

Sub-Area Interlocal Agreement Area

Planning Area

Interlocal Agreement Sub-Area

Existing Conditions

1994 Master Plan

The northwest corner of the M-24/I-69 intersection was planned for Single Family Residential Moderate. This designation calls for single family detached residential homes at a density of 1-3 units per acre. That area between Baldwin and M-24 was also foreseen as one potential area where municipal sewer and water infrastructure may become available.

The southwest corner north of Baldwin Road was designated for Single Family Residential Low. This designation envisioned a density of approximately one (1) unit per acre. The area south or east of Baldwin Road was planned for PUD as well as Agriculture/Rural Preservation and Single Family Residential Moderate. As described above, the Moderate designation envisioned densities of 1-3 units per acre. The PUD designation envisioned a mixture of uses.

The southeast corner was planned largely for PUD, while the area to the south of the PUD was planned for Single Family Residential Low and the area to the east of the PUD was planned for Single Family Residential Moderate Density.

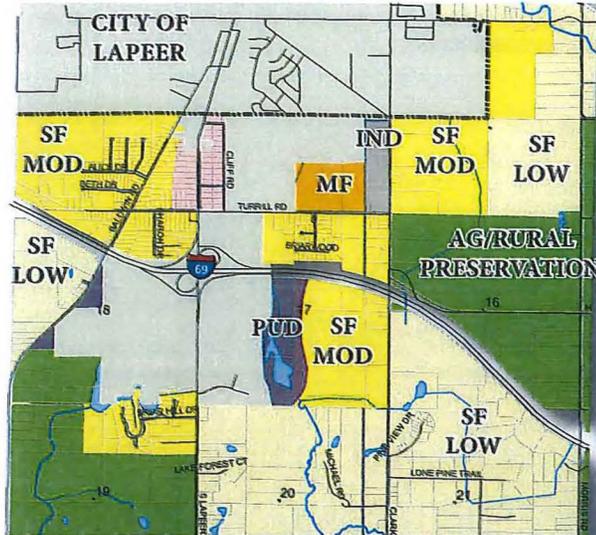
The area north of I-69 was planned for Multiple Family as well as Single Family Moderate Density. That area immediately along Clark Road was planned for Industrial.

Interlocal Agreement Impacts

The Interlocal Agreement signed between the City and the Township in 2006 provides a large amount of area, surrounding the areas dedicated for annexation, as being available for City sewer and water services, while not being annexed into the City. This growth belt around the City includes a total land area of approximately 785 acres.

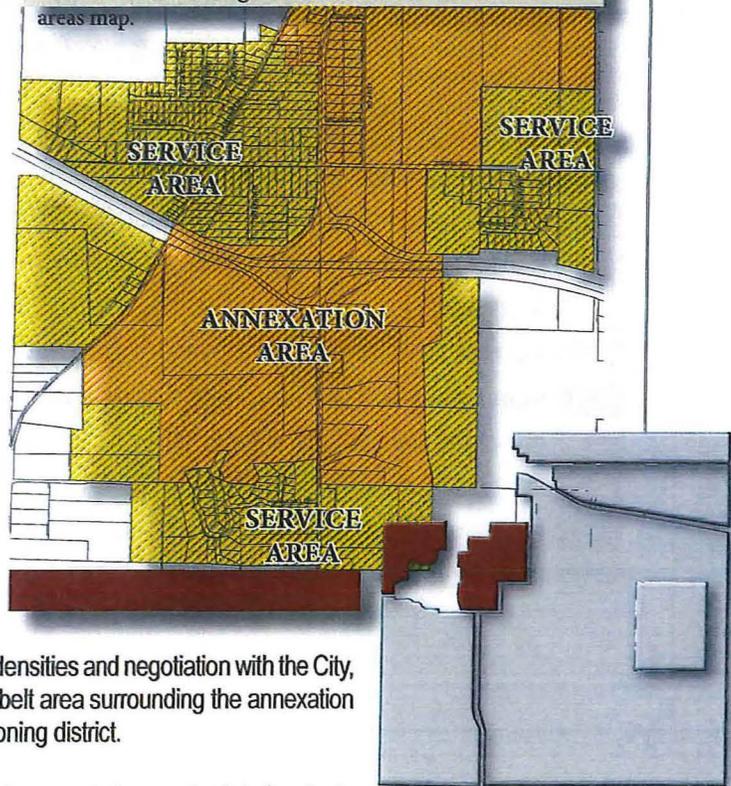
Densities for these areas were calculated based on the existing number of residences as well as the Township's existing R-1-B and R-1-C Zoning Districts to determine the total number of taps which should be allocated to the area. After review of the proposed densities and negotiation with the City, a total of 1,500 sewer and water taps were allocated to the growth belt area surrounding the annexation area, which reflected an overall density consistent with the R-1-B zoning district.

