, and only if, in the Township’s judgment, such a use does not “interfere with or interrupt the pattern of development of” enumerated, highway-service-focused uses, App.178a, 282a. The Highway Service Commercial District is a highly developed district that consists of 7 parcels with a total area of less than 30 acres, only a few of which are undeveloped—significantly less space than required for a safe, long-distance rifle range. App.42a, 43a.

In short, the Ordinance in force at the time of the operative complaint effectively foreclosed the operation of an outdoor rifle range anywhere within the Township.

II. The Challenged Provisions of the Zoning Ordinance Prevent Petitioners from Operating or Training at a Shooting Range in the Township.

Petitioners Raines, Remenar, Fresh, Penrod, and Dimitroff are law-abiding citizens who wish to engage in firearms training in the Township for lawful purposes, including self-defense, long-range target shooting, shooting competitions, and hunting. App.32a–37a, 48a–49a. They cannot do so, however, because there is no public shooting range in the Township.

App.32a–37a. Petitioner Oakland Tactical has leased, with an option to purchase, 352 acres of former rock quarry land in the Township, where it planned to build an outdoor shooting range facility for both private and public use, including both a long distance (e.g., 1,000 yard) range for qualified shooters and shorter rifle, shotgun and handgun ranges. App.31a, 32a. These plans were stymied, however, when Respondent’s zoning staff advised Oakland that it “could not apply for a permit for a rifle range located on the property because the Agricultural Residential District [in which the quarry property is located] does not allow open air business uses, shooting ranges, or rifle ranges.” App.45a.

Respondent’s staff recommended that Oakland apply for a text amendment to the Zoning Ordinance to allow shooting ranges in the district at issue. App.45a. But after receiving Oakland’s application, the Township rejected the proposed amendment, maintaining the effective ban on outdoor shooting ranges. App.45a–47a.

While this case was ongoing, Respondent amended the Ordinance to “remove[] rifle ranges from the definition of ‘open air business uses,’ and explicitly define[] ‘[i]ndoor recreation facilities’ and ‘[o]utdoor recreation facilities’ to include ‘sport shooting ranges,’” which are purportedly permitted in districts such as “a new ‘Industrial Flex Zone.’” App.607a; *see* App.577a–78a. But the amended Ordinance continues to prohibit the operation of an outdoor range on Oakland’s land and, on information and belief, as a practical matter likely anywhere else in the Township. That is so despite the fact that the operation of a shooting range is otherwise compatible with types of

uses allowed on land in Oakland’s district, which include “agribusinesses,” App.604a, such as the rock quarry that was formerly operated on Oakland’s parcel, App.32a. Indeed, Respondent has at all times throughout the township *freely allowed* property owners to shoot on their own land as an “accessory use,” even though it does not allow such firearms training in a commercial setting. App.618a.

III. The Proceedings Below.

1. Petitioners brought suit in the U.S. District Court for the Eastern District of Michigan on November 2, 2018, challenging Howell Township’s de facto ban on outdoor rifle ranges as a violation of the Second Amendment right to train with commonly possessed firearms, which is applicable to the Township under the Fourteenth Amendment. The district court had jurisdiction under 28 U.S.C. §§ 1331 and 1343. Respondent moved to dismiss the case, and Petitioners cross-moved for summary judgment.

On September 10, 2020, the district court granted the motion to dismiss. It found—without any evidence, and on a motion to dismiss—that Petitioners’ allegation that Respondent “effectively ban[s] all firearm ranges within the township” had “no plausibility,” because Oakland sought approval for its firearm range by way of a text amendment—the precise method Respondent’s own staff advised—rather than through “seeking conditional rezoning” or “applying for a special use permit.” App.25a (cleaned up). And the court concluded that there were “no cases that support the proposition” that “a municipality must permit a property owner (or a property lessee) to construct, and for interested gun owners to use, an

outdoor, open-air, 1,000-foot shooting range.” App.23a–25a.

2. Petitioners appealed. While the appeal was pending before the Sixth Circuit, this Court published its decision in *Bruen*, holding that the Second Amendment protects the right to carry firearms in public and clarifying that Second Amendment claims must be assessed solely based on the provision’s text and history. 597 U.S. at 24, 32–33. On August 5, 2022, the Sixth Circuit vacated the district court’s judgment and remanded “to allow the district court to consider the plausibility of Oakland Tactical’s Second Amendment claim in light of the Supreme Court’s recent decision” in *Bruen*. App.2a.

3. The district court, after ordering additional briefing, reaffirmed its decision to grant Respondent’s motion to dismiss. The court rejected Petitioners’ argument that the “proposed course of conduct” for purposes of *Bruen*’s plain-text inquiry was simply “training with firearms,” determining instead that “the proposed conduct is best summarized as construction and use of an outdoor, open-air, 1,000-[yard] shooting range.” App.641a, 642a. And, the court held, “*that* conduct is clearly not covered by the plain text of the Second Amendment” because “the plain text of the Amendment says nothing about long-range firing or even, for that matter, training more broadly.” App.646a. Because the court concluded that the plain text did not cover Petitioners’ proposed conduct, it declined to consider the nation’s historical tradition of firearm regulation.

4. Petitioners again appealed, and on May 31, 2024, a divided panel of the Sixth Circuit affirmed.

Like the district court, Judge White’s lead opinion for the panel majority refused to define the “proposed course of conduct” as “training with firearms that are in common use.” App.613a–614a. Instead, it concluded that “two proposed courses of conduct” were at issue: “(1) engaging in commercial firearms training in a particular part of the Township; and (2) engaging in long-distance firearms training within the Township.” App.619a. This gerrymandered definition of the proposed conduct was appropriate, the majority reasoned in part, since “[p]ost-*Bruen*, . . . the proposed conduct must be . . . defined with greater attention and precision because . . . if the conduct is protected, no weighing is permitted at *Bruen*’s second step.” App.615a.

The panel then concluded that neither proposed course of conduct was protected by the Second Amendment’s text. Judge White’s lead opinion granted that “at least some training is protected” by the Second Amendment “because it is a necessary corollary to the right defined in *Heller*.” App.609a. And it further acknowledged 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.” App.620a n.7. But it held that the text of the Second Amendment does not “extend[] to training in a particular location or at the extremely long distances Oakland Tactical seeks to provide.” App.620a.

Judge Cole concurred. He agreed with the lead opinion’s definition of the conduct at issue and its conclusion that the Second Amendment’s text does not protect it, but he declined to take a position on

“whether the Second Amendment protects the right to train” at all. App.626a.

5. Judge Kethledge dissented. He concluded that “as a matter of precedent and common sense, the Second Amendment’s text covers a right to train with firearms,” and that because Petitioners “seek to train with weapons in common usage—namely pistols, shotguns, rifles, or some combination thereof,” “their conduct is presumptively protected under the Second Amendment.” App.630a, 631a. The panel majority erred, Judge Kethledge explained, in deeming Petitioners’ proposed conduct outside the Second Amendment’s textual scope “on the ground that the plaintiffs seek to train ‘at a particular location,’ ” since “[t]he Second Amendment’s text makes no distinctions as to place” whatsoever—and thus “the circumstance of place is relevant to the second step of [*Bruen*’s] analysis, not the first.” App.633a–34a.

Petitioners sought further review by the en banc Sixth Circuit, but on July 8, 2024, their petition for en banc rehearing was denied. App.29a.

REASONS FOR GRANTING THE WRIT

I. **The Circuit Courts of Appeals Are in Conflict over Whether the Second Amendment Presumptively Protects Against Restrictions Burdening the Right to Train with Common Firearms.**

The circuit courts have split 2-1 over the question presented: the Third and Seventh Circuits have correctly interpreted the Second Amendment to protect the right to train with firearms in common use, while the Sixth Circuit, in the decision below, adopted a contorted approach to *Bruen*’s plain-text inquiry

effectively establishing that restrictions on training with common firearms do not necessarily even implicate the Second Amendment. This Court should grant review to resolve the conflict among the circuits over this important aspect of the Second Amendment right.

A. The Third and Seventh Circuits Have Squarely Held that the Second Amendment Protects the Right to Train with Common Firearms.

Both of the other courts of appeals to have addressed the question presented have reached conclusions that are irreconcilable with the panel decision below—correctly interpreting the Second Amendment as necessarily protecting the right to train with common firearms and correctly invalidating restrictions on that right as unconstitutional.

In *Drummond*, just as in this case, a township zoning restriction precluded the plaintiff—a would-be shooting range operator—from operating a commercial shooting range on a particular parcel of land. 9 F.4th at 223–24. The township in *Drummond* imposed two zoning rules on the class of commercial districts where the plaintiff’s parcel was located: a rule restricting the operation of shooting ranges to “nonprofit entit[ies]” and a rule restricting ranges to “rim-fire rifle practice,” to the exclusion of “center-fire rifle practice.” *Id.* at 224 (brackets omitted). But outside that particular class of commercial districts, the town “left intact . . . permissive rules governing gun ranges in [other] districts.” *Id.*

The Third Circuit concluded that the zoning ordinance impinged upon conduct protected by the Second Amendment’s text and history. The right to keep

and bear arms in common use, the court concluded, “implies a corresponding right to acquire and maintain proficiency with common weapons.” *Id.* at 227 (cleaned up). And in a historical analysis that *Bruen* cited as exemplary of the type of analogical reasoning required under the Second Amendment, 597 U.S. at 30, the Third Circuit concluded that neither Founding- nor Reconstruction-Era history supported restrictions barring the “commercial operation of gun ranges” facilitating “training with common weapons in areas where firearms practice was otherwise permitted,” *Drummond*, 9 F.4th at 227. While history supported some ability of governments to restrict firearm “purchase and practice to zoning districts compatible with those uses,” “the presence of ordinary restrictions in some places cannot excuse extraordinary restrictions in others.” *Id.* at 228.

Drummond closely followed the analysis of the other court of appeals to address restrictions on gun ranges, the Seventh Circuit’s decisions in the *Ezell* case. In *Ezell v. City of Chicago (Ezell I)*, the court analyzed the text and history of the Second Amendment and concluded that both the plain text of the Amendment and the decision in *Heller* compelled the conclusion that “[t]he right to possess firearms for protection implies a corresponding right to acquire and maintain proficiency in their use.” 651 F.3d 684, 704 (7th Cir. 2011). After all, the right to keep and bear arms “wouldn’t mean much without the training and practice that make it effective.” *Id.* The Seventh Circuit thus directed that Chicago’s ban on any firearm ranges in city limits be preliminarily enjoined and remanded to the district court for further proceedings. *Id.* at 715.

“Chicago responded” to the Seventh Circuit’s decision “by promulgating a host of new regulations governing firing ranges, including zoning restrictions, licensing and operating rules, construction standards, and environmental requirements.” *Ezell II*, 846 F.3d at 891. Two of the newly enacted zoning regulations “allow[ed] gun ranges only as special uses in manufacturing districts” and “prohibit[ed] gun ranges within 100 feet of another range or within 500 feet of a residential district, school, place of worship, and multiple other uses”—with the combined effect that “only about 2.2% of the city’s total acreage [was] even theoretically available to site a shooting range.” *Id.* at 890, 894. The Seventh Circuit held those restrictions unconstitutional, too. Given evidence that “in other jurisdictions shooting ranges are treated as commercial uses,” the court held that “banishing them to a tiny subset of the land zoned for manufacturing reduces their commercial viability” and thus “severely restrict[s] the right of Chicagoans to train in firearm use at a range.” *Id.* at 894. Because the city failed to justify that severe restriction (under the second, means-ends scrutiny inquiry that courts mistakenly applied in Second Amendment cases before *Bruen*), the Seventh Circuit concluded that “[t]he manufacturing-district and distancing restrictions are unconstitutional.” *Id.* at 896.

B. The Decision Below, By Contrast, Effectively Exempts Restrictions on Training from Second Amendment Challenge.

The reasoning and result of the panel majority in this case are irreconcilable with the decisions from the Third and Seventh Circuits. The decision below

conflicts with *Drummond* from the ground up, beginning with the two courts' framing of the Second Amendment conduct at issue. The panel majority here adopted a bizarre description of Petitioners' proposed conduct, narrowly defined in terms of the particular range Oakland sought to construct: "the commercial operation of a 1,000-yard range." App.622a. And it concluded that there was no textual or "historical evidence" that "the plain text of the Second Amendment covers [this] formulation of Plaintiffs' proposed course of conduct." App.623a. That analysis is flatly inconsistent with the Third Circuit's in *Drummond*. While one of the zoning rules in *Drummond* training with center-fire rifles in particular, the Third Circuit did not ask for textual evidence that the Second Amendment specifically protects the right to train with that particular sub-type of firearm. Rather, it framed the question as whether the Constitution protects "training with common weapons"—correctly explaining that because the Second Amendment's scope "include[s] arms in common use," it necessarily "implies a corresponding right to acquire and maintain proficiency with common weapons." 9 F.4th at 227 (cleaned up).

The Sixth and Third Circuits also conflict in their treatment of the theoretical availability of land elsewhere in the jurisdiction for the construction of a range. The majority below treated the rules purportedly allowing the construction of a range "in other districts" as effectively fatal to Petitioners' challenge, requiring Petitioners to show on this basis that the Second Amendment's text guarantees the right "to train commercially *anywhere within the Township*." App.622a (emphasis added). The *Drummond* court, by contrast, explained that "the presence of ordinary

restrictions in some places cannot excuse extraordinary restrictions in others,” and accordingly held that the proper question is whether the Second Amendment protects against “regulations barring training with common weapons in areas where firearms practice [is] otherwise permitted.” 9 F.4th at 227, 228. That description perfectly captures Petitioner’s land in this case, given that the Township freely allows firearms practice *on that land* “as an accessory use,” rather than as part of a commercially operated range. App.618a. The ultimate result is that the Third Circuit correctly held that the zoning restrictions there plainly regulated conduct protected by the Second Amendment—while if it had adopted the majority’s approach here, it necessarily would have “immuniz[ed] the Township’s atypical rules” from Second Amendment challenge altogether and thereby “relegate[d] the Second Amendment to a ‘second-class right’—the precise outcome the Supreme Court has instructed us to avoid.” *Drummond*, 9 F.4th at 229 (quoting *McDonald v. City of Chicago*, 561 U.S. 742, 780 (2010) (plurality)).

The panel majority scarcely acknowledged *Drummond* at all, suggesting only that its reasoning was emblematic of a looser analysis that might have been acceptable pre-*Bruen* when interest balancing would ultimately dispose of most cases anyway. App.615a. But while it is true that *Drummond* went on to apply a tiers of scrutiny analysis, *Bruen* in no way undermined *Drummond*’s analysis of text and history. To the contrary, *Bruen* explained that “[s]tep one of the [formerly] predominant framework”—the text-and-history step—was “broadly consistent with *Heller*,” 597 U.S. at 19, and it cited *Drummond*

approvingly when explaining how to engage in “analogical reasoning under the Second Amendment,” *id.* at 30. Nothing in *Bruen* mitigates the square split the panel majority has created with the Third Circuit.

Neither can the decision below be reconciled with the Seventh Circuit’s decisions in *Ezell*. That court squarely held in *Ezell I*, based on “a textual and historical inquiry into original meaning,” that the Second Amendment extends to the “right to acquire and maintain proficiency in the[] use” of firearms. 651 F.3d at 701, 704. And *Ezell II*, like *Drummond*, is contrary to the reasoning below in both of the aspects just noted. The Seventh Circuit framed the conduct at issue as the “right to acquire and maintain proficiency in firearm use through target practice at a range,” not the right to engage in range shooting specifically within 100 feet of another range or 500 feet of a residential area, “school, day-care facility, place of worship, liquor retailer, children’s activities facility, library, museum, or hospital.” *Ezell II*, 846 F.3d at 891, 892. And the court declined to accord dispositive significance to the fact that shooting ranges were still permitted “in manufacturing districts,” *id.* at 890—asking not whether the plaintiffs have a right “to train commercially *anywhere* within the [city].” App.622a. (emphasis added).

Had the Seventh Circuit applied the panel’s “anywhere in the [city]” reading of Petitioners’ claims, it presumably *would have upheld* Chicago’s zoning ordinance. Yet the majority below did not defend, address, or *even acknowledge* the square conflict it was creating with the Seventh Circuit. This Court should grant the writ to resolve the 2-1 division in the Courts of Appeals created by the panel below.

C. This Case Is an Ideal Vehicle for Resolving the Circuit Conflict over the Question Presented.

This case provides the Court with the perfect opportunity to resolve this conflict between the circuits. Because the panel majority rejected Petitioners’ challenge at the plain-text stage of the *Bruen* inquiry, this Court may resolve the split by deciding a clean and straightforward question of law—whether the plain text protects the right to train with firearms—without wading into the more granular inquiry whether the Township’s particular use restrictions are “consistent with the Nation’s historical tradition of firearm regulation,” *Bruen*, 597 U.S. at 24, which may be left for the lower courts on remand. Moreover, because Petitioners’ complaint includes a claim for damages, App.51a, there is no danger that the Court will grant review only to have the city alter its zoning rules in a way that moots the case and evades the Court’s review.

II. The Panel Majority’s Decision Conflicts with This Court’s Decisions in *Heller* and *Bruen*.

In addition to creating a split with the Third and Seventh Circuits, the majority decision below is also in fundamental conflict with this Court’s Second Amendment precedents in three independent ways.

A. First, the panel’s decision conflicts with this Court’s decisions plainly teaching that the Second Amendment protects the right to train with commonly possessed firearms.

The Second Amendment states: “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*, this Court explained that to “keep arms” means simply to “have weapon” and to “bear arms” means “carrying . . . weapon[s] . . . for the purpose of ‘offensive or defensive action.’ ” 554 U.S. 570, 582–84 (2008). But *Heller* also signaled that the “plain text” of the Amendment protects more than just those activities it mentions explicitly; it also extends to protect activities that are implicit in its text. For example, the right “to bear arms implies something more than the mere keeping [of arms]; it implies learning to handle and use them in a way that makes them ready for their efficient use’ ”—in other words, to *train* with them. *Id.* at 617–18 (quoting THOMAS M. COOLEY, A TREATISE ON THE CONSTITUTIONAL LIMITATIONS 271 (1868)).

Four Justices have since reaffirmed this point. In *Luis v. United States*, Justice Thomas’s concurrence explained that because “[c]onstitutional rights . . . implicitly protect those closely related acts necessary to their exercise,” the “right to keep and bear arms . . . implies a corresponding right . . . to acquire and maintain proficiency in their use”—a right without which “the Second Amendment would be toothless.” 578 U.S. at 26–27 (Thomas, J., concurring) (cleaned up). And in his dissenting opinion in *New York State Rifle & Pistol Ass’n v. City of New York*, Justice Alito—joined by Justices Gorsuch and Thomas and joined in pertinent part by Justice Kavanaugh—similarly concluded that a “necessary concomitant” of “the right to keep a handgun in the home for self-defense” is the right “to take a gun to a range in order to gain and maintain the skill necessary to use it responsibly.” 590 U.S. at 364–

65 (Alito, J., dissenting); *id.* at 340 (Kavanaugh, J., concurring).

To be sure, the Second Amendment does not contain the word “train”—just as it does not in terms protect the right to *acquire* a firearm, to keep and carry firearm *ammunition*, or to keep a firearm in a state that is “operable for the purpose of immediate self-defense.” *Heller*, 554 U.S. at 635. Yet the plain text of the Amendment protects against restraints on all of these “necessary concomitant[s]” of the enumerated right, *New York Rifle & Pistol Association*, 590 U.S. at 364 (Alito, J., dissenting), because it guarantees that the right to keep and bear arms may not be “infringed,” U.S. CONST. amend. II—that is, it may not be “hinder[ed],” *Infringe*, SAMUEL JOHNSON, A DICTIONARY OF THE ENGLISH LANGUAGE (1755), “curtailed, or broken in upon, in the smallest degree,” *Nunn v. Georgia*, 1 Ga. 243, 251 (1846) (quoted approvingly by *Heller*, 554 U.S. at 612). And just as a restriction on acquiring paper and ink would “abridge” the right to “freedom of . . . the press,” U.S. CONST. amend. I, a restriction on range training “infringe[s]” the “right of the people to keep and bear Arms,” *id.* amend. II, by rendering it “toothless,” *Luis*, 578 U.S. at 27 (Thomas, J., concurring). As Judge Kethledge explained in dissent below, “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,” and since “[t]raining with firearms is obviously necessary to using them effectively[,] restrictions on training can therefore hinder the right to bear arms.” App.630a (Kethledge, J., dissenting).

Heller's interpretation of the Second Amendment's prefatory clause—which may be used to “resolve an ambiguity in the operative clause,” *Heller*, 554 U.S. at 577—provides further confirmation that training is protected by the Amendment's plain text. *Heller* explained that “the militia was thought to be ‘necessary to the security of a free State’ ” because “when the able-bodied men of a nation are trained in arms and organized, they are better able to resist tyranny.” *Id.* at 597–98 (emphasis added). Additionally, “the adjective ‘well-regulated’ implies nothing more than the imposition of proper discipline and training.” *Id.* at 597 (quoting Va. Declaration of Rights § 13 (1776), in 7 FEDERAL AND STATE CONSTITUTIONS COLONIAL CHARTERS, AND OTHER ORGANIC LAWS OF THE STATES, TERRITORIES, AND COLONIES NOW OR HERETOFORE FORMING THE UNITED STATES OF AMERICA 3812, 3814 (Francis Newton Thorpe ed., 1909) (referring to “a well-regulated militia, composed of the body of the people, trained to arms”)). And these are not just historical concerns. In the run up to the enactment of the Gun Control Act of 1968, for example, a Congressional committee recognized that widespread firearm training was “a valuable national asset,” because “preinduction firearms training produces more capable and effective soldiers.” S. Rep. No. 89-1866, at 8–9 (1966).

This Court's precedents accordingly leave no room for doubt that the Second Amendment's plain text protects the right to train with arms in common use. Yet the decision below effectively guts this right, establishing that the government may infringe it in any way it pleases, short of a formal, absolute ban. For by construing Petitioner's proposed course of conduct as the “right . . . to train . . . anywhere in the

Township”—and, so construed, by rejecting that conduct as “not protected by the plain text of the Second Amendment,” App.621a, 622a—the majority decision *exempts* restrictions on range training from constitutional challenge altogether, so long as the government theoretically allows ranges to be constructed on some minuscule parcel of land *somewhere*, no matter how inconvenient or commercially unviable. The Court would not countenance that approach in the context of any other enumerated constitutional right, and it should not allow the Sixth Circuit to once again demote the Second Amendment to “a second-class right, subject to an entirely different body of rules than the other Bill of Rights guarantees.” *McDonald*, 561 U.S. at 780 (plurality).

B. The panel majority also conflicts with this Court’s precedent in the way that it conducts the inquiry into the meaning and scope of the Second Amendment’s text. As noted above, the panel adopted a description of Petitioners’ proposed course of conduct that narrowed it into oblivion: “the right to commercially available sites to train to achieve proficiency in long-range shooting at distances up to 1,000 yards.” App.623a. And it then concluded that this conduct was “not protected by the plain text of the Second Amendment” because there was no textual evidence that “the right extends to training in a particular location or at the extremely long distances Oakland Tactical seeks to provide.” App.620a, 622a. It should be noted that the panel majority’s analysis was contrary to the allegations in Petitioners’ complaint, which made clear that Oakland wishes to construct, and the individual Petitioners wish to train at, a facility that includes *both* a long distance (e.g., 1,000 yard) range *and*

shorter rifle, shotgun, and handgun ranges. App.32a. But even leaving that point to the side, the panel majority’s method of analysis cannot be squared with *Bruen*.

Bruen instructs that at the first stage of the Second Amendment inquiry, courts must ask whether “the Second Amendment’s plain text covers an individual’s conduct.” 597 U.S. at 24. It does, for the reasons discussed above. And because the Amendment itself draws no textual limitations on that right, Petitioners’ proposed conduct is presumptively protected, and the textual stage of the inquiry is at an end.

Put differently, the Second Amendment’s text protects as “a necessary concomitant” the right “to take a gun to a range in order to gain and maintain the skill necessary to use it responsibly.” *New York State Rifle & Pistol Association*, 590 U.S. at 364–65 (Alito, J., dissenting). And that general, presumptive right to take a gun to a range *necessarily includes* the more specific conduct of taking it to “commercially available sites to train to achieve proficiency in long-range shooting at distances up to 1,000 yards,” App.623a—just as “the individual right to possess and carry weapons” necessarily included Heller’s right to own his particular handgun at his own particular home address, 554 U.S. at 592, and just as the “right to ‘bear’ arms in public” necessarily included the rights of Koch and Nash to carry whatever particular firearms they owned on the particular streets, sidewalks, and other public places in New York City they wished to traverse, *Bruen*, 597 U.S. at 33. So long as an individual is part of “the people” and seeks to keep or carry “bearable arms,” any limits that may exist on that *specific individual’s exercise* of the general right

protected by the Second Amendment must come from history, not text. And thus any dispute over those limits “are unanswerable at step one precisely because our lodestar for that step—the Second Amendment’s text—has nothing to say about them.” App.635a (Kethledge, J., dissenting).

The panel majority asserted that it was in fact following *Bruen*, which, in its telling, offered a narrower reading of the petitioners’ proposed conduct that “incorporated the purpose and location of the plaintiffs’ desired action”: “‘carrying handguns publicly for self-defense.’” App.616a (quoting *Bruen*, 597 U.S. at 32). But in fact, “*Bruen* refutes the majority’s analysis rather than supports it.” App.634a (Kethledge, J., dissenting). While *Bruen* defined the petitioners’ proposed *conduct* as carrying firearms in public, the Court did not find that activity protected by the Second Amendment because the text of the Second Amendment specifically covers carrying firearms in public. To the contrary, *Bruen* found the plain text implicated because that text covers carrying firearms *generally*, and “[n]othing in the Second Amendment’s text draws a home/public distinction.” 597 U.S. at 32. Similarly in this case, once it is granted that the plain text covers training at all (as the panel majority in fact conceded), nothing in the plain text draws any distinctions as to where that training may take place or how extensive a range may be constructed. Again, any such distinctions must come from history, not text.

