Township of Lapeer
Lapeer County, Michigan
1500 Morris Road, Lapeer, MI 48446
Phone (810) 664-3700
Fax (810) 667-4101

Township Presentation

Public Hearing
February 10, 2016 – 4:00 P.M.
Docket No. 15-AP-03

State Commissioners

Mr. Dave Doyle
Ms. Pamela Jarvis
Mr. Mike Rice

Lapeer County Commissioners

Mr. Ron Barnard
Mr. Denis McCarthy

Dawn M. Walker, Clerk *Scott A. Jarvis, Supervisor* *Lori Ann Taylor, Treasurer*
William A. Blaine, Trustee *Phillip K.Thick, Trustee*

Lapeer Township and the City of Lapeer signed an Interlocal Agreement for the Sharing of Services and Revenue; it was signed in December of 2006 after almost 2 years of negotiations.

This agreement allows many things; but most importantly in this case it allows for the petitioners proposed annexation area to remain in the Township and still receive City sewer and water services for development of residential and office use.

Petitioners have ***not*** met with the Township to communicate what the proposed development is.

Under the 2006 Agreement over 755 acres was annexed into the City for commercial development. To date, most of this annexed property still remains undeveloped. This undeveloped property is fronted by M-24.

INTERLOCAL AGREEMENT

CITY OF LAPEER - TOWNSHIP OF LAPEER

AGREEMENT TO SHARE REVENUE AND MUNICIPAL SERVICES

PUBLIC ACT 7 OF 1967 (Extra Session) As Amended

This Agreement made on the 4th day of December, 2006, and reaffirmed on the 19th day of March, 2007 between the CITY OF LAPEER, a Michigan Municipal Corporation, with offices at 576 Liberty Park, Lapeer, Michigan, (hereinafter referred to as the "CITY") and the TOWNSHIP OF LAPEER, a Michigan Municipal Corporation, with offices at 1500 Morris Road, Lapeer, Michigan, (hereinafter referred to as "TOWNSHIP").

WHEREAS, certain areas within the TOWNSHIP, located south of the CITY, are presently in need of sewer and water services; and

WHEREAS, the most economically feasible way to provide sewer and water services to these areas is through an agreement between the TOWNSHIP and the CITY to provide that one area be annexed to the CITY and that another area remain in the TOWNSHIP, with both receiving CITY sewer and water service; and

WHEREAS, the provision of municipal sewer and water services to the area would further the economic well being of both the CITY and TOWNSHIP by increasing the probability of quality development, protecting the environment, and enhancing the tax base; and

WHEREAS, the CITY and TOWNSHIP wish to share the resulting property tax revenue and cooperate to encourage quality development; and

WHEREAS, the TOWNSHIP wishes to provide zoning protection for its existing residential areas by securing assurances that development on annexed property will be compatible with TOWNSHIP zoning;

NOW THEREFORE, by authority of Act 7 of the Public Acts of 1967 (Extra Session), as amended, and in consideration of the covenants and conditions hereinafter set forth, the parties agree as follows:

1. PROPERTY DESCRIBED. The real property for which revenue will be shared and municipal services provided pursuant to this Agreement is legally described and shown on the attached Exhibits A and B. The TOWNSHIP consents to the annexation and the CITY agrees to accept the annexation of the property legally described and specified by tax parcel identification numbers on Exhibit A and also designated on the Exhibit B map, both of which are attached hereto and made a part hereof, to the CITY. However, no parcels of land within the designated area shall be annexed to the CITY without the written consent of the property owner.

2. JURISDICTION. The CITY shall have full jurisdiction, including the powers of taxation and zoning, over the annexed areas. Although the CITY shall have full jurisdiction, the development of property within annexed areas shall be subject to the provisions of this Agreement.

3. SEWER AND WATER ACCESSIBILITY. The CITY agrees to make municipal sewer and water services available to the areas shown on the Exhibit B map. Sewer and water services shall be made accessible within eighteen (18) months of the date of execution of this Agreement. For purposes of this Agreement the term "accessible" shall mean that sewer and water lines with sufficient capacity to serve any developments approved by the CITY or TOWNSHIP within the Exhibit B map area shall be brought to the boundary between the prior CITY limits and the northernmost area to be annexed. "Sufficient capacity" for water lines shall mean the ability to provide a standard minimum pressure of thirty-five (35) pounds per square inch (p.s.i.) throughout any lines constructed and a minimum fire fighting capacity of one thousand five hundred (1,500) gallons per minute at twenty (20) p.s.i. minimum residual pressure.