As a part of the interlocal agreement, it has been noted that these taps are to be used solely for single family purposes.



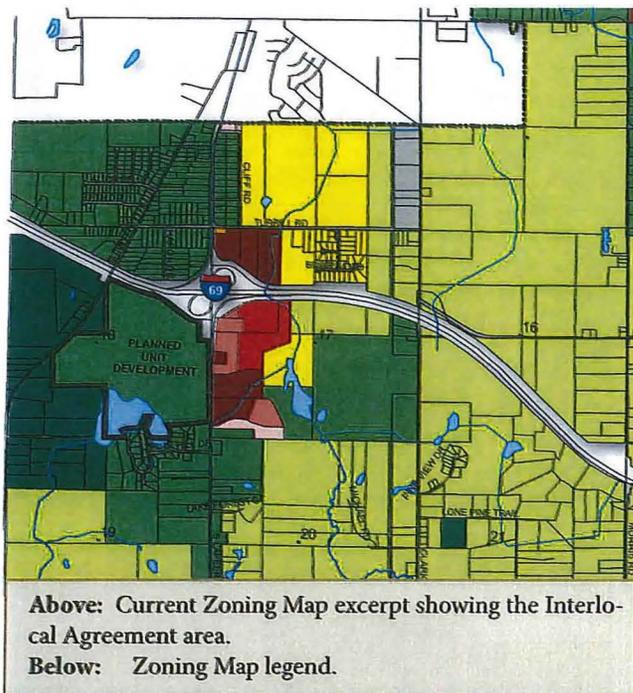
Above: 1994 Future Land Use map excerpt showing the Interlocal Agreement area. This map does show the revised City limits

Below: Interlocal Agreement annexation and sewer service areas map.



Access Management Plan

Both the Township as well as the City have adopted access management plans for their own respective segments of M-24. These plans generally adopt the principals of access management, by limiting access drives and requiring appropriate spacing, suggesting cross or joint access drives or even frontage roadways in more dense areas. As the 2006 interlocal agreement area continues to formalize with properties leaving the Township and entering the City, great care will need to be given to ensure that developments are linked as suggested in the access management plans through permanent mutual access easements.



Current Zoning

The northwest corner of the interlocal agreement area is zoned primarily R-1-B which allows for single family residential lots with a minimum land area of 24,000 square feet. The southwest corner of the interlocal agreement area is zoned R-1-A which allows for one (1) acre lots with a minimum road frontage of 150 feet. The area of Briar Hill on both sides of M-24 and to the south is zoned R-1-B, again allowing single family lots of 24,000 square feet. To the southeast of the interlocal agreement area, the Township properties are primarily zoned for R-1-B Single Family Residential as well as AE Agricultural Estates. One small area is zoned R-1-C which allows for single family lots of 10,000 square feet. The northeast corner of the interlocal agreement area is zoned primarily R-1-C, again, which allows for single family lots of 10,000 square feet, and a small portion to the far east end of the area is zoned AE Agricultural Estates.

Existing Land Use

Within the northwest corner of the interlocal agreement area, land uses consist primarily of single family residential lots, meeting the intent of the R-1-B zoning district. These lots are some of the smallest residential lots within the Township. Along M-24, several offices have been constructed which is permitted within the single family district through special land use approval.

The southwest corner contains mostly large lot residential and some open or farm lands. The one exception to this is the Briar Hill development along M-24 which are smaller lot sizes (generally one acre or more) as compared to the other 5-10 acre or more lot sizes throughout the area.

