

**Special Called Meeting
Presbytery of East Iowa
7 p.m. | Monday August 15, 2022
Zoom**

SPECIAL MEETING DOCKET

CALL TO ORDER AND OPENING PRAYER

ITEM 1: The Presbytery Coordinating Commission has called a special meeting of the Presbytery of East Iowa recommending approval of St. Andrew Presbyterian Church's request to sell roughly 5 acres of church property.

Motion: To approve the request by St. Andrew Presbyterian Church in Iowa City to sell roughly 5 acres of church property to Western Home Communities for \$825,000. (*See the rest of this document for more information about the sale.*)

ADJOURNMENT AND CLOSING PRAYER



Rooted in Faith, Growing to Serve

St. Andrew Presbyterian Church
140 Gathering Place Lane | Iowa City, IA 52246
www.saintandrew-ic.org

July 20, 2022

To: Tom Garland, chair of Presbytery of East Iowa Board of Trustees
Kitch Shatzer, moderator of the Presbytery of East Iowa
Elissa Bailey, stated clerk of the Presbytery of East Iowa

Re: Motion from St. Andrew seeking concurrence for sale of church property

Dear Tom, Kitch, and Elissa,

As I mentioned last week, St. Andrew held a Congregational Meeting on Sunday to approve the sale of roughly 5 acres of church property. The astounding news is that the vote was unanimous – with more than 130 people attending in person and nearly 40 devices logged-in online.

We will need Presbytery approval for the sale sometime in the next 30 days. Below is the motion we are proposing. We also are including a number of supporting documents. Please let Pastor Rob Martin (rmartin@saintandrew-ic.org, 650-283-0167) know of any additional information that will be required.

Thanks for your support and for your timely reply.

Jeff

Jeff Charis-Carlson
Email: jcharisc@gmail.com | Cell: 319-330-3321

MOTION: At a duly called Congregational Meeting on July 17, the Congregation of St. Andrew Presbyterian Church in Iowa City voted unanimously to sell two parcels of church property – a 4.38-acre parcel known as Outlot A and roughly 0.45 acres of additional land (see description) – to Western Home Communities for \$825,000, according to the terms outlined in the final purchase agreement (enclosed). The land will be part of a larger, continuum-of-care, senior community under development by Western Home, with the community's memory care component to be located on Outlot A. The additional land will be used as a city-required turnaround circle for emergency vehicles. St. Andrew now asks the Board of Trustees and the Presbytery of East Iowa to concur with the congregation's action, allowing the sale to move forward.

Enclosed:

- Legal of Description of Property
- Final Purchase Agreement
- Informational Mailing to Congregation
- Follow up Q & A with Congregation
- Presentation by Western Homes Communities



St. Andrew | Presbyterian Church

140 Gathering Place Ln. | Iowa City, IA 52246 | www.saintandrew-ic.org | 319/338.7523

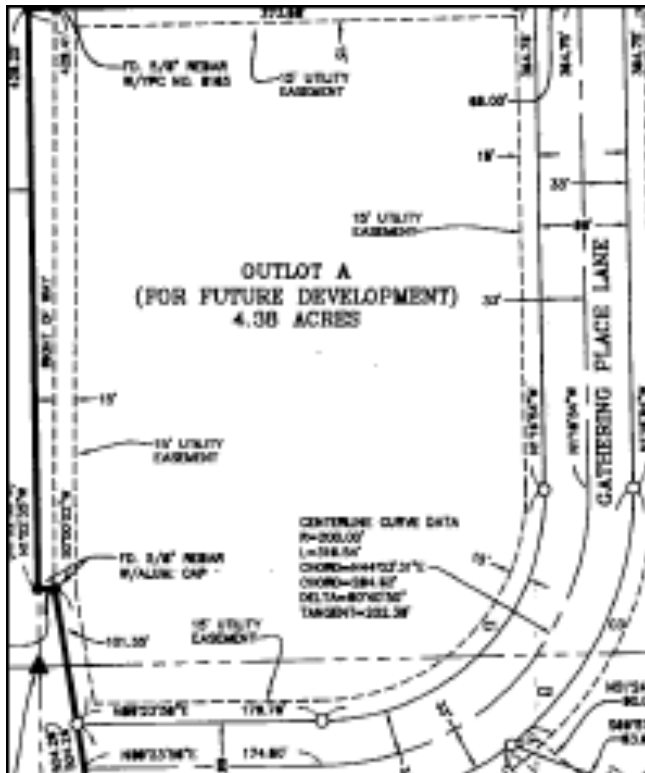
To be the body of Christ, living Christ's love, and serving as Christ served.