4. SEWER AND WATER TAPS AND LINES. The CITY shall provide up to one thousand five hundred (1,500) sewer taps and one thousand five hundred (1,500) water taps to be used for single-family residential dwellings in the TOWNSHIP areas designated on the Exhibit B map. In the case of properties located in the TOWNSHIP adjacent to the west side of M-24, the sewer and water taps may also be used for offices. None of the sewer and water tap-ins may be used for commercial, industrial, apartments or attached condominium units. User rates shall be one and one-half (1.5) times the regular CITY rates. Sewer tap-in fees for properties located in the TOWNSHIP shall be Six Thousand ($6,000.00) Dollars per residential equivalent unit or one and one-half (1-1/2) times the rate applicable within the CITY, whichever is greater. A "residential equivalent unit" shall be deemed to be the number of gallons of sewage discharged from a dwelling unit or, in the case of nonresidential uses, shall be deemed to be three hundred (300) gallons per day. Water tap-in fees for properties located in the TOWNSHIP shall be one and one-half (1-1/2) times the rate applicable within the CITY. The CITY shall be responsible for providing the necessary sewer and water capacity. However, the cost of extension of sewer and water lines to the building sites shall be the responsibility of the property owners. At least three hundred (300) of the sewer and water taps shall be reserved for twenty-five (25) years from the date of this Agreement for single-family dwellings which are in existence as of the date of the Agreement. During the same twenty-five year period, a maximum of seven hundred (700) sewer and water taps may be used in the area north of I-69 expressway and a maximum of eight hundred (800) sewer and water taps may be used south of I-69. After the twenty-five (25) year

time period expires, any unused sewer and water taps may be used anywhere within the TOWNSHIP areas designated on the Exhibit B map. All sewer and water lines constructed in the CITY or TOWNSHIP areas depicted on the Exhibit B map shall belong to the CITY and shall be the responsibility of the CITY to operate and maintain. All such lines shall be constructed in compliance with and operated under the provisions of CITY sewer and water ordinances. In the event the TOWNSHIP ever develops its own sewer or water system it shall have the right to take ownership and control of any lines in the TOWNSHIP which were constructed at the expense of property owners and the CITY shall relinquish ownership and control at no charge to the TOWNSHIP. The TOWNSHIP shall reimburse the CITY for the undepreciated value of any water or sewer lines taken over by the TOWNSHIP which were constructed at CITY expense. The TOWNSHIP shall not have the right to take over any water line which is a necessary part of a loop for water lines within the CITY.

5. SEWER AND WATER FRANCHISES AND FEE COLLECTIONS. The TOWNSHIP shall grant a franchise to the CITY to provide sewer and water service within the areas designated in this Agreement and shall extend such franchise upon any expiration as long as any users in TOWNSHIP are connected to CITY sanitary sewer and/or water services. The TOWNSHIP shall also adopt an ordinance which allows the CITY to notify the TOWNSHIP as to any delinquent sewer and water charges and have the amounts placed on the TOWNSHIP tax assessment roll for collection from the responsible property owners. TOWNSHIP agrees to add to its real property tax billings, at the request of the CITY, the amount of any delinquencies owed to the CITY by sewer and/or water users located in the TOWNSHIP.

6. SEWER AND WATER OPERATIONS AND SERVICES. The CITY shall provide the necessary services to operate the sanitary sewage and water system within the TOWNSHIP for any TOWNSHIP users who tap into the CITY sewer or water system pursuant to this Agreement. These services shall include, but not be limited to, billings, maintenance, repairs, and meter readings. The CITY shall have the right to inspect individual tap-ins and the right to make whatever inspections or investigations are reasonably necessary to protect the health, safety and welfare of the public and to take appropriate remedial action. In the case of manufactured homes located within manufactured housing parks, a single meter owned by the park owner shall be installed for billing purposes.

7. DEVELOPMENT RESTRICTIONS. The TOWNSHIP hereby approves of development on any annexed land described in attached Exhibits A and B so long as it is developed under CITY zoning ordinance provisions which are substantially the same as the ordinance provisions applicable in the TOWNSHIP at the time of the signing of this Agreement. For any proposed development not in substantial compliance with TOWNSHIP ordinances, the TOWNSHIP shall have the right to review and approve or deny the site plan for any such development, which site plan approval shall not be unreasonably withheld. In order for the TOWNSHIP to determine substantial compliance, the CITY shall forward to the TOWNSHIP a copy of all site plans submitted for development within the annexed areas. Said site plans shall be forwarded to the TOWNSHIP as soon as they are received by the CITY. The land in Section 18 which is part of the previously approved Planned Unit Development (PUD) shall only be developed in compliance with a PUD plan which is substantially the same as the Plan approved by the Lapeer Township Planning Commission. In addition, in the event property located in the north one-half of Section Four is ever annexed into the CITY, it shall only be developed in

compliance with zoning regulations mutually agreed upon between the TOWNSHIP and the CITY.

