

Email council received concerning St. Andrew's site Aug 10-24, 2010

August 10, 2010

Re: Proposed UH Development Plan/Public Comment

Dear Mayor From and Council Members:

I am writing in support of the mixed residential and commercial use plan option under current consideration for the following reasons:

(a) Down Sizing Options I've seen neighbors sell their single-family homes and down-size to smaller condos out in Coralville. It makes sense for a town to have a section of its jurisdiction set-up to accommodate folks who down-size or don't want a huge "stamp" to take care for. The brick condos on Sunset Ave. are not a fair counterpoint to toss out. They lack realty pizzazz and are poorly organized, which translates to lower ROI.

(b) Mixed Use I support having a commercial strip with a public gathering place for UH town hall meetings, etc. I hate going to the IC Library for an interesting lecture. Having said this, the UH Council Members should take extraordinary caution (read: retain a very good lawyer) to negotiate "family-friendly" covenants over the types of commerce to settle into the commercial section of the Maxwell plan. As we all know, if Maxwell projects a \$60 sq. ft. charge, but the market doesn't support that price, then, prices get adjusted to accommodate the market's ability.

(c) Revenue Refunds I like fiscal security. If this proposed development produces more revenue than what the town's accounting books call for, then give us a refund for years in which there is an excess.

(d) Modernize Services Improve the UH services. For example, in the City of Fairfax (CoF), VA (a small place like UH), the City supported tree planting efforts by procuring a variety of trees, which in turn it sold at discount to its residents to encourage greening the city. To date, CoF is a lush, sought after place to live in and folks pay top \$\$\$ to get in. Why stop there? UH can set up discounted rain barrels for residents to purchase help promote local conservation and run-off issues. Why not explore a limited lease to the Horn elementary West side grass property (on Emerald St) to bring to UH a small doggie park (open only on weekends or well after school hours), eh...? Lots of amenities to consider.

(e) Bad Boy UOI It's an open secret in UH/IC that the UOI is a terrible neighbor to have and doesn't pay property taxes. I don't believe the UOI would have this much discussion with UH if the opportunity to purchase and develop was presented to them. I prefer having a tax paying entity, subject to local jurisdiction rules develop this property.

I strongly urge the Council to adopt the first, mixed-use plan for development.

Sincerely,

Silvia Quezada
416 Ridgeview Ave

Dear council members--

I am forwarding my response to a reply to my original e-mails from Mike Haverkamp to explain my position on the approved alternative development. Please review the attached document.

Larry

-----Original Message-----

From: Wilson, Larry T
Sent: Tuesday, August 10, 2010 9:40 AM
To: 'mayhem@inav.net'; uhplace@rocketmail.com
Subject: RE: FW: Maxwell Development Proposal for the St Andrew Church Site
Questions & Concerns
Importance: High

Good morning Mike--

Thanks for responding to my e-mail messages and I do appreciate that you have read and considered them. I have been asked by several folks why I think the approved alternative development would fit in acceptably, especially since we live directly across the street. I have attached a comparison of the alternative development to the Grandview Court development to help explain my position. I think a much less dense development with lower profile buildings, particularly relative to the high-rise building, would fit in much better, but believe the alternative proposal would be an acceptable compromise.

Larry

ST ANDREW CHURCH DEVELOPMENT MASS AND SCALE

August 9, 2010

In determining what type of development would reasonably fit into the adjacent single-family residential areas surrounding the St Andrew site rather than how much development could be fit on the site, the approved Grandview Ct. development was reviewed as a model since it originally conformed to the UH R-3 multi-family zoning and was later increased in density as a PUD development.