The panel majority’s reasoning essentially imports interest-balancing back into the Second Amendment—a point the majority *all but acknowledges*. Without any text from which to draw distinctions, the panel’s approach invites future courts to engage in the

very inquiry *Bruen* prohibited: asking how much individuals really *need* to train in a certain location or in a certain manner. The majority recognized *and embraced* that result. While hewing to a literal reading of the Second Amendment’s text may have made sense when “the Second Amendment right could be balanced against an analysis of the rationale and effect of the regulation,” the majority reasoned, after *Bruen* courts must define the Second Amendment’s text “with greater attention and precision,” because “no weighing is permitted at *Bruen*’s second step.” App.615a. But as this Court has repeatedly insisted, “[c]onstitutional rights are enshrined with the scope they were understood to have when the people adopted them, whether or not future legislatures or (yes) even future judges think that scope too broad.” *Heller*, 554 U.S. at 635. A court’s role is not to define the Second Amendment’s text “more narrowly,” with “greater attention and precision,” App.614a, 615a, but rather to give the Amendment’s terms their fair import as originally understood. The majority’s contrary approach departed from this Court’s clear instructions.

C. Finally, the panel’s decision conflicts with this Court’s precedent discussing the Second Amendment’s historical scope. As discussed, the right to train with firearms is a “necessary concomitant” of the right of the people to keep and bear arms. *New York Rifle & Pistol Association*, 590 U.S. at 364 (Alito, J., dissenting). And it follows from this that the scope of the right to train with firearms must track the scope of the right to keep and bear them. Importantly here, that means that because the right to have arms in the home and carry arms in public extends to all “arms in common use at the time for lawful purposes,” *Heller*, 554 U.S.

at 624 (cleaned up), the right to firearm training *must likewise* extend to training with those arms in the way they are designed to be used.

That provides the answer to a question that unnecessarily vexed the panel below: whether the right to engage in firearm training extends to “shooting at distances up to 1,000 yards.” App.623a. Under the text and history of the Second Amendment, the appropriate length of available shooting ranges must be dictated not by the Amendment’s text (which quite obviously does not speak to the issue at all) or by the distance achieved by marksmen at the Founding, *see id.*, but rather by the effective range *of the firearms that are commonly possessed by law-abiding Americans*. And since firearms in common use for lawful purposes have an effective range that extends to 1,000 yards, there is no basis for concluding that training at that distance is “extrem[e],” “[un]necessary,” or “not protected by the plain text of the Second Amendment.” App.622a–623a. Indeed, the long-existing Civilian Marksmanship Program, run by a congressionally chartered entity dedicated to promoting firearm marksmanship in civilians, includes long-distance Precision Rifle Shooting type events with distances of up to 1,000 yards. *See, e.g.*, CMP Highpower Rifle Competition Rules at 4, CIVILIAN MARKSMANSHIP PROGRAM (2024), <https://bit.ly/46JgHqr>.

The panel majority concluded otherwise only by seriously misunderstanding what this Court said in *Heller* about the scope of the Second Amendment. *Heller*, the majority thought, held not only that the right to keep and bear arms *extends* to armed self-defense, but also that the right *is limited* to the purpose of self-defense: that the Second Amendment solely protects,

in language the panel quoted over and over again like some mantra, the right to “ ‘possess and carry weapons *in case of confrontation.*’ ” App.626a (emphasis added) (quoting *Heller*, 554 U.S. at 592). Because the majority found it “difficult to imagine a situation where accurately firing from 1,000 yards would be necessary to defend oneself,” it concluded that “the ability to train at such distances is [not] necessary to effectuate Plaintiffs’ Second Amendment right to keep and bear arms ‘in case of confrontation.’ ” App.622a–23a (quoting *Heller*, 554 U.S. at 592).

That analysis is fundamentally inconsistent with *Heller*. Yes, *Heller* rejected the District of Columbia’s argument that the Second Amendment “protects *only* the right to possess and carry a firearm in connection with militia service,” instead establishing that it *also* protects “the individual right to possess and carry weapons in case of confrontation.” 554 U.S. at 577, 592 (emphasis added). But while *Heller* thus made clear that “self-defense” was “the *central component* of the right,” *nothing* in that opinion, or in any of this Court’s other Second Amendment precedents, supports the notion that the Second Amendment protects the right to keep and bear arms *only* if done for the purpose of self-defense. *Id.* at 599. To the contrary, *Heller* discusses two other (by no means exclusive) purposes: “hunting” and “prevent[ing] elimination of the militia”—the very “purpose for which the right was codified.” *Id.* And critically, *Heller* repeatedly describes the Second Amendment as generally protecting the right to keep and bear arms for *all* “traditionally lawful purposes, *such as* self-defense.” *Id.* at 577 (emphasis added); *see also id.* at 624 (“The traditional militia was formed from a pool of men bringing arms ‘in

common use at the time’ for lawful purposes like self-defense”); *id.* at 625 (“the Second Amendment does not protect those weapons not typically possessed by law-abiding citizens for lawful purposes, such as short-barreled shotguns. *That accords with the historical understanding of the scope of the right.*” (citation omitted) (emphasis added)).

The panel majority’s mistake is a grievous one, and it threatens not only to effectively obliterate the right to train with firearms but also to erode the right to keep and bear arms itself. For if these rights exist only “in case of confrontation,” with confrontation construed as limited to personal self-defense, then courts must assess even a ban on keeping certain firearms in the home *not* by asking, as *Heller* instructed, whether the banned arms are “typically possessed by law-abiding citizens for lawful purposes,” *id.*, but rather whether possession of those particular arms “is necessary for the effective exercise of the right to keep and bear arms for self-defense,” App.623a. And similarly, courts would presumably need to assess restrictions on carrying arms in certain public places *not* by determining whether “this Nation’s historical tradition of firearm regulation” supports the restriction, as *Bruen* directs, 597 U.S. at 17, but rather by determining whether going armed in that particular place “is necessary,” in the court’s own estimation, “to effectuate [the] Second Amendment right to keep and bear arms in case of confrontation,” App.622a–23a (cleaned up). In this way, too, the decision below resurrects precisely the approach that *Bruen* repudiated: a “‘judge-empowering interest-balancing inquiry’” that subordinates the Second Amendment “‘to future judges’

assessments of its usefulness.’ ” 597 U.S. at 22, 23 (quoting *Heller*, 554 U.S. at 634).

III. The Question Presented Is Exceptionally Important.

The question presented in this case is one of fundamental import that should be decided by this Court. The Second Amendment right to keep and bear arms itself is a “true palladium of liberty,” *Heller*, 554 U.S. at 606, “among those fundamental rights necessary to our system of ordered liberty,” *McDonald*, 561 U.S. at 778. And this “right wouldn’t mean much without the training and practice that make it effective.” *Ezell I*, 651 F.3d at 704. Indeed, even the panel majority was forced to concede that “firearms training is necessary to the effective exercise of Second Amendment rights,” App.610a—though the framework it adopted and applied to protect that right effectively empties it of any meaning. The enduring significance of the question presented would thus, standing alone, justify this Court’s intervention.

But there is more: the decision below, and the conflict it creates over the judicial assessment of restrictions on the right to train, necessarily carries important implications for other “necessary concomitant[s]” of the right to keep and bear arms. *New York State Rifle & Pistol Association*, 590 U.S. at 364 (Alito, J., dissenting). That right is quite plainly “infringed,” U.S. CONST. amend. II, not only by restrictions on firearm training but also by laws burdening other “action[s] intimately and unavoidably connected with [it],” such as the right to acquire firearms and the “right to obtain the bullets necessary to use them,” *Luis*, 578 U.S. at 26 (Thomas, J., concurring) (cleaned

up). Without adequate “protection for these closely related rights, the Second Amendment would be toothless.” *Id.* at 27. Yet the panel majority makes clear that its restrictive approach to assessing restrictions on the right to train with firearms *also* applies to other “implied corollary rights,” App.618a, such that challengers seeking to vindicate other concomitant rights such as the right to purchase firearms are likely to see their Second Amendment claims rejected at the threshold wherever the majority’s approach prevails.

Following *Heller*, for nearly fourteen years the courts of appeals resisted this Court’s precedent and failed to adequately protect the “balance . . . struck by the traditions of the American people” when they codified the right to keep and bear arms in our highest law. *Bruen*, 597 U.S. at 26. If this Court does not grant review and correct the errors in the panel majority, history may well repeat itself.

CONCLUSION

For the reasons set forth above, the Court should grant the petition for writ of certiorari.

August 16, 2024

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QUOTATION

7-C



**American Video
Transfer Inc**

~ Estb. 1988 ~

Prepared by Matt Eckman
American Video Transfer Inc.
Brighton, MI 48116
810.227.5001

Customer:	Howell Twp.
Quote #	7680
Date:	09/07/2024
Expire	60 Days

Council Room Hearing Assist Audio System (No Amplification)

Description	QTY	Brand	Model	Price	Total
12 Microphone System - Wireless	1	VocoPro	BOOST-ACAPPELLA-12	\$ 1,585.00	\$ 1,585.00
Hear Assist - FM with (4) receivers / (2) neck loops / rechargeable batteries	1	Williams AV	FM 558 PRO	\$ 2,900.00	\$ 2,900.00
Equipment Rack	1	Generic		\$ 150.00	\$ 150.00
Mis supply /path cords / mileage	1			\$ 200.00	\$ 200.00
PDU rack power strip	1	any		\$ 45.00	\$ 45.00
LABOR - Complete installation / testing / training					\$ 1,900.00
Onsite Service Contract - 1 yr	1				Included

System Price \$ 6,780.00

Additional Options - Estimates Only

Description	Total
Add Sound Deadening - 342 Square feet Installed - Qty 19 3x6 panels 2" thick, z clip install, includes shipping	\$ 15,000.00
Add PA System w/ Allen & Heath Digital Mixer	\$ 5,800.00

Wireless Mics



Hearing Assist



Rack



This item will be used for multiple agenda items. Please refer to agenda item numbers added on the side.

Howell Township Treasurer

From: Bob Wilson [REDACTED] >
Sent: Wednesday, September 4, 2024 11:44 PM
To: Howell Township Assessor; Howell Township Clerk; Howell Township Supervisor; WHMI News; Howell Township Treasurer
Subject: Agenda Items for 9-9-24 Board meeting.

8-F

1. American legion parking lot violation. Veterans to attend meeting. Is state owned land twp jurisdiction? What happened to complaint based ordinance twp? Supervisor is now patrolling violations? Twp picked the wrong person for ordinance officer.

7-E

2. Vess drain? Any word or plans? Going to the drain commission? Someone going to do something about Doris Morris's culvert put in wrong and made into a dam?, not to code and flooding 5 neighboring properties and the road itself when it rains alot? Use some of that 1.2 mil to permazyne Brewer rd? Because Coddington can't keep his word and make Vess stop draining his gutter water to the street as a safety violation like he said he would?

3. Cemetary drain project. [REDACTED]

Pioneer Cemetery project will not be added to the agenda per Township Supervisor.

8-A

4. Carol in office. Few meetings ago asked for additional money, \$8K annually? to train her replacement. Is this a forever thing? Even after the training is over? Isn't the money she gets from the other 2 jobs she is ignoring at the time enough, that she gets paid for whether she is doing them or not? On another payroll note.. Please explain when the salary plus hourly pay kicks in as last yr Hohenstein collected an additional \$18k for hourly pay? What is Hohenstein's expected income to be for 2024 if his salary is 104k , what is the hourly going to be approx?

REVENUE AND EXPENDITURE REPORT FOR HOWELL TOWNSHIP					
BALANCE AS OF 06/30/2024					
% FISCAL YEAR COMPLETED : 100.00					
GL NUMBER	DESCRIPTION	2023-2024 BUDGET	YTD BAL 06/30/2024	% Bdgt Used	Comments
FUND: 101 GENERAL FUND					
REVENUES					
101-000-402.000	GEN FUND PROPERTY TAXES	393,000.00	397,204.57	101.07	
101-000-403.000	GEN FUND ACT 7 TAXES	38,000.00	39,325.83	103.49	2024 will be final year
101-000-420.000	GEN FUND DELINQ PERSONAL TAXES	2,000.00	3,316.68	165.83	
101-000-452.000	GEN FUND RIGHT OF WAY FEES	5,000.00	14,793.58	295.87	
101-000-476.000	GEN FUND LICENSE & PERMIT FEES	12,000.00	11,460.00	95.50	
101-000-476.001	GEN FUND CABLE TV FRANCHISE FEES	77,500.00	70,768.27	91.31	Streaming Services
101-000-476.002	GEN FUND TRAILER FEES	1,500.00	1,877.00	125.13	
101-000-476.003	GEN FUND DOG LICENSE FEES	50.00	49.50	99.00	
101-000-573.000	GEN FUND LOCAL COMMUNITY SHARING	80,000.00	89,984.41	112.48	
101-000-574.000	GEN FUND STATE REVENUE SHARING	850,000.00	859,555.00	101.12	
101-000-607.000	GEN FUND COLLECTION FEE/SCHOOLS INCOME	10,500.00	10,548.00	100.46	
101-000-607.001	GEN FUND ADMIN FEES	132,000.00	147,899.42	112.05	
101-000-608.000	GEN FUND ZONING FEES INCOME	15,000.00	21,820.00	145.47	
101-000-609.000	GEN FUND ZBA FEES INCOME	4,000.00	2,900.00	72.50	
101-000-610.000	GEN FUND LAND DIVISION FEES INCOME	2,500.00	2,650.00	106.00	
101-000-614.000	GEN FUND PRE-CONFERENCE ZONING INCOME	500.00	0.00	0.00	
101-000-615.000	GEN FUND ADDRESSING FEES INCOME	250.00	475.00	190.00	County going forward
101-000-641.000	GEN FUND GRAVE OPENING FEES	1,000.00	75.00	7.50	
101-000-642.000	CEMETERY LOTS FEES	1,000.00	2,200.00	220.00	
101-000-652.000	GEN FUND PARKING VIOLATION FEES	100.00	0.00	0.00	
101-000-657.000	GEN FUND MUNICIPAL CIVIL INFRACTION FEE	100.00	0.00	0.00	
101-000-665.000	GEN FUND INTEREST INCOME	10,000.00	38,046.35	380.46	Rising Interest Rates
101-000-675.000	GEN FUND OTHER REVENUE	250.00	507.54	203.02	
TOTAL REVENUES		1,636,250.00	1,715,456.15	104.84	
EXPENDITURES					
Department: 101 TOWNSHIP BOARD					
101-101-703.000	TWP BOARD SALARY	28,115.00	22,786.86	81.05	
101-101-703.002	TWP BOARD CLERICAL EXPENSE	2,500.00	59.76	2.39	
101-101-703.003	TWP BOARD FLAT RATE MTG CHARGE EXPENSE	300.00	15.00	5.00	
101-101-704.000	TOWNSHIP BOARD PER DIEM EXPENSE	200.00	0.00	0.00	
101-101-705.000	AFFILIATE BOARD PER DIEM EXPENSE	2,400.00	1,200.00	50.00	
101-101-900.000	TWP BOARD PRINT & PUBL EXPENSE	2,800.00	2,554.11	91.22	
Total Dept 101 - TOWNSHIP BOARD		36,315.00	26,615.73	73.29	
Department: 171 SUPERVISOR					
101-171-703.000	SUPERVISOR SALARY	37,180.00	34,569.26	92.98	
101-171-703.001	SUPERVISOR DEPUTY WAGES	15,590.00	14,885.48	95.48	
101-171-860.000	SUPERVISOR MILEAGE & EXPENSES	100.00	0.00	0.00	
101-171-957.000	SUPERVISOR DUES & SUBSCRIPTION EXPENSE	100.00	0.00	0.00	
Total Dept 171 - SUPERVISOR		52,970.00	49,454.74	93.36	
Department: 215 CLERK					
101-215-703.000	CLERK SALARY	37,180.00	33,136.74	89.13	No Clerk in August
101-215-703.001	CLERK DEPUTY WAGES	30,605.00	25,771.34	84.21	
101-215-703.004	CLERK ACCOUNTING SALARY	50,245.00	47,064.58	93.67	
101-215-720.000	CLERK EDUCATION EXPENSE	3,000.00	1,904.00	63.47	
101-215-860.000	CLERK MILEAGE & EXPENSES	1,500.00	853.64	56.91	
101-215-865.000	CLERK CONFERENCE EXPENSE	500.00	0.00	0.00	
101-215-957.000	CLERK DUES & SUBSCRIPTION EXPENSE	500.00	250.00	50.00	
Total Dept 215 - CLERK		123,530.00	108,980.30	88.22	
Department: 247 BOARD OF REVIEW					
101-247-703.000	BOARD OF REVIEW SALARY	3,000.00	2,256.38	75.21	
101-247-720.000	BOARD OF REVIEW EDUCATION EXPENSE	500.00	0.00	0.00	
101-247-900.000	BOARD OF REVIEW PRINTING & PUB EXP	600.00	440.00	73.33	
101-247-964.000	BOARD OF REVIEW REFUNDS & CHARGEBACKS	2,000.00	282.46	14.12	
Total Dept 247 - BOARD OF REVIEW		6,100.00	2,978.84	48.83	

GL NUMBER	DESCRIPTION	2023-2024 BUDGET	YTD BAL 06/30/2024	% Bdgt Used	Comments
Department: 253 TREASURER					
101-253-703.000	TREASURER SALARY	37,180.00	34,569.26	92.98	
101-253-703.001	TREASURER DEPUTY WAGES	41,000.00	40,282.77	98.25	
101-253-720.000	TREASURER EDUCATION EXPENSE	1,000.00	0.00	0.00	
101-253-726.001	TREASURER POSTAGE	7,000.00	6,369.04	90.99	
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	1,353.40	90.23	
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		97,580.00	91,058.94	93.32	
Department: 257 ASSESSING					
101-257-703.000	ASSESSING ASSESSOR WAGES	81,425.00	78,925.00	96.93	
101-257-703.001	ASSESSING CONTRACT LABOR	5,000.00	0.00	0.00	No tax appeals
101-257-703.002	ASSESSING FIELD INSPECTOR WAGES	2,200.00	739.14	33.60	
101-257-703.004	ASSESSING DEPUTY WAGES	26,500.00	22,132.88	83.52	
101-257-720.000	ASSESSING EDUCATION EXPENSE	1,000.00	425.50	42.55	
101-257-726.000	ASSESSING POSTAGE EXPENSE	4,500.00	3,041.09	67.58	
101-257-727.000	ASSESSING SUPPLIES EXPENSE	2,000.00	1,294.87	64.74	
101-257-801.000	ASSESSING LEGAL EXPENSE	5,000.00	0.00	0.00	No tax appeals
101-257-860.000	ASSESSING MILEAGE & EXPENSES	1,000.00	362.76	36.28	
101-257-865.000	ASSESSING CONFERENCE EXPENSE	500.00	0.00	0.00	
101-257-957.000	ASSESSING DUES & SUBSCRIPTION EXPENSE	700.00	265.00	37.86	
Total Dept 257 - ASSESSING		129,825.00	107,186.24	82.56	
Department: 262 ELECTIONS					
101-262-703.000	ELECTION WORKERS WAGES	39,720.00	15,092.58	38.00	
101-262-707.000	ELECTION CLERK WAGES	30,605.00	21,425.83	70.01	
101-262-720.000	ELECTION EDUCATION EXPENSE	1,000.00	0.00	0.00	
101-262-726.000	ELECTION POSTAGE EXPENSE	6,500.00	6,266.54	96.41	
101-262-727.000	ELECTION SUPPLIES EXPENSE	8,000.00	6,268.18	78.35	
101-262-860.000	ELECTION MILEAGE & EXPENSES	2,000.00	394.49	19.72	
101-262-900.000	ELECTION PRINTING & PUBL EXPENSE	1,000.00	401.88	40.19	
101-262-930.000	ELECTION EQUIP REPAIR EXPENSE	15,000.00	4,029.00	26.86	
Total Dept 262 - ELECTIONS		103,825.00	53,878.50	51.89	
Department: 265 TOWNSHIP HALL					
101-265-707.000	TWP HALL RECEPTIONIST WAGES	40,000.00	18,941.55	47.35	
101-265-708.000	TWP HALL UTILITY DIRECTOR WAGES	64,450.00	52,167.94	80.94	
101-265-720.000	TWP HALL EDUCATION EXPENSE	1,000.00	0.00	0.00	
101-265-721.000	TWP HALL LIFE INSURANCE EXPENSE	2,800.00	2,089.70	74.63	
101-265-721.001	TWP HALL HEALTH INSURANCE EXPENSE	50,000.00	42,900.78	85.80	
101-265-721.002	TWP HALL HEALTHFLEX EXPENSE	800.00	0.00	0.00	
101-265-722.000	TWP HALL RETIREMENT EXPENSE	80,275.00	75,020.46	93.45	
101-265-725.000	TWP HALL FICA/MEDICARE EXPENSE	43,315.00	40,666.52	93.89	
101-265-726.000	TWP HALL POSTAGE EXPENSE	2,800.00	1,167.36	41.69	
101-265-727.000	TWP HALL KITCHEN/BATH SUPPLIES EXPENSE	3,000.00	590.40	19.68	
101-265-727.001	TWP HALL OFFICE SUPPLIES EXPENSE	9,000.00	8,099.28	89.99	
101-265-728.000	TWP HALL COMPUTER SUPPORT EXPENSE	40,500.00	38,101.03	94.08	Cloud
101-265-728.001	TWP HALL IT SUPPORT EXPENSE	17,000.00	16,628.00	97.81	Cloud
101-265-775.000	TWP HALL OFFICE CLEANING EXPENSE	6,000.00	4,549.08	75.82	
101-265-776.000	TWP HALL SEPTIC FIELD EXPENSE	1,000.00	860.00	86.00	
101-265-801.000	TWP HALL GROUNDS CONTRACTED SVCS EXP	500.00	241.00	48.20	
101-265-801.001	TWP HALL LEGAL EXPENSE	2,500.00	2,162.54	86.50	
101-265-801.009	TWP HALL FINANCIAL AUDIT	13,000.00	12,950.00	99.62	
101-265-822.000	TWP HALL INSURANCE & BOND EXPENSE	16,000.00	14,618.62	91.37	
101-265-850.000	TWP HALL TELEPHONE EXPENSE	6,000.00	5,210.25	86.84	
101-265-851.000	TWP HALL WEB SITE EXPENSE	5,000.00	4,372.00	87.44	BS&A Online (80%)
101-265-860.000	TWP HALL MILEAGE & EXPENSES	200.00	17.68	8.84	
101-265-900.000	TWP HALL PRINT & PUBL EXPENSE	200.00	194.90	97.45	
101-265-920.000	TWP HALL ELECTRICITY EXPENSE	7,500.00	6,499.51	86.66	

GL NUMBER	DESCRIPTION	2023-2024 BUDGET	YTD BAL 06/30/2024	% Bdgt Used	Comments
101-265-922.000	TWP HALL NATURAL GAS EXPENSE	6,000.00	3,965.06	66.08	
101-265-930.000	TWP HALL GROUNDS EQUIP REPAIR EXPENSE	11,000.00	10,741.43	97.65	Furnace/Water Heater
101-265-930.001	TWP HALL OFFICE EQUIPMENT & REPAIR	6,000.00	5,817.30	96.96	
101-265-931.000	TWP HALL GROUNDS CARE EXPENSE	8,000.00	3,109.00	38.86	
101-265-932.000	TWP HALL SNOW REMOVAL EXPENSE	10,000.00	6,125.00	61.25	
101-265-957.000	TWP HALL DUES & SUBSCRIPTION EXPENSE	7,500.00	7,418.00	98.91	
Total Dept 265 - TOWNSHIP HALL		461,340.00	385,224.39	83.50	
Department: 268 TOWNSHIP AT LARGE					
101-268-801.001	TWP AT LARGE LEGAL EXPENSE	205,000.00	200,933.09	98.02	Oakland Tactical \$73K
101-268-882.000	TWP AT LARGE SPRING CLEAN UP EXPENSE	5,000.00	2,449.88	49.00	Howell-Mason \$57K
101-268-883.000	TWP AT LARGE ROAD SIDE PICKUP EXPENSE	1,200.00	0.00	0.00	Burkhart Ridge \$34K
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	Cemetery
Total Dept 268 - TOWNSHIP AT LARGE		349,700.00	335,037.83	95.81	
Department: 276 CEMETERY					
101-276-931.000	CEMETERY GROUNDS CARE & MAINT EXPENSE	15,000.00	9,481.97	63.21	Replaced Fencing
Total Dept 276 - CEMETERY		15,000.00	9,481.97	63.21	
Department: 447 ENGINEERING					
101-447-801.000	ENGINEERING CONTRACTED SVCS EXPENSE	10,000.00	2,110.25	21.10	
Total Dept 447 - ENGINEERING		10,000.00	2,110.25	21.10	
Department: 701 PLANNING					
101-701-703.000	PLANNING COMMISSION WAGES	8,000.00	4,760.00	59.50	
101-701-707.000	PLANNING CLERICAL EXPENSE	2,000.00	0.00	0.00	
101-701-720.000	PLANNING EDUCATION EXPENSE	1,000.00	802.00	80.20	
101-701-726.000	PLANNING POSTAGE EXPENSE	1,000.00	251.97	25.20	
101-701-801.000	PLANNING CONTRACTED PLANNER EXPENSE	20,000.00	13,423.75	67.12	
101-701-801.001	PLANNING LEGAL EXPENSE	2,000.00	1,167.50	58.38	
101-701-865.000	PLANNING CONFERENCE EXPENSE	500.00	0.00	0.00	
101-701-900.000	PLANNING PRINTING & PUBL EXPENSE	1,500.00	1,451.00	96.73	
101-701-957.000	PLANNING DUES & SUBSCRIPTION EXPENSE	1,000.00	585.00	58.50	
Total Dept 701 - PLANNING		37,000.00	22,441.22	60.65	
Department: 702 ZONING					
101-702-703.000	ZONING ADMINISTRATOR WAGES	61,455.00	61,245.25	99.66	
101-702-703.002	ZONING DEPUTY WAGES	9,000.00	7,457.92	82.87	
101-702-703.005	ZONING CODE ENFORCEMENT SERVICE EXPENSE	25,000.00	0.00	0.00	
101-702-860.000	ZONING MILEAGE & EXPENSES	1,000.00	609.95	61.00	
101-702-900.000	ZONING PRINTING & PUBL EXPENSE	400.00	80.00	20.00	
Total Dept 702 - ZONING		96,855.00	69,393.12	71.65	
Department: 703 ZBA					
101-703-703.000	BOARD OF APPEALS WAGES	4,320.00	2,160.00	50.00	
101-703-707.000	BOARD OF APPEALS CLERICAL EXPENSE	900.00	0.00	0.00	
101-703-720.000	BOARD OF APPEALS EDUCATION EXPENSE	1,000.00	499.00	49.90	
101-703-865.000	BOARD OF APPEALS CONFERENCE EXPENSE	200.00	0.00	0.00	
101-703-900.000	BOARD OF APPEALS PRINTING & PUBL EXPENSE	800.00	569.80	71.23	
Total Dept 703 - ZBA		7,220.00	3,228.80	44.72	
Department: 966 TRANSFER OUT					
101-966-999.000	GEN FUND TRANSFER OUT-PARKS & REC	180,000.00	180,000.00	100.00	Annual Transfer
Total Dept 966 - TRANSFER OUT		180,000.00	180,000.00	100.00	
TOTAL EXPENDITURES		1,707,260.00	1,447,070.87	84.76	
TOTAL REVENUES		1,636,250.00	1,715,456.15		
TOTAL EXPENDITURES		1,707,260.00	1,447,070.87		
NET OF REVENUES & EXPENDITURES:		(71,010.00)	268,385.28		