8. SHARING OF PROPERTY TAX REVENUE. As to any assessable real or personal property located within any annexed area described in Exhibit A, CITY shall each year pay to the TOWNSHIP the equivalent of two and one-half (2.5) mills per One Thousand ($1,000.00) Dollars of taxable value, or the then-current TOWNSHIP millage rate, whichever is larger. In no event shall the annual payment exceed the equivalent of three and one-half (3.5) mills. The first such payment shall be due by March 1, 2008 and each subsequent payment shall be due on or before March 1 of each year, in perpetuity. Said annual payment to the TOWNSHIP shall be accompanied by a list of all real and personal properties in the annexed areas and the taxable values for those properties. In the event the property tax system in the State of Michigan is changed to such an extent that the millage equivalent payments provided for herein would not substantially carry out the intent of this paragraph, the parties shall negotiate a payment system which would be as nearly identical to that specified herein as reasonably possible.

9. COMMUNITY CENTER. The CITY shall provide TOWNSHIP residents membership in the CITY Community Center on the same terms and costs as those available to CITY residents. The obligation to provide access shall continue so long as the CITY operates a Community Center or comparable facility.

10. TURRILL ROAD. The CITY shall upgrade or have the developers of property upgrade that portion of Turrill Road adjacent to any annexed area to accommodate traffic generated by any development within the annexed areas. The CITY and the TOWNSHIP shall cooperate to see that Turrill Road is improved for the entire distance between M-24 and Saginaw Street/Clark Road. In order to accomplish the purposes of this paragraph, the TOWNSHIP shall transfer any jurisdiction it may have over that portion of Turrill Road to the CITY upon the request of the CITY.

11. POLICE SERVICES. The CITY shall provide police protection to the entire area designated for future annexation in Exhibits A and B, both before and after annexation actually takes place. The TOWNSHIP shall provide the CITY with a letter of authorization for the CITY police to have jurisdiction within the future annexation area.

12. BOUNDARY PROTECTION. The boundaries of the CITY shall not be extended into any lands adjacent to lands described in this Agreement in the absence of explicit TOWNSHIP approval. In the event there is mutual agreement to any such future additional annexations, all of the terms of this Agreement shall apply to any such annexations. To accomplish the intent of this Agreement provision, the CITY shall not file, support or encourage annexation petitions with the State Boundary Commission. Both the CITY and the TOWNSHIP commit to openly oppose any such annexation petitions which may come up for public hearing at the State Boundary Commission. The provisions of this section shall be applicable for a period of fifty (50) years from the date of this Agreement.

13. OTHER ASSETS AND LIABILITIES. No other assets or liabilities shall be divided between the CITY and the TOWNSHIP as a result of the annexations authorized by this

Agreement. The CITY shall be responsible for all costs and maintenance related to streets, street lights and other municipal facilities on land annexed into the CITY.

14. AGREEMENT COMPLIANCE. In the event the CITY or TOWNSHIP does not comply with the requirements of this Agreement, the other party shall notify the party which is not in compliance in writing of exactly how the requirements have not been complied with. Said notice shall be personally served on the Lapeer City Manager or the Lapeer Township Supervisor, and mailed by first class mail to the Lapeer City Hall or Lapeer Township Hall address. Failure of the party alleged to be in breach of the Agreement to comply with the specified requirements within ninety (90) days from the date said notice is served as described herein, shall entitle the other party to commence litigation to enforce the contractual obligations. In the case of utility service disputes, the time period shall be three hundred and sixty-five (365) days rather than ninety (90) days. The losing party in any such litigation shall reimburse the prevailing party for all costs and attorney fees incurred.

15. RECORDING. The CITY shall record this Agreement within 30 days of the date of its execution, with the Michigan Secretary of State, the Lapeer County Clerk, and the Lapeer County Register of Deeds.

16. AGREEMENT DURATION, AMENDMENT AND TERMINATION. This Agreement shall continue in effect in perpetuity from the date of execution by both parties. However, this Agreement may be amended or terminated by mutual written agreement of the CITY and TOWNSHIP. This Agreement could also have been terminated by the electors of either the Township of Lapeer or the City of Lapeer if a qualifying petition for a referendum was filed within the appropriate municipality within forty-five (45) days of the meeting at which the Agreement was approved by the Lapeer Township Board or the Lapeer City Commission. The Lapeer Township Board approved the Agreement on August 14, 2006 and the Lapeer City Commission approved the Agreement on October 16, 2006.

17. SEVERABILITY. None of the agreements and covenants contained herein are severable, except for the recording requirements in Paragraph 15.

WITNESSES:

CITY OF LAPEER

BY: _____
William J. Sprague, Its Mayor

_____
Dale Kerbyson, Its Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF LAPEER)

Subscribed and sworn to before me this 19th day of March, 2007, by William J. Sprague, Mayor, and Dale Kerbyson, Manager, on behalf of the City of Lapeer, pursuant to a motion of approval adopted by the City Commission of the City of Lapeer on the 19th day of March, 2007.