The southeast corner is substantially undeveloped with only several homes being present. That area already annexed by the City does contain several highway orientated business along M-24, including a gasoline service station as well as an automobile dealership.

The northeast corner is developed with the Briarwood subdivision, along with several other single family homes which front on the south side of Turrill Road. The north side of Turrill Road is largely undeveloped farmland at this time. Clark Road further to the east currently has several small industrial sites developed north of Turrill.

Planning Issues

Traditional Higher Density Planning and Zoning—The Township has traditionally planned and zoned this area for higher densities as compared to the remainder of the Township. In addition to the predominant R-1-B, this area is the only area where the Township has zoned for R-1-C which is the Township's highest density single family district.

Existing Subdivision Development – Consistent with the planning and zoning of the area, the existing development patterns between older, more established plats within the northwest section and the newer subdivisions located in the southwest and northeast sections of the planning area are the highest density areas of the Township.

Impacts of City Planning—Historically, city's have planned and zoned for much more dense areas than Township's, typically due to the availability of sewer and water infrastructure, historical development trends and plats, increasing residents to support a downtown environment, amongst a number of other factors.

Number of Interlocal Agreement Sewer and Water Taps Available—The 2006 Interlocal Agreement signed by the Township and the City allocates a total of 1,500 single family residential sewer and water taps from the City's sanitary sewer and water systems to the Township. The total number of taps was based on the Interlocal Agreement area being developed at R-1-B densities

Terms of the Interlocal Agreement—As noted above, a total of 1,500 sanitary sewer and water taps are allocated to the Township for use on the properties surrounding the City annexation area. The Agreement requires that these taps be utilized for single family residential purposes. These taps are provided to the residents of the Township without the requirement of annexation.

Future Land Use

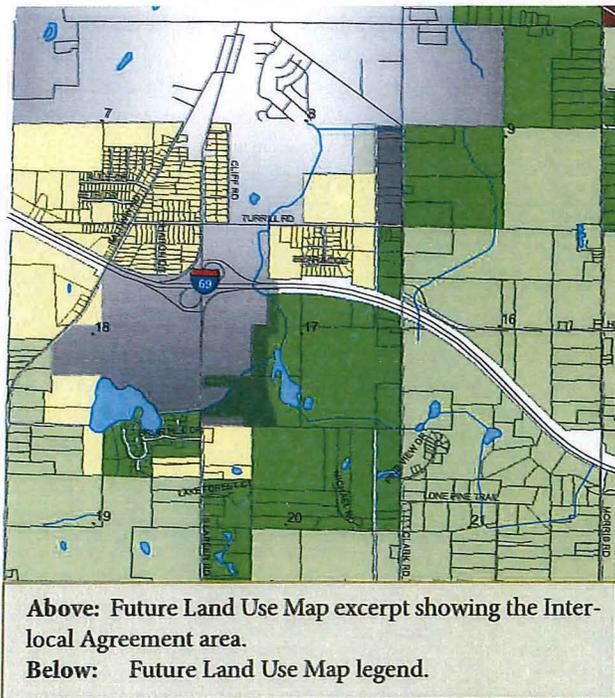
The Master Plan designates the area north of I-69 for Single Family Residential High which envisions densities of no more than essentially one half acre lots, consistent with the Township's R-1-B Zoning classification.

The Briar Hill area is planned for Single Family Residential Medium which is consistent with the already developed character of the area and which provides a transition to the lower density residential/agricultural land uses to the south.

The land area in the southwest section of the interlocal agreement area with the exception noted above is planned for Single Family Residential Medium.

The southeast corner of the interlocal agreement area is planned primarily for Single Family Residential Medium, with one small exception along M-24, immediately south of the City's new boundary.

The northeast corner is planned for Single Family Residential High, again, consistent with the Township's R-1-B Zoning classification. Much of this area is already developed with the Briarwood subdivision.