Grandview Court

- The horizontal development concept that was eventually built has a greater density than allowed in the R-3 zone, but the total mass of the buildings is broken up/distributed into several buildings spread out over the site which reduces the impact of the density and distributes the building mass to reduce the visual impact.
- From the perimeter streets not all buildings are seen from any one of the surrounding streets.
- The parking is also distributed throughout, reducing the impact of the parking more than would have been achieved if the parking areas were congregated into one large lot.
- The height of buildings permitted in the PUD for the new buildings is 39.1 feet, only 4.1 feet greater than permitted in the R-3 zone and those buildings are behind the lower front buildings that existed prior to the PUD development.
- The Existing buildings are set back considerably from the street-the setbacks are considerable in proportion to the building heights.
- About 2 acres of open space would be provided.
- All of these factors result in a development that fits reasonably well into the surrounding single-family residential development.

St Andrew Alternative Development approved by the Zoning Commission

- The St Andrew alternative development would reduce the height of the high-rise building from the Maxwell 76 feet to 55 feet, which is the same height that would have been permitted in the Grandview Court PUD had the vertical concept been developed (both the vertical and horizontal concepts were approved, but only the horizontal concept was developed).
- The Grandview Court approved heights of 55 (vertical concept) feet and 39 feet Horizontal concept) would set an approval precedent for those height limits.
 - The low-rise front building would be within the 39.1 foot height allowed for the Grandview

Court

horizontal option in both Maxwell and alternative proposals.

- If the area of the ravine, which is an environmentally protected slope (UH ordinance 128) and should not be developed, is eliminated from the density calculations the density of the alternative development is still greater than allowed in the R-3 multi-family zone, but similar to the Grandview Court development.
- The commercial development is eliminated for the purpose of reducing the large amount of parking required for commercial development and the resulting traffic, noise and other disturbances from commercial activities, thereby significantly reducing the impact of the entire development on the UH community. (Mr. Maxwell stated at the last zoning meeting, that rental/lease rates would be \$30/sqft and would be too high a rate for coffee shops and other similar small businesses which would primarily serve the UH neighborhood, so little, if any, neighborhood service would be lost).

- As stated by JCCOG, the alternative development would reduce the traffic generated from over 1500 vehicles per day to 450 vehicles per day and would allow reduction of about 142 parking spaces
- About 0.5 acres of open space could be provided in place of the eliminated parking, which would also help soften the view of the high-rise building, and would increase the overall open space to about 2 acres in the developed area, similar to Grandview Court. Leaving the ravine intact would add another 0.75 acres to the open space.

All of these factors would reduce the level of impact by the alternative plan on the surrounding single-family residences to an acceptable level.

We have not been completely engaged in this whole debate and we do not know many of our neighbors, but I would ditto the comments that Rosanne has stated below. There is a group of us that are certainly more interested in changes (if they are warranted) to the Bauer plan.

There is plenty of traffic on Melrose Avenue as it is (we live at 1239 Melrose) and we do not wish to have any more traffic as it stands today. Commercial property would only add to the traffic flow.

We would also add that there are multiple condos already on the market off of Sunset that have NOT sold and I believe there are more in the development. Why do we need more - especially now when the economy for real estate is quite soft and we may not see an upward surge for some time.

Lets support our new restaurant that is being remodeled and keep our neighborhood quiet and peaceful.

Thank you for allowing me to voice my opinion.

Myra Davis

Myra_Jo@hotmail.com

319-936-1173

Stan

To be completely honest I view the Bauer plan as the lesser of two evils. Trying to be mature and seeing all sides of the issue - I felt the compromise was worth supporting. Do I ultimately wish the church will vote to stay put? ABSOLUTELY!!

The church has been a wonderful neighbor - I've enjoyed the youth group kids coming to our house on their scavenger hunts, I've enjoyed supporting all of their endeavors through the years. My second choice would be a 'Birkdale Part II' or something smaller and contained like that.

I feel even though the Bauer plan remains dense, there will be less traffic on Melrose without a commercial aspect to the building. Keeping the ravine intact is a huge selling point for me as well. Keeping the building as far back from Melrose is important to me and keeping sunset as is - is also important.

So, while The Bauer plan isn't something I would have considered last year - in light of compromise it is the best solution we have IF we have to have some development in that space. I hope this has answered your questions - feel free to write back if you have anything further.