DONNA L. CRONCE
Notary Public, State of Michigan, County of Lapeer
My Commission Expires October 1, 2008
Acting in the County of Lapeer

Donna L. Cronce
Donna L. Cronce
Notary Public
Lapeer County, Michigan
Acting in Lapeer County
My Commission Expires: 10/01/08

WITNESSES:

TOWNSHIP OF LAPEER

By: Scott A. Jarvis, Its Supervisor

Dawn M. Walker, Its Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF LAPEER)

Subscribed and sworn to before me this 12th day of March, 2007, by Scott A. Jarvis and Dawn M. Walker on behalf of the Township of Lapeer, pursuant to a motion of approval adopted by the Township Board of the Township of Lapeer on the 12th day of March, 2007.

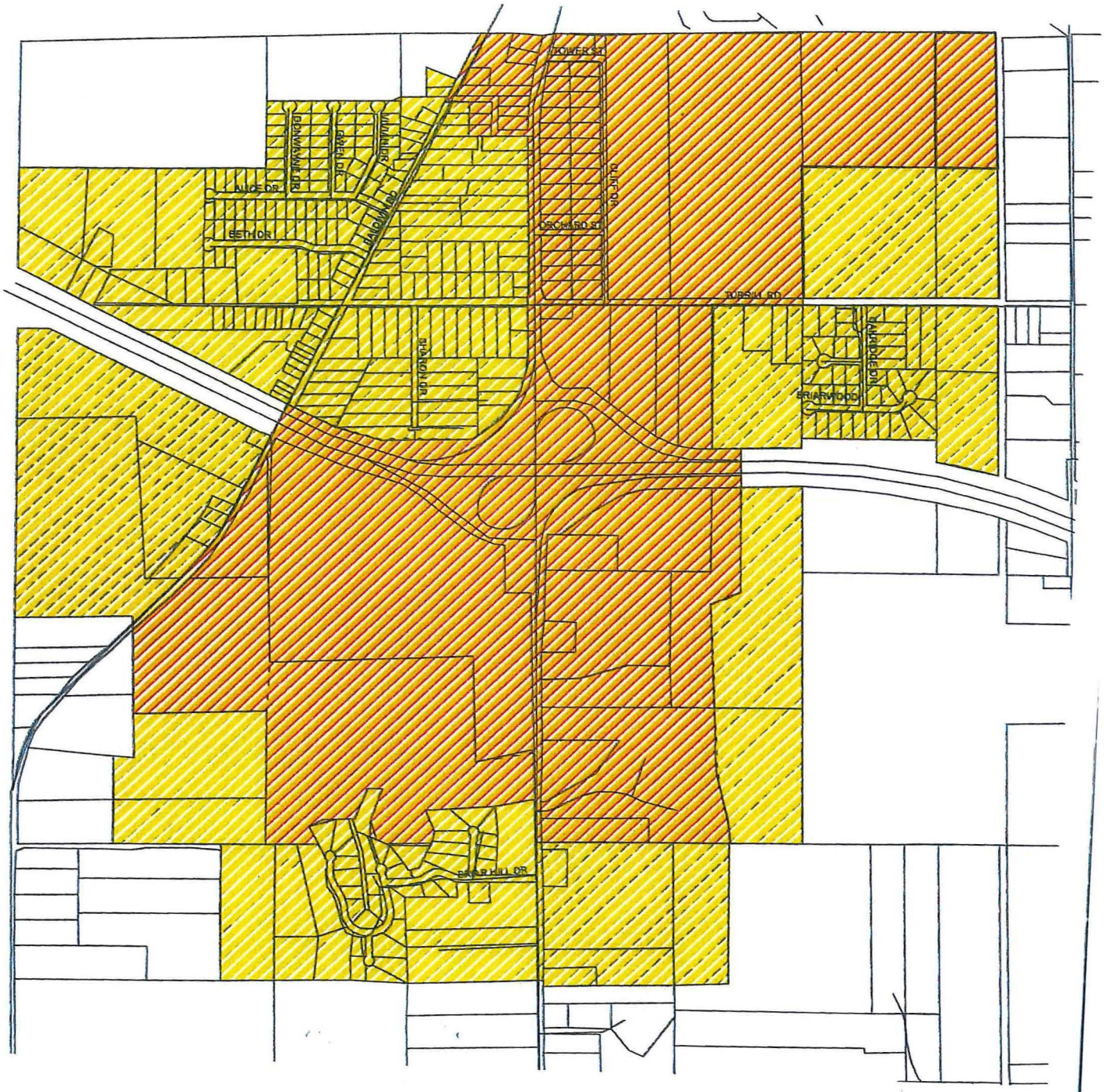
NANCY L. BRADFORD
NOTARY PUBLIC
LAPEER COUNTY, MI
MY COMMISSION EXPIRES OCT. 5, 2011