GL NUMBER	DESCRIPTION	2023-2024 BUDGET	YTD BAL 06/30/2024	% Bdgt Used	Comments
Fund: 204 ROAD FUND					
REVENUES					
204-000-402.000	ROAD FUND PROPERTY TAX INCOME	418,000.00	425,039.76	101.68	
204-000-665.000	ROAD FUND INTEREST INCOME	2,000.00	6,497.04	324.85	
TOTAL REVENUES		420,000.00	431,536.80	102.75	
EXPENDITURES					
204-000-801.000	ROAD IMPROVEMENT EXPENSE	403,000.00	402,803.48	99.95	Fleming, Deal, & Marr
204-000-802.000	ROAD CHLORIDE EXPENSE	90,000.00	56,714.47	63.02	
Total Dept 000 - OTHER		493,000.00	459,517.95	93.21	
Department: 547 CHARGEBACKS					
204-547-978.000	ROAD FUND CHARGEBACK EXPENSE	1,000.00	0.00	0.00	No Tax Appeals
Total Dept 547 - CHARGEBACKS		1,000.00	0.00	0.00	
TOTAL EXPENDITURES		494,000.00	459,517.95	93.02	
TOTAL REVENUES		420,000.00	431,536.80		
TOTAL EXPENDITURES		494,000.00	459,517.95		
NET OF REVENUES & EXPENDITURES:		(74,000.00)	(27,981.15)		
Fund: 208 PARK/REC FUND					
REVENUES					
208-000-665.000	REC FUND INTEREST INCOME	1,000.00	4,089.23	408.92	
208-000-699.000	REC FUND OPERATING TRANSFER IN	180,000.00	180,000.00	100.00	Annual Transfer
TOTAL REVENUES		181,000.00	184,089.23	101.71	
EXPENDITURES					
208-000-801.000	REC FUND CONTRACTED SERVICES EXPENSE	140,000.00	127,855.00	91.33	Master Plan, HAPRA
TOTAL EXPENDITURES		140,000.00	127,855.00	91.33	
TOTAL REVENUES		181,000.00	184,089.23		
TOTAL EXPENDITURES		140,000.00	127,855.00		
NET OF REVENUES & EXPENDITURES:		41,000.00	56,234.23		
Fund: 285 AMERICAN RESCUE PLAN ACT (ARPA)					
REVENUES					
285-000-528.000	ARPA FUND OTHER FEDERAL GRANTS	163,580.87	163,580.87	100.00	
285-000-665.000	ARPA FUND INTEREST INCOME	0.00	2,776.16	100.00	
TOTAL REVENUES		163,580.87	166,357.03	101.70	
EXPENDITURES					
285-000-852.000	ARPA FUND BROADBAND EXPENSE	105,000.00	0.00	0.00	
285-000-853.000	ARPA FUND SEWER EXPENSE	163,580.87	163,580.87	100.00	Plant Scada, UV Module
TOTAL EXPENDITURES		268,580.87	163,580.87	60.91	Rehab Influent Channel
TOTAL REVENUES		163,580.87	166,357.03		
TOTAL EXPENDITURES		268,580.87	163,580.87		
NET OF REVENUES & EXPENDITURES:		(105,000.00)	2,776.16		

GL NUMBER	DESCRIPTION	2023-2024 BUDGET	YTD BAL 06/30/2024	% Bdgt Used	Comments
Fund: 592 SWR/WTR					
REVENUES					
592-000-663.000	DEPOSITS FOR LAND SALE #8	0.00	243,520.00	100.00	Oak Grove Sales (2)
592-000-663.006	DEPOSITS FOR LAND SALE #6	0.00	24,540.00	100.00	Pineview Village
592-000-663.011	DEPOSITS FOR LAND SALE #11	0.00	1,854.00	100.00	
Total Dept 000 - OTHER		0.00	269,914.00	100.00	
Department: 536 SEWER/WATER					
592-536-665.000	SEWER/WATER INTEREST INCOME	3,000.00	31,845.98	1,061.53	Rising Interest Rates
592-536-665.007	SPEC ASSESS INTEREST INCOME-SEWER #7	1,267.00	1,273.00	100.47	
592-536-665.008	SPEC ASSESS INTEREST INCOME-SEWER 8	14,568.00	13,718.59	94.17	
592-536-665.009	SPEC ASSESS INTEREST INCOME-WATER 8	6,675.00	6,290.61	94.24	
592-536-665.011	SPEC ASSESS INTEREST INCOME-SEWER 11	13,019.00	12,842.45	98.64	
592-536-665.012	SPEC ASSESS INTEREST INCOME-WATER 11	3,879.00	3,809.00	98.20	
592-536-665.014	SPEC ASSESS INTEREST INCOME-SEWER CONNEC	100.00	100.00	100.00	
592-536-665.015	SPEC ASSESS INTEREST INCOME-WATER CONNEC	100.00	100.00	100.00	
592-536-665.020	SEWER FARM LAND RENTAL INCOME	12,500.00	24,325.00	194.60	Farmers paid in full
592-536-671.000	SEWER CONNECTION FEE INCOME	0.00	427,675.24	100.00	Oper Eng, Burkhart Ridge
592-536-671.001	WATER CONNECTION FEE INCOME	0.00	345,512.91	100.00	Chestnut Wds, N Winds
Total Dept 536 - SEWER/WATER		55,108.00	867,492.78	1,574.17	
Department: 537 CHARGES FOR SERVICES					
592-537-477.000	UTILITY BILLING SEWER USER FEES INCOME	925,000.00	877,529.10	94.87	
592-537-477.002	UTILITY BILLING WATER USER FEES INCOME	1,100,000.00	1,070,814.56	97.35	
592-537-694.000	UTILITY BILLING PENALTY SEWER USER	20,000.00	21,123.54	105.62	
592-537-694.002	UTILITY BILLING PENALTY & INT SEWER INC	20,000.00	18,615.81	93.08	
Total Dept 537 - CHARGES FOR SERVICES		2,065,000.00	1,988,083.01	96.28	
TOTAL REVENUES		2,120,108.00	3,125,489.79	147.42	
EXPENDITURES					
Department: 536 SEWER/WATER					
592-536-775.000	SEWER FUND REPAIR & IMPROVE EXPENSE	15,000.00	0.00	0.00	
592-536-801.002	SEWER FUND AUDITS/STUDIES EXPENSE	10,000.00	2,030.75	20.31	
592-536-972.000	SEWER/WATER CAPITAL OUTLAY EXPENSE	150,000.00	121,235.41	80.82	2 Pump Rebuilds & 2 New
Total Dept 536 - SEWER/WATER		175,000.00	123,266.16	70.44	VFD PS#74
Department: 537 CHARGES FOR SERVICES					
592-537-726.000	UTILITY BILLING POSTAGE EXPENSE	4,500.00	1,990.00	44.22	ACH/Email Bills
592-537-728.000	UTILITY BILLING SOFTWARE SUPPORT EXPENSE	1,000.00	0.00	0.00	
592-537-801.001	UTILITY BILLING LEGAL EXPENSE	1,000.00	0.00	0.00	
592-537-803.000	UTILITY BILLING WATER EXPENSE	750,000.00	704,794.84	93.97	
Total Dept 537 - CHARGES FOR SERVICES		756,500.00	706,784.84	93.43	
Department: 538 WWTP					
592-538-729.000	WWTP CHEMICALS EXPENSE	25,000.00	23,386.63	93.55	
592-538-801.000	WWTP CONTRACTED SERVICES EXPENSE	350,000.00	349,837.92	99.95	MHOG, Sharpe's
592-538-801.001	WWTP VACTOR TRUCK EXPENSE	20,000.00	18,437.00	92.19	
592-538-801.002	WWTP STATION CLEANING EXPENSE	10,000.00	6,688.10	66.88	
592-538-801.003	WWTP MANHOLE CLEANING EXPENSE	10,000.00	5,279.26	52.79	
592-538-801.004	WWTP SEWER LINE CLEANING EXPENSE	10,000.00	0.00	0.00	
592-538-801.005	WWTP LABORATORY FEES EXPENSE	5,000.00	732.86	14.66	
592-538-801.006	WWTP GIS FEES EXPENSE	5,000.00	1,650.00	33.00	
592-538-822.000	WWTP INSURANCE & BOND EXPENSE	16,000.00	15,500.00	96.88	
592-538-850.000	WWTP TELEPHONE EXPENSE	4,000.00	3,879.59	96.99	
592-538-851.000	WWTP SCADA MONITORING EXPENSE	8,500.00	5,697.00	67.02	
592-538-920.000	WWTP ELECTRICITY EXPENSE	105,000.00	100,759.52	95.96	
592-538-922.000	WWTP NATURAL GAS EXPENSE	13,000.00	6,063.31	46.64	
592-538-930.000	WWTP PLANT EQUIPMENT REPAIR EXPENSE	35,000.00	19,677.87	56.22	
592-538-930.001	WWTP COLLECTION SYSTEM REPAIR EXPENSE	35,000.00	32,174.07	91.93	
592-538-956.000	WWTP MISCELLANEOUS EXPENSE	15,000.00	9,728.95	64.86	
592-538-962.000	WWTP MISS DIG FEES EXPENSE	3,500.00	1,477.88	42.23	
592-538-966.000	WWTP STATE OF MICHIGAN EXPENSE	3,500.00	3,073.00	87.80	

GL NUMBER	DESCRIPTION	2023-2024 BUDGET	YTD BAL 06/30/2024	% Bdgt Used	Comments
592-538-969.001	WWTP BIOSOLIDS REMOVAL EXPENSE	40,000.00	39,484.10	98.71	18 mos of Sludge
Total Dept 538 - WWTP		713,500.00	643,527.06	90.19	
TOTAL EXPENDITURES		1,645,000.00	1,473,578.06	89.58	
TOTAL REVENUES		2,120,108.00	3,125,489.79		
TOTAL EXPENDITURES		1,645,000.00	1,473,578.06		
NET OF REVENUES & EXPENDITURES:		475,108.00	1,651,911.73		
TOTAL REVENUES - ALL FUNDS		4,520,938.87	5,622,929.00		
TOTAL EXPENDITURES - ALL FUNDS		4,254,840.87	3,671,602.75		
NET OF REVENUES & EXPENDITURES:		266,098.00	1,951,326.25		

Cash Flow Using Budgeted Revenue

Sewer & Water Fund Cash Flow												
	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Beg. Cash Balance	\$932,370	\$1,087,091	\$1,133,777	\$2,126,297	\$1,931,392	\$2,058,583	\$2,136,460	\$2,436,882	\$2,618,513	\$2,723,030	\$2,724,368	\$3,171,106
Proj./Actual Net Rev.												
592 Sewer/Water	\$154,722	\$46,686	\$992,520	(\$194,905)	\$127,191	\$77,877	\$300,423	\$181,630	\$104,518	\$1,337	\$446,739	\$143,716
Total Revenue	\$154,722	\$46,686	\$992,520	(\$194,905)	\$127,191	\$77,877	\$300,423	\$181,630	\$104,518	\$1,337	\$446,739	\$143,716
General Fund Payback												\$1,212,427
Total Payments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,212,427
Ending Cash Balance	\$1,087,091	\$1,133,777	\$2,126,297	\$1,931,392	\$2,058,583	\$2,136,460	\$2,436,882	\$2,618,513	\$2,723,030	\$2,724,368	\$3,171,106	\$2,102,396
General Fund Cash Flow												
	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Beginning Balance	\$2,657,659	\$2,740,339	\$2,692,375	\$2,808,825	\$2,691,157	\$2,757,024	\$2,688,999	\$3,084,348	\$3,139,171	\$3,138,577	\$3,078,423	\$3,220,008
Proj./Actual Net. Rev.	\$82,680	(\$47,964)	\$116,450	(\$117,668)	\$65,867	(\$68,025)	\$395,350	\$54,823	(\$595)	(\$60,153)	\$141,585	\$1,186,301
Ending Cash Balance	\$2,740,339	\$2,692,375	\$2,808,825	\$2,691,157	\$2,757,024	\$2,688,999	\$3,084,348	\$3,139,171	\$3,138,577	\$3,078,423	\$3,220,008	\$4,406,309
Road Fund Cash Flow												
	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Beginning Balance	\$691,831	\$692,477	\$460,006	\$453,882	\$259,580	\$259,818	\$290,237	\$560,678	\$670,974	\$675,719	\$676,461	\$677,180
Proj./Actual Net. Rev.	\$646	(\$232,471)	(\$6,125)	(\$194,301)	\$238	\$30,419	\$270,441	\$110,296	\$4,745	\$741	\$719	\$11,790
Ending Cash Balance	\$692,477	\$460,006	\$453,882	\$259,580	\$259,818	\$290,237	\$560,678	\$670,974	\$675,719	\$676,461	\$677,180	\$688,969
Parks & Rec Fund Cash Flow												
	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Beginning Balance	\$333,243	\$303,384	\$302,095	\$302,383	\$271,758	\$270,635	\$270,723	\$420,034	\$420,064	\$420,417	\$389,713	\$390,110
Proj./Actual Net. Rev.	(\$29,859)	(\$1,289)	\$288	(\$30,625)	(\$1,123)	\$88	\$149,311	\$30	\$353	(\$30,704)	\$397	\$359
Ending Cash Balance	\$303,384	\$302,095	\$302,383	\$271,758	\$270,635	\$270,723	\$420,034	\$420,064	\$420,417	\$389,713	\$390,110	\$390,469
ARPA Fund Cash Flow												
	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Beginning Balance	\$351,995	\$352,367	\$318,502	\$245,390	\$240,273	\$240,549	\$166,771	\$148,468	\$148,631	\$148,797	\$148,979	\$149,156
Proj./Actual Net. Rev.	\$373	(\$33,866)	(\$73,112)	(\$5,117)	\$275	(\$73,778)	(\$18,303)	\$164	\$165	\$183	\$177	\$124
Ending Cash Balance	\$352,367	\$318,502	\$245,390	\$240,273	\$240,549	\$166,771	\$148,468	\$148,631	\$148,797	\$148,979	\$149,156	\$149,280

GENERAL FUND PAYBACK								
	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029	7/1/2030
DUE TO GENERAL FUND	\$3,223,004	\$2,010,577	\$1,410,577	\$1,010,577	\$540,577	\$140,577	\$0	\$0
PROPERTY SALES	(\$269,914)							
SPECIAL ASSESSMENT	(\$722,920)	(\$300,000)	(\$100,000)	(\$70,000)				
YEAR END TRANSFER	(219,592.71)	(\$300,000)	(\$300,000)	(\$400,000)	(\$400,000)	(\$140,577)		
TOTAL DUE GF @ YEAR END	\$2,010,577	\$1,410,577	\$1,010,577	\$540,577	\$140,577	(\$0)	\$0	\$0

Special Assessment 2023 Winter	\$342,117.81
Special Assessment Payoffs July - Nov	\$379,604.69
Special Assessment Payoffs Mar - June	\$1,197.99
	\$722,920.49

PROJECTED

Water Fees Collected	\$1,070,782.69
Water Expense	\$704,794.84
	<u>\$365,987.85</u>
Transfer 60%	\$219,592.71
Total Transfer	\$1,212,427.20

Properties Left to Sell	Sale Price	Special Assess	
Marr Rd - 73.58 Acres	\$1,344,718.00	\$979,625.00	
Bowen Rd - 8.08 Acres	\$88,024.00	\$69,922.00	
Tooley Rd - 22.83 Acres	\$415,140.00	\$442,775.00	
Totals	\$1,847,882.00	\$1,492,322.00	<u>\$3,340,204.00</u>

This item will be used for multiple agenda items. Please refer to agenda item numbers added on the side.

Howell Township Treasurer

From: Bob Wilson [REDACTED] >
Sent: Wednesday, September 4, 2024 11:44 PM
To: Howell Township Assessor; Howell Township Clerk; Howell Township Supervisor; WHMI News; Howell Township Treasurer
Subject: Agenda Items for 9-9-24 Board meeting.

8-F

1. American legion parking lot violation. Veterans to attend meeting. Is state owned land twp jurisdiction? What happened to complaint based ordinance twp? Supervisor is now patrolling violations? Twp picked the wrong person for ordinance officer.

7-E

2. Vess drain? Any word or plans? Going to the drain commission? Someone going to do something about Doris Morris's culvert put in wrong and made into a dam?, not to code and flooding 5 neighboring properties and the road itself when it rains alot? Use some of that 1.2 mil to permazyne Brewer rd? Because Coddington can't keep his word and make Vess stop draining his gutter water to the street as a safety violation like he said he would?

3. Cemetary drain project. [REDACTED]

Pioneer Cemetery project will not be added to the agenda per Township Supervisor.

8-A

4. Carol in office. Few meetings ago asked for additional money, \$8K annually? to train her replacement. Is this a forever thing? Even after the training is over? Isn't the money she gets from the other 2 jobs she is ignoring at the time enough, that she gets paid for whether she is doing them or not? On another payroll note.. Please explain when the salary plus hourly pay kicks in as last yr Hohenstein collected an additional \$18k for hourly pay? What is Hohenstein's expected income to be for 2024 if his salary is 104k , what is the hourly going to be approx?

Trash Hauling Quote Comparison

Information to Compare	Granger	Waste Management	The Garbage Man
Single Cart Service (Weekly) Monthly Cost	\$23.91	\$21.78	\$25.00
Cart Delivery Cost	Not Applicable	\$28.66	Not Applicable
Recycling - Every other week	Not Available	Not Available	\$7.67 per mo.
First Yr Annual Cost	\$286.92	\$290.02	\$300.00
First Yr Annual Cost with Recycling	Not Available	Not Available	\$392.04

Observations

Granger is our current trash hauler.

Waste Management charges \$75 to pickup their cart when cancelling their service.

Recycling items the Twp can benefit from include paper, newspaper, and cardboard.

Recycling can alleviate the need for an additional cart.



INVOICE

Account Number: 28896500
 Invoice Date: 05/31/2024
 Invoice Number: 26862138

HOWELL TOWNSHIP HALL
 3525 BYRON RD
 HOWELL, MI 48855-7751

Total Due Upon Receipt
\$23.91
Additional charges will be incurred if payment is not received by due date

Description	Date	Quantity	Rate	Amount
Site Location: HOWELL TOWNSHIP HALL HOWELL TOWNSHIP HALL, 3525 BYRON RD, HOWELL, MI 48855-7751 Customer Number: 28896500				
96 GALLON CART SERVICE	06/01/2024	1	\$22.14	\$22.14
RES FUEL SURCHARGE	06/01/2024	1	\$1.11	\$1.11
STATE/COUNTY/LOCAL SURCHARGE (NOT A TAX)	06/01/2024	1	\$0.66	\$0.66
Previous Balance:				\$23.91
Payments:				(\$23.91)
Current Charges:				\$23.91
State/County/Local Surcharges:				\$1.77
Invoice Total:				\$23.91
Invoice Due:				\$23.91

PAY ONLINE AT WWW.GRANGERWASTESERVICES.COM

Please make check payable to:

Granger
 PO Box 22213
 Lansing, MI 48909-2213

Account Number:	28896500
Customer Name:	HOWELL TOWNSHIP HALL
Invoice Date:	05/31/2024
Invoice Number:	26862138
Payment Due Date: 06/25/2024	
Amount Paid	
Total Due Upon Receipt: \$23.91	
<i>Additional charges will be incurred if payment is not received by due date.</i>	

Howell Township Assessor

From: Granger Customer Service <customerservice@granger.pure.cloud>
Sent: Monday, August 26, 2024 1:31 PM
To: Howell Township Assessor
Subject: Re: Account Question (28896500)

Brent, thank you for contacting us.

Unfortunately, at this time, we do not offer recycling service in your area. If this changes in the future, we will be sure to notify our trash collection customers.

If it is convenient for you, you are welcome to bring your recyclables to our Recycling Drop-off on Wood Road in Lansing. This facility is open daily, 24 hours and using it is free of charge. You can find more information, including recyclables accepted, at <http://www.grangerwasteservices.com/self-haul/drop-off-recycling/>. There are also numerous community recycling options available. You may want to check with your municipality to see what options exist in your area.

If I can be of further assistance, please let me know.

Respectfully,
Angie S
Customer Service Representative
GRANGER WASTE SERVICES
517-372-2800
www.grangerwasteservices.com

From: assessor@howelltownshipmi.org
Sent: Monday, August 26, 2024 9:31 AM
To: customerservice@grangernet.com
Subject: Account Question (28896500)

Hello,

I was wondering if adding Recycling to our existing service is an option and how much it would be on a monthly basis?

Thanks,
Brent
Kilpela

Assessor
Howell Township
(517) 546-2817 x111

My Cart / 1 item(s)

3525 Byron Rd, Howell, MI, 48855



()

Remove

96-Gallon Trash Container ()

\$2178

Quantity

1

Frequency

1x per week

Requested Delivery Window

09/11/2024 - 09/17/2024



⚠ If we are unable to deliver your container on your requested date, we will contact you to reschedule. You will receive an email confirmation of your service dates.

I already have a WM container ready for my service. I do not need one delivered

Price Summary

96-Gallon Trash Container	\$21.78
Monthly Recurring Total*	\$21.78
One-time Charges	
Delivery	\$28.66
Charged Today	\$50.44

Exclusive Military Member Discount
Verify Now

Coupon Code

APPLY

CHECKOUT

EMAIL CART

[Continue Shopping](#)

Howell Township Billing

From: Office The Garbage Man <office@thegarbagemanllc.com>
Sent: Thursday, August 22, 2024 9:43 AM
To: Howell Township Billing
Subject: Re: Webform submission from: Contact Us

Good morning
That would be a Tuesday pickup.
Rates are as follows:

We do not charge any additional fees or taxes with our quarterly billing

Regular Rates

\$69/quarter if using your own trash cans & bags (as long as it doesn't say another company's name on it expl GFL, Waste Management , Alchins, Granger.

\$75/quarter with our 95 gallon curb cart rental

Senior Rates

\$63/quarter if using your own trash cans & bags (as long as it doesn't say another company's name on it expl GFL, Waste Management , Alchins, Granger.

\$69/quarter with our 95 gallon curb cart rental

Recycle pick up:

We offer recycle pick up using **OUR** 95 gal recycle cart. There is no cost for the cart as it is included in the service. Recycling is \$23.01 per quarter and is picked up every other week opposite yard waste pick up. Everything just goes loose in the cart. Nothing bagged. We will not pick up any recycle outside the cart.

Yard Waste pick up:

We offer yard waste pick up every other week April-November. We ask that all yard waste be put in the brown paper yard waste bags which you can find at Home Depot, Lowes, and Costco etc. You **MUST** call the office at least one business day (before 5:00) before your pick up day if you are going to have yard waste out so we can notify that driver. All yard bags that are picked up are \$2.00/bag. It is picked up every other week opposite recycle. The calendar can be found on our website, www.thegarbagemanllc.com

Large/Bulk items:

We will pick up large/bulk items with the regular trash. All items must be called in before your pick up day so we can notify you of the fee associated with that item and so we can notify the driver.

August 28, 2024

Howell Township Board,

I intend to set a deadline for new items to be added to the Township Board's agenda and packet. It is too difficult to continuously have items added to the packet at the last minute. I would like to set the deadline for adding items for the end of day Tuesday so that the Board's packet can be finalized and out to Board members on Thursday. Any items received after Tuesday will be added to the following month's agenda and packet.