Thanks

Rosanne

Myra Davis

Myra_Jo@hotmail.com

319-936-1173

Dear Louise and council members,

I have been gone most of the summer and just returned to discover the Maxwell proposal has again set the stage for more controversy. I was never for these controversial changes and I'm still not. Many other residents and I have only two exits from our neighborhood and I believe the residential development plan would generate too much congestion. I don't believe commercial development would be viable as there have been too many store/restaurant failures on the corner of Melrose and Golfview. Also, we have access to all sorts of businesses a short distance to the east or west. To take on a project of this size based on the fear of a property tax increase is unsound. I hope every one of you will seriously consider the views of all University Heights residents.

Thanks to everyone for your service to our community,

Gretchen Blair

51 Prospect Place

I am opposed to the large development proposed for the St. Andrews site. The proposal is too large, will be unlikely to be financially viable and will create a tax burden, etc.

Thank you, Laura Cullen

334 Highland Dr.

Hi everybody! I'm Dave Collins, and I live over on highland Drive. I'd just like to drop a note with y'all about how much I like the Maxwell proposal. Love the design, love the commercial aspect...the elevations to indicate a fairly minimal impact on the neighborhood - even if the intersection needs to be redone, only a very small bite would be taken out of that ravine, there. I've been encouraged to address a few of the misleading or outright false statements that appear in the interestingly-titled broadside "Facts about University Heights Development," but frankly, I don't see much point; I suspect I have little power to change minds at this stage of the proceedings. At the bottom of it, though, I'm commanded to ask you all to support responsible and reasonable development and protect the quality of life for all residents of our unique town; I hope you'll approve the Maxwell proposal and do exactly that.

Profoundest imaginable thanks

Dave Collins

103 Highland Dr.

AUGUST 11, 2010

Dear Mayor and Councilors-

I am submitting a copy of my statements made at last night's council meeting for the

official records

Thanks.

Larry

UNIVERSITY HEIGHTS CITY COUNCIL MEETING 08-10-10

ST. ANDREW CHURCH DEVELOPMENT

LARRY WILSON COMMENTS

I am not anti-development. I support reasonable development, and even though we live across Melrose from the property, my wife and I believe the alternative development plan approved by the Zoning Commission is an acceptable alternative.

The alternative development plan represents an attempt by the University Heights community to collaborate with the Maxwell team by proposing a development that we believe would fit acceptably into the character of the surrounding University Heights neighborhood.

At least half of the University Heights community opposes the Maxwell plan, but during public meetings, including the zoning meetings, there has been strong support voiced for the alternative development plan as an acceptable compromise.

The alternative development compromise would be a bridging element to reunite the evenly divided University Heights community. It would provide a considerably greater density than would be allowed by the existing zoning and it would still significantly enhance the tax revenue.

Pat Bauer, in his writings and presentations, has clearly demonstrated that the University Heights financial situation is not in dire straits and that University Heights could successfully manage finances into the future without any dense development by utilizing prudent financial management.

The Maxwell team has not been willing to compromise at all. At the many public meetings that have been held, the Maxwell team simply presented their plan and did not respond to public input in any substantial way whatsoever. In my mind, that is not collaboration. If the Maxwell team is not willing to compromise, it would behoove the council to wait for a development proposal that will fit into the community character and which will also substantially increase tax revenue.

It is uncertain when, and even if, the St Andrew church will move, but if and when it does, you can be assured there will be more than one developer waiting to submit a proposal for the property. And you can also be assured that paying a reasonable, rather than an inflated price for the land will still make it financially attractive.

While all the other *Principles of Smart Growth* would be met by the alternative plan, commercial uses are eliminated from the alternative plan for the purpose of reducing the large amount of parking required for commercial development.

About 142 parking spaces could be eliminated resulting in reducing traffic generated by the development by 900 vehicles per day as stated by JCCOG. The noise and other disturbances from commercial activities would also be eliminated. The eliminated parking could be replaced with about a half acre of green space.

Mr. Maxwell stated at the last zoning meeting that rental or lease rates would be \$30 per square foot and he admitted that the rate would be too high for coffee shops and other similar small businesses which could primarily serve the University Heights neighborhood.