Nancy L. Bradford

Notary Public
Lapeer County, Michigan
Acting in Lapeer County
My Commission Expires: 10-5-2011

Drafted by and when recorded return to:

Gary W. Howell
Attorney at Law
407 Clay Street
Lapeer, Michigan 48446
(810) 664-5921



Legend

- Annexation Area
- Potential Sewer Tap Area

INTERLOCAL AGREEMENT
CITY OF LAPEER - LAPEER TOWNSHIP
Exhibit B

December 4, 2006

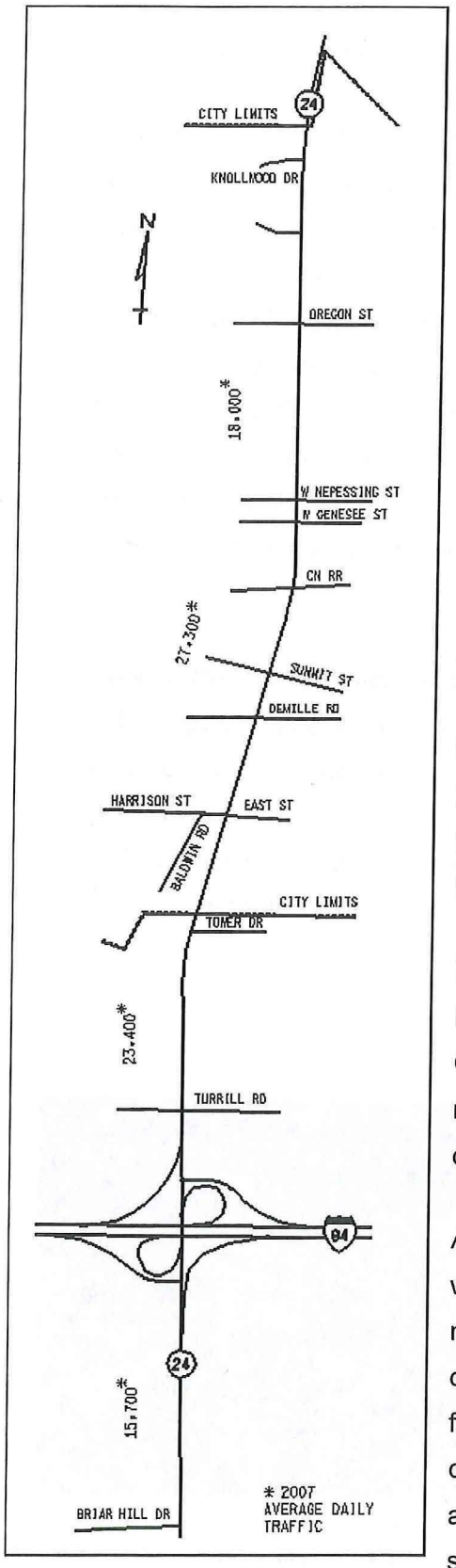
Lapeer Township
Lapeer County, Michigan

0 0.125 0.25 0.5 Miles

The Interlocal Agreement was ***approved*** by the State of Michigan and has been in practice now for over 8 years, allowing the Township and City to do what is best for the community.

- Our agreement is recognized as a legal binding document by the Michigan Department of Transportation and is directly referenced in the 2009 M-24 Access Management Plan.
- The following quote is directly from the M-24 Access Management plan;

  "On the west side of M-24 between Turrill Rd. and Tower Dr. there are some open parcels. The access management plan will recommend access points for these parcels and review the existing drives to determine if any improvements should be made. This area is in the annex area ***but will likely not become part of the City.****"*



1.0 INTRODUCTION

1.1 The M-24 Study Corridor

The following document contains the details of the M-24 Corridor Access Management Plan that was prepared for the City of Lapeer and the northern portion of Lapeer Township, Lapeer County, in coordination and cooperation with the Michigan Department of Transportation and the Lapeer County Road Commission. The limits of the corridor extend from just south of I-69, near Briar Hill Drive, northerly to the north city limit of Lapeer, north of Knollwood Drive.

The width of the study corridor is 660 feet east and west of the M-24 centerline. 660 feet has been found to be the distance where cross street traffic or signalization may influence the traffic operations along the primary corridor. In the case of M-24, DeMille Road is an example of a cross road that has some degree of influence upon M-24, and therefore access along DeMille should be considered within the plan.

In addition to DeMille, other major cross streets include Harrison Street, Genesee Street, Nepessing Street and Oregon Street. In addition to these major streets, the access management plan needs to consider potential future development along Turrill Road and Summit Street.

Although the focus of this Access Management Plan ***is*** within the Lapeer urban area, recognition must be maintained that M-24 is a statewide arterial highway. M-24 connects to the "Thumb Area" to the north providing access for residents of those communities to jobs and shopping opportunities not available within their area. In turn, M-24 is also a commuter route that provides access to jobs and shopping in the Greater Detroit area. So this Access

Management Plan will impact not only be a benefit to the residents within the City and Township of Lapeer, but for all those that travel into and through the community.