- AGRICULTURAL - RESIDENTIAL
- SINGLE FAMILY RESIDENTIAL MEDIUM
- SINGLE FAMILY RESIDENTIAL HIGH

The Master Plan does not support the long term presence of densities which would be consistent with the R-1-C zoning classification. As noted previously, the interlocal agreement area densities were determined utilizing R-1-B densities and an increase to R-1-C densities would cause impacts to the overall ability to service portions of the interlocal agreement area.

Finally, those areas which may not be serviced by sanitary sewer and water service from the City and would be serviced by individual septic systems are not desirable on such small lots (R-1-C) based on limitations and potential failure of conventional septic.



Above: Conventional subdivision meeting the requirements of the Township's R-1-B zoning classification.
Below: Same property and same number of units developed utilizing a cluster open space design preserving over one half of the property as open space.



Future Land Use Plan Implementation Options

Allowing Residential Housing Options

In an effort to provide a variety of residential housing types, the Master Plan recognizes that in those areas where sewer and water may be available through the interlocal agreement, the clustering of housing units which would allow for duplexes or townhome style development would be encouraged. In addition to the differing types of housing, the clustering of housing types would also allow for large amounts of open space and natural feature assets to be preserved. In an effort to provide a more complete and rounded community which provides housing opportunities for all age cohorts, the Master Plan also envisions the potential for a small senior housing or assisted living development within this area.

The Township Zoning Ordinance would need to be amended to allow for such clustering of housing to be developed in this area. The Ordinance amendment should be specific to those areas which are provided sanitary sewer and water service from a public source.

Offices Along M-24

For those properties along M-24 that remain within the Township, the Township permits office uses to be applied for and reviewed as a special land use request. This regulation can provide a logical transition between the more intense commercial land uses planned and zoned within the City limits and the lower density office and residential uses within the Township. Care will need to be taken to ensure that single family residential uses are protected when any property along M-24 are developed for office purposes.

In addition, it is noted that some portions of Baldwin Road within the City have been developed for office purposes, specifically medical office.

SECTION

As an extension of this nonresidential trend, it may be appropriate to consider some office use along Baldwin Road, in particular on those properties on the east side of Baldwin which back directly into the properties along M-24. Again, much care will need to be taken to ensure that the intensity of the office use is appropriate for the area, that proper screening is maintained and that consideration is given to the amount of traffic being generated on Baldwin Road. These considerations can be accomplished through the special land use process.

Further, the Township also desires to maintain a very rural character along the main corridors of the community. This would reflect smaller office buildings with increased architectural elements and character as well as substantial setbacks from the road and adjoining residents and increased amounts of landscaping.

Review Terms of Interlocal Agreement

As noted previously, the sanitary sewer and water taps that were allocated to the Township for use by Township's residents were limited for solely single family residential purposes. The Master Plan recognizes, in an attempt to provide the opportunity for a wider diversity of housing types, that the clustering of homes would be encouraged in this area provided no additional density is achieved. The terms of the interlocal agreement may need to be amended if land owners/developers utilize a clustering technique to attach homes. Again, with no increase in overlay density for the overall area, the amendment of the agreement should not likely be an issue.

In addition, it may be necessary to clarify that those properties along M-24 may be developed as a low intensity office, again provided the overall sewer usage is not increased beyond the total tap allowance.

Joint Planning Effort

As noted earlier in the access management plan synopsis, care will need to be given to ensure that planning efforts by both the Township and City are closely tied to ensure compatible development occurs in the annexation agreement area. This is particularly important in the area of annexation by choice and where annexation areas abut those properties that will permanently remain within the Township but will be serviced by municipal infrastructure. Joint efforts to ensure compatibility between setbacks, access standards, landscaping schemes, signage, amongst others will need to be undertaken to ensure a compatible appearance along M-24 regardless of whether the property lies within the Township or the City.