July 19, 2022

To: Presbytery of East Iowa
From: John Benson, Finance Administrator

Legal Description for Land being purchased:

Outlot A, containing 4.38 Acres, more or less, as legally described on the FINAL PLAT recorded April 25, 2016 at Book 60, Page 138 (enlarged image of Outlot A below and copy of plat attached) of the records of the Johnson County Recorder, and also a tract of land, subject to survey and to be approximately 0.45 Acres, more or less, as more particularly described in the agreement for purchase between St. Andrew Presbyterian Church, Iowa City, and Western Home Communities.



OFFER TO BUY PROPERTY AND ACCEPTANCE

TO: St Andrew Presbyterian Church, (the "Seller").

The undersigned Western Home Independent Living Services, Inc., or its affiliates or assignees (the "Buyer"), hereby offers to buy, and the undersigned Seller by its acceptance of the terms herein, agrees to sell to Buyer real property located adjacent to and west of Seller's existing church location, the same legally described as:

Legal description will be determined by abstracting. This property is commonly known as "Part One Outlot A" to St Andrew Presbyterian Church. Parcel No. 1007328001.

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions:

1. PURCHASE PRICE. The Purchase Price shall be Seven Hundred and Seventy Five Thousand Dollars (\$775,000.00). Buyer shall pay Twenty-Five Thousand Dollars (\$25,000.00) of the Purchase Price (the "Initial Payment") to the trust account of Seller's legal counsel upon execution of this Agreement, with the balance of the Purchase Price to be paid at the Closing.

A. Contingencies: The Closing shall be contingent upon and subject to certain mutually agreeable representations and warranties, specifically including, without limitation:

- i) Municipal review and approval of applications, agreements, and permits, including without limitation: a comprehensive plan, a site plan, a planned area development agreement, an agreement for private redevelopment, rezoning and/or conditional zoning agreements.
- ii) A supporting appraisal, financing arrangements, and determination that the proposed development of the Property is fiscally viable.
- iii) The Property shall be free and clear of any identified environmental hazards or concerns as certified by licensed professionals.
- iv) Acquisition of the Property by Buyer is further subject to: (a) the approval of Buyer's Church Council or Board of Directors, (b) the due diligence of Buyer including the acceptable elimination of contingencies identified herein, and (c) satisfaction of Buyer that the Property will accommodate the proposed development and operation of housing and housing-related services for citizens aged 55 and older including continuum of care options from fully independent living to traditional nursing home care.
- v) The deadline for each enumerated contingency is September 23, 2022.

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2. **PROPERTY TAXES.** Seller shall pay any unpaid Property taxes payable in prior years, up to the date of Closing. Buyer shall pay all subsequent Property taxes. Any proration of Property taxes on the Property shall be based upon such taxes for the year currently payable unless the parties state otherwise

3. **SPECIAL ASSESSMENTS.** Seller shall pay any unpaid special assessments up to date of Closing. All other special assessments are the responsibility of the Buyer.

4. **CLOSING.** The Closing of the sale and purchase provided for herein (the "Closing") shall occur at a mutually agreeable time and location within 30 days following the expiration or waiver of the Contingencies set forth above (the "Closing Date"). All documents executed and delivered by the parties at Closing shall be deemed to have been executed and delivered simultaneously on the Closing Date.

5. **POSSESSION.** If Seller timely performs all obligations, possession of the Property shall be delivered to Buyer on the Closing Date, with any adjustments of taxes, rent, insurance, and interest to be made as of the date of transfer of possession.

6. **RISK OF LOSS AND INSURANCE.** Seller shall bear the risk of loss or damage to the Property prior to Closing or possession, whichever first occurs. Seller agree to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to Closing, this Agreement shall be null and void; provided, however, Buyer shall have the option to complete the Closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the Closing date.