Sue Daus
Township Clerk

**ENGINEERING CONSULTANT
SERVICES AGREEMENT**

THIS AGREEMENT entered into by and between Howell Township, a Michigan municipal corporation, with principal office located at 3525 Byron Road, Howell, MI 48855 (TOWNSHIP), acting by its duly authorized officials, hereinafter referred to as the TOWNSHIP, and being the party of the first part of this Contract, and Spicer Group, Inc. a Michigan corporation, with its office located at 1595 West Lake Lansing Road, Suite 200, East Lansing, MI 488233 and its principal service office located at 230 S. Washington Ave., Saginaw, MI 48607, acting through its duly authorized officer, hereinafter referred to as ENGINEER, and being the party of the second part of this Contract;

WITNESSETH:

WHEREAS, the TOWNSHIP from time to time will require various engineering, architecture, and land surveying services for TOWNSHIP projects; and

WHEREAS, the person with authority to authorize Engineering work for the TOWNSHIP is the TOWNSHIP Board of Trustees through the TOWNSHIP Supervisor or his/her designee; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section I. Professional Services Provided

A. The preparation of preliminary plans, estimates of cost, reasonable revisions, and assistance in final description of scope of work for TOWNSHIP projects;

B. Final field surveys, development of construction plans and preparation of construction estimates; draft specifications and contract documents, including bidding forms;

C. Assist TOWNSHIP in receipt and analysis of bids, award of contracts, selection of materials, construction testing, construction project staking; establishing plan reference lines and benchmarks for construction and general engineering; review of shop drawings submitted by contractors; consultation and advice during construction including such items as review quantities of work completed; issue periodic certificates of payment; preparation of bulletins and change orders and, upon completion of construction, make final inspection of all work before final acceptance to reasonably determine that construction has been completed in substantial compliance with the contract documents; make final measurements, issue final certificates, and furnish the TOWNSHIP with revised/recorded drawings;

D. Review plans for general development and site plans for commercial and industrial projects, site grading and paving plans, including review of available water supply, storm drainage and sanitary sewers, road improvements, cable, electrical, telephone, gas and/or other utilities for any public or private development, establish and review stake reference lines and generally observe construction of same and advise the TOWNSHIP of any substantial noncompliance with TOWNSHIP standards;

E. Write or review descriptions for easements and land acquisitions, land exchanges and land sales, required for various private and TOWNSHIP projects, and such other herein unclassified surveying and engineering services as the TOWNSHIP may from time to time require;

F. The ENGINEER as requested, will attend Board of Trustees meetings, or any other meetings, as requested by officials of the TOWNSHIP;

G. Where requested, furnish day-to-day field inspection of construction of TOWNSHIP or private projects including sanitary sewer, water main, and storm sewer and paving projects and generally observe construction and advise the TOWNSHIP of any substantial noncompliance with the contract documents;-

H. Assist the TOWNSHIP in the continuation of developing a GIS system, which will include working with other contractors that the TOWNSHIP has contracted with for GIS Services;

I. Provide transportation engineering assistance including planning and non-motorized transportation planning;

J. Provide utility engineering services with emphasis on the community's wastewater collection, and potable water distribution;

K. Provide grant administration services including identification of funding sources, applications, required reimbursement forms, and other necessary administrative tasks;

L. Assist with Capital Improvement project identification, project planning, and cost estimation of future projects for TOWNSHIP Budget;

M. Provide architectural services and site development services;

N. Asset Management planning and engineering;

O. Assist with and submit local, state, and federal permits for the TOWNSHIP and local developmental projects with utilities to be part of the TOWNSHIP infrastructure;

P. Creating, obtaining, and recording of easement documents.

Section II. Professional Services Compensation

The ENGINEER shall provide the TOWNSHIP with a proposal for each project that will be invoiced to the TOWNSHIP. The proposal will be agreed upon and signed by the TOWNSHIP and ENGINEER prior to any work commencing. General consultation not included in specific project proposals will not be invoiced to the TOWNSHIP. Invoices will be on a per project basis and include supporting documentation as required by the TOWNSHIP's purchasing policy. The ENGINEER will provide sufficient detail in invoices as requested by the TOWNSHIP.

The ENGINEER will bill the TOWNSHIP at the attached hourly rate schedule. The attached ENGINEER billable hour sheet will be revised in January of each year and is subject to review and approval by the TOWNSHIP. The ENGINEER shall not exceed the specified proposal compensation amount unless the proposal is amended and signed by the TOWNSHIP and ENGINEER.

ENGINEER shall submit invoices to the TOWNSHIP monthly and will be paid in a timely manner in accordance with the TOWNSHIP's accounts payable schedule.

Invoices for work on a per project basis and include supporting documentation as determined by TOWNSHIP in consultation with ENGINEER. The ENGINEER will provide sufficient detail in invoices as requested by the TOWNSHIP.

Section III. Project Specific Engineering

All major projects will require a not-to-exceed cost estimate and the Board of Trustees approval prior to the start of work. This work shall be assigned on a project-by-project basis with a clearly developed scope of work and professional services fee for each project established before a notice to proceed is issued.

The ENGINEER shall provide the TOWNSHIP with an Engineer Project Proposal (EPP) for all projects.

The ENGINEER will bill the TOWNSHIP in accordance with our standard hourly rate schedule (attached). The attached ENGINEER billable hour sheet will be revised in January of each year and is subject to review and approval by the TOWNSHIP. The ENGINEER shall not exceed the specified EPP compensation unless the EPP is amended and signed by the TOWNSHIP and ENGINEER.

Section IV. Term

The term of this Contract shall commence immediately upon execution and end upon completion, but no later than June 30, 2025, unless otherwise directed in writing by the TOWNSHIP or unless earlier terminated as provided in the Agreement. For projects which have been approved by the TOWNSHIP and that are begun by the Engineer within the term of the Agreement but not completed within the term of the Agreement, the services of the ENGINEER will be retained until the completion of such projects even if the term is exceeded.

If agreeable to both parties and approved by the Board of Trustees, this Agreement may be extended annually. The commencement date and completion date of the Agreement will correspond to the TOWNSHIP's fiscal year calendar dates.

The contract shall be terminable by either party at any time during the upon thirty (30) days written notice.

Section V. Duty / Responsibility of Engineer

The duties and responsibilities of the ENGINEER shall be as set forth in Section I, II, and III of this Contract. The ENGINEER shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with any project. The ENGINEER shall only be responsible for its work and not the work of contractors, subcontractors or third parties. However, the ENGINEER shall notify the TOWNSHIP in writing of any discovered material deviations from the plans and specifications, which may adversely affect the final construction product.

Section VI. Insurance

The ENGINEER shall carry and provide proof of professional liability, general liability, automobile, and workmen's compensation insurance, which insure ENGINEER in the amount of \$5,000,000. The TOWNSHIP shall carry automobile, workmen's compensation and premises insurance, which insures TOWNSHIP. ENGINEER shall indemnify the TOWNSHIP and hold the TOWNSHIP harmless for any damages to third parties arising out of negligent or intentional acts of the ENGINEER.

The ENGINEER shall provide the TOWNSHIP at the time of the contracts are returned by them for execution, certificates and policies as follows:

- Copies of Certificate of Insurance for Workers Compensation Insurance.
- Copies of Certificate of Insurance for Commercial General Liability Insurance.
- Copies of Certificate of Insurance for Professional Liability Insurance.
- If so requested, certified copies of all policies mentioned above will be furnished.

If any of the above coverages expire during the term of this contract, the ENGINEER shall deliver renewal certificates and/or policies to the TOWNSHIP at least ten (10) days prior to the expiration date.

Section VII. Non-Exclusive Agreement

This is a non-exclusive agreement and the TOWNSHIP has the right to contract with other engineering firms for any work that the TOWNSHIP deems to be in the best interest of the TOWNSHIP.

Section VIII. Private Development / Conflict of Interest

The ENGINEER recognizes that the TOWNSHIP is their primary client within the TOWNSHIP corporate boundaries. Prior to the ENGINEER providing any private development engineering services within the TOWNSHIP corporate boundaries, the ENGINEER must obtain written permission from the TOWNSHIP.

Any engineering-related services for neighboring municipal governments or agencies that border the TOWNSHIP or parcels that utilize TOWNSHIP utilities or any private development in these townships that utilizes or anticipates utilizing TOWNSHIP infrastructure or utilities shall also require written permission from the TOWNSHIP.

The process for informing the TOWNSHIP of a potential conflict shall include verbal and written communication with the TOWNSHIP Supervisor regarding potential conflict, The Township Supervisor or his/her designee determination of the potential conflict will provide a written response to ENGINEER. The TOWNSHIP and ENGINEER will draft a mutually agreeable conflict of interest form that will be used to document these matters.

If the TOWNSHIP determines there is a Conflict of Interest the ENGINEER will not perform the requested services from the neighboring township or private development.

Section IX. Integration

This instrument contains the entire Agreement of the parties relating to the matters herein; any representation, promise, or condition not incorporated herein shall not be binding upon the parties. Any modification of this Agreement or waiver of any provision herein contained shall not be binding unless in writing and signed.

Upon execution of this Agreement by the parties hereto, it shall become binding on the parties their successors and assigns.

Section X. Ownership of Documents

All documents prepared as part of this agreement by the ENGINEER, including tracings, drawings,

estimates, specifications, field notes, investigations, studies, etc., as instruments of service, shall become the property of the TOWNSHIP. The ENGINEER may keep a copy of materials developed through this contract and has the right to use these materials for business-related purposes, including but not limited to future projects, award applications, presentations, marketing materials, resumes, corporate brochures, project highlights, and presentations.

Electronic copies of all data generated on behalf of the TOWNSHIP whether job specific or not, can be provided to the TOWNSHIP upon request. These electronic files shall include all relevant files, including but not limited to plans, specifications, bid documents, data sets, correspondence, reports, applications, and renderings. All files shall be in PDF format, except for CAD drawings shall be in PDF format and their native CAD format, complete with all associated data.

All documents, including data stored in electronic format are not intended or represented to be suitable for reuse by the TOWNSHIP or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be at the TOWNSHIP's sole risk and without liability or legal exposure to ENGINEER; and the TOWNSHIP shall indemnify and hold harmless ENGINEER for all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to reasonable compensation at rates to be agreed upon by the TOWNSHIP and ENGINEER.

Section XI. Dispute Resolution

Any dispute between the parties regarding the language in this Agreement, enforcement of this Agreement or their respective rights and obligations associated with the work or payment relating to this Agreement, shall be resolved in the courts of Livingston County, Michigan.

Section XII. Miscellaneous

1. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
2. Non-Waiver. No delay or omission of TOWNSHIP to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Contract to TOWNSHIP shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of TOWNSHIP.
3. Entire Agreement and Amendment. In conjunction with matters considered herein, this Contract contains the entire understanding and agreement of the Parties and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Contract and by no other means. Each party waives their future right to claim, contest or assert that this Contract was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.
4. Successors and Assigns. All representations, covenants and warranties set forth in this

Contract by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed this _____ day of _____, 2024, and the signatories warrant their authority to bind their principals.

WITNESS: Spicer Group, Inc.

By: _____ By: Phil Westmoreland, Principal

WITNESS: HOWELL TOWNSHIP

By: _____ By: Mike Coddington, Township Supervisor

By: _____ By: Sue Daus, Township Clerk

ENGINEER PROJECT PROPOSAL

Project Name: General Engineering Services
SGI Project Number: 135113SG2023
Proposal Date: 8/25/2024

Project Description:

Provide Township general engineering services as outlined by the Engineering Consultant Service Agreement. The services for this EPP would generally reflect day to day miscellaneous activities performed at the request of the Township that are not currently outlined in specific EPP's.

There has been effort expended to date by Spicer Group for activities completed on behalf of the Township which will be captured and invoiced through this EPP. The cost of this work is \$10,300. The activities and our fees are outlined below.

- Grand River Sidewalk. Project scoping, estimating, and coordination with SEMCOG, Township, MDOT and City of Howell. [\$8,500]
- Township Standards. Updating design standards and standard details [\$400]
- Burkhart Ridge Pump Station. Reviewing historical documents and providing pump station capacity analysis for Township negotiations with property owner. [\$700]
- Miscellaneous developer and property owner calls not associated with ongoing Township site development projects. [\$700]

Spicer Group proposes a budget for this EPP not to exceed \$20,000. This budget includes the current effort expended (\$10,300) with a remaining budget of \$9,700 to meet future needs of the Township for the Agreement period.

Detailed Scope of Work:

The scope of this proposal includes professional engineering services required for design of the project. A more detailed scope is provided below:

1. General Engineering Services
 - a. Communication with third parties (residents, developers, regulatory agencies)
 - b. Preliminary Estimates of Construction (PEC)
 - c. Conceptual Renderings
 - d. All items outlined in the Engineering Consultant Services Agreement

Sub-Contractors:

We do not anticipate a need for subcontractors on this project.

Fee Breakdown:

Our proposed fee schedule follows. We will submit monthly invoices to you for our basic professional services, any additional authorized services, and any reimbursable expenses. Subconsultant fees are included in the fee schedule and their fees will be clearly indicated on our invoices. Our proposed fee is broken down based on the project phases outlined in our *Detailed Scope of Work*, but actual fees may vary. The total fee is a “not-to-exceed” amount, meaning we will not exceed that amount without prior authorization. To closely monitor project progress and budget, we will communicate with the Township Treasurer and Township Supervisor any variances in our fee for each phase.

1. General Engineering Services	\$20,000.00

TOTAL (NOT-TO-EXCEED)	\$20,000.00

If this proposal meets your approval, please indicate so with an authorized signature below.



Phil Westmoreland, P.E
Principal



John Bradley, E.I.T
Project Manager
SPICER GROUP, INC.

8/15/2024

SIGN _____

PRINT _____

DATE _____

HOWELL TOWNSHIP

ENGINEER PROJECT PROPOSAL

Project Name: Sewer District 12
SGI Project Number: 135764SG2023
Proposal Date: 8/25/2024

Project Description:

The Township is reviewing the viability for the extension of municipal utilities in the Sewer District 12 service area. Historically, Sewer District 12's proposed sanitary sewer extension was designed in 2005 with the assistance of Spicer Group, but never constructed. This discussion was revitalized in December of 2023, when the Township was approached by a property owner in Sewer District 12. The property owner is considering construction of a residential development for several large parcels. The residential development has prompted the Township to evaluate the extension of the Township's sanitary sewer network to provide sanitary sewer service.

The Township has requested Spicer Group to review the project files and update the historic preliminary construction estimate (PEC) of the originally designed plans to reflect present day costs. In addition, the Township is requesting Spicer Group to evaluate alternative sanitary sewer extension routes proposed by MHOG and provide PEC's for said alternates to compare with the originally designed sanitary sewer extension. Finally, the Township is requesting a summary of the serviceable area as well as design and/or construction risks associated with the MHOG alternates.

Spicer Group will provide a detailed project cost summary for MHOG sanitary sewer extension alternates. The project cost will include a detailed preliminary estimate of construction (PEC) as well as estimated design engineering (DE) and construction engineering (CE) costs. Spicer Group will provide a summary letter of the costing valuation along with our opinion for the design and/or construction risk considerations of the proposed alternatives.

Detailed Scope of Work:

The scope of this proposal includes professional engineering services required for design of the project. A more detailed scope is provided below:

1. Study Phase
 - a. Revise historic preliminary construction estimate of the originally designed plans. Note: this portion of work was completed by Spicer, invoiced, and paid by the Township.
 - b. Develop PEC for sanitary sewer extension MHOG alternates.
 - c. Evaluate and comment on potential design or construction risks
 - d. Provide summary letter to Township of findings.

Sub-Contractors:

We do not anticipate a need for subcontractors on this project.

Fee Breakdown:

Our proposed fee schedule follows. We will submit monthly invoices to you for our basic professional services, any additional authorized services, and any reimbursable expenses. Subconsultant fees are included in the fee schedule and their fees will be clearly indicated on our invoices. Our proposed fee is broken down based on the project phases outlined in our *Detailed Scope of Work*, but actual fees may vary. The total fee is a “not-to-exceed” amount, meaning we will not exceed that amount without prior authorization. To closely monitor project progress and budget, we will communicate with the Township Treasurer and Township Supervisor any variances in our fee for each phase.

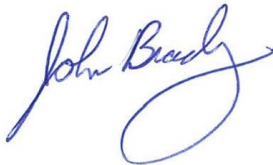
1. Study Phase.....	\$6,000.00

TOTAL (NOT-TO-EXCEED)	\$6,000.00

If this proposal meets your approval, please indicate so with an authorized signature below.



Phil Westmoreland, P.E
Principal



John Bradley, E.I.T
Project Manager
SPICER GROUP, INC.

8/15/2024

SIGN _____

PRINT _____

DATE _____

HOWELL TOWNSHIP

ENGINEER PROJECT PROPOSAL

Project Name: Tooley Road Park (Thumbs-Up Park!)
SGI Project Number: 135113SG2023
Proposal Date: 8/25/2024

Project Description:

The Township Parks and Recreation Committee met in July and has prioritized the necessity to secure funding for a portion of the proposed Tooley Road Park (Thumbs-Up Park). The proposed park is one element of the Township's vision to develop the Township owned parcel along Tooley Road. The Township previously contracted Spicer Group in 2023 to develop a conceptual drawing of the multipurpose path and complete and submit a Sparks Grant Application on behalf of the Township.

The Township Parks and Recreation Committee is requesting Spicer Group revise the conceptual drawing and project construction estimate for the Tooley Road Park (Thumbs-Up Park!). The Township Parks and Recreation Committee requests that modifications to the proposed parking lot be made to accommodate the Township's Spring Cleanup Day, which has historically taken place at the Spencer J. Hardy Airport.

Spicer Group will provide a detailed project cost summary for the Tooley Road Park (Thumbs-Up Park!). The project cost will include a detailed preliminary estimate of construction (PEC) as well as an estimate of design engineering (DE) and construction engineering (CE) costs. Spicer Group will provide a revised conceptual drawing to reflect changes proposed by the Township Parks and Recreation Committee. For this project, we will provide a maximum of three (3) alternatives for the Township Parks and Recreation Committee's consideration.

Detailed Scope of Work:

The scope of this proposal includes professional engineering services required for design of the project. A more detailed scope is provided below:

1. Conceptual Phase
 - a. Develop PEC for Tooley Road Park (Thumbs-Up Park!)
 - b. Revise CAD conceptual drawing and provide PDF deliverable. A maximum of three alternatives will be provided.
 - c. Two meetings with Township for coordination and incorporation of Township review comments.

Sub-Contractors:

We do not anticipate a need for subcontractors on this project.

Fee Breakdown:

Our proposed fee schedule follows. We will submit monthly invoices to you for our basic professional services, any additional authorized services, and any reimbursable expenses. Subconsultant fees are included in the fee schedule and their fees will be clearly indicated on our invoices. Our proposed fee is broken down based on the project phases outlined in our *Detailed Scope of Work*, but actual fees may vary. The total fee is a “not-to-exceed” amount, meaning we will not exceed that amount without prior authorization. To closely monitor project progress and budget, we will communicate with the Township Treasurer and Township Supervisor any variances in our fee for each phase.

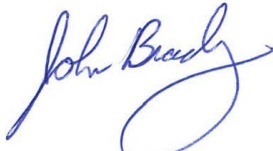
1. Conceptual Phase	\$3,000.00

TOTAL (NOT-TO-EXCEED)	\$3,000.00

If this proposal meets your approval, please indicate so with an authorized signature below.



Phil Westmoreland, P.E
Principal



John Bradley, E.I.T
Project Manager
SPICER GROUP, INC.

8/25/2024

SIGN _____

PRINT _____

DATE _____

HOWELL TOWNSHIP

Howell Township Treasurer

From: [REDACTED]
Sent: Tuesday, September 3, 2024 7:15 PM
To: Howell Township Treasurer
Cc: Howell Township Supervisor; [REDACTED]; Howell Township Deputy Treasurer; [REDACTED]
Subject: RE: Superfund Report
Attachments: Summary of EPA 4th Five Year Report_Curt Hamilton 20240819.docx; Shiawassee River Committee_GOALS_Aug 2024.docx

Jonathan,

Thank you for reaching out. Please find my notes from our meeting last week.

Attached also are:

- 1) 1 page Summary of EPA Five Year Report (FYR)
- 2) Goals for the Shiawassee River Committee

As we discussed in our meeting, I will be prepared to discuss these items in next Monday's (9/9/24) Township Board meeting.

--

Meeting Minutes

Shiawassee River Committee

(committee formed to follow-up on the EPA 5 Year Report (FYR) for the Shiawassee River Superfund Site issued 7/19/2024 <https://semspub.epa.gov/work/05/992956.pdf> (aka 2440 W Highland Rd Superfund Site), and other river related issues in Howell Township Michigan)

Meeting Date: 8/28/2024 (4:00-5:00PM)

Meeting Place: Howell Township Hall

Attendees:

Mike Coddington, Howell Township Supervisor
 Jonathan Hohenstein, Howell Township Treasurer
 Toni Michaels, Township Resident
 Curt Hamilton, Township Resident

Background:

At the June 10, 2024 Howell Township Board Meeting, Board Trustee, Bob Wilson, suggested that a committee be formed to address the issue of pollution and flooding of the Shiawassee River in the Township. Township residents Toni Michaels and Curt Hamilton volunteered to join the committee and Supervisor Coddington offered to join as a Township representative. It was noted that the EPA had a forthcoming report due in 2024 and this report could be used as a driver for follow-up and actions taken.

The Forth Five-Year Report for the Shiawassee River Superfund Site Livingston County, Michigan (aka 2440 W Highland Road Superfund Site) was issued (dated) 7/19/2024.

Meeting Notes:

- Curt Hamilton provided a 1 page summary of the 5 Year Report (FYR) (attached) that was used as an agenda starter
- Mike Coddington and Jonathan Hohenstein mentioned that they were not aware of the EPA Superfund Site Reports until it was brought to their attention in the recent Township Board meetings. This is the 4th Five

Year Report (20th year). Mike mentioned that he knew of the site being polluted but did not know of any actions that needed to be taken.

- The Report does note that the Oversight Party for action items to be taken is the EPA and State (ie EGLE)
- Mike offered that Deputy Treasurer, Teresa Murrish, would be a good resource for research of the site. Teresa is currently working on the pollution issues on the Township Park property.
- Jonathan offered that EGLE specialist Rebecca Taylor works on the non-Superfund issues with the 2440 W Highland Road (Vern Brockway) property.
- Curt and Toni mentioned that the new FYR changed from the 2019 version in that the Consent Decree related to the property was updated to a "Partial Consent Decree which releases the current owner from ongoing monitoring of the property. The lawsuit or legal judgement needs to be found and understood
- Toni Michaels offered that she has lived on her property on the Shiawassee for over 30 years and she has communicated pollution issues to the Township over the last 10 years from when she was approached for river testing on her property.
- From the 1 page summary, Curt highlighted that there were 2 action items that are due by 9/30/2024:
 - "Finalize the FIRST MNR Report. Determine if ongoing source(s) are preventing natural recovery;"
 - "An updated CSM should be developed that assesses potential sources, transport, current exposure concentrations, and changes over time."
- The topic of river flooding and debris clean-up was discussed and Drain Commission, Ken??, would be included in future meetings
- The FYR mentions not being able to account for human health effects of the Superfund Site. Toni mentioned that the County Health Dept may have some insight on the matter from previous years.
- Mike offered to reach out to Rep Bob Bezotte and Sen Lana Theis regarding the FYR that Curt had emailed to them previously
- Curt mentioned that he had reached out to US Representative Elissa Slotkin's office regarding available federal fund for river clean-up. Curt will let the committee know of any news.
- Curt shared Goals for the Committee (attached) which will be used to guide the Committees activities.

Submitted by
Curt Hamilton

From: Howell Township Treasurer <treasurer@howelltownshipmi.org>

Sent: Tuesday, September 3, 2024 10:20 AM

To: [REDACTED]

Subject: Superfund Report

Curt,

In our meeting you said you wanted your summary of the EPA report and another document (I believe it was the goals of the Committee) included in the Board's packet. I have your summary but have not yet received the other document. Could you please send it to me so we can get it in the packet?

Thanks,
Jonathan

Howell Township Treasurer
Howell Township Zoning Administrator
treasurer@howelltownshipmi.org
517-546-2817

Shiawassee River Committee

August 2024

GOALS (DRAFT):

1. Summarize the EPA 5 Yr Report (FYR) for the general public.
2. Determine what State/Federal/other funds are available to clean up the pollution from the river to get to safe levels.
3. Determine if there are any current pollution sources still within the Shiawassee River drainage basin and shut them down.
4. Understand the floodplain next to the Shiawassee River and clear the river of any debris that contributes to flooding.
5. Understand the new proposed Tooley Road Park and its relationship to the Shiawassee.

Goals may be updated as more information is gathered relating to the Shiawassee River Superfund Site (aka 2440 W. Highland Road Superfund Site)

Summary of EPA 4th Five Year Report (FYR) for the Shiawassee River Superfund Site

Livingston County, Michigan

Report Date 7/19/2024

Summarized by Curtis Hamilton

Final Conclusion from the Protectiveness Statement from the EPA Report:

- “The remedy at the Shiawassee River Superfund Site is not protective of the environment.
- “SWAC concentrations of PCBs in sediment from all river miles exceed the 2001 ROD long-term cleanup goals.
- “A current evaluation of the natural recovery...and if and where ongoing source(s) of PCB contamination exist, is needed.”

Actions needed to be taken:

- “Finalize the draft LTMP and implement the first round of LTM data collection.
 - DUE DATE: 6/30/2025 RESPONSIBILITY: Adient US LLC Oversight Party: EPA/State
- “Finalize the first MNR Report. Determine if ongoing source(s) are preventing natural recovery
 - DUE DATE: 9/30/2024 RESPONSIBILITY: Adient US LLC Oversight Party: EPA/State
- “An updated CSM should be developed that assesses potential sources, transport, current exposure concentrations, and changes over time.
 - DUE DATE: 9/30/2024 RESPONSIBILITY: Adient US LLC Oversight Party: EPA/State
- “PRP (Adient) will develop an O&M Plan following approval of the LTMP.”
 - DUE DATE: 11/30/2025 RESPONSIBILITY: Adient US LLC Oversight Party: EPA/State

Observations:

- The fact that this is the 4th Five Year Report (20 yrs) and the EPA and EGLE are still waiting for the FIRST round of LTM date and the FIRST MNR Report shows that there is a plan of ignoring the requirement of monitoring/cleanup and a lack of oversight capability by the EPA/State.
- Legal ruling(s) seem to have let the polluters “off the hook” from the requirements of the 2019 FYR.

This item will be used for multiple agenda items. Please refer to agenda item numbers added on the side.

Howell Township Treasurer

From: Bob Wilson [REDACTED] >
Sent: Wednesday, September 4, 2024 11:44 PM
To: Howell Township Assessor; Howell Township Clerk; Howell Township Supervisor; WHMI News; Howell Township Treasurer
Subject: Agenda Items for 9-9-24 Board meeting.

8-F

1. American legion parking lot violation. Veterans to attend meeting. Is state owned land twp jurisdiction? What happened to complaint based ordinance twp? Supervisor is now patrolling violations? Twp picked the wrong person for ordinance officer.