It may be appropriate to maintain a joint meeting between Township and City Officials to discuss current and future planning issues as well as any other issue which arises as the interlocal agreement area continues to develop and be implemented. *(A committee of the Township and the City has met as needed since the adoption of the interlocal agreement.)*

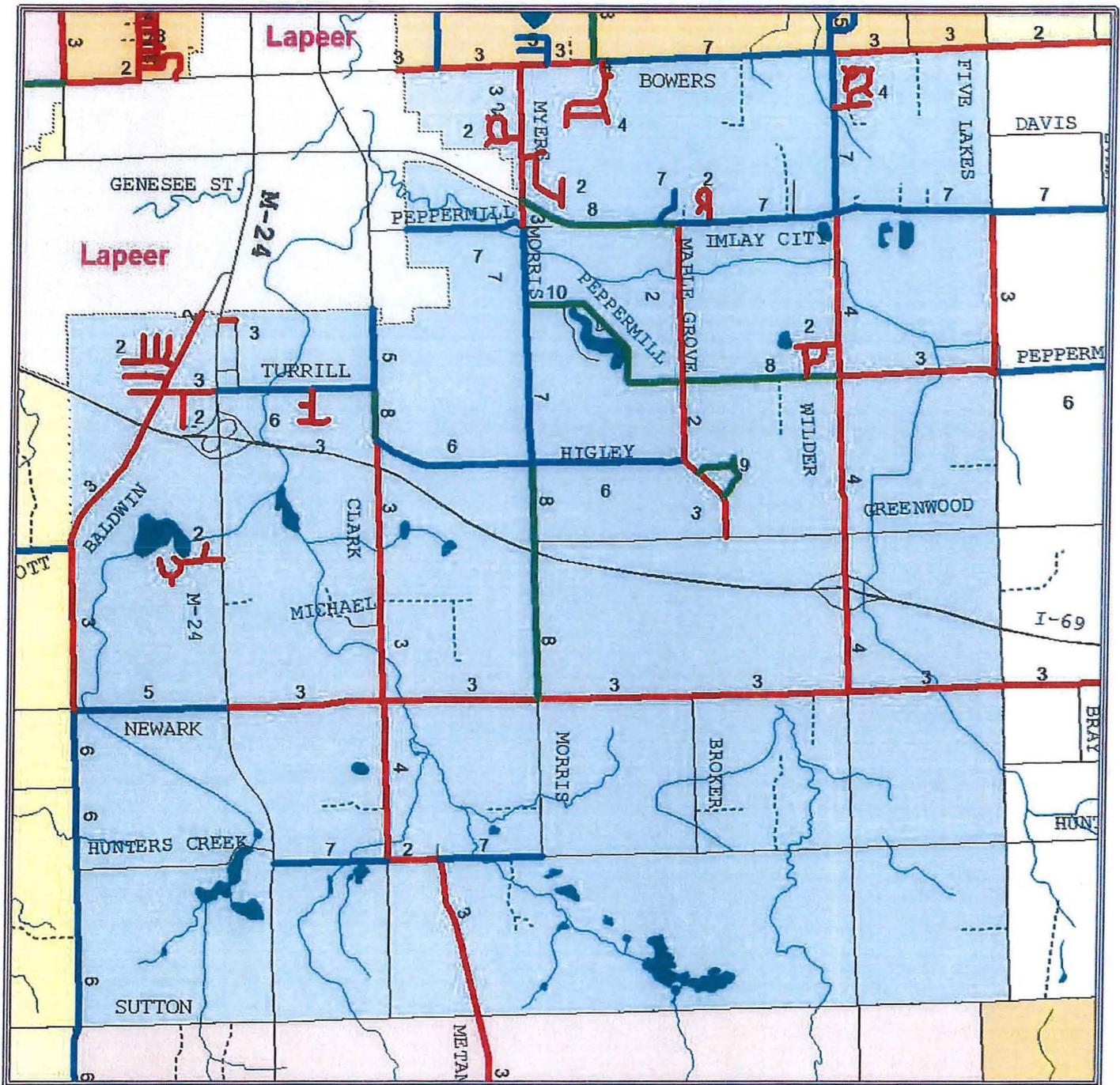
It should be noted that the terms of the interlocal agreement requires that those developments within the newly annexed area of the City conform substantially to the requirements of the Township's zoning regulations which were in place in 2006. This provision was added to the terms of the interlocal agreement in an attempt to ensure that the character of M-24 in this area was consistent with the long term planning and zoning efforts of the Township.

One of the efforts of the committee noted above was to develop an understanding of the differences of the City and Township Zoning Ordinances and to come to a mutual understanding of what Zoning regulations may need to be amended or added within the City regulations to conform to the requirements of the interlocal agreement.