The alternative plan also recommends bridging the environmentally sensitive east ravine rather than filling it in with 30 feet of fill material and eliminating the trees as shown on the Maxwell site development plan.

Lastly, in the Maxwell team PowerPoint presentation, all the but 3 of the trees along Melrose in front of the development, and all of those on north Sunset shown in the slides as screening the development will be removed, according to the site development plan. Any planted trees would take years to mature into a screen to buffer the development.

I urge the council to vote to approve the alternative development plan as approved on July 22nd by the Zoning Commission.

Thank you.

AUGUST 18, 2010

Dear Mayor From and Council Members:

I am writing again, this time to support two of the amendments made by Stan Laverman in the Council Meeting of August 10, one regarding the overall height of the "One University Place" project (reduced from 76 to 70 feet), and the other regarding a reduction in the number of surface parking spaces (to around 22, if I remember correctly).

I am particularly enthusiastic about the parking-space amendment. It addresses a concern that I mentioned briefly in my remarks at the July 15 Zoning Commission meeting, concerning the nature of the commercial development. What I had originally imagined was walk-in business, as expressed by a part of a letter that Ms. Stephanie Reyes of the Bay Area Greenbelt Alliance wrote to me on April 4, 2009 (and permitted me to quote):

"If the retail component provides real neighborhood-serving retail, it can allow new and existing residents to walk rather than drive to get groceries, pick up dry cleaning, etc. Higher density development provides more customers to support such retail amenities in a smaller space."

Unfortunately, the small size of the proposed commercial spaces plus the examples that Mr. Monson gave in the July 15 meeting (I remember "lawyer's office") have led me to the gnawing suspicion that what the developers want is not at all similar to what the Greenbelt Alliance advocates and I support. The developers seem to be aiming toward specialized boutique businesses that cater to well-heeled consumers who will drive in from all over the metropolitan area, and beyond.

As a supporter of the project as a whole based on preservation of open space and conservation of energy, I was bewildered about how to effectively persuade the developer to direct the commercial development toward pedestrian-oriented local services. Mr Laverman's amendment is, to my mind, a brilliant solution. Mr Monson complained that forced underground parking would make the development far less attractive to the drive-in customer. To my mind, that's a good thing, because it would provide the developer with an incentive to plan commercial development mostly for the walk-in customer (including those who parked their bikes in the bike rack on the plaza).

I fully expect that Jeff Maxwell will claim that the Laverman amendments would make the project financially unfeasible. I believe that such a claim would probably be valid for the Pat Bauer proposal, which reduced the size of the project considerably more and threw the commercial baby out with the automotive bath water; however, it is most likely not valid for the Laverman amendments, whose only radical aspect is the curtailment of surface parking. My suspicion is that if the developers say that it's impossible, they might be bluffing. But if they are not bluffing, if the project simply can't be done

right and also be financially feasible, then perhaps it had better not be done at all - and the Church could then stay put until the University of Iowa could see its way to coughing up the very high price that St. Andrew would demand.

But what I'm hoping is that the Council unites behind the Laverman amendments (or at least the height and parking ones) and persuades Jeff Maxwell to accept them. Then we would have a project that the Greenbelt Alliance could bless and that 2/3rd of the UH Community could accept, and maybe eventually come to love.

-Joe Frankel

P.S. I should confess that I originally intended to write the above directly to Mr. Maxwell and Mr. Monson, but eventually thought better of it. It is the Council's business, not mine, to negotiate with the developers. My task is only to express my views to our elected representatives.