7. **FIXTURES.** Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to, or are a part of the Property, whether attached or detached. The following items shall not be included: _____ .

8. **CONDITION OF PROPERTY.** The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the Seller in its present condition until possession, ordinary wear and tear excepted. Seller makes no warranties, expressed or implied, as to the condition of the property.

A. In addition to the contingencies set forth in paragraph 1.A. above, with 30 days after the acceptance of this Agreement, Buyer may, at its sole expense, have the property inspected by a person or persons of its choice to determine if there are any environmental, or other deficiencies. Within this same period, the Buyer may provide written notification to the Seller of any deficiency. The Seller shall immediately notify the Buyer in writing of what steps, if any, the Seller will take to correct any deficiencies before Closing. The Buyer shall then immediately in writing notify the Seller that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to Buyer.

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9. **ABSTRACT AND TITLE.** Seller, at its expense, shall promptly obtain an Abstract of Title to the Property continued through the date of acceptance of this offer, and deliver it to Buyer for examination. It shall show merchantable title in Seller in conformity with this agreement, Iowa law and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyer when the purchase price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of a Seller or its assignees.

10. **SURVEY.** If a survey is required under Iowa Code Chapter 354, or city or county ordinances, Seller shall pay the costs thereof. Buyer may, at Buyer's expense prior to Closing, have the property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

11. **TITLE CONVEYANCE.** Upon payment of the Purchase Price, Seller shall convey the Property to Buyer by Warranty Deed or other appropriate instrument, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by Buyer.

12. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

13. **ENVIRONMENTAL MATTERS.**

A. Seller warrant to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Seller has done nothing to contaminate the Property with hazardous wastes or substances. Seller warrants that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Seller shall also provide Buyer with a properly executed Groundwater Hazard Statement showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here:

B. Buyer may at its expense, within 30 days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, Buyer's obligation hereunder shall be contingent upon the removal

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of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to Buyer. However, in the event Seller is required to expend any sum in excess of \$50,000.00 to remove any hazardous materials, substances, conditions or wastes, Seller shall have the option to cancel this transaction and refund to Buyer all earnest money paid and declare this Agreement null and void. The expense of any inspection shall be paid by Buyer. The expense of any action necessary to remove or otherwise make safe any hazardous right to cancel this transaction as provided above.

14. APPROVAL OF COURT. If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless Court approval is not required under Iowa law and title standards of the Iowa State Bar Association. If the sale of the Property is subject to Court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved, either party may declare this Agreement null and void, and all payments made hereunder shall be made to Buyer.

15. REMEDIES OF THE PARTIES.

- A. If Buyer fails to timely perform this Agreement, Seller may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of Buyer's default (during which thirty days the default is not corrected), Seller may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.
- B. If Seller fails to timely perform this Agreement, Buyer has the right to have all payments made returned to it, subject only to the language of paragraph 4.A. above.
- C. Buyer and Seller are also entitled to utilize all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

16. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

17. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

18. CERTIFICATION. Buyer and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group,

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entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

19. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the Closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context. This Agreement may be executed may rely upon an electronic copy or photocopy of the signature page, which shall have the same force and effect as an original signature page. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Seller and Buyer.

20. ADDITIONAL PROVISIONS.

- A. In conjunction with the proposed development of the Property and other development that Buyer intends to undertake on an adjoining parcel known as the Gathering Place Development parcel, Seller agrees to allow Buyer to designate a certain portions of its land for use as a temporary fire truck turnaround.
- B. Buyer intends to affiliate with third-party Salida Partners, LLC ("Salida") in the purchase and development of the Property. Salida will serve as the agent and project manager for the development of the Property, with responsibility for the initiation, coordination, administration, and implementation of site plan, zoning, permit acquisition and municipal review of all development-related activities and obligations, subject to consultation with and approval of Buyer. Seller covenants that it will recognize Salida as an agent of Buyer and covenants to work with Salida as if working directly with Buyer.

21. ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to Buyer on or before **June 16, 2022, at 5:00 pm (CDT)**, this Agreement shall be null and void and all payments made shall be returned immediately to Buyer. If later accepted by Seller, and acceptance is satisfied in writing, then this contract shall be valid and binding.