The M-24 corridor contains a variety of characteristics. From south of I-69 to just north of Tower Drive the corridor is relatively undeveloped. This area has the potential for new growth due to its proximity to I-69 and the large acreage parcels under single ownership. Access management decisions are critical in this area to properly manage traffic and turning movements. From just north of Tower Drive north to Genesee Street the land use is primarily commercial in nature. This area has already experienced redevelopment~~s~~ with access management techniques incorporated. This segment will continue to see redevelopment~~s~~ and change of use providing opportunities to address access issues. The last segment of the corridor area from Genesee Street to the north City limits is bordered by residential uses that transition to a hospital, church and other businesses at the far north end.

In 2007 the City of Lapeer and Lapeer Township entered into an Interlocal Agreement which transferred a portion of Lapeer Township to the City (refer to Map 1, page 5) that includes M-24 to just south of the I-69 freeway. The area designated as 'annexation by choice' initially remains in the township; however, parcel owners have the choice during development to join the city upon request. Therefore, as these properties develop the City of Lapeer will review and approve the land use changes and site plans in conformance with the terms of the Interlocal Agreement.

1.2 Definition of Access Management [1]

Access Management is a set of proven techniques that help reduce traffic congestion, preserve the flow of traffic, improve traffic safety, prevent crashes, preserve existing road capacity and preserve investment in roads by managing the location, design and type of access to property.

[1] Adapted from The Access Management Guidebook, Michigan Department of Transportation, October 2001 p. 1-13 and available on-line at www.accessmanagement.info under the "resources" tab, "Guides and Handbooks"

limited access right-of-way. The limited access right-of-way will be shown in the access management plan. Given this if the land in the NE quadrant every gets developed the access would be off of Turrill Rd.

9. It was noted that on NB M-24 a deceleration lane and right turn lane should be shown at Turrill Rd if and when the NE quadrant gets developed. Other large box developments along Turrill Rd east of M-24 but not necessarily at in the NE parcel may also warrant this safety improvement.

10. On the east side of M-24 between Turrill Rd and Orchard Dr there are two closely spaced drives. The desire would be to combine the driveways with shared access.

11. Between Orchard Dr and Tower Dr on the east side of M-24 the area is zoned residential with special land uses for businesses. It was noted that the Township will be reviewing their Master Plan in the near future.

    If this area every gets rezoned and redeveloped the access management plan should illustrate rear access to all of these parcels. The rear access road would connect Orchard Dr and Tower Dr and be located between M-24 and Cliff Dr. No direct access to M-24 should be shown between Orchard Dr and Tower Dr.

12. On the west side of M-24 between Turrill Rd and Tower Dr there are some open parcels. The access management plan will recommend access points for these parcels and review the existing drives to determine if any improvements should be made. This area is in the annex area but will likely not become part of the City.

13. The access management maps should show the annex area and the city limits.

14. From Tower Dr to Harrison St the old aerial needs to be updated to represent recent redevelopments and a new road between M-24 and Baldwin Rd.

15. From Tower Dr to Harrison St the access management plan should reflect opportunities to combine drives and promote shared access.

