

GUEST COLUMN by Steve Lomske: Did Northville Township win or lose in annexation battle?

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During the Vietnam Conflict after each battle a reconnaissance plane would fly over the battlefield and take photographs. The pictures would be developed, enlarged, and then evaluated. It became apparent, even to the soldier evaluating the photographs, that although our troops were inflicting higher troop casualties on the enemy, we were losing millions of dollars per day in damaged tanks, vehicles, armaments, downed helicopters and planes, and numerous other supplies. The enemy had a huge supply of foot soldiers and low-cost techniques to inflict damage. The conflict was costing the U.S. millions of dollars per day.

So who was really winning?

Now that the attempted REIS/ Hospital property annexation conflict with Livonia is over, victory has been declared and the flags and banners taken down, it is time to do a "fly over" and evaluate who actually won. In order to do this one must compare the proposed REIS/ Northville Township settlement, filed July 30, to the original REIS development proposal dated October 2006.

COMMERCIAL- One of the major concerns of the community was the amount of commercial retail space proposed to be constructed on the property and how it might affect existing downtown businesses within the City of Northville and surrounding area. The original REIS proposal proposed no greater than 400,000 square feet of commercial on 42 acres with no single retailer larger than 75,000 square feet. The settlement agrees to 950,000 square feet on 110 acres, does not limit a single retailer's size, and does not require the second floor area square footage of a single retailer to be included into the total summation. The settlement excludes the square footage of all common areas, outdoor cafes, outdoor sales, and mezzanines. The ultimate number and size of any building will not be limited to the Township Zoning Ordinance. Wal-Mart is mentioned several times in the settlement. The original proposal did not appear to include fast food restaurants at the corner of 7 Mile and Haggerty, the settlement agrees to three. Whatever happened to the small town concept proposed for this corner presented in the Township's subarea plan prepared by LSL Planning, Inc in 2006?

OFFICE - The original proposal proposed 10 acres and 165,000 square feet. The settlement agrees to 10.68 acres which can be expanded up to 25 acres. The maximum height to be four stories. The size or user will not be limited by the Zoning Ordinance.

SENIOR HOUSING - The original proposal was 13 acres. The agreement allows 13.5 acres. This can be expanded up to 25 acres and a building height of six stories. The ultimate size (in square feet) of any building or user will not be limited by the Zoning Ordinance.

RESIDENTIAL - The original proposal suggested 174 acres of single family homes and attached and detached villas. The lot sizes ranged from 70' to 120' wide. The settlement agrees to 147 acres, with a minimum lot width of 50 feet, provided no less than _ of the single-family homes sites shall have a minimum lot width of less than 60 feet. The development is limited to 500 units. The settlement allows up to 20 percent of the residential units to be attached housing. It also allows that all of the residential units can be rented or leased, if the market requires. Lot widths of 50 to 70 feet wide shall have agreed upon setbacks as specified in the settlement.

SIGN ORDINANCE - The settlement states, "The now existing or hereafter adopted sign ordinance will be generally applied, but the standards contained therein may be modified administratively.... to reflect the unique scale of the Commercial Area..."

ASSESSED PROPERTY VALUE - The settlement agrees to roll back the assessed property value from the purchase price of \$34 million to a taxable value of \$5 million. The Township must also refund the developer the taxes paid in excess of this amount for the previous tax years of 2006, 2007 and 2008. This new lower tax rate will now be the tax bases during the entire Brownfield Plan repayment period. The current tax payment on the property is \$776,321 per year. The tax could drop to \$120,000 or less, for over 10 years. Where will the refund money come from? The agreement also circumvents the tax tribunal process. Try to do this with your own personnel property taxes.

BROWNFIELD PLAN - The settlement agreed to the Brownfield Plan and the developer can now use property tax increment financing to pay for the \$15 million clean up of the site. The developer has 10 years to remove the existing structures. There is not a penalty clause, in the settlement, if the structures or waste are not removed.

FENCE CONSTRUCTION - In the settlement the developer is to install a fence along the southern property line. All approvals and permit fees are waived. For all others, this type of work requires a \$50 permit, \$15 / 100 feet of fence fee, site plan approval, inspection and a \$500 bond.

WATER TAP AND SEWER FEES - Per the settlement, all fees are frozen for 10 years at the current rate.

SIDEWALKS - Per the settlement the developer is only required to install sidewalks on one side of the street. I question whether this would comply with the Americans with Disabilities Act, since it restricts persons with disabilities from full access to all of the property, buildings, and homes.

ROADS and UTILITIES - Per the settlement all roads, landscaping, sidewalks, pathways, lighting, and utilities will be paid for through a special tax assessment district.

SCHOOL SITE - The original proposal included the developer donating a 19.3 acre school site, and extending Winchester Drive. This donation was eliminated in the settlement.

TRAIL SYSTEM - The original proposal included a 6.5-mile bike and walking path system to be constructed and maintained with association fees. There is no mention of this feature in the settlement.

OIL WELL - There is no mention of the Township receiving any compensation for oil drilling on the property. Per the Detroit News, the City of Livonia will receive millions of dollars from the oil well located behind the Target store on Haggerty Road.

LIQUOR LICENSES - Per the settlement, the Township cannot limit the issuance and approval of liquor licenses within the property.

BUILDING SETBACKS - The settlement basically requires the development to adhere to the Township Zoning Ordinance setbacks only around the perimeter of the project, not the interior.

OPEN SPACE - The original proposal included 28.7 acres of nature preserve, 6.0 acres wetland, 12.0 acres woodlot #1, 13 acres of woodlot #2, 42.4 acres of developed community open space, 19.3 acres for school, and 6.5 miles of trails. 121.4 total acres. In the settlement the Township will receive 100 acres of undeveloped land, excluding oil wells, through an IRS Noncash Charitable Contribution. The IRS donation amount is not recording in the settlement agreement. It would be interesting to compare this gift amount to the proposed reduced assessed taxable land value amount discussed above.

WOODLANDS PROTECTION - This one is huge! In the original REIS proposal on page 15, they agree to adhere to the Township Woodland Ordinance. The developer had left a blank in order to fill in the amount of money to be contributed to the "Tree Fund" to replace trees to be removed. The developer's original proposal states that some of the trees are projected to be more than 400 years old and "The social value of these two amenities (the woodlots) are priceless". However, in the settlement, item 55, it states, " The Township's woodland ordinance, or any like it, shall not apply to the Project".

Why the sudden turn around? All the trees on the site have been surveyed, metal tagged, numbered and identified. So why stop the process to protect these trees now?

BERMING ALONG 7 MILE and HAGGERTY ROADS - Per the settlement, REIS may modify the Township landscaping and berming standards to allow for adequate views of the Commercial Area.

SIGNING THE SETTLEMENT- While all of the Township Trustees and the Planning Commission are listed as defendants on the settlement only two individuals signed it. Were the trustees given enough time to read and evaluate the settlement?

So after the "fly over" did we win or lose? While the troops were fighting the annexation attempt, was the outcome of the battle already negotiated?

Steve Lomske,

Northville Township