*[the balance of this page is intentionally omitted]
[signature page follows]*

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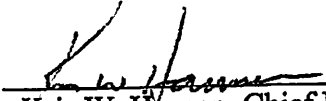
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THIS OFFER IS MADE:

Dated: June 10, 2022.

BUYER:

WESTERN HOME INDEPENDENT LIVING SERVICES, INC.

By: 
Kris W. Hansen, Chief Executive Officer

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TWB Subject to attached Counter Offer
THIS OFFER IS ACCEPTED: date 07-4-22

Dated: June 7, 2022.
7/6/2022 | 6:52 PM CDT

SELLER:

ST ANDREW PRESBYTERIAN CHURCH

DocuSigned by:
By: 
74E8D07E824847B...
Timothy W. Benson

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

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Counteroffer

This Counteroffer is to that certain Offer: **Buyer Property and Acceptance** ("Offer") offered by Western Home Independent Living Services, Inc. ("Buyer") to St. Andrew Church ("Seller") dated June 10, 2022 for the purchase of approximately 4.38 acres located on Gathering Place Lane, Iowa City and identified by Johnson County APN #1007328001.

The Seller hereby accepts the Offer offered by the Buyer subject to the following changes and additions to the terms and conditions contained in that Offer.

1. The Legal description of the land to be conveyed by this transaction will be the 4.38 acres now owned by the Seller plus an additional parcel of approximately 140 feet x 140 feet, also now owned by the Seller at the southeast end of the proposed extension to the Gathering Place Lane called "temporary turn around" on the attached plat proposed for this development. The Buyer shall have this parcel surveyed at the Buyer expense and the parties will include this description in the Warranty Deed conveying the property described by this transaction. That will bring the total acreage being conveyed from 4.38 to a total of approximately 4.83 acres.
2. The price for this sale will be \$825,000.00.
3. The Buyer will grant the Seller an easement on the southwest corner of the Outlot "A" parcel for the purpose of placing a direction sign identifying the direction to the St. Andrew Church property. The Seller will have this easement identified and prepare the easement for Buyer execution at closing. This easement will not interfere with the proposed buildings contemplated by the Buyer on the parcel being purchased.
4. The Contingencies stated in 1.A.iv (a) shall be changed to read: Acquisition of the Property by Buyer is further subject to: (a) the approval of the Seller's Church Council, or "Session", the church members and the Eastern Iowa Presbytery acting as trustees for the Seller.
5. Item 7, There are no fixtures to be included, nor excluded. This is a sale of land only.
6. Item 17. The Seller has employed the service of Lepic-Kroeger, Realtors, Jeff Edberg, as Realtor for this transaction and shall be solely responsible for compensation to this Agent. The Buyer will have no obligation to pay any Realtor nor brokerage fees as the result of this transaction that the Buyer has not contracted for.
7. Time for acceptance of this Counteroffer shall be on or before July 08, 2022.

This Counteroffer is made as of July 6, 2022 by the Seller to the Buyer.

SELLER:

St. Andrew Presbyterian Church

DocuSigned by:
By Timothy W. Benson
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K A