7-E

2. Vess drain? Any word or plans? Going to the drain commission? Someone going to do something about Doris Morris's culvert put in wrong and made into a dam?, not to code and flooding 5 neighboring properties and the road itself when it rains alot? Use some of that 1.2 mil to permazyne Brewer rd? Because Coddington can't keep his word and make Vess stop draining his gutter water to the street as a safety violation like he said he would?

3. Cemetary drain project. [REDACTED]

Pioneer Cemetery project will not be added to the agenda per Township Supervisor.

8-A

4. Carol in office. Few meetings ago asked for additional money, \$8K annually? to train her replacement. Is this a forever thing? Even after the training is over? Isn't the money she gets from the other 2 jobs she is ignoring at the time enough, that she gets paid for whether she is doing them or not? On another payroll note.. Please explain when the salary plus hourly pay kicks in as last yr Hohenstein collected an additional \$18k for hourly pay? What is Hohenstein's expected income to be for 2024 if his salary is 104k , what is the hourly going to be approx?

01:25 PM

Tax Roll: HOWELL TOWNSHIP
2024

Taxing Authority	Total Billed	Total Paid	Collected
(S) STATE ED TAX - F	89,284.65	20,477.72	22.94%
(S) COUNTY ALLOCATED	1,623,656.91	544,033.76	33.51%
(S) FO SCHOOL OPER	24,804.85	17,491.56	70.52%
(S) LIVINGSTON ISD	1,612,221.57	540,202.01	33.51%
(S) STATE ED TAX - H	2,933,590.45	998,886.85	34.05%
(S) HO SCHOOL OPER	3,674,560.42	1,968,439.29	53.57%
(S) HO SCHOOL DEBT	1,356,720.81	458,918.34	33.83%
(S) STATE ED TAX	36,787.79	0.00	0.00%
(S) Total	11,465,278.41	4,593,929.33	40.07%

Code Enforcement List

10-D

09/03/2024

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. 8.1.24 - Site visit completed. No observed business activity at site.					
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. 8.1.24 - Site visit completed. Tent and fencing have been removed, large pile of dirt has been removed, additional gravel parking area still on MDOT property.					

Code Enforcement List

09/03/2024

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
3590 W GRAND RIV Complaint Zoning Violations:Outdoor storage without screening, setback issues, parking not hard surfaced, no sign permit.	HASLOCK PROPERTIE	4706-28-100-024	05/06/2024		OPEN - FIRST LETTER SENT
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.					
4348 CRANDALL RD Complaint 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.	RITCHEY TROY AND	4706-09-400-017	05/01/2024		OPEN - COMPLANT RECEIVE
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. 7.8.24 - Homeowner came in to discuss violation. Owner said they can get the property cleaned up by the end of the month; scheduled site visit. 8.1.24 - Site visit completed. No action has been completed on site. Letter sent to owner.					

Code Enforcement List

09/03/2024

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
2520 BOWEN RD Complaint Backyard looks like a land file.	SOJA LORI A AND MO	4706-22-100-011	01/09/2024	PUBLIC - PHONE	OPEN - FIRST LETTER SENT
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. 8.1.24 - Site visit completed. Crushed concrete is mostly distributed on the driveway, one small pile remains. Site clean-up is almost complete.					

Code Enforcement List

09/03/2024

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.					
8.1.24 - Site visit completed. Owner still working on clean-up.					

Code Enforcement List

09/03/2024

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 Final notice sent.
1.16.2024 Mr. Munsell was in the office. Said that the camper is still licensed., and will be getting the truck off the property. will clean up the site in the spring when the snow 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 notice 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.
6.25.24 - 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.
8.1.24 - Site visit completed. Spoke to the renter about the remaining items to be completed. Emailed property owner RE same.

Records: 7

Population: All Records

Monthly Permit List

09/03/2024

1/2

Commercial Land Use

Permit #	Applicant	Address	Fee Total	Const. Value
P24-138	A Z Shmina Inc	2895 W GRAND RIV	\$50.00	\$0.00
	Work Description: Interior remodel - no outside structural changes			
P24-142	C E C Electric	4495 W GRAND RIVER AVE	\$50.00	\$0.00
	Work Description: Generator - Model RG048 - 48KW 60 Hz			

Total Permits For Type:	2
Total Fees For Type:	\$100.00
Total Const. Value For Type:	\$0.00

Residential Land Use

Permit #	Applicant	Address	Fee Total	Const. Value
P24-128	Install Partners LLC	5833 ANNABETTE LN	\$10.00	\$0.00
	Work Description: Install 1 70" x 70" patio door			
P24-139	JONES JACOB A & WATSON JENNA C	200 BAIN	\$50.00	\$0.00
	Work Description: Chain link fence in backyard, allowing for the fence to avoid the existing septic field.			
P24-145	Ethical Exteriors NATHAN WOOD / KIM BOLTHOUSE	5478 BRADBURY DR	\$10.00	\$0.00
	Work Description: Re-roof - 1 layer tear off home and garage. No structural changes.			
P24-140	COUNTS MATTHEW E AND CHRISTINA	2453 BYRON RD	\$50.00	\$0.00
	Work Description: 12' x 60' lean-to addition to existing barn. Addition included as part of variance granted by Township ZBA.			
P24-144	Hartland Electric	5606 BYRON RD	\$10.00	\$0.00
	Work Description: Installing a Generac whole house generator 22KW			
P24-127	HOOVER WILLIAM J III	25 CASTLEWOOD DR	\$75.00	\$0.00
	Work Description: 32' x 48' accessory structure			
P24-134	GORAL CONSTRUCTION MACIEJ OGONOWSKI	5707 CRANDALL RD	\$10.00	\$0.00
	Work Description: Reroof, no structural changes			
P24-126	RENOVATIONS ROOFING & REMODELING, INC	ENGLISH GARDENS	\$10.00	\$0.00
	Work Description: Reroof - tear off and re-shingle building #8. Ice shield, 15# felt and vents.			
	WE WILL DO THIS PERMIT AS A RESIDENTIAL WAIVER - IN THE FUTURE IT WILL BE A COMMERCIAL WAIVER the fee will be \$50.00 and should be applied for through the Commercial waiver form.			
P24-137	Victor Home Improvements LLC	3327 FISHER RD	\$10.00	\$0.00
	Work Description: Tear off and re-roof house only.			

P24-131	RENEWAL BY ANDERSEN - Store 92	2530 W GRAND RIVER AVE	\$10.00	\$0.00
	Work Description: Replacing 5 windows.			
P24-130	MOORE KELLY L & TINA MARIE	266 HARMON RD	\$50.00	\$0.00
	Work Description: Updating existing deck - changing to 40' 16' wood deck			
P24-133	NORTHGATE CONSTRUCTION	142 HENDERSON	\$10.00	\$0.00
	Work Description: Re-roof: tear off and re-roof house and attached garage. No structural changes.			
P24-141	NORTHGATE CONSTRUCTION	5520 LOWE RD	\$10.00	\$0.00
	Work Description: Re-roof on house - no structural changes.			
P24-135	COD FENCE	3431 OAK GROVE RD	\$50.00	\$0.00
	Work Description: Replacing two fence sections, one on north side and one on south side of house.			
P24-129	HOME PRO ROOFING	5744 SUNTAR VALLEY DR	\$10.00	\$0.00
	Work Description: Re-roof - tear off and re-shingle.			
P24-136	HOME PRO EXTERIORS	1106 N TRUHN RD	\$10.00	\$0.00
	Work Description: Tear off and re-shingle.			
P24-132	MILLS JOSEPH AND PAIGE	5835 WARNER RD	\$75.00	\$0.00
	Work Description: 32' x 52' accessory structure with a lean-to located in the rear yard.			

Total Permits For Type:	17
Total Fees For Type:	\$460.00
Total Const. Value For Type:	\$0.00

Sign

Permit #	Applicant	Address	Fee Total	Const. Value
P24-143	GUIDED MISSION INVESTMENTS LLC	1800 N BURKHART RD	\$75.00	\$0.00
	Work Description: 4' x 8' Banner sign for Halloween event, 9.1.24 - 11.15.24.			
P24-125	Curb Appeal Concepts	4293 LAMBERT DR	\$175.00	\$0.00
	Work Description: 126" x 20" wall sign on office portion of building.			

Total Permits For Type:	2
Total Fees For Type:	\$250.00
Total Const. Value For Type:	\$0.00

Grand Total Fees:	\$810.00
Grand Total Permits:	21.00

MSU Extension 2025 Zoning Administrator Certificate Program

January 30, 2025 - February 21, 2025

Registration Deadline: December 6, 2024 - 11:45PM

Mt Pleasant Comfort Inn and Suites, Hotel and Conference Center, 2424 S Mission St., Mt Pleasant, MI 48858

Zoning Administrators are among the most important local officials. They are the front line for new development and redevelopment in a community. How well they do, or do not do, their job has a great impact on the future of their community.

Most Zoning Administrators have had no formal training. They learned on the job and may not have uniform skills, but courts expect them to know the rudiments of law as it relates to zoning administration. The MSU Extension Zoning Administrator Certificate (ZAC) Program teaches zoning administrators how to prevent mistakes that lead to expensive lawsuits, while improving their day-to-day effectiveness.

Since 2009, the MSU Extension Zoning Administrator Certificate Program has taught zoning administration techniques in ways that reduce legal risks to the zoning administrator and their community. It is the **ONLY** such program in the state!

The 2025 MSU Extension Zoning Administrator Certificate Program will be held February 20 and 21, at the Mt Pleasant Comfort Inn & Suites Hotel and Conference Center. With just 60 seats available, early registration is highly recommended.

The 2025 Zoning Administrator Certificate Program includes eight modules. One module will be delivered via Zoom video conference on January 30 from 1:30-4 p.m. ET. Two modules will be delivered using self-paced, online learning during the weeks of January 30 - February 19. Participation in all three modules is required prior to the Feb. 20-21 program in Mount Pleasant.

WHO SHOULD ATTEND: New and current zoning administrators, private consultants, and county planners or state agency staff who consult with local zoning administrators

TOPICS COVERED: Job Description; Responsibilities and Basic Ethics; Legal Issues; Reviewing Applications: Common Procedures and Use of Forms; Reviewing Plot Plans and Site Plans; Inspections and Violations; Preparing Files; Reports and Record Keeping; Interactions with other Professionals and Agencies, and Departmental Duties; Customer Service and Counter Behavior

PREREQUISITES: To establish a common starting point in local planning and zoning knowledge, **all registrants must have completed the [MSU Extension Citizen Planner Program](#) or have the AICP credential before starting the ZAC program.**

FEE: \$575 Payment must be received by Dec. 6, 2024, or registration will be cancelled. **Lodging is not included**

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

MTT UPDATE:

Howell W P Acquisition Group, LLC v Howell Township: Filed answer to appeal on July 2nd. The Michigan Tax Tribunal Prehearing General Call set for July 16, 2025, with valuation disclosure due by March 19, 2025.

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 11 for the Residential and Agricultural Classes. I attended a State Tax Commission continuing education class on August 28th. This class covered the PA 660 Audit Training, and it was held at Marion Township. The PA 660 Audit which was formerly known as the “AMAR” is going to be in the spring of 2025 for all the municipalities in Livingston County. The State Tax Commission uses Reason Consulting, an independent third-party auditor, to conduct the audits. There are two outcomes from the audit. When the audit is complete, a determination of either Substantial Compliance or Noncompliance is given. Substantial Compliance means you passed and will be audited in the next five-year cycle. If given a determination of Noncompliance, a follow-up review will take place the following year. The Assessor will be tasked with creating a Corrective Action Plan to remedy the deficiency. If the Corrective Action Plan results in Noncompliance, the local unit has three options. They can hire a new Assessor, assign the Designated Assessor, or have the assessment roll seized by the State.

OTHER: Completed wrapping up the 2023-2024 fiscal year. Prepared financial reports for September Township Board meeting. Attended August wastewater treatment plant meeting.

Howell Township
Wastewater Treatment Plant Meeting
Meeting: August 21, 2024 10 am

Attending: Greg Tatara, James Aulette, Brent Kilpela, Jonathan Hohenstein

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

Storm Response: As discussed in the previous month's report:

The recent large storm that came through the area dropped approximately 5-inches of rain. Everything in the system handled the storm well including the extra infiltration. The crew brought the north clarifier online to protect the sludge blanket in the south clarifier. Once the north clarifier is in working order having both in operation will help prevent moving solids through the plant.

Greg got a quote for \$6,000 to get the north clarifier working temporarily until the new clarifier can be installed. Greg thinks he can get the work done for \$3,000 due to the work that his crew can perform. Greg is asking for approval of \$6,000 to get the north clarifier in working order

Contract Addition: Genoa Township has acquired additional property that includes a house and a few accessory structures. Genoa Township is allowing MHOG to fix up the structures for cold material storage. Genoa Township will pay for the updates and MHOG will pay back the Township \$16,000 per year through at least March 31, 2028. Greg looked into renting storage space and the cost was significantly higher. The yearly \$16,000 price increase will be distributed among the entities at their allocation percentages of the system. Howell Township's 2024 allocation percentage is 9.43% of the system, making our 2024 increase \$1,508.80 for the storage.

Committee recommends approval of all the wastewater treatment items as presented.

Respectfully submitted,
Jonathan Hohenstein

Howell Township Monthly Wastewater Operations Report



Sludge Removal – 2024

August 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 July.

During the last month of operations, we treated **11.6MG** of wastewater with no permit violations.

All preventative maintenance was completed at the plant.

FHC visited last month to take measurements for the new clarifier. Westech anticipates the equipment will ship in 26-29 weeks, which puts us around late January, early February.

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

- Normal Operation

Junction Chamber

- Normal Operation

RAS Building & Clarifier

- FHC Onsite to take measurements for WESTECH
- Ordered New RAS/WAS Pump

Sand Filters

- Normal Operation

Post Aeration

- Normal Operation

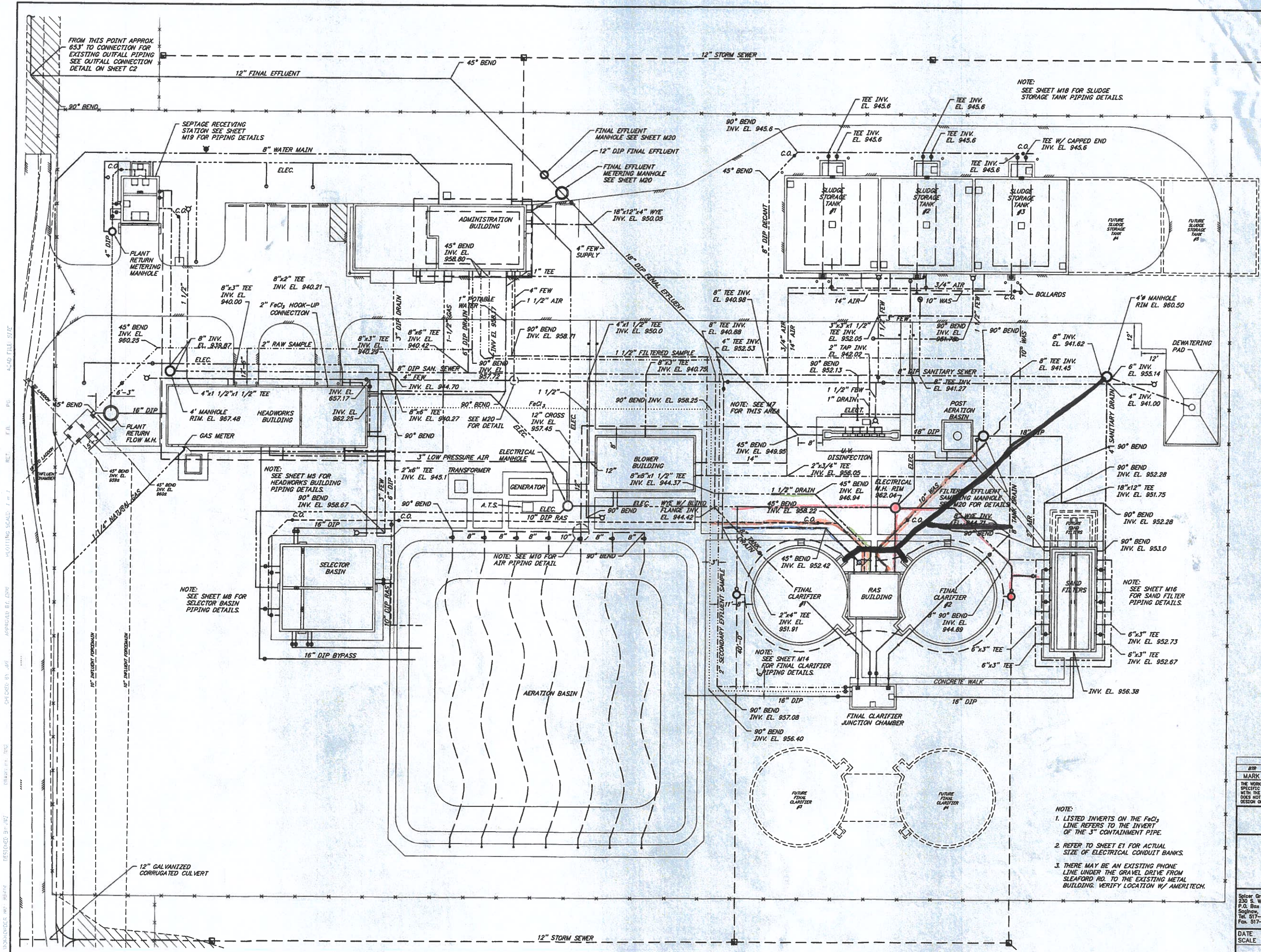
UV System

- Normal Operation

Recycle Pump Station

- Normal Operation

Howell Township WWTP	
Plant Performance	Jul-24
HT WWTP Flows	
TOTAL MONTHLY EFF (MG)	10.46
TOTAL MONTHLY INF (MG)	11.60
Final Effluent Monitoring	
INF pH	7.08
EFF pH	7.32
INF NH3-mg/L	33.46
EFF NH3-mg/L	0.14
INF PO4-mg/L	5.91
EFF PO4-mg/L	0.39
INF TSS-mg/L	423.65
EFF TSS-mg/L	5.12
INF CBOD-mg/L	193.13
EFF CBOD-mg/L	1.00
<i>AVG.% NH3-N REMOVAL</i>	99.59%
<i>AVG.% TOTAL P REMOVAL</i>	93.38%
<i>AVG.% TSS REMOVAL</i>	98.79%
<i>AVG.% CBOD REMOVAL</i>	99.48%
<i>AVG.% OVERALL REMOVAL RATE</i>	97.81%
Chemical Used	
Ferric Gallons	1,215
Utilities	
Gas	1
Power KWH	45,280
Water Gallons	73,786
Sludge Processing	
Gallons Wasted	256,867
Gallons Hauled	510,000
Weather Summary	
TOTAL PRECIPITATION	6.84
AVG DAILY PRECIPITATION	0.62
MAX DAILY	1.80



GAS LOAD TABLE

ADMINISTRATION BUILDING	CFH
GAS FURNACE	195
GAS-FIRED HEATER	117
GAS-FIRED WATER HEATER	185
HEADWORKS BUILDING	
MAKE-UP AIR UNIT	683
GAS-FIRED HEATER	117
TOTAL	1307

LEGEND

- ELECTRICAL
- MAIN PROCESS FLOW
- RAS
- WAS
- LOW PRESSURE AIR
- HIGH PRESSURE AIR
- CHEMICAL
- FEW
- SAMPLE
- DRAIN/SANITARY SEWER
- SEPTAGE
- STORM SEWER
- POTABLE WATER
- GAS
- EXISTING FORCEMAIN
- ⊠ GATE
- ⊙ VALVE
- CLEAN OUT
- ⊙ CATCH BASIN
- ⊞ STOP PLATE
- ⊙ YARD HYDRANT
- ⊙ FIRE HYDRANT
- BOLLARD

REV	AS REVISED	DATE
		10/10/01

THE WORK REPRESENTED BY THIS DRAWING WAS DESIGNED BY THE ENGINEER FOR THIS SPECIFIC APPLICATION AND SPECIFIC LOCATION DESCRIBED HEREIN IN ACCORDANCE WITH THE CONDITIONS PREVALENT AT THE TIME THE DESIGN WAS DONE. THE ENGINEER DOES NOT GUARANTEE AND WILL NOT BE LIABLE FOR ANY OTHER LOCATION, CONDITION, DESIGN OR PURPOSE.

**HOWELL TOWNSHIP
WASTEWATER TREATMENT PLANT**

YARD PIPING PLAN

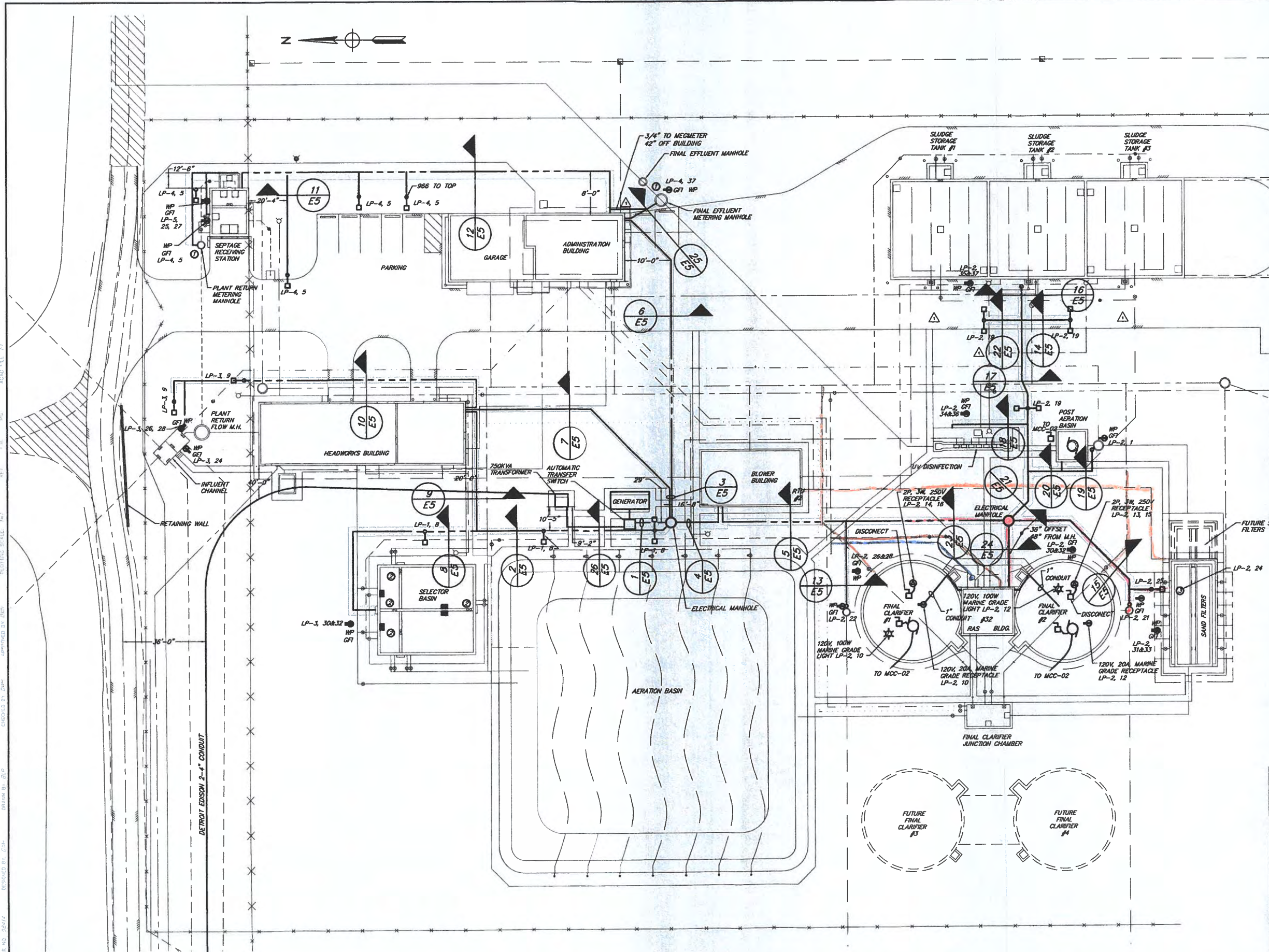
Spicer Group
230 S. Washington Ave.
P.O. Box 1889
Saginaw, MI 48605-1889
Tel: 517-754-4317
Fax: 517-754-4440

Spicer Group
100 S. Ottawa
St. Johns, MI 48879
Tel: 517-224-2355
Fax: 517-224-2357

DATE	MAY, 1999	SHEET	52 OF 89	M
SCALE	1"=20'	FILE NO.	DS-3664-52	4
STDS.				

DESIGNED BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name] DATE: [Date]
 PLOTTING SCALE: 1"=20'
 4540 FILE SIZE

- NOTE:**
- LISTED INVERTS ON THE FeCl₃ LINE REFERS TO THE INVERT OF THE 3" CONTAINMENT PIPE.
 - REFER TO SHEET E1 FOR ACTUAL SIZE OF ELECTRICAL CONDUIT BANKS.
 - THERE MAY BE AN EXISTING PHONE LINE UNDER THE GRAVEL DRIVE FROM SLEAFORD RD. TO THE EXISTING METAL BUILDING. VERIFY LOCATION W/ AMERITECH.



LEGEND

- MOTOR
- 2P, 3W, 250V RECEPTACLE
- 120V DUPLEX RECEPT. GROUND FAULT INTERRUPTER, WITH WEATHER PROOF COVER PLATE; HUBBELL OR APPROVED EQUAL
- 208V DUPLEX RECEPT. GROUND FAULT INTERRUPTER, WITH WEATHER PROOF COVER PLATE; HUBBELL OR APPROVED EQUAL
- DISCONNECT
- DISCONNECT/STARTER
- OUTDOOR LIGHTS AND POLE
- OUTDOOR LIGHT AND POLE

NOTES:

- 1 CONTRACTOR SHALL INSTALL A MERCURY ALARM FLOAT IN THE METERING MANHOLES AND CONNECT PER THE INSTRUMENTATION DRAWINGS.
- 2 CONTRACTOR SHALL SUPPLY AND INSTALL LIMIT SWITCHES ON THE GATE OPERATORS. THEY SHALL BE WIRED PER THE INSTRUMENTATION DRAWINGS.
- 3 CONTRACTOR TO CONNECT 120V CIRCUIT TO SAND FILTER CONTROL PANELS PER SPECIFICATION SECTION 11.367.