Baldwin Road in this area is in very poor condition, the 2016 Annual Report of the Lapeer County Road Commission shows this portion of Baldwin Rd. as being in very poor condition, needing structural improvement. With all of the new businesses going in over the last dozen years or more, no developer or entity has prioritized for this road being improved. The City has allowed Taco Bell, Belle Tire, The Genesys Medical Building, State Farm Insurance and many others to develop along this stretch of road with no improvement to the infrastructure. MDOT routed traffic off on M-24 and onto Baldwin Rd. the last 2 summers and still no Baldwin Rd. improvements were done.

Lapeer Township Pavement Management

Paved Roads Surface Ratings



Surface Rating	
Green	8 to 10 Good/Excellent (Routine Maintenance)
Blue	5 to 7 Fair (Capital Preventative Maintenance)
Red	1 to 4 Poor (Structural Improvement)

The Township in both 2009 and 2012 conducted visioning group meetings of its residents to gain input on the direction in which to take our Township for the future. These discussion groups addressed: M-24 planning, public safety, roads, recycling to name just a few. The Township master plan was developed to grant the wishes of our residents.... The community we live in.

An excerpt from the 2009 Visioning session was included as part of our master plan and is attached for your review.

Public Input

In developing the Master Land Use Plan the Township Board along with the Planning Commission conducted a visioning session with local residents, business owners, other stakeholders, and the like. The Township collected names of individuals who indicated they would be interested in partaking in such a session and when the meeting was held, those individuals were invited to provide their input on the current assessment of the Township as well as its future.

Specific questions or topics were discussed at the visioning session to keep discussion focused. The following questions were asked of the participants of the meeting:

Visioning Questions

If you had out of town relatives coming into town, where in the Township would you take them or what aspects of the Township would you boast about to them? Also, where would you avoid taking them or what would you avoid telling them?

As farming continues to evolve, a new farming trend is for farmers to sell products which may not be grown on their farm or even be farm related. Do you believe that the Township should allow or encourage farmers to sell non-farm products at their farm stands, operating more like a commercial business? Why?

The Township has traditionally required large lot sizes in an effort to preserve the Township's rural and open space character. Do you believe the Township should still require large lot sizes or should smaller lot sizes be permitted throughout the Township? Why?

Do you agree with the use of people's homes for home based businesses, allowing people to work out of their home? Do you feel that a business of this type would impact your neighborhood?

The Township has long planned the M-24 Corridor for primarily residential purposes. Do you believe that with the current and future improvements on M-24 that this is still realistic or desirable?

Keeping in mind that the Township has very little control over the roadways within the Township, do you feel that the existing conditions of the roadways within the Township are safe? Should additional roadways within the Township be paved?

Would you be willing to live in a house along M-24? Would you be willing to live in a subdivision that backed onto M-24? If so, what types of amenities or separation would you want between your house/subdivision and M-24. If you would not be willing to live along M-24 why not?

Stakeholders & Visions

Identify the "stakeholders", that is, those groups that have a stake in improving the quality of life in the Township.

Involve the stakeholders in a process designed to identify what the future should be like in the Township.

Build consensus among the stakeholders in setting forth the important characteristics of any new planning program.

Prepare a vision statement from the stakeholders' consensus that will serve as the underlying direction for the Planning Commission's work of preparing a new Master Plan.

Have you as a resident or a business owner utilized the Township's recycling program which is available. If so, do you feel that the program is beneficial, and in what ways can the program be improved? What other types of "green" practices do you feel the Township can implement.

If office and retail stores were to be developed in the Township, what types of development would you desire? Would smaller, more local size developments or larger shopping centers which provide a more abundant number of choices be preferable?

The Township has recently adopted a recreation plan which describes recreation improvements that should be completed in the Township in the future. This includes developing a park at Township Hall, a park at the Township property located on Maple Grove Road, as well as a plan for where pathways should be located throughout the Township. What types of recreation improvements would you like to see (if any) and where at?