Timothy W. Benson

Name: _____

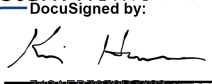
Title: _____

Address: _____

This Offer and the Counteroffer is accepted on 7/12/2022

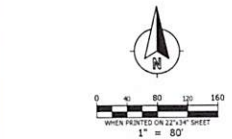
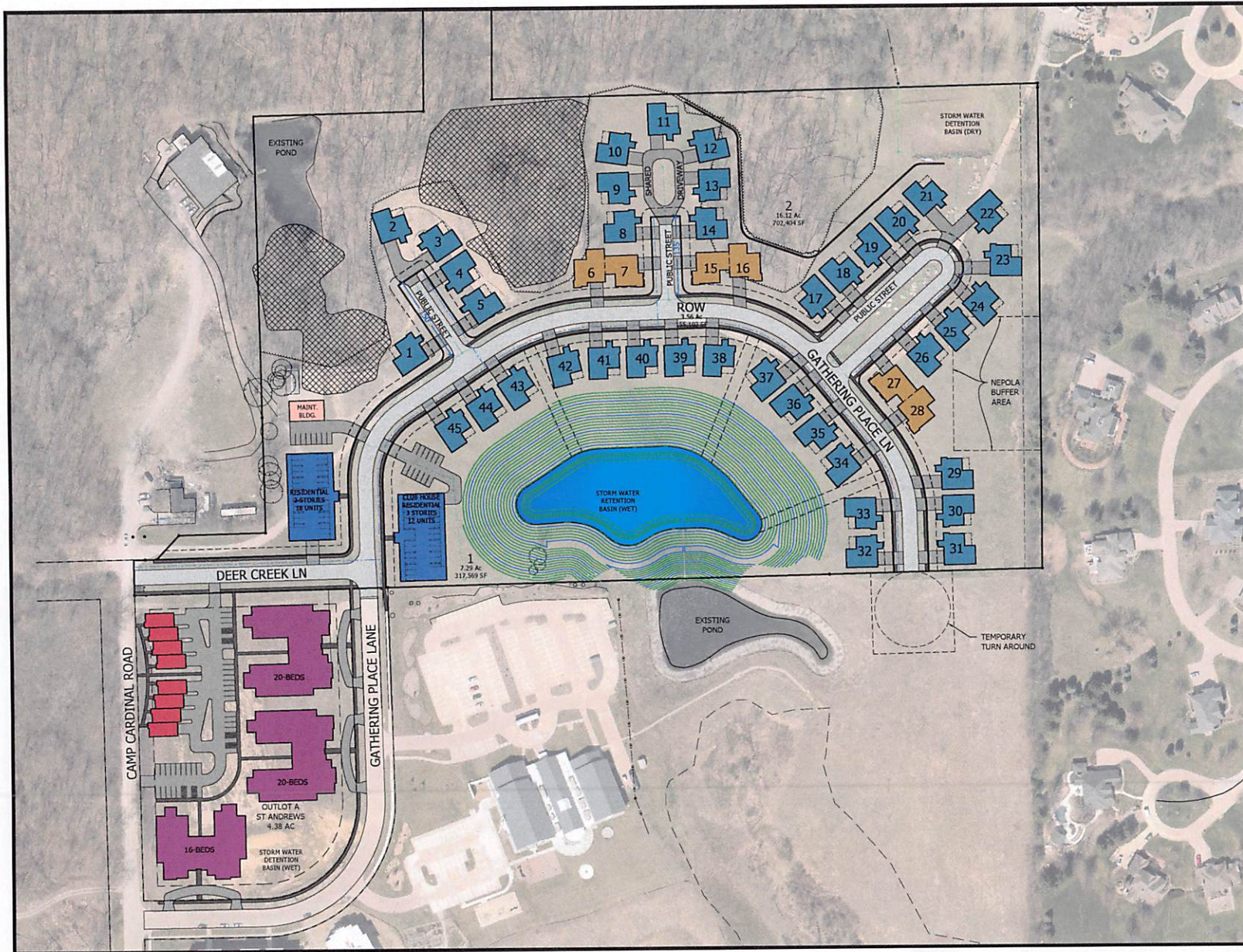
BUYER:

Western Home Independent Living Services, Inc.

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By:  _____
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Kris W. Hansen, Chief Executive Officer

7/12/2022

Address: _____



LEGEND:

UNIT TYPES:	
SINGLE-FAMILY CONDO	
DUPLEX CONDO	
MULTI-UNIT CONDO	
TOWNHOME	
COTTAGES: MEMORY CARE	
PROTECTED SLOPE BUFFER	
PAVEMENT - PUBLIC	
PAVEMENT - PRIVATE	

UNIT COUNT:	
SINGLE-FAMILY CONDO UNITS	39
DUPLEX CONDO UNITS	6
CLUBHOUSE CONDO UNITS	12
ATTACHED CONDO UNITS	18
TOWNHOUSE UNITS	8
TOTAL	83
MEMORY CARE BEDS	56
LOT AREA (ACRES)	
NEPOLA / HECK	26.97
OUTLOT A - ST ANDREWS	4.38
TOTAL	31.35
RIGHT-OF-WAY	3.56
NET ACREAGE	27.79
UNITS / ACRE	5.0
* ASSUMES MEMORY CARE BED = 1 UNIT	