REV	DESCRIPTION	DATE
1	CORRECTED CONFORMING TO CONSTRUCTION RECORDS	8/5/91
2	CONDUIT REVISIONS	12/13/99

HOWELL TOWNSHIP
WASTEWATER TREATMENT PLANT

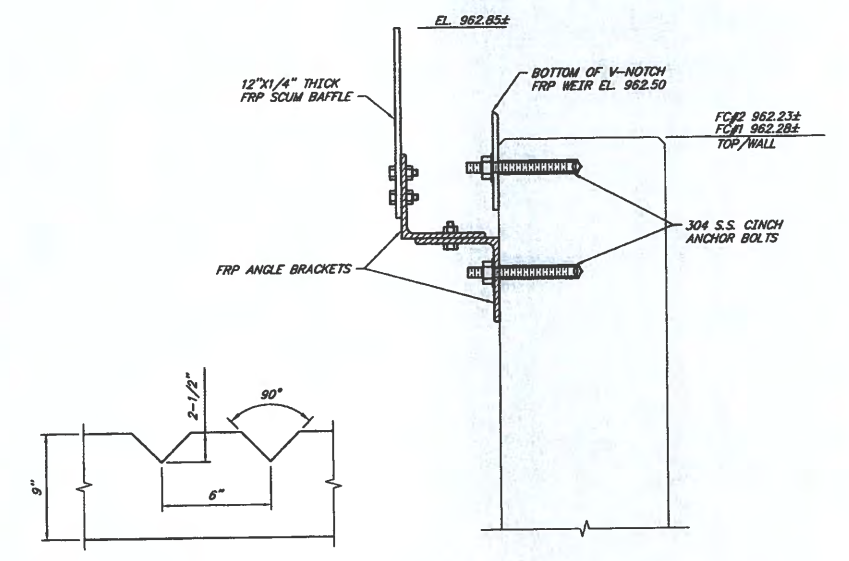
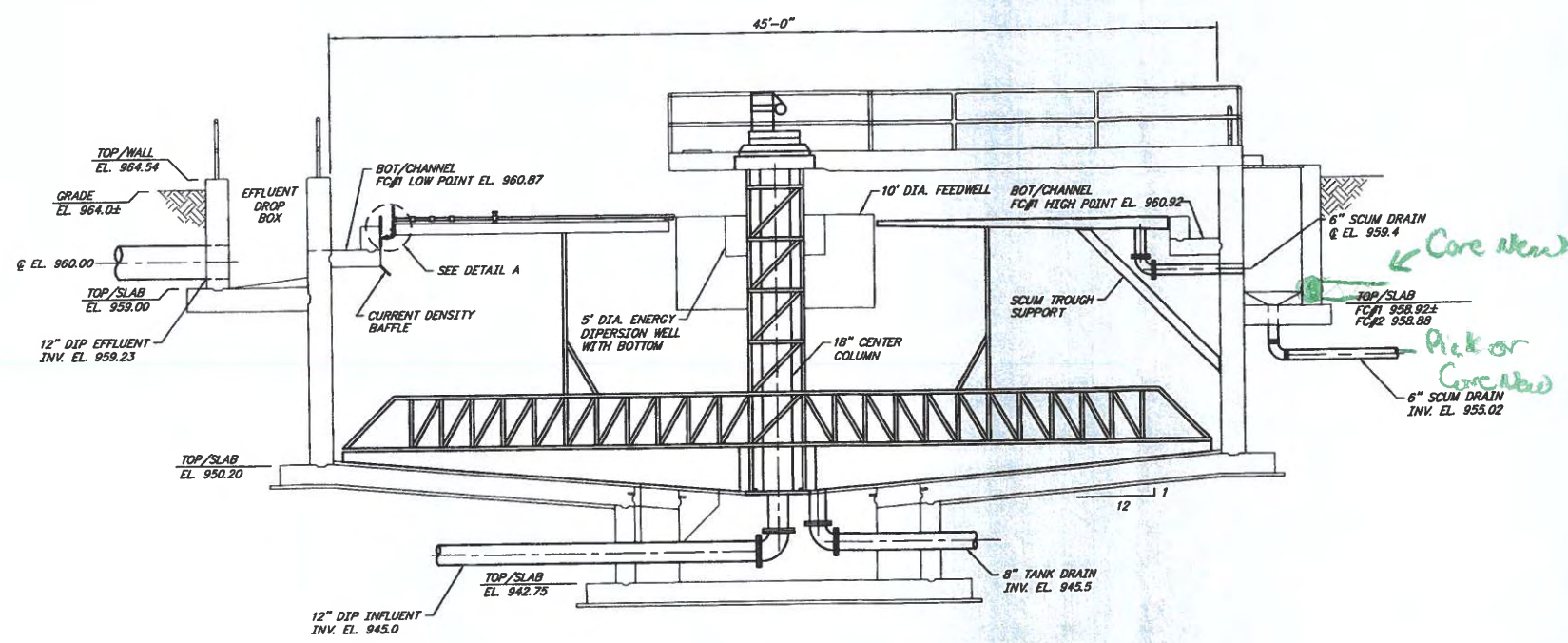
**ELECTRICAL
SITE PLAN**

Solner Group
230 S. Washington Ave.
P.O. Box 1699
Southport, IN 46605-1699
Tel. 517-754-4717
Fax. 517-754-4440

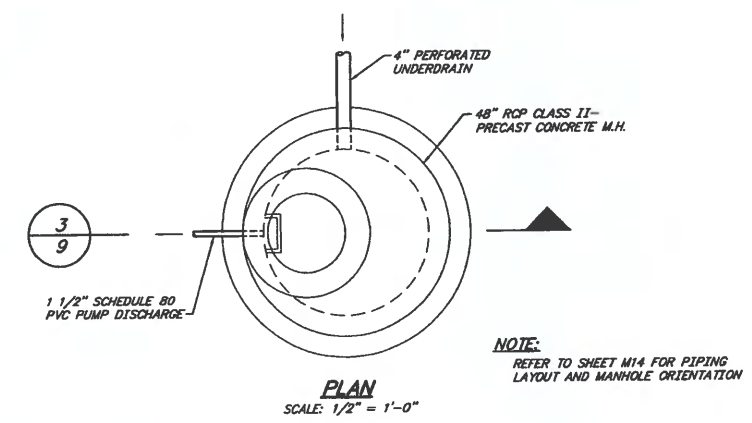


DATE: MAY, 1999
SCALE: NOT TO SCALE
SHEETS: 72 OF 89
FILE NO.: DS-3664-72
STDS. E 1

DRAWING NO. 05-444
 DESIGNED BY: CSM
 CHECKED BY: DMH
 APPROVED BY: ABE
 DATE: 5/13/99
 ACAD FILE: C1



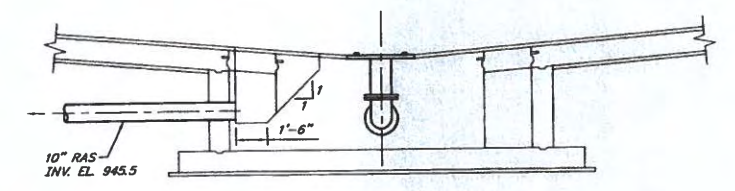
A
M15
WEIR AND BAFFLE DETAILS
SCALE: NOT TO SCALE



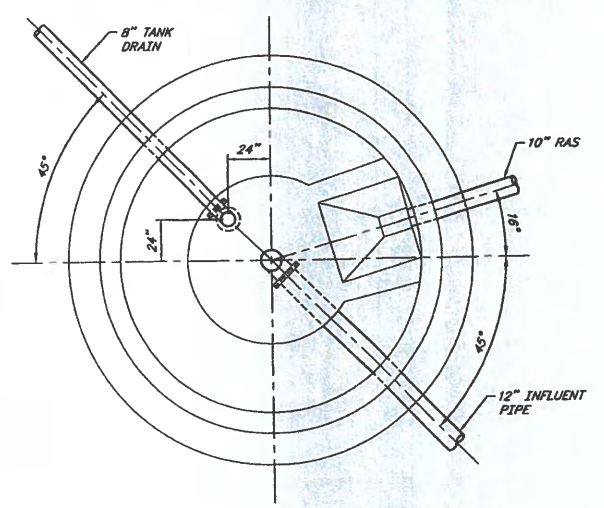
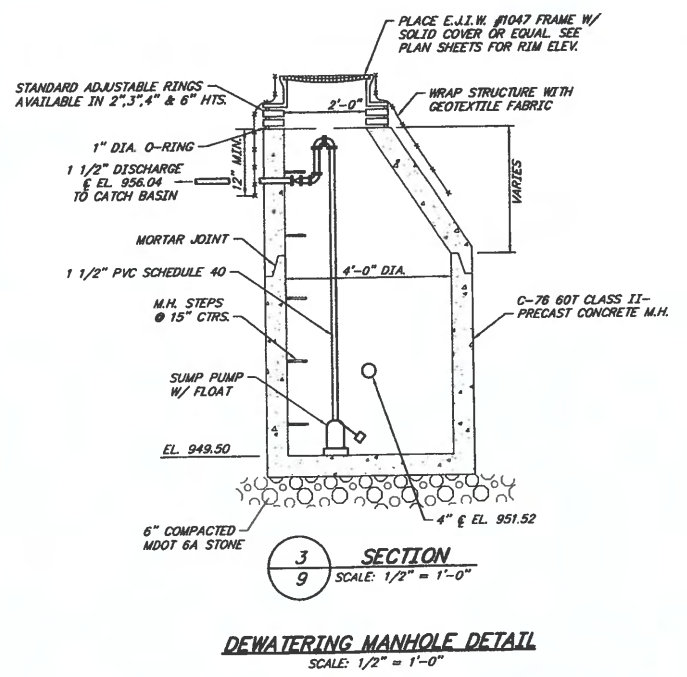
1
M14
SECTION
SCALE: 1/4" = 1'-0"

NOTE: COMPONENTS ARE ROTATED INTO SECTION FOR CLARITY.

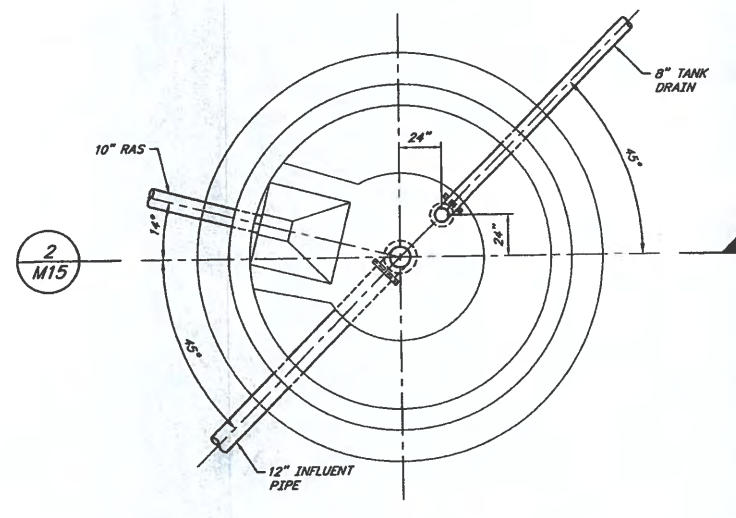
NOTE: CLARIFIER MECHANISM DIMENSIONS & DETAILS PER THE MANUFACTURER'S REQUIREMENTS.



2
M15
CLARIFIER BASE DETAIL
SCALE: 1/4" = 1'-0"



FINAL CLARIFIER #1
PLAN VIEW @ EL. 948.0
SCALE: 1/4" = 1'-0"



FINAL CLARIFIER #2
PLAN VIEW @ EL. 948.0
SCALE: 1/4" = 1'-0"

NOTE: SEE SHEET S24 FOR PIPE PENETRATION DETAIL.

MARK	AS BUILTS	4/2/01
REVISIONS	DATE	
<p>THE WORK REPRESENTED BY THIS DRAWING WAS DESIGNED BY THE ENGINEER FOR THIS SPECIFIC APPLICATION AND SPECIFIC LOCATION DESCRIBED HEREIN IN ACCORDANCE WITH THE CONDITIONS PREVALENT AT THE TIME THE DESIGN WAS DONE. THE ENGINEER DOES NOT GUARANTEE AND WILL NOT BE LIABLE FOR ANY OTHER LOCATION, CONDITION, DESIGN OR PURPOSE.</p>		
<p>HOWELL TOWNSHIP WASTEWATER TREATMENT PLANT</p>		
<p>FINAL CLARIFIERS SECTIONS AND DETAILS</p>		
<p>Spicer Group 230 S. Washington Ave. P.O. Box 1889 Saginaw, MI 48605-1889 Tel. 517-754-4717 Fax. 517-754-4440</p>		
<p>Spicer Group 100 S. Ottawa St. Johns, MI 48879 Tel. 517-224-2355 Fax. 517-224-2357</p>		
DATE	MAY, 1999	M
SCALE	AS SHOWN	
STDS.	FILE NO.	15
	DS-3664-63	

W198415M15.dwg, Model: 1003/01 03:39:27 PM, JRJ
 CHECKED BY: JAC
 DESIGNED BY: JAC
 DRAWN BY: JAC
 PROJECTING SCALE: 1/4" = 1'-0"
 SHEET NO. 63 OF 89
 FILE NO. DS-3664-63

Well Top
Elevations

Electrical Conduit ?

Tank Drain - 944'

Bath Drain MH ~~944~~

Rim of MH - 960

18" Final EFF 957

2" Final EFFluent - 952.42

Scum Drain ~ 958'

15" RAJ - ~958' -

1 1/2" Drain Water - 946.94

New Hole - 959

- on the 2" PEW

- just on RAJ @ 958

- on the 1 1/2" drain @ 946

- Dip Under 10" WAS @ 959

- Down to Tank Drain @ 944.



30836 W 8 Mile
 Farmington Hills, MI 48336
 TO: MHOG.

Estimate

07/24/24

**Sewer Line Drainage
 Howell Packard WWTP**

DESCRIPTION OF WORK / LINE ITEMS	Qty.	Unit	HRS	Rate	Total Per Line
Excavate & Install 165LF Of 6" Sewer. Core / Tap MH & (2) Sumps					
Operator/Foreman Reg	1	HR	8	\$ 75.00	\$ 600.00
Operator/Foreman OT	1	HR	2	\$ 125.00	\$ 250.00
Labor Reg	4	HR	8	\$ 68.00	\$ 2,176.00
Labor OT	4	HR	2	\$ 90.00	\$ 720.00
Mobilize/Demobilize Excavator	1	EA	1	\$ 900.00	\$ 900.00
Excavator	1	HR	10	\$ 140.00	\$ 1,400.00
Service Truck	1	HR	10	\$ 45.00	\$ 450.00
Dump Trucks Tri Axle W/Driver	1	HR	10	\$ 150.00	\$ 1,500.00
Generator	1	EA	1	\$ 300.00	\$ 300.00
6A Stone	10	Yd/T	-	\$ 38.00	\$ 380.00
6" Scheule 40	165	LF	1	\$ 13.00	\$ 2,145.00
6" Scheule 40 Fittings	1	LS	1	\$ 400.00	\$ 400.00
FMG Core MH & (2) Structures	1	LS	1	\$ 750.00	\$ 750.00
				Total	\$ 11,971.00
Overall Total				\$	11,971.00

Vince D'Angelo (248) 515-1942

Greg Tatara

From: Larry Lind <larry@franklinholwerda.com>
Sent: Thursday, July 25, 2024 4:02 PM
To: Greg Tatara
Subject: RE: 25131A Howell
Attachments: MHOG-Clarifier-Subm-Review-2024.pdf

Hello Greg,

Sorry for the delay been tied up on job sites. Please see the attachment - a little detail on your sludge sump. Brad had no issues with the equipment submittal. Approved as noted from FHC.

Also, Brad and an assistant to help level clarifier center column and prepare unit for back-up duty.

2 men 2 days including travel approx. \$6,000.00.

I'll be out of the office until next week Wed or Thur. I day have cell service so feel free to contact if needed.

Thanks Much,

Larry L. Lind



2509 29th St. SW

Wyoming, MI 49519

Office: 616-538-3231

Cell: 616-813-0104

Email: Larry@FranklinHolwerda.com

From: Greg Tatara <greg@mhog.org>
Sent: Thursday, July 25, 2024 1:49 PM
To: Larry Lind <larry@franklinholwerda.com>
Cc: Jim Aulette <jima@mhog.org>
Subject: RE: 25131A Howell

Hi Larry,

Just following up on that proposal and drawing mark up for Howell Township clarifier. Thanks.

Greg Tatara

Utility Director

MHOG Sewer and Water Utilities

greg@mhog.org

Direct: 810-224-5837

Howell Township Pump Stations

Summary

Pump Stations were checked weekly and lawn has been mowed.

K&J Electric replaced the battery charger for the generator at Pump Station 73. We also replaced the batteries for the generator.

PS-70

- Ordered Pump From Kennedy

PS-71

- Normal Operations

PS-72

- Normal Operations

PS-73

- K&J Electric Replaced Battery Charger for the Generator

PS-74

- Normal Operations

PS-75

- Normal Operations

PS-76

- Normal Operations

PS-77

- Normal Operations

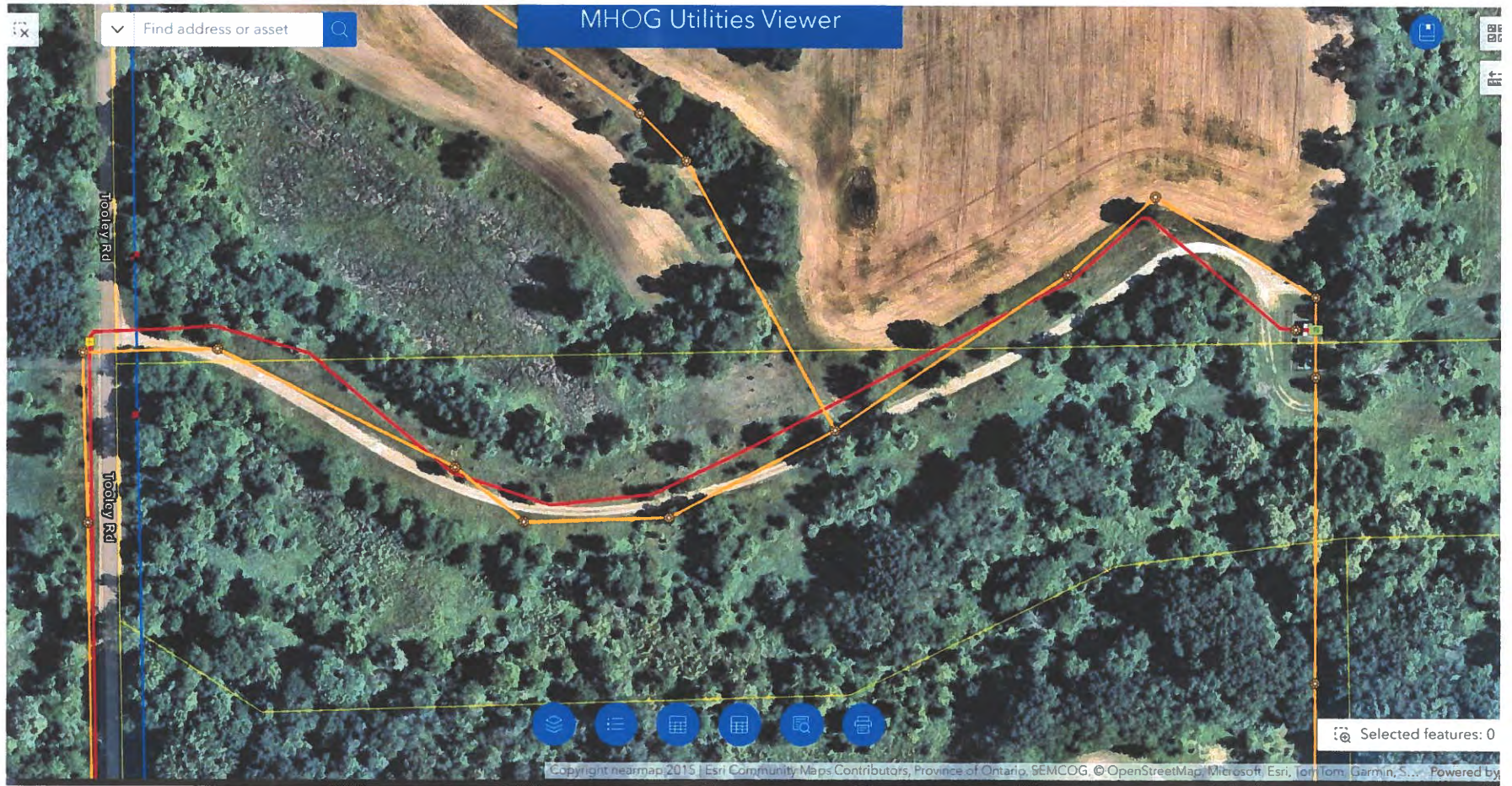
PS-78

- Normal Operations

Pump Station 74
August 19, 2024



Pump Station 74
August 19, 2024



Howell Township
Updated Capital Improvement Plan Summary
Updated 08/19/24

Active CIP and Significant Repairs In Progress					
No.	Project Description	Priority	Initial Estimate	Revised Estimate	Update
1	WesTech North Clarifier Upgrade and New RAS Pump	High	\$450,000	\$321,988	Submittal drawings from WesTech were modified and resent. February likely delivery. Cost from FHC to repair north clarifier to emergency operation. Pump is ordered, September expected arrival.
2	Second Septage / Return Pump Station Pump	Moderate	\$10,000	TBD	Still have plus 1 pump working, hold on this project.
3	Spare Pump for Station 70	High	\$26,255	\$19,825	Pump is Ordered
		Total	\$460,000	\$341,813	

GENOA TOWNSHIP - DPW FUND #233
 BUDGET TO ACTUAL REPORT
 BUDGET FOR THE YEAR ENDING 3/31/24 COMPARED TO ACTUAL
 REVENUES & EXPENSES FOR YEAR ENDING 3/31/24
 (AFTER AUDIT)