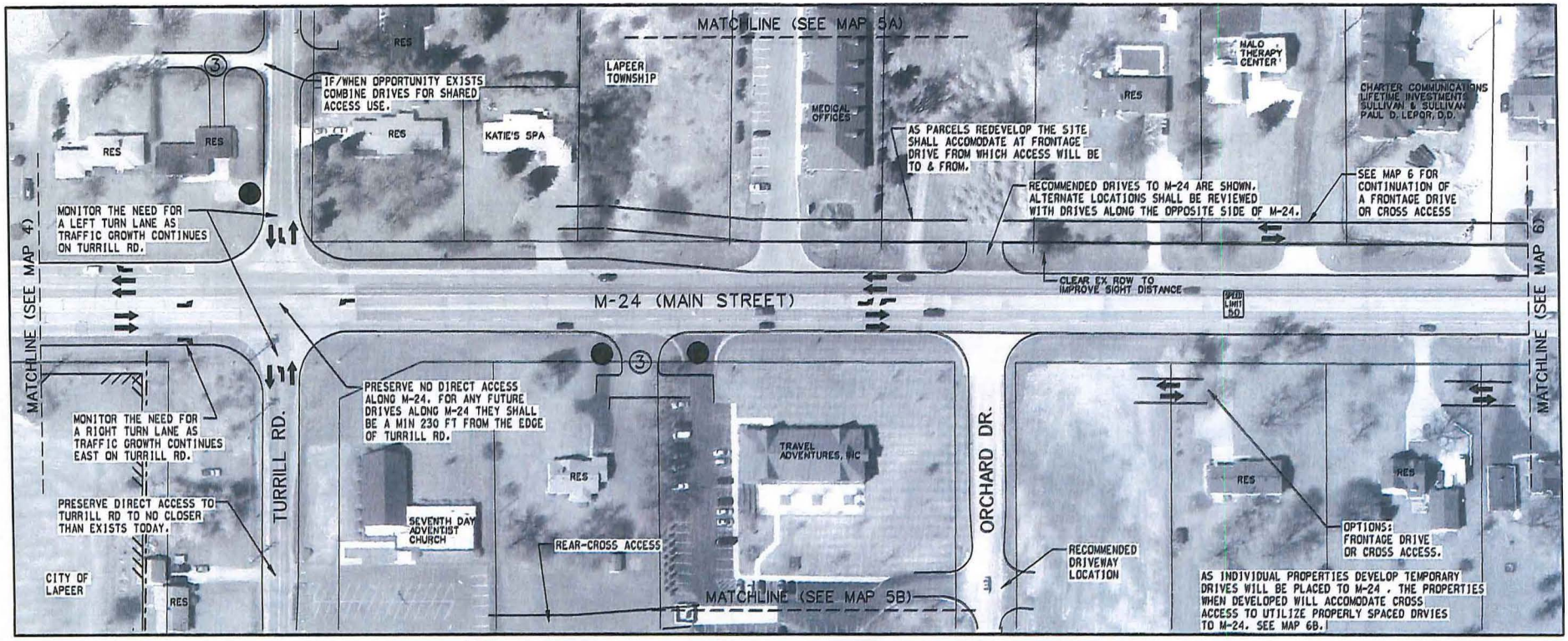
16. For the business located in the NW quadrant of the Harrison St/M24 intersection the drive out to Harrison St should be reviewed to determine if a right-in and right-out would be more desirable.

17. From Harrison St to East St/West St the access management plan should reflect opportunities to combine drives and promote shared access. Also, rear access to East St & West St should be the desire in conjunction with eliminating drives to M-24.

M-24/TURRILL RD INTERSECTION

INTERSECTION TRAFFIC SHALL BE MONITORED AND A TRAFFIC SIGNAL WARRANT PREPARED. A TRAFFIC SIGNAL WILL BE PLACED ONCE THE TRAFFIC WARRANTS THE NEED.

M-24 (MAIN STREET) ACCESS MANAGEMENT PLAN
CONCEPTUAL PLAN



NOTES:

1. THE MODIFICATIONS SHOWN ARE NOT FOR CONSTRUCTION BUT ARE INTENDED TO ILLUSTRATE RECOMMENDED ACCESS MANAGEMENT FOR IMPLEMENTATION. ACTUAL CONSTRUCTION CONDITIONS OR OTHER FACTORS MAY REQUIRE ALTERATIONS TO THE ACTUAL LOCATION OF FRONTAGE DRIVES, CROSS ACCESS, SHARED DRIVES, RELOCATED DRIVES, ETC.
2. EXISTING RESIDENTIAL DRIVES SHALL BE CLOSED UPON REDEVELOPMENT/REUSE WHERE APPLICABLE.
3. AERIAL PHOTOGRAPHS, PARCEL LINES AND PROPOSED MODIFICATIONS MAY NOT ALIGN PRECISELY.
4. MODIFICATIONS SHOWN IN THE LAPEER TOWNSHIP ARE RECOMMENDATIONS AND SHALL BE COORDINATED WITH THE TOWNSHIP PLANNING OFFICE.

MAP 5 - LAPEER TOWNSHIP/CITY OF LAPEER

LEGEND

- ● CLOSE DRIVE
- ① MODIFY DRIVE
- ② NEW DRIVE
- ③ COMBINE EXIST. DRIVES WITH NEW DRIVE
- ④ ADD CURB & DEVELOP NEW CROSS ACCESS
- ⑤ CLOSE DRIVE WHEN REAR ACCESS IS PLACED

THE PARCELS ON THE EASTSIDE OF M-24 ARE WITHIN THE BOUNDARY OF ANNEXATION BY CHOICE. THE PARCELS ON THE WESTSIDE ARE IN LAPEER TOWNSHIP.