Joseph Frankel

323 Koser Ave,

Iowa City, IA 52246

AUGUST 23, 2010

Dear Mayor From and Members of the Council,

I write to express great concern regarding the stance Jeff Maxwell articulated through his architect Kevin Monson at the August 10 Council meeting. As you know, the Zoning Commission recommended that a revisionary clause be included in either development proposal being considered for approval which, at chairperson Pat Bauer's suggestion, Steve Ballard reviewed and subsequently reframed into wording he thought would be legally enforceable. Steve prepared a, "Part III. Contingencies and Conditions-Effective Date," clause which specifies four conditions, each with a date for compliance as follows:

1. The satisfaction or removal of any contingencies to the Applicant's obligation to purchase the parcel by no later than October 15, 2010.
2. The satisfaction or removal of any contingencies to the Applicant's right to purchase the parcel by no later than March 15, 2013.
3. The Applicant's acquisition of title to the parcel by no later than March 15, 2015.
4. The Applicant's submission of a Residential Redevelopment PUD Plan Application by no later than March 15, 2016.

The obvious purpose of the clause is to establish and verify Maxwell's intent to develop the property himself as approved by Council and within a reasonable time frame as indicated in the clause contingencies and conditions above. Those contingencies and conditions are based upon Maxwell's publicly stated timeline agreement with the church. The clause has an important function of keeping Maxwell from sitting on the rezoned property for who knows how long, which would work against the desire of the Council to have an increased tax base in the near term.

In addition, if the time of development should extend well into the future, the UH Council would be denied the option of working with another developer who could be ready and able to move forward in a timely fashion if the church does move to a new location. The timelines on the development set by the clause would prevent Maxwell from stalling on the development until he could "flip" the property to another developer for a huge profit. This is of particular concern with Maxwell because he appears to have no professional track record of building such a sizeable mixed-use development. Has he ever submitted his resume or a list of similar projects he, not his architect, has developed? Maxwell has also misrepresented his stated intentions to be collaborative with UH residents at several public meetings, so there is a trust issue about believing his intent to develop the project himself and within his stated time frame.

The developer was asked at the August 10 meeting if he would agree to the Part III clause and his architect Kevin Monson indicated that the developer would not agree to it. The reason given was that Maxwell would not be able to attract investors if the rezoning of the property is not in effect. This reason is bogus. What responsible investor, or group of investors, would fund the millions of dollars necessary for this development unless it were contingent upon the church moving and the land being owned by Maxwell? Therefore, if the land is purchased within the schedule set by the church and as Maxwell stated he is committed to meeting, it would be rezoned according to the same schedule. Any investor would certainly see the rezoning as an important requirement for investing in the project, but certainly not more important than owning the land. Maxwell cannot develop anything without owning the land and investors would know this.

If the Council should approve the rezoning that Maxwell requested, and if all goes according to the development schedule as set by the church to which Maxwell has agreed, then the project goes forward as approved in the time frame expected by the Council and as stated in the clause. However, if that does not occur, the approval of the clause would open up two options for the council. If by the March 2016 date set for the PUD agreement to be signed the development is not moving forward for legitimate reasons, Maxwell should be required to identify and

verify any events or conditions that he did not foresee, and ask the Council for an extension, in which case the Council could set a new and reasonable deadline. This was often done when I was head of the Louisville and Jefferson County Planning Commission zoning department (Kentucky). If Maxwell has no acceptable reason for not completing the PUD agreement and is not prepared to go forward in March 2016, the Council has the second option of considering a proposal from another developer who is willing, ready, and able to develop within an acceptable time frame. You can be assured there will be more than one developer waiting to submit a proposal for the property for all of the desirable location reasons that Maxwell has stated. You can also be assured that paying a reasonable rather than an inflated price for the land would make development of the property very attractive to another developer.

I am greatly concerned that Maxwell's unwillingness to agree to the Part III clause might well be due to a possible unstated intent to turn around and sell (flip) the rezoned property to another developer rather than develop it himself. If this is NOT the case, there is no bonafide reason that he would not agree to the Part III clause. Please vote to include this clause in the PUD agreement for any development proposal that is approved. Even though Maxwell will argue otherwise, approval of this clause will provide a lot of protection for the Council and the UH community while NOT inhibiting development in any way if Maxwell is sincere about his proposal. It would be a sad picture if Maxwell flipped the property leaving the Council holding the bag.

Respectfully,

Larry