APPROVED
 2/21/2024

ACCOUNT#	ACCOUNT DESCRIPTION	AMENDED BUDGET FOR YEAR ENDING 3/31/2024	ACTUAL FOR THE YEAR ENDING 3/31/2024	BUDGET REMAINING	% OF EXPENSE BUDGET REMAINING
REVENUES					
000-626-000	FEES - EXCLUDING OPER LABOR				
000-626-005	MARION SEWER (BILLING ONLY)	27,576	27,551	(25)	
000-626-008	LAKE EDGEWOOD WATER (BILLING ONLY)	4,150	4,117	(33)	
000-626-009	HOWELL TOWNSHIP	-	-	-	
	SUBTOTAL - FEES EXCLUDING OPER LABOR	31,726	31,668	(58)	
000-626-010	FEES - INCLUDING OPER LABOR				
000-626-012	OAK POINTE WATER	260,459	260,459	-	
000-626-011	OAK POINTE SEWER	309,082	309,082	-	
000-626-013	MHOG WATER	1,460,745	1,460,745	-	
000-626-014	LAKE EDGEWOOD SEWER	142,810	142,810	-	
000-626-015	GENOA/OCEOLA SEWER	906,505	906,505	-	
000-626-015.1	HOWELL TOWNSHIP	320,643	320,643	-	
	SUBTOTAL - FEES INCLUDING OPER LABOR	3,400,244	3,400,244	-	
000-626-016	VACTOR TRUCK				
000-626-017	OAK POINTE WATER	3,720	851	(2,869)	
000-626-018	OAK POINTE SEWER	17,360	14,749	(2,611)	
000-626-019	MHOG WATER	8,680	8,226	(454)	
000-626-020	LAKE EDGEWOOD SEWER	9,920	11,062	1,142	
000-626-021	GENOA/OCEOLA SEWER	49,500	68,358	18,858	
000-626-022	HOWELL TOWNSHIP	34,820	18,437	(16,383)	
	SUBTOTAL - VACTOR TRUCK REVENUE	124,000	121,683	(2,317)	
000-672-000	OTHER INCOME				
000-672-001	MISCELLANEOUS	9,000	7,581	(1,419)	
000-628-003	CONSTRUCTION FEES	12,049	17,646	5,597	
000-665-001	INTEREST INCOME	13,000	18,296	5,296	
000-581-001	HOWELL TOWNSHIP	-	-	-	
	SUBTOTAL - OTHER INCOME	34,049	43,523	9,474	
	TOTAL REVENUE	3,590,019	3,597,118	7,099	
EXPENDITURES					
600-801-071	ACCOUNTING				
600-801-072	AUDIT SERVICES	3,500	3,500	-	
600-801-073	ACCOUNTING SERVICES	8,000	10,750	(2,750)	
	TOTAL ACCOUNTING EXPENSES	11,500	14,250	(2,750)	-23.91%
601-860-001	AUTO/TRUCK EXPENSES				
601-862-001	FUEL	74,000	58,685	15,315	
601-991-009	LOAN PAYBACK	80,000	80,000	-	
601-932-001	ROUTINE MAINTENANCE	45,000	30,921	14,079	
601-936-001	DEDUCTIBLE/BODY DAMAGE REPAIR	2,000	1,085	915	
601-981-002	AUTO INSURANCE	23,553	23,553	-	
601-981-001	VEHICLE PURCHASES	-	-	-	
	TOTAL AUTO/TRUCK EXPENSES	224,553	194,244	30,309	13.50%
602-803-009	ADMINISTRATIVE EXPENSES				
602-801-004	RECEIPTING	33,176	33,176	-	
602-940-001	OFFICE RENT & SUPPLY	26,183	26,183	-	
	TOTAL ADMINISTRATIVE EXPENSES	59,359	59,359	-	0.00%
603-948-001	COMPUTER/SW EXPENSES				
603-948-002	COMPUTER HARDWARE EXPENSES	1,800	886	914	
603-948-003	COMPUTER SOFTWARE EXPENSES	-	-	-	
603-948-004	WEB SITE MAINTENANCE	900	899	-	
603-948-005	BSA UTILITY MODULE	4,595	4,595	-	
603-948-006	OTHER (Adobe, Upgrades, etc...)	2,000	325	1,675	
603-950-001	AIR CARDS/JETPACKS	7,500	7,416	84	
	TOTAL COMPUTER/SW EXPENSES	16,795	14,121	2,674	15.92%
604-910-001	PROFESSIONAL DEVELOPMENT				
604-910-002	EMPLOYEE	11,000	10,132	868	
604-910-003	INTERNAL TRAINING	6,000	5,552	448	
	TOTAL PROFESSIONAL DEVELOPMENT	17,000	15,684	1,316	7.74%
606-959-001	CONTINGENCY	-	-	-	
608-709-001	EMPLOYER'S PAYROLL TAXES	143,992	150,684	(6,692)	-4.65%
609-977-003	GIS				
609-977-005	ANNUAL CENTRAL SQUARE DUES	12,115	12,115	-	
609-977-006	ARC GIS ON-LINE LICENSES	8,395	8,395	-	
609-977-007	ROUTINE GIS MAINTENANCE	18,000	18,933	(933)	
609-977-008	NEAR MAP LICENSE	4,500	4,500	-	
609-948-005	HARDWARE (TABLETS)	-	-	-	
	TOTAL GIS	43,010	43,943	(933)	-2.17%
612-840-005	INSURANCE				
612-840-006	BC/BS MICHIGAN	384,560	391,876	(7,316)	
612-840-007	EHIM	60,000	54,846	5,154	
612-718-004	EHIM RESERVE	-	-	-	
612-836-001	WELLNESS PROGRAM	7,865	8,194	(329)	
612-844-001	LIFE/DISABILITY	20,000	20,242	(242)	
612-844-002	WORKERS COMPENSATION	39,082	27,508	11,574	
612-936-003	PROPERTY/LIABILITY INSURANCE	31,000	23,121	7,879	
612-844-003	DENTAL INSURANCE	29,337	29,828	(491)	
	TOTAL INSURANCE	571,844	555,615	16,229	2.84%
613-804-001	LEGAL FEES	380	380	-	0.00%
615-742-001	CREDIT CARD FEES	17,000	16,968	32	0.19%
616-742-001	EMPLOYEE RECRUITING				
616-742-003	ADVERTISING	2,199	2,199	-	
616-742-004	BACKGROUND CHECK	80	80	-	
616-742-005	PRE-EMPLOYMENT PHYSICALS/DRUG SCREEN	700	700	-	
616-742-006	CDL PHYSICALS AND DRUG TESTING	1,887	1,887	-	
	TOTAL EMPLOYEE RECRUITING	4,866	4,866	-	0.00%
617-751-008	OFFICE EXPENSES				
617-934-001	FURNITURE/CAPITAL	-	-	-	
617-750-099	SUPPLIES	7,500	6,135	1,365	
617-851-001	POSTAGE & SHIPPING	10,000	11,913	(1,913)	
	TOTAL OFFICE	17,500	18,048	(548)	-3.13%
630-702-001	SALARIES				
627-715-001	RETIREMENT	185,000	181,353	3,647	
630-702-002	STRAIGHT TIME	1,680,020	1,679,736	284	
630-702-007	OVERTIME	140,000	138,048	1,952	
630-702-011	CONTRACT ENGINEER	52,000	56,045	(4,045)	
	TOTAL SALARIES	2,057,020	2,055,182	1,838	0.09%
640-753-001	SUPPLIES & TOOLS	7,500	6,339	1,161	15.48%
651-853-001	TELEPHONE				
651-853-003	ANSWERING SERVICE	3,500	3,747	(247)	
651-853-004	CELL PHONE ALLOWANCE	24,000	24,127	(127)	
651-853-005	CELL PHONES	1,450	861	589	
651-853-007	CUSTOMER LINE	1,650	1,587	63	

5748
 591
 6339

	TOTAL TELEPHONE	<u>30,600</u>	<u>30,322</u>	<u>278</u>	<u>0.91%</u>
699-995-861	TRANSFERS TO EQUIPMENT RESERVES	<u>60,000</u>	<u>60,000</u>	<u>-</u>	<u>0.00%</u>
699-995-862	TRANSFERS TO PERSONNEL RESERVES	<u>1,000</u>	<u>1,000</u>	<u>-</u>	<u>0.00%</u>
705-767-001	UNIFORMS & PROTECTIVE CLOTHING				
705-767-002	UNIFORMS	<u>20,000</u>	<u>12,165</u>	<u>7,835</u>	
705-767-003	PANT/BOOT ALLOWANCE/SAFETY CLOTH	<u>-</u>	<u>-</u>	<u>-</u>	
	TOTAL UNIFORMS & PROTECTIVE CLOTH.	<u>20,000</u>	<u>12,165</u>	<u>7,835</u>	<u>39.18%</u>
706-767-006	VACTOR TRUCK				
706-932-050	VT - FUEL	<u>4,000</u>	<u>2,870</u>	<u>1,130</u>	
706-932-051	VT - EQUIPMENT/TOOLS	<u>-</u>	<u>-</u>	<u>-</u>	
706-932-052	VT - TRANS TO RESERVE (NEW TRUCK)	<u>100,000</u>	<u>100,000</u>	<u>-</u>	
706-934-040	VT - REPAIRS	<u>20,000</u>	<u>18,813</u>	<u>1,187</u>	
	TOTAL VACTOR TRUCK	<u>124,000</u>	<u>121,683</u>	<u>2,317</u>	<u>1.87%</u>
	TOTAL EXPENDITURES	<u>3,427,919</u>	<u>3,374,853</u>	<u>53,066</u>	<u>1.55%</u>
	CHANGE IN FUND BALANCE	<u>162,100</u>	<u>222,265</u>	<u>60,165</u>	
	BEGINNING FUND BALANCE	<u>227,517</u>	<u>227,517</u>	<u>-</u>	
	REFUNDS TO W/S DISTRICTS	<u>(152,517)</u>	<u>(152,517)</u>	<u>-</u>	
	ENDING FUND BALANCE	<u>237,100</u>	<u>297,265</u>	<u>60,165</u>	
		<u>3/31/24</u>	<u>3/31/2024</u>		

FY 2024
Genoa Township DPW Budget
Fund Balance Returns

System	FY 2024 Allocation Percentage	Allocation Back to Each System
MHOG	42.96%	\$95,485
Genoa-Oceola	26.66%	\$59,256
Oak Pointe Sewer	9.09%	\$20,204
Oak Pointe Water	7.66%	\$17,025
Howell Township	9.43%	\$20,960
Lake Edgewood	4.20%	\$9,335
Total	100.00%	\$222,265

Overage from Fund Balance FY 2023	\$222,265
Overage from Fund Balance FY 2023	\$152,517
Overage from Fund Balance FY 2022	\$102,509
Overage from Fund Balance FY 2021	\$127,691
Overage from Fund Balance FY 2020	\$152,547
Overage from Fund Balance FY 2019	\$92,572
Overage from Fund Balance FY 2018	\$32,537
Overage from Fund Balance FY 2017	\$84,625
Overage from Fund Balance FY 2016	\$67,039
Overage from Fund Balance FY 2015	\$97,573
Overage from Fund Balance FY 2014	\$2,947
Overage from Fund Balance FY 2013	\$103,962
Overage from Fund Balance FY 2012	\$142,627
Total Given Back to Systems	\$1,381,411

THIS MODIFICATION (Modification) TO ARTICLE III, Section 3.5 – Vehicle, Supply, and Material Levels is made as of 17th day of July, 2024 by the Marion, Howell, Oceola and Genoa Sewer and Water Authority (“MHOG”), whose principal office is located at 1577 N. Latson Road, Howell, Michigan 48843, the Genoa-Oceola Sewer and Water Authority whose principal office is located at 2911 Dorr Road, Brighton, MI 48116 (“G-O”), Howell Township (“Howell”), whose principal office is located at 3525 Byron Road, Howell, MI 48855, and Genoa Charter Township (“Genoa”), whose principal office is located at 2911 Dorr Road, Brighton, Michigan 48116. This Modification shall be effective as of July 17, 2024.

WHEREAS, Genoa, MHOG, G-O, and Howell have concluded based on 13 successful years of joint operation, that operational services which share administrative, billing, operational staff and equipment over the Systems has and will continue to result in improved operation, efficiency, and cost savings for the residents served by the Systems; and

WHEREAS, the Township has purchased property adjacent to Genoa Township Hall (6132 Crooked Lake Road, Brighton, MI) that contains a 30 x 40 foot pole building and a 40 X48 foot Pole Building in need of rehabilitation; and

WHEREAS, the Utility Systems have watermain, fire hydrants, repair sleeves and other appurtenances stored outside and at various locations throughout the 4 Township Area; and

WHEREAS the parties to this Modification recognize that having a central location for the storage of equipment, supplies, and materials utilized in the systems is beneficial and will result in a savings of time to make necessary repairs and maintenance of the systems; and

WHEREAS, the Township has a desire to rehabilitate the barns to make them usable and to have them occupied to improve security, reduce potential liability and vandalism, and reduce deterioration to protect their property value; and

WHEREAS, the Utility Department has a desire to have interior storage for watermain, hydrants, and other parts to improve repair response, protect the value of purchased repair parts, improve inventory and security over said parts, centralize storage, and reduce the potential for animal environmental contamination of water supply parts; and,

WHEREAS, based on the mutual benefits to the Township, Utility Department, and Utility Systems, the parties wish to enter into this Modification to the Utility Services Agreement to include rental of the pole buildings from the Township; and

WHEREAS, the Township has developed a cost estimate to rehabilitate the pole buildings for a cost of \$160,000; and

WHEREAS, to encourage stable long term costs and to provide a long term benefit to all parties, the parties intend to rent from the Township, and the Township intends to rent to the parties the pole buildings for a period of 10 years with 5 year renewals at the end of such rental period, subject to the Amended and Restated Utility Services Agreement being renewed as set forth in ARTICLE VI, Section 6.1 Term and subject to the terms below:

NOW, THEREFORE, in consideration of the promises below and other valuable consideration, the receipt of which is hereby acknowledged, the Utility Services Agreement is amended as follows:

ARTICLE III, Section 3.5 – Vehicle, Supply, and Material Levels

In addition to the staffing, Vehicle, and Material Levels stated in **Exhibit 5**, for the term of the agreement, the Township shall provide a 30 x 40 foot and 40 x 50 pole building for the purpose of the Utility Department to store materials internally for the benefit of the Operation and Maintenance of the various Utility Systems. The Township shall provide the buildings as long as a Utility Services Agreement is in effect. The Township, with 12-month notice, may request use of one or both of the buildings and modify the agreement after March 31, 2028, which is the end of the fiscal year. The Utility Department Budget will be modified to include a \$16,000 annual rental for the buildings for each year the agreement remains in effect.

IN WITNESS WHEREOF, the parties have caused this Modification of the Utility Services Agreement to be executed and delivered, by their respective duly authorized officers, all as the day and year first above written.

Date: 7-17-2024

MARION, HOWELL, OCEOLA AND GENOA SEWER AND WATER AUTHORITY

Bob Hanvey

By: Bob Hanvey
Chairman

Date: 7-17-2024

GENOA-OCEOLA SEWER AND WATER AUTHORITY

Robert Henshaw

By: Robert Henshaw
Secretary

Date: 7/18/2024

GENOA CHARTER TOWNSHIP

Bill Rogers

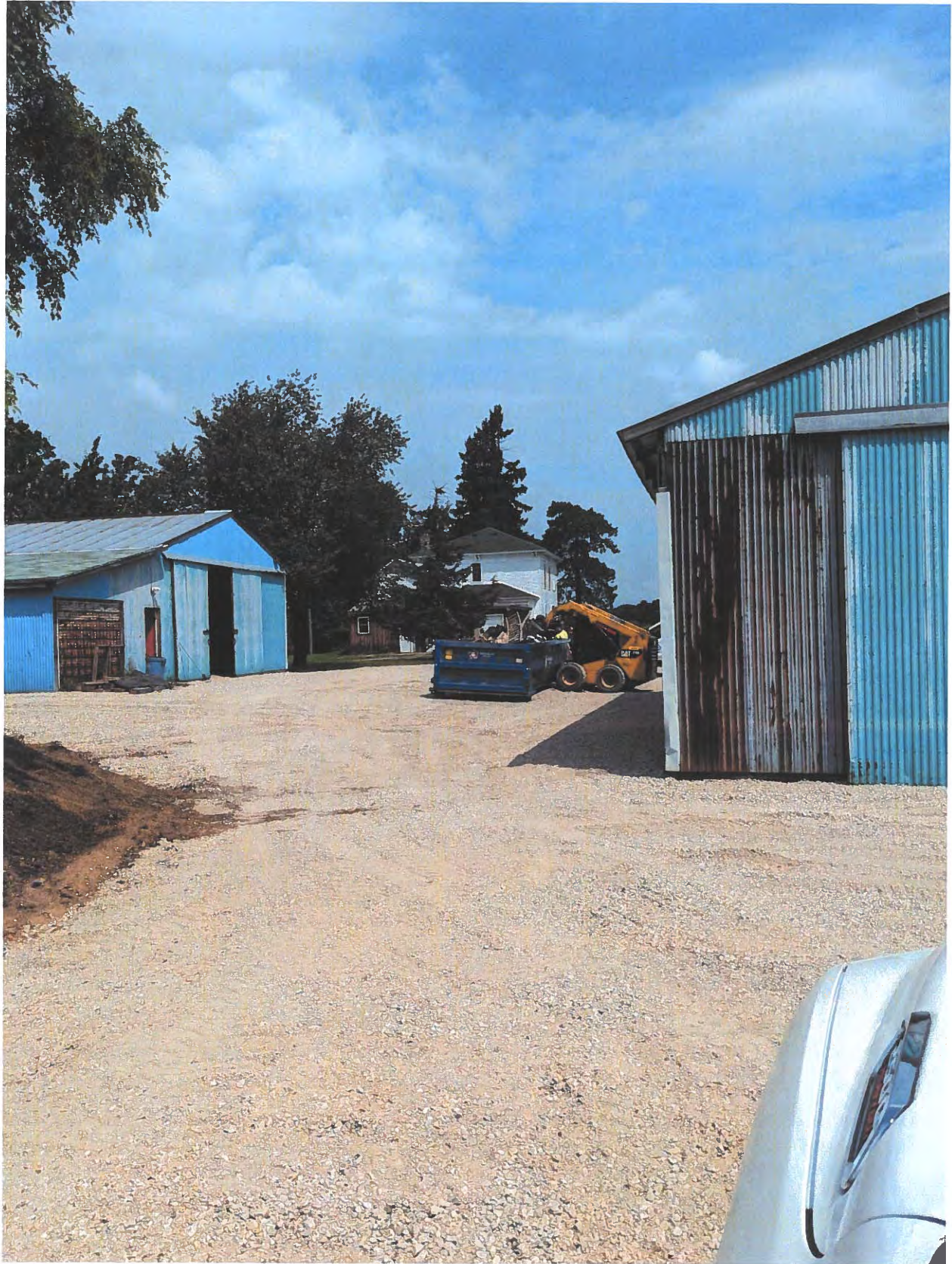
By: Bill Rogers
Supervisor

Date: _____

HOWELL TOWNSHIP

By: Mike Coddington
Supervisor

**Herbst Barn Restoration
July and August 2024**



**Herbst Barn Restoration
July and August 2024**



Herbst Barn Restoration

July and August 2024



**Herbst Barn Restoration
July and August 2024**



**Herbst Barn Restoration
July and August 2024**



**Herbst Barn Restoration
July and August 2024**



**Herbst Barn Restoration
July and August 2024**



**Herbst Barn Restoration
July and August 2024**



**Herbst Barn Restoration
July and August 2024**



Howell Township Treasurer

From: Bob Wilson [REDACTED] >
Sent: Thursday, September 5, 2024 1:41 AM
To: Howell Township Assessor; Howell Township Clerk; Howell Township Supervisor; WHMI News; Howell Township Treasurer
Cc: [REDACTED] Andrew Hamm; Shane Fagan
Subject: Re: Agenda Items for 9-9-24 Board meeting.

Also to add to this list. The twp owns land on Tooley rd where plans are to make a park and a new twp hall. The land is known to be contaminated from past animal testing. This land also borders the contaminated Shiawassee river. Why in the world would we put any money towards a park until the contaminated river and twp land is free of contaminants? I personally feel the contamination needs to be cleaned up before one penny is spent on any of this land. Many people are not in favor of a walking path in an open field as you seen at the last meeting. Especially with contaminated land.

From: Bob Wilson [REDACTED] >
Sent: Wednesday, September 4, 2024 11:44 PM
To: Howell Township Assessor <assessor@howelltownshipmi.org>; Howell Township Clerk <clerk@howelltownshipmi.org>; Howell Township Supervisor <supervisor@howelltownshipmi.org>; WHMI News <news@whmi.com>; Howell Township Treasurer <treasurer@howelltownshipmi.org>
<treasurer@howelltownshipmi.org>
Subject: Agenda Items for 9-9-24 Board meeting.

Howell Township
Invoice and Check Registers
As of 8/31/2024

INVOICE REGISTER FOR HOWELL TOWNSHIP

Inv Ref #	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
00023532	APPLIED INNOVATION	07/12/2024	08/12/2024	331.12	0.00	Paid	Y
00023548	SHARPE'S OUTDOOR SERVICES	07/13/2024	07/31/2024	2,030.00	0.00	Paid	Y
00023549	SHARPE'S OUTDOOR SERVICES	07/13/2024	07/31/2024	4,095.00	0.00	Paid	Y
00023557	GANNETT MICHIGAN LOCALIQ	07/01/2024	07/20/2024	143.76	0.00	Paid	Y
00023593	MICHIGAN TWP ASSOC	08/01/2024	08/30/2024	100.00	0.00	Paid	Y
00023595	WESTECH ENGINEERING LLC	06/25/2024	08/20/2024	52,033.75	0.00	Paid	Y
00023597	USA BLUEBOOK	06/19/2024	08/30/2024	901.88	0.00	Paid	Y
00023641	GENOA TOWNSHIP DPW	08/13/2024	09/03/2024	536.75	0.00	Paid	Y
00023543	LIVINGSTON COUNTY TREASURER	07/16/2024	08/02/2024	802.50	0.00	Paid	Y
00023550	CINTAS CORPORATION	07/13/2024	07/31/2024	97.84	0.00	Paid	Y
00023551	SMART BUSINESS SOURCE, LLC	07/16/2024	08/15/2024	162.60	0.00	Paid	Y
00023552	SMART BUSINESS SOURCE, LLC	07/16/2024	08/15/2024	259.48	0.00	Paid	Y
00023553	CHLORIDE SOLUTIONS, LLC	07/19/2024	08/18/2024	928.60	0.00	Paid	Y
00023554	MICRO WORKS COMPUTING, INC	07/08/2024	07/28/2024	200.00	0.00	Paid	Y
00023555	DTE ENERGY	07/11/2024	08/02/2024	614.71	0.00	Paid	Y
00023556	BS&A SOFTWARE	08/01/2024	08/02/2024	4,940.00	0.00	Paid	Y
00023560	SPICER GROUP	07/24/2024	07/24/2024	2,302.75	0.00	Paid	Y
00023561	GRANGER WASTE SERVICES	07/24/2024	07/24/2024	23.91	0.00	Paid	Y
00023562	HART INTERCIVIC INC	07/16/2024	10/01/2024	2,880.00	0.00	Paid	Y
00023563	MHOG	07/16/2024	08/15/2024	163,810.90	0.00	Paid	Y
00023564	CONSUMERS ENERGY	07/17/2024	08/13/2024	24.09	0.00	Paid	Y
00023565	CONSUMERS ENERGY	07/17/2024	08/13/2024	133.12	0.00	Paid	Y
00023566	GREEN OAK TWP TREASURER'S OFFICE	07/24/2024	08/13/2024	10.78	0.00	Paid	Y
00023567	CONSUMERS ENERGY	07/18/2024	08/14/2024	177.40	0.00	Paid	Y
00023569	CONSUMERS ENERGY	07/18/2024	08/14/2024	141.95	0.00	Paid	Y
00023665	SPICER GROUP	08/22/2024	08/29/2024	3,377.25	0.00	Paid	Y
00023572	CHLORIDE SOLUTIONS, LLC	07/26/2024	08/25/2024	1,360.26	0.00	Paid	Y
00023573	GCT METER FUND	07/31/2024	08/01/2024	541.00	0.00	Paid	Y
00023574	MHOG	07/31/2024	08/01/2024	4,340.00	0.00	Paid	Y
00023568	MUTUAL OF OMAHA INSURANCE COMPANY	08/01/2024	08/14/2024	209.88	0.00	Paid	Y
00023570	PERFECT MAINTENANCE	07/29/2024	08/14/2024	195.00	0.00	Paid	Y
00023571	AT&T	07/29/2024	08/09/2024	325.86	0.00	Paid	Y
00023575	LIVINGSTON COUNTY TREASURER	08/01/2024	08/25/2024	30.50	0.00	Paid	Y
00023576	GENOA TOWNSHIP DPW	08/01/2024	08/25/2024	28,135.32	0.00	Paid	Y
00023577	COMCAST	07/22/2024	08/12/2024	435.49	0.00	Paid	Y
00023585	LIVINGSTON COUNTY TREASURER	08/05/2024	08/15/2024	69,825.44	0.00	Paid	Y
00023586	LIV EDUC SERVICE AGENCY	08/05/2024	08/15/2024	69,333.69	0.00	Paid	Y
00023587	HOWELL PUBLIC SCHOOLS	08/05/2024	08/15/2024	59,624.37	0.00	Paid	Y
00023588	HOWELL PUBLIC SCHOOLS	08/05/2024	08/15/2024	136,306.23	0.00	Paid	Y
00023589	LIVINGSTON COUNTY TREASURER	08/05/2024	08/15/2024	130,799.33	0.00	Paid	Y
00023590	CORELOGIC COMMERCIAL TAX	08/05/2024	08/15/2024	712.28	0.00	Paid	Y
00023591	HOWELL TOWNSHIP	08/05/2024	08/15/2024	4,657.95	0.00	Paid	Y
00023578	K & J ELECTRIC, INC	08/01/2024	08/12/2024	388.00	0.00	Paid	Y
00023579	TOP GRADE LLC	08/01/2024	08/12/2024	978.94	0.00	Paid	Y
00023580	SPRUNGTOWN OUTDOOR SERVICES	08/01/2024	08/12/2024	750.00	0.00	Paid	Y
00023592	DTE ENERGY	08/01/2024	09/10/2024	645.58	0.00	Paid	Y
00023594	MICRO WORKS COMPUTING, INC	07/31/2024	08/20/2024	80.00	0.00	Paid	Y
00023596	BRIGHTON ANALYTICAL	07/31/2024	08/30/2024	480.00	0.00	Paid	Y
00023598	REPUBLIC SERVICES	07/31/2024	08/20/2024	118.81	0.00	Paid	Y
00023599	CINTAS CORPORATION	08/07/2024	08/17/2024	97.84	0.00	Paid	Y
00023600	SMART BUSINESS SOURCE, LLC	08/08/2024	09/08/2024	151.91	0.00	Paid	Y
00023601	SPICER GROUP	08/08/2024	08/15/2024	2,688.75	0.00	Paid	Y
00023602	SPICER GROUP	08/08/2024	08/15/2024	128.75	0.00	Paid	Y
00023603	SPICER GROUP	08/08/2024	08/15/2024	416.25	0.00	Paid	Y