0 50 100
SCALE

CITY OF LAPEER
LAPEER COUNTY, MICHIGAN
04-02-09

benesch

M-24 (MAIN STREET) ACCESS MANAGEMENT PLAN
CONCEPTUAL PLAN

NOTES:

1. THE MODIFICATIONS SHOWN ARE NOT FOR CONSTRUCTION BUT ARE INTENDED TO ILLUSTRATE RECOMMENDED ACCESS MANAGEMENT FOR IMPLEMENTATION. ACTUAL CONSTRUCTION CONDITIONS OR OTHER FACTORS MAY REQUIRE ALTERATIONS TO THE ACTUAL LOCATION OF FRONTAGE DRIVES, CROSS ACCESS, SHARED DRIVES, RELOCATED DRIVES, ETC.
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MAP 6A - LAPEER TOWNSHIP/CITY OF LAPEER

LEGEND

- ● CLOSE DRIVE
- ① MODIFY DRIVE
- ② NEW DRIVE
- ③ COMBINE EXIST. DRIVES WITH NEW DRIVE
- ④ ADD CURB & DEVELOP NEW CROSS ACCESS
- ⑤ CLOSE DRIVE WHEN REAR ACCESS IS PLACED

0 50 100
SCALE

04-02-09

benesch

The Lapeer Township master plan specifically addresses the proposed area referred to as "NW Baldwin Planning Area" as well as directly addressing the "2006 Interlocal Agreement."

- The Township master plan outlines the methods used to calculate the build out for sewer and water infrastructure in the proposed annexation area; which is granted for residential and office use based upon R-1B zoning.
- The Township master plan includes provisions based directly upon the Interlocal agreement for a residential growth belt that can obtain sewer and water services.
- The master plan discusses the use of properties on the west side of M-24; specifically when planning for the area, care must be taken to ensure that the single family residential uses are protected and it directly discourages dense office development. Not only for protection of the surrounding residential homes but because of the traffic that would substantially increase on Baldwin Road.

Northwest Baldwin Planning Area

The Northwest Baldwin planning area is serviced by two main roadways. These include Baldwin Road and M-24 along the eastern boundary. Other smaller local roadways provide access to either Baldwin or M-24. Interstate 69 forms the southern boundary of the planning area.

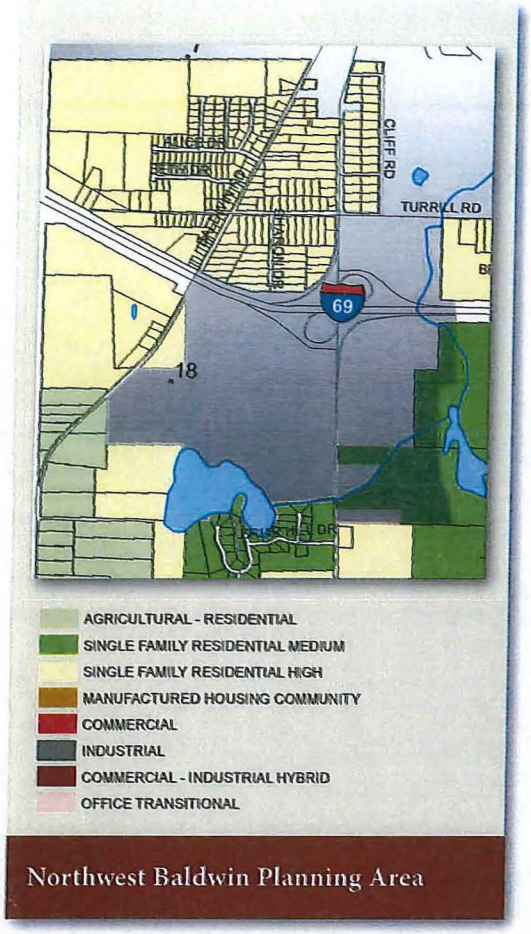
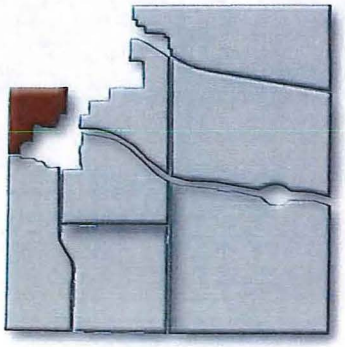
Baldwin Road carries a daily vehicle load of 4,888 and 5,715 vehicles per day, while M-24 in this area carries over 34,000 vehicles per day in and out of the City. The smaller local roads/streets in this area carry an average daily traffic of less than 1,000 vehicles per day.

As may be expected for an area as developed as this and with lot sizes of this size and nature, this area of the Township has very limited natural resources. Only several small natural features have been identified on the mapping. These are located immediately west of the those areas already developed.

This area essentially does not contain any current farmland areas with the exception of the northwestern side of Baldwin Road, south of I-69.

This entire planning area is eligible for sanitary sewer service from the City of Lapeer without annexation as a part of the 2006 interlocal agreement with the City. Each existing lot was counted as one tap and then build out analysis's were conducted for larger, developable properties utilizing the Township's R-1-B Zoning District.

The Master Plan designates this area for Single Family Residential High, which is equivalent to the Township's R-1-B Zoning District. The majority of this area is already subdivided and built out, extensive new development is not foreseen. Some developable property which can be developed independently or through property assembly is available along the Township's western boundary.



Northwest Baldwin Planning Area