Have you as a resident or a business owner utilized the Township's recycling program which is available. If so, do you feel that the program is beneficial, and in what ways can the program be improved? What other types of "green" practices do you feel the Township can implement.

If office and retail stores were to be developed in the Township, what types of development would you desire? Would smaller, more local size developments or larger shopping centers which provide a more abundant number of choices be preferable?

Would you be willing to live in a house along M-24? Would you be willing to live in a subdivision that backed onto M-24? If so, what types of amenities or separation would you want between your house/subdivision and M-24. If you would not be willing to live along M-24 why not?

If the Township needed to rezone property for office and retail purposes where do you believe that that property should be located? M-24, Imlay City Road (M-21), Wilder Road and I-69 interchange, other? At intersections, along the entire roadway, etc.

Are there any additional issues relative to the Township that you feel are not being adequately addressed or that could be addressed in a better manner?

The planning process entailed a multi-phase program consisting of:

- 1) Analyzing Existing Conditions and Community Growth Projections
- 2) Identifying Issues and Concerns
- 3) Establishing an Overall "Vision" for the Community
- 4) Formulating Goals and Objectives
- 5) Preparing a Comprehensive Plan which includes a Land Use Plan, Community Facilities Plan, and Thoroughfare Plan
- 6) Preparing Implementation Strategies

The basic components include the following:

Organization of the Document

Introduction

The Introduction section will provide a review of the surrounding growth patterns, the Lapeer County General Development Plan, as well as the surrounding Communities Master Plans. This section will also highlight pertinent demographic data within the Township (*a full demographic profile will be provided as a part of the Plan's appendix*)

Demographics

The demographic section of the Master Plan provides a snapshot of and reviews the pertinent population and housing data for the Township and the County.

Physical Features

The physical features section of the Master Plan provides an overview of the physical features of the Township, including the soil conditions, potential wetlands, woodlands, watersheds, amongst others.

Existing Land Use

The existing land use section provides a general review of the Township's current make up of the types of uses found within the Township. Uses such as agriculture, residential, manufactured housing, commercial and industrial land uses are identified.

Goals and Objectives

The goals and objectives section of the Master Plan provides those guiding principals from which the Master Plan is derived. Each section of the Master Plan then builds from these principals and provides recommendations to implement the future land use plan.

Land Use and Sub Areas Plan

The land use and sub areas plan sections provide an overall view of the proposed future land use recommendations for the Township. The sub areas plan further refines the land use recommendations for specific, prominent areas of the Township.

Thoroughfare Plan

The Thoroughfare Plan will provide an overview of the existing transportation network within the Township, including; the condition, classification and level of service of thoroughfares; and an overview of planned improvements and thoroughfare designations.

Community Facilities Plan

The Community Facilities Plan will provide an overview of the schools, utilities and Township services (provided either locally or at a regional or County level) such as police, fire, library and administrative buildings.

Zoning Implementation Plan

The Implementation Plan will outline the recommendations of the Master Plan, provide a brief outline of the recommendation, the responsible party for undertaking the recommendation, its priority, etc.

SECTION

Lapeer Township is a safe place to live. Public services would not change by annexation into the City of Lapeer.

- The Township contracts with the City for fire protection services. They will not get to a location any sooner by annexation.
- Throughout Lapeer County – Mutual Aid is in place. Regardless of the municipality, the closest department will respond in the case of Fire and Police.

LAPEER COUNTY LAW ENFORCEMENTS MUTUAL AID AGREEMENT

I. PURPOSE:

The purpose of a reciprocal mutual aid agreement or pact is to establish a predetermined arrangement between two (2) or more agencies to support and assist each other in times of emergency. By agreeing to respond to requests for aid, each agency involved can rely on access to resources far greater than each could maintain independently. When available resources have or will be exhausted in response to an emergency, it is in the best interest of all involved parties to request and respond to the needs of a neighboring community in a spirit of public cooperation and goodwill.