INVOICE REGISTER FOR HOWELL TOWNSHIP

Inv Ref #	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
00023604	SPICER GROUP	08/08/2024	08/15/2024	2,235.75	0.00	Paid	Y
00023605	SPICER GROUP	08/08/2024	08/15/2024	4,599.00	0.00	Paid	Y
00023606	SPICER GROUP	08/08/2024	08/15/2024	26.25	0.00	Paid	Y
00023607	SPICER GROUP	08/08/2024	08/15/2024	414.75	0.00	Paid	Y
00023608	CARLISLE WORTMAN ASSOC, INC.	08/08/2024	09/08/2024	57.50	0.00	Paid	Y
00023609	CARLISLE WORTMAN ASSOC, INC.	08/07/2024	09/08/2024	802.50	0.00	Paid	Y
00023610	CARLISLE WORTMAN ASSOC, INC.	08/07/2024	09/08/2024	517.50	0.00	Paid	Y
00023611	CARLISLE WORTMAN ASSOC, INC.	08/08/2024	08/07/2024	400.00	0.00	Paid	Y
00023612	CARLISLE WORTMAN ASSOC, INC.	08/08/2024	08/07/2024	287.50	0.00	Paid	Y
00023613	CARLISLE WORTMAN ASSOC, INC.	08/08/2024	08/07/2024	257.50	0.00	Paid	Y
00023614	CARLISLE WORTMAN ASSOC, INC.	08/08/2024	08/07/2024	185.00	0.00	Paid	Y
00023615	JONATHAN HOHENSTEIN	08/07/2024	09/08/2024	163.01	0.00	Paid	Y
00023616	GRANGER WASTE SERVICES	08/07/2024	09/08/2024	23.91	0.00	Paid	Y
00023617	DTE ENERGY	08/02/2024	08/26/2024	510.65	0.00	Paid	Y
00023581	FIRST NATIONAL BANK	08/09/2024	08/09/2024	5,073.13	0.00	Paid	Y
00023582	HOWELL TOWNSHIP	08/09/2024	08/09/2024	118.52	0.00	Paid	Y
00023583	AMERICAN FUNDS	08/09/2024	08/09/2024	3,208.08	0.00	Paid	Y
00023584	EMPOWER	08/09/2024	08/09/2024	1,396.70	0.00	Paid	Y
00023618	SPECTRUM	07/31/2024	08/30/2024	312.49	0.00	Paid	Y
00023619	MICRO WORKS COMPUTING, INC	08/02/2024	08/22/2024	373.00	0.00	Paid	Y
00023620	ABSOPURE	07/23/2024	08/22/2024	20.85	0.00	Paid	Y
00023621	ABSOPURE	07/31/2024	08/22/2024	12.00	0.00	Paid	Y
00023622	SURF INTERNET	08/15/2024	08/22/2024	70,000.00	0.00	Paid	Y
00023623	DTE ENERGY	08/05/2024	08/27/2024	110.21	0.00	Paid	Y
00023624	DTE ENERGY	08/05/2024	08/27/2024	215.72	0.00	Paid	Y
00023625	BIOTECH AGRONOMICS, INC	08/05/2024	08/27/2024	33,507.00	0.00	Paid	Y
00023626	FAHEY SCHULTZ BURZYCH RHODES PLC	08/05/2024	08/27/2024	3,258.50	0.00	Paid	Y
00023627	FAHEY SCHULTZ BURZYCH RHODES PLC	08/01/2024	08/31/2024	2,797.00	0.00	Paid	Y
00023628	FAHEY SCHULTZ BURZYCH RHODES PLC	08/01/2024	08/31/2024	55.00	0.00	Paid	Y
00023629	FAHEY SCHULTZ BURZYCH RHODES PLC	08/01/2024	08/31/2024	14,696.66	0.00	Paid	Y
00023630	FAHEY SCHULTZ BURZYCH RHODES PLC	08/01/2024	08/31/2024	831.50	0.00	Paid	Y
00023631	FAHEY SCHULTZ BURZYCH RHODES PLC	08/01/2024	08/31/2024	72.00	0.00	Paid	Y
00023632	PITNEY BOWES GLOBAL FINANCIAL SERV.	08/01/2024	08/31/2024	403.98	0.00	Paid	Y
00023633	DTE ENERGY	08/08/2024	09/03/2024	276.47	0.00	Paid	Y
00023634	DTE ENERGY	08/08/2024	09/03/2024	474.37	0.00	Paid	Y
00023635	DTE ENERGY	08/08/2024	09/03/2024	6,531.24	0.00	Paid	Y
00023636	DTE ENERGY	08/09/2024	09/03/2024	126.20	0.00	Paid	Y
00023637	DTE ENERGY	08/09/2024	09/03/2024	248.50	0.00	Paid	Y
00023638	DTE ENERGY	08/09/2024	09/03/2024	277.08	0.00	Paid	Y
00023639	DTE ENERGY	08/09/2024	09/03/2024	49.91	0.00	Paid	Y
00023640	DTE ENERGY	08/09/2024	09/03/2024	604.20	0.00	Paid	Y
00023645	SPICER GROUP	08/19/2024	09/01/2024	2,086.75	0.00	Paid	Y
00023646	FOWLERVILLE SCHOOLS	08/19/2024	09/01/2024	225.48	0.00	Paid	Y
00023647	HOWELL TOWNSHIP	08/19/2024	09/01/2024	5,552.98	0.00	Paid	Y
00023648	LIVINGSTON COUNTY TREASURER	08/19/2024	09/01/2024	70,062.48	0.00	Paid	Y
00023649	LIV EDUC SERVICE AGENCY	08/19/2024	09/01/2024	69,569.02	0.00	Paid	Y
00023650	HOWELL PUBLIC SCHOOLS	08/19/2024	09/01/2024	59,638.56	0.00	Paid	Y
00023651	HOWELL PUBLIC SCHOOLS	08/19/2024	09/01/2024	224,683.26	0.00	Paid	Y
00023652	LIVINGSTON COUNTY TREASURER	08/19/2024	09/01/2024	131,195.07	0.00	Paid	Y
00023653	ALEXANDER & LAUREN BROMLEY	08/13/2024	09/03/2024	2,979.52	0.00	Paid	Y
00023654	MICRO WORKS COMPUTING, INC	08/13/2024	09/03/2024	80.00	0.00	Paid	Y
00023655	GANNETT MICHIGAN LOCALIQ	08/13/2024	08/20/2024	167.72	0.00	Paid	Y
00023656	DTE ENERGY	08/14/2024	09/05/2024	41.03	0.00	Paid	Y
00023663	SUSAN DAUS	08/14/2024	09/05/2024	222.09	0.00	Paid	Y

INVOICE REGISTER FOR HOWELL TOWNSHIP

Inv Ref #	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
00023664	CHLORIDE SOLUTIONS, LLC	08/16/2024	09/15/2024	13,752.91	0.00	Paid	Y
00023657	FIRST NATIONAL BANK	08/23/2024	08/23/2024	5,657.80	0.00	Paid	Y
00023658	HOWELL TOWNSHIP	08/23/2024	08/23/2024	118.52	0.00	Paid	Y
00023659	BLUE CARE NETWORK	08/23/2024	08/23/2024	4,004.93	0.00	Paid	Y
00023660	AMERICAN FUNDS	08/23/2024	08/23/2024	3,426.75	0.00	Paid	Y
00023661	TREASURY STATE OF MICHIGAN	08/23/2024	08/23/2024	1,620.77	0.00	Paid	Y
00023662	EMPOWER	08/23/2024	08/23/2024	1,484.97	0.00	Paid	Y

# of Invoices:	115	# Due:	0	Totals:	1,506,919.31	0.00
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					1,506,919.31	0.00

Agrees with Check Register Bk

--- TOTALS BY FUND ---

101 GENERAL FUND	89,620.13	0.00
204 ROAD FUND	16,041.77	0.00
208 PARK/RECREATION FUND	978.94	0.00
285 AMERICAN RESCUE PLAN ACT (ARPA)	70,000.00	0.00
592 SWR/WTR	289,398.81	0.00
701 TRUST & AGENCY	5,714.00	0.00
703 TAX FUND	1,035,165.66	0.00

--- TOTALS BY DEPT/ACTIVITY ---

000 OTHER	1,225,450.54	0.00
101 TOWNSHIP BOARD	143.76	0.00
253 TREASURER	113.09	0.00
262 ELECTIONS	3,486.46	0.00
265 TOWNSHIP HALL	15,792.12	0.00
268 TOWNSHIP AT LARGE	22,284.24	0.00
276 CEMETERY	750.00	0.00
537 CHARGES FOR SERVICES	163,810.90	0.00
538 WWTP	73,554.16	0.00
701 PLANNING	1,377.50	0.00
702 ZONING	60.70	0.00
703 ZONING BOARD OF APPEALS	95.84	0.00

CHECK REGISTER FOR HOWELL TOWNSHIP

CHECK DATE 08/01/2024 - 08/31/2024

Check Date	Check	Vendor Name	Description	Amount
Bank GEN GENERAL FUND CHECKING				
08/06/2024	18828	APPLIED INNOVATION	CONTRACT COPY CHARGES	331.12
08/06/2024	18829	BS&A SOFTWARE	ONLINE SERVICES - ANNUAL SUPPORT	4,940.00
08/06/2024	18830	CINTAS CORPORATION	BLUE MATS JULY 2024	97.84
08/06/2024	18831	COMCAST	TWP HALL AUGUST 2024	435.49
08/06/2024	18832	DTE ENERGY	STREETLIGHTS	645.58
08/06/2024	18833	GRANGER WASTE SERVICES	JULY 2024 GARBAGE SERVICE	23.91
08/06/2024	18834	GREEN OAK TWP TREASURER'S OFF	2024 SUMMER TAX DEFERMENT	10.78
08/06/2024	18835	HART INTERCIVIC INC	ANNUAL SOFTWARE LICENSE AND SUPPORT	2,880.00
08/06/2024	18836	GANNETT MICHIGAN LOCALIQ	JUNE PUBLICATIONS	143.76
08/06/2024	18837	CHLORIDE SOLUTIONS, LLC	DUST CONTROL	928.60
			DUST CONTROL	1,360.26
				<u>2,288.86</u>
08/06/2024	18838	MICRO WORKS COMPUTING, INC	SERVICE CALL - COPIER TO SERVER FAILURE	200.00
			REBOOT & CLEANUP SERVER	80.00
				<u>280.00</u>
08/06/2024	18839	MICHIGAN TWP ASSOC	2024 ELECTION PREP: BEYOND THE BUREAU -	100.00
08/06/2024	18840	MUTUAL OF OMAHA INSURANCE COM	AUGUST 2024	209.88
08/06/2024	18841	PERFECT MAINTENANCE	TWP CLEANING SERVICES AUGUST 2024	195.00
08/06/2024	18842	SHARPE'S OUTDOOR SERVICES	2023-2024 SNOW PLOWING TWP HALL	2,030.00
			2023-2024 SNOW PLOWING M59 WALKING PATH	4,095.00
				<u>6,125.00</u>
08/06/2024	18843	SMART BUSINESS SOURCE, LLC	TONER, CLIPS	162.60
			2 TONER CARTRIDGES	259.48
				<u>422.08</u>
08/06/2024	18844	SPICER GROUP	Check Request For Bond: BSP23-0004	2,302.75
08/06/2024	18845	SPRUNGTOWN OUTDOOR SERVICES	JULY CEMETERY MOWING AND CLEANUP	750.00
08/06/2024	18846	TOP GRADE LLC	HEX PAVE RAMP TO GAZEBO	978.94
08/23/2024	18847	BLUE CARE NETWORK	Remittance Check	4,004.93
08/23/2024	18848	ABSOPURE	WATER DELIVERY (2) BOTTLES	20.85
			COOLER RENTAL AUGUST 2024	12.00
				<u>32.85</u>
08/23/2024	18849	CARLISLE WORTMAN ASSOC, INC.	4640 W GRAND RIVER	57.50
			CORNERSTONE MINI STORAGE	802.50
			GENERAL CONSULTATION	517.50
			Check Request For Bond: BSP21-0006	400.00
			Check Request For Bond: BSP24-0002	287.50
			Check Request For Bond: BSP24-0003	257.50
			Check Request For Bond: BSP24-0007	185.00
				<u>185.00</u>

CHECK REGISTER FOR HOWELL TOWNSHIP

CHECK DATE 08/01/2024 - 08/31/2024

Check Date	Check	Vendor Name	Description	Amount
Bank GEN GENERAL FUND CHECKING				
				2,507.50
08/23/2024	18850	CINTAS CORPORATION	BLUE MATS	97.84
08/23/2024	18851	SUSAN DAUS	ELECTION EXPENSES	222.09
08/23/2024	18852	FAHEY SCHULTZ BURZYCH RHODES	GENERAL ZONING	3,258.50
			BURKHART ROAD ASSOCIATES (22-292-AA)	2,797.00
			HOWELL-MASON LITIGATION (24-32242-CZ)	55.00
			HOWELL-MASON LLC (24-350-AA)	14,696.66
			PERSONNEL ISSUES	831.50
				72.00
				<u>21,710.66</u>
08/23/2024	18853	GRANGER WASTE SERVICES	AUGUST 2024 TRASH PICKUP	23.91
08/23/2024	18854	JONATHAN HOHENSTEIN	TREASURER MILEAGE	163.01
08/23/2024	18855	GANNETT MICHIGAN LOCALIQ	JULY PUBLICATIONS	167.72
08/23/2024	18856	CHLORIDE SOLUTIONS, LLC	DUST CONTROL	13,752.91
08/23/2024	18857	MICRO WORKS COMPUTING, INC	DYMO LABEL WRITER & INSTALLATION	373.00
			BS&A CHECK REQUEST SETUP FOR TREASURER/	80.00
				<u>453.00</u>
08/23/2024	18858	PITNEY BOWES GLOBAL FINANCIAL	QUARTERLY RENTAL 6/30 - 9/29/2024	403.98
08/23/2024	18859	SMART BUSINESS SOURCE, LLC	GARBAGE BAGS & PAPER TOWEL	151.91
08/23/2024	18860	SPECTRUM	VOTE TEST DECKS FOR AUG 2024 ELECTION	312.49
08/23/2024	18861	SPICER GROUP	Check Request For Bond: BSP21-0005	2,688.75
			Check Request For Bond: BSP22-0003	128.75
			Check Request For Bond: BSP21-0006	416.25
			Check Request For Bond: BSP24-0010	2,235.75
			Check Request For Bond: BSP24-0006	4,599.00
			Check Request For Bond: BSP24-0003	26.25
			Check Request For Bond: BSP24-0007	414.75
			Check Request For Bond: BSP23-0006	2,086.75
			Check Request For Bond: BSP23-0001	3,377.25
				<u>15,973.50</u>
08/23/2024	18862	SURF INTERNET	3/15/2024 ARPA FUNDS (20%)	70,000.00
08/05/2024	101001905(E)	EMPOWER	Remittance check	1,396.70
08/05/2024	101001906(E)	FIRST NATIONAL BANK	Remittance check	5,073.13
08/05/2024	101001907(E)	HOWELL TOWNSHIP	Remittance check	118.52
08/05/2024	101001908(E)	AMERICAN FUNDS	Remittance check	3,208.08
08/06/2024	101001909(E)	CONSUMERS ENERGY	TWP HALL JULY 2024	177.40
08/06/2024	101001910(E)	DTE ENERGY	TWP HALL JULY 2024	614.71
08/23/2024	101001911(E)	EMPOWER	Remittance check	1,484.97
08/23/2024	101001912(E)	FIRST NATIONAL BANK	Remittance check	5,657.80
08/23/2024	101001913(E)	HOWELL TOWNSHIP	Remittance check	118.52
08/23/2024	101001914(E)	AMERICAN FUNDS	Remittance check	3,426.75
08/23/2024	101001915(E)	TREASURY STATE OF MICHIGAN	Remittance check	1,620.77
08/23/2024	101001916(E)	DTE ENERGY	TWP HALL AUG 2024	604.20

CHECK REGISTER FOR HOWELL TOWNSHIP
CHECK DATE 08/01/2024 - 08/31/2024

Check Date	Check	Vendor Name	Description	Amount
Bank GEN GENERAL FUND CHECKING				
GEN TOTALS:				
Total of 47 Checks:				176,640.84
Less 0 Void Checks:				0.00
Total of 47 Disbursements:				176,640.84
Bank T&A TRUST & AGENCY CHECKING				
08/01/2024	3644	GCT METER FUND	Check Request For Bond: BMHOG24-0026	541.00
08/01/2024	3645	MHOG	Check Request For Bond: BMHOG24-0027	4,340.00
08/01/2024	3646	LIVINGSTON COUNTY TREASURER	MOBILE HOME FEES	802.50
08/01/2024	3647	LIVINGSTON COUNTY TREASURER	DOG LICENSES	30.50
T&A TOTALS:				
Total of 4 Checks:				5,714.00
Less 0 Void Checks:				0.00
Total of 4 Disbursements:				5,714.00
Bank TAX TAX CHECKING				
08/05/2024	5971	HOWELL PUBLIC SCHOOLS	Tax Disbursement	136,306.23
08/05/2024	5972	HOWELL PUBLIC SCHOOLS	Tax Disbursement	59,624.37
08/05/2024	5973	HOWELL TOWNSHIP	Tax Disbursement	4,657.95
08/05/2024	5974	LIV EDUC SERVICE AGENCY	Tax Disbursement	69,333.69
08/05/2024	5975	CORELOGIC COMMERCIAL TAX	2024 Sum Tax Refund 4706-28-301-034	712.28
08/05/2024	5976	LIVINGSTON COUNTY TREASURER	Tax Disbursement	69,825.44
08/05/2024	5977	LIVINGSTON COUNTY TREASURER	Tax Disbursement	130,799.33
08/19/2024	5978	HOWLERVILLE SCHOOLS	Tax Disbursement	225.48
08/19/2024	5979	HOWELL TOWNSHIP	Tax Disbursement	5,552.98
08/19/2024	5980	HOWELL PUBLIC SCHOOLS	Tax Disbursement	224,683.26
08/19/2024	5981	HOWELL PUBLIC SCHOOLS	Tax Disbursement	59,638.56
08/19/2024	5982	LIV EDUC SERVICE AGENCY	Tax Disbursement	69,569.02
08/19/2024	5983	ALEXANDER & LAUREN BROMLEY	2023 SUMMER TAX REFUND	2,979.52
08/19/2024	5984	LIVINGSTON COUNTY TREASURER	Tax Disbursement	70,062.48
08/19/2024	5985	LIVINGSTON COUNTY TREASURER	Tax Disbursement	131,195.07
TAX TOTALS:				
Total of 15 Checks:				1,035,165.66
Less 0 Void Checks:				0.00
Total of 15 Disbursements:				1,035,165.66
Bank UTYCK UTILITY CHECKING				
08/07/2024	3223	BRIGHTON ANALYTICAL	LOW LEVEL MERCURY TESTING	480.00
08/07/2024	3224	GENOA TOWNSHIP DPW	WWTP MAINTENANCE AUGUST 2024	28,135.32
08/07/2024	3225	K & J ELECTRIC, INC	PUMP STATION #73 BATTERY CHARGER	388.00
08/07/2024	3226	MHOG	WATER CONSUMPTION APR - JUNE 2024	163,810.90
08/07/2024	3227	REPUBLIC SERVICES	AUGUST 2024 WASTE PICKUP	118.81
08/07/2024	3228	USA BLUEBOOK	HACH METER	901.88
08/07/2024	3229	WESTECH ENGINEERING LLC	25% DOWN PAYMENT FOR CLARIFIER REBUILD	52,033.75
08/20/2024	3230	BIOTECH AGRONOMICS, INC	LAND APPLICATION 510,000 GALLONS JULY 2	33,507.00
08/20/2024	3231	GENOA TOWNSHIP DPW	COMMON COSTS FROM 4/1/24 - 6/30/2024	536.75
08/07/2024	59004010(E)	AT&T	WWTP AUGUST 2024	325.86
08/07/2024	59004011(E)	CONSUMERS ENERGY	391 N BURKHART JULY 2024	24.09
08/07/2024	59004012(E)	CONSUMERS ENERGY	1222 PACKARD JULY 2024	133.12
08/07/2024	59004013(E)	CONSUMERS ENERGY	2751 OAKGROVE JULY 2024	141.95

CHECK REGISTER FOR HOWELL TOWNSHIP
CHECK DATE 08/01/2024 - 08/31/2024

Check Date	Check	Vendor Name	Description	Amount
Bank UTYCK UTILITY CHECKING				
08/20/2024	59004014(E)	DTE ENERGY	2571 OAKGROVE AUGUST 2024	510.65
08/20/2024	59004015(E)	DTE ENERGY	391 N BURKHART AUG 2024	110.21
08/20/2024	59004016(E)	DTE ENERGY	1009 N BURKHART AUG 2024	215.72
08/20/2024	59004017(E)	DTE ENERGY	1034 AUSTIN CT AUG 2024	276.47
08/20/2024	59004018(E)	DTE ENERGY	1575 N BURKHART AUG 2024	474.37
08/20/2024	59004019(E)	DTE ENERGY	1222 PACKARD AUG 2024	6,531.24
08/20/2024	59004020(E)	DTE ENERGY	3888 OAKGROVE RD AUG 2024	126.20
08/20/2024	59004021(E)	DTE ENERGY	2700 TOOLEY RD AUG 2024	248.50
08/20/2024	59004022(E)	DTE ENERGY	2559 W GRAND RIVER AUG 2024	277.08
08/20/2024	59004023(E)	DTE ENERGY	1216 PACKARD AUG 2024	49.91
08/20/2024	59004024(E)	DTE ENERGY	271 E HIGHLAND AUGUST 2024	41.03
UTYCK TOTALS:				
Total of 24 Checks:				289,398.81
Less 0 Void Checks:				0.00
Total of 24 Disbursements:				289,398.81
REPORT TOTALS:				
Total of 90 Checks:				1,506,919.31
Less 0 Void Checks:				0.00
Total of 90 Disbursements:				1,506,919.31

(Agrees with Invoice Register
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CHECK REGISTER FOR HOWELL TOWNSHIP
For Check Dates 08/01/2024 to 08/31/2024

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
08/09/2024	GEN	DD5875	BRENT J. KILPELA	5,571.89	0.00	4,188.79	Cleared
08/09/2024	GEN	DD5876	CAROL A. MAKUSHIK	2,769.60	0.00	1,868.29	Cleared
08/09/2024	GEN	DD5877	SUSAN K. DAUS	1,409.33	0.00	1,109.13	Cleared
08/09/2024	GEN	DD5878	TANYA L. DAVIDSON	2,124.80	0.00	1,561.40	Cleared
08/09/2024	GEN	DD5879	MICHAEL CODDINGTON	1,409.33	0.00	932.08	Cleared
08/09/2024	GEN	DD5880	JONATHAN C. HOHENSTEIN	4,152.97	0.00	2,674.09	Cleared
08/09/2024	GEN	DD5881	TERESA M. MURRISH	1,974.25	0.00	1,461.88	Cleared
08/09/2024	GEN	DD5882	MARNIE E. HEBERT	1,975.00	0.00	1,654.78	Cleared
08/23/2024	GEN	DD5883	BRENT J. KILPELA	5,689.59	0.00	4,278.38	Cleared
08/23/2024	GEN	DD5884	CAROL A. MAKUSHIK	2,769.60	0.00	1,826.42	Cleared
08/23/2024	GEN	DD5885	MATTHEW E. COUNTS	588.92	0.00	518.84	Cleared
08/23/2024	GEN	DD5886	HAROLD D. MELTON	508.92	0.00	428.19	Cleared
08/23/2024	GEN	DD5887	JEFFREY A. SMITH	508.92	0.00	448.36	Cleared
08/23/2024	GEN	DD5888	ROBERT K. WILSON	508.92	0.00	448.36	Cleared
08/23/2024	GEN	DD5889	TIMOTHY C. BOAL	80.00	0.00	70.48	Cleared
08/23/2024	GEN	DD5890	SUSAN K. DAUS	1,409.33	0.00	1,109.11	Cleared
08/23/2024	GEN	DD5891	TANYA L. DAVIDSON	1,938.88	0.00	1,438.51	Cleared
08/23/2024	GEN	DD5892	AILEEN B. ARLEDGE	412.50	0.00	412.50	Cleared
08/23/2024	GEN	DD5893	PAMELA M. BEACH	251.25	0.00	251.25	Cleared
08/23/2024	GEN	DD5894	LINDA S. BLOSTICA	603.75	0.00	557.56	Cleared

CHECK REGISTER FOR HOWELL TOWNSHIP
For Check Dates 08/01/2024 to 08/31/2024

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
08/23/2024	GEN	DD5895	TAMELA A. BOCK	357.00	0.00	311.40	Cleared
08/23/2024	GEN	DD5896	DEAN T. CHASE	270.00	0.00	270.00	Cleared
08/23/2024	GEN	DD5897	JULIAN A. EDWARDS	273.75	0.00	273.75	Cleared
08/23/2024	GEN	DD5898	ANNA R. ENZMANN	114.75	0.00	114.75	Cleared
08/23/2024	GEN	DD5899	GARRY B. HARTWICK	1,028.50	0.00	949.81	Cleared
08/23/2024	GEN	DD5900	JOAN E. HARTWICK	273.75	0.00	273.75	Cleared
08/23/2024	GEN	DD5901	KAREN A. HENDRIXSON	45.00	0.00	45.00	Cleared
08/23/2024	GEN	DD5902	ANGELA R. JONES	165.00	0.00	165.00	Cleared
08/23/2024	GEN	DD5903	PATRICIA M. KELLY	225.00	0.00	225.00	Cleared
08/23/2024	GEN	DD5904	MARIALICE KENNEDY	273.75	0.00	273.75	Cleared
08/23/2024	GEN	DD5905	STEVEN E. LIVINGWAY	323.00	0.00	298.30	Cleared
08/23/2024	GEN	DD5906	BETTY L. LOVE	270.00	0.00	270.00	Cleared
08/23/2024	GEN	DD5907	ALEXANDRIA R. LYTTLE	255.00	0.00	255.00	Cleared
08/23/2024	GEN	DD5908	SHARON L. MCARTHUR	270.00	0.00	270.00	Cleared
08/23/2024	GEN	DD5909	RENEE L. MCDONALD	114.75	0.00	114.75	Cleared
08/23/2024	GEN	DD5910	CONNIE M. MINOCK	255.00	0.00	255.00	Cleared
08/23/2024	GEN	DD5911	JUDITH RIDER	301.75	0.00	301.75	Cleared
08/23/2024	GEN	DD5912	PAMELA S. SCHNEIDER	292.50	0.00	292.50	Cleared
08/23/2024	GEN	DD5913	HAZEL M. SWAIN	416.25	0.00	384.40	Cleared

CHECK REGISTER FOR HOWELL TOWNSHIP
For Check Dates 08/01/2024 to 08/31/2024

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
08/23/2024	GEN	DD5914	EVELYN A. TAYLOR	301.75	0.00	301.75	Cleared
08/23/2024	GEN	DD5915	CHARLES J. FRANTJESKOS JR	80.00	0.00	70.48	Cleared
08/23/2024	GEN	DD5916	MARTHA M. HAGLUND	80.00	0.00	73.88	Cleared
08/23/2024	GEN	DD5917	MICHAEL W. NEWSTEAD	80.00	0.00	70.48	Cleared
08/23/2024	GEN	DD5918	PAUL W. POMINVILLE	80.00	0.00	70.48	Cleared
08/23/2024	GEN	DD5919	ROBERT A. SPAULDING	80.00	0.00	70.48	Cleared
08/23/2024	GEN	DD5920	WAYNE R. WILLIAMS JR	80.00	0.00	73.88	Cleared
08/23/2024	GEN	DD5921	MICHAEL CODDINGTON	1,409.33	0.00	932.06	Cleared
08/23/2024	GEN	DD5922	JONATHAN C. HOHENSTEIN	4,135.66	0.00	2,662.64	Cleared
08/23/2024	GEN	DD5923	TERESA M. MURRISH	1,556.88	0.00	1,186.00	Cleared
08/23/2024	GEN	DD5924	MARNIE E. HEBERT	1,900.00	0.00	1,596.21	Cleared
Report Total:				51,966.12	0.00	39,690.65	
Number of Checks				50			
Total Physical Checks				0			
Total Check Stubs				50			