II. DEFINITIONS:

- A. "Agency" shall mean a community's law enforcement agency.
- B. "Commanding Officer" shall mean the senior or highest ranking officer available and/or his/her designee, who has responsibility for directing the department at the time of an emergency.
- C. "Emergency" shall mean a combination of circumstances requiring immediate action that calls for greater manpower or equipment than that available to the requesting agency.
- D. "Requesting Agency" shall mean the jurisdiction in which an emergency exists and that requests aid pursuant to this agreement.
- E. "Responding Agency" shall mean the agency that sends personnel and/or equipment to a requesting agency pursuant to this agreement.
- F. "Mutual Aid" shall mean the reciprocal agreement predetermined between two (2) or more communities desiring to support each other upon request for supplemental personnel and/or equipment.

III. DETERMINATION AND DECLARATION OF EMERGENCY:

The *commanding officer* shall be responsible for determining and declaring that an *emergency* exists in his/her jurisdiction.

IV. REQUEST FOR ASSISTANCE:

Upon determining and declaring an *emergency* exists, and that a Mutual Aid response is necessary, the *commanding officer* of the *requesting agency* or his/her designee shall make a request for aid to the *commanding officer* of the *responding agency* or his/her designee.

V. RESPONSE TO REQUEST:

The *commanding officer* of the *responding agency* or his/her designee shall make available to the *commanding officer* of the *requesting agency* or his/her designee such personnel and/or equipment as is available to meet the needs of the *emergency*. The *commanding officer* of the *responding agency* or his/her designee may decline the request for aid if personnel and equipment are not available at the time of the request. No party to this agreement shall be liable for failure to respond to a request for assistance, for any reason.

VI. DIRECTION AT THE SCENE OF EMERGENCY:

The *commanding officer* of the *requesting agency* or his/her designee shall be in charge of operations at the scene of the *emergency*. All personnel and equipment of a *responding agency* shall be under the direction of the *commanding officer* of the *requesting agency* or his/her designee upon arrival at the scene of the *emergency*.

VII. WITHDRAWAL OF PERSONNEL AND EQUIPMENT:

The personnel and/or equipment of the *responding agency* may be withdrawn at any time at the discretion of the *commanding officer* of the *responding agency* or his/her designee. The *responding agency* shall not have any obligation to keep its personnel and/or equipment at the scene of the *requesting agency's emergency* for a longer period of time than is deemed necessary by the *commanding officer* of the *responding agency* or his/her designee. A *responding agency* shall not be liable to a *requesting agency* for leaving the scene of an *emergency*.

VIII. INDEMNITY:

- A. The *requesting agency* shall indemnify, hold harmless and defend the *responding agency* from all claims (except for those defined in section C below), demands, costs of damages (including attorney's fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts or omissions of personnel of the *responding agency* which are

specifically directed or ordered by the *requesting agency's commanding officer* or his/her designee.

- B. The *responding agency* shall indemnify, hold harmless and defend the *requesting agency* from all claims, demands, costs of damages (including attorney's fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts or omissions of personnel of the *responding agency* which are not specifically directed or ordered by the *requesting agency's commanding officer* or his/her designee.
- C. **Waiver of Compensation:** The *responding* and *requesting agencies* waive all claims for compensation from each other including wages, disability payments, retirement, furlough and payments or charges made for equipment, supplies and materials used or expended while rendering service under this *mutual aid* agreement.

IX. INDEMNITY IN JOINT TRAINING:

Each *agency* entering this agreement shall indemnify and save all other participating *agencies* harmless from all claims, demands, costs or damages (including attorney's fees) for bodily injury, including death, or property damage to any person or local entity arising out of the acts or omissions of personnel of the *agency* conducting joint training programs.

X. FEDERAL OR STATE REIMBURSEMENT FOR EMERGENCY WORKS FUNDS:

When a *requesting agency* makes application for federal or state reimbursement funds for the cost of *emergency* operations, it shall also request funds on behalf of the *responding agencies* as well. Each *agency* shall maintain appropriate records to support such applications.

XI. EMPLOYEE BENEFITS:

Each *agency* in this agreement shall continue to provide the same salaries, workers compensation, retirement and other fringe benefits to its employees responding to a *mutual aid* request as those employees would receive while on duty in their own jurisdiction.

XII. COSTS OF EQUIPMENT:

All costs of equipment and supplies used while providing *mutual aid* shall be borne by the *agency* owning the equipment and supplies.