- NOTES:**
1. ALL STREETS ARE PUBLIC AND NO DEAD-END IS LONGER THAN 50'
 2. ALL CURB STOPS FOR WATER SERVICES TO BE LOCATED WITHIN PUBLIC RIGHT-OF-WAY WITH UNIT ID / ADDRESS PERMANENTLY MARKED ON THE CURB STOP
 3. PROPOSE OPD / RS-5 ZONING

welch
— design + development

CLIENT
WESTERN HOME COMMUNITIES

PROJECT NAME
**GATHERING PLACE DEVELOPMENT
NEPOLA / HECK PROPERTY &
OUTLOT A ST ANDREWS PT ONE**

REV	DESCRIPTION	DATE

SHEET NAME
SITE CONCEPT - "F"

PROJECT NO 1025	PROJECT MANAGER WELCH	SHEET NUMBER C-01
REVISION ---	SUBMITTED DATE 06-09-2022	

DS
KH



Connecting Hearts, Renewing Lives

St. Andrew Presbyterian Church
140 Gathering Place Lane | Iowa City, IA 52246
www.saintandrew-ic.org

MEMORANDUM

July 11, 2022

To: Congregation of St. Andrew Presbyterian Church
From: Session and Land Sales Team

RE: Offer for Outlot A

Good news: St. Andrew has received an offer for one of the two pieces of property the church has for sale.

Western Home Independent Services, Inc.—better known as **Western Home Communities**

(www.westernhomecommunities.org)—has offered to purchase **Outlot A**, the land immediately to the west of the church building. The property is listed for \$930,000, and **Western Home's** original offer was for \$775,000. But they have agreed to a counter-offer of **\$825,000**, subject to approvals by (1) Western Homes Board of Directors, (2) St. Andrew's congregation, and (3) the Presbytery of East Iowa. As part of their development plans, **Western Home** will be responsible for covering any costs associated with extending **Camp Cardinal Road**, leaving the church without any further expenses concerning that road.

As you can see in the left-hand lower corner of the attached map, the purchase of our **Outlot A** would be part of an independent living-to-memory care community, like others **Western Home** has done in Cedar Falls and elsewhere. The group's master plan also includes purchasing the larger rectangular property north of our upper parking lot, which is owned by the Nepola family.

To help **Western Home** comply with city regulations, the purchase would also include a small piece to the right of our pond (at the end of the street in front of the turquoise-colored units on the map). That small piece would simply be a turnaround lane. **Outlot A** is **4.38 acres**, the turnaround piece is about **.45 acres**, so the total land being sold would be roughly **4.83 acres**. At a purchase price of **\$825,000**, that works out to **\$170,000 per acre**.

St. Andrew's **Land Sales Team** is excited about the possible synergies of having a community like this in the church's backyard. **Outlot A** is earmarked for the memory care portion of **Western Home's** campus. The units would be one or two stories and would not create the "canyon effect" we were previously concerned about.

We are excited about this chance to pick our neighbor/neighborhood, and enjoy the relationships that could flow from this over the years. Session has approved this purchase, and now we bring the opportunity to our Congregation. The deadline for satisfying all contingencies on this offer would be September 23, 2022, with closing to be held within 30 days thereafter.

Please join us at the Congregational Meeting that has been called for After Worship Sunday July 17, 2022. This meeting will take place after the conclusion of the 9:30 a.m. service and before the **Capital Campaign Pancake Breakfast**. You can also join by Zoom: <https://bit.ly/sapc-meeting-071722>.

MOTION: The Congregation of St. Andrew Presbyterian Church approves the sale of Outlot A and a small turnaround parcel at the far end of the development (about .45 acres) to Western Home Communities at the price of \$825,000.00. (Upon congregational approval, this sale will be forwarded to the Trustees of the Presbytery of Eastern Iowa for their final concurrence.)

Sincerely,

John Benson

John Benson, on behalf of St. Andrew's Land Sales Team (*Session: Tim Benson, Eric Goers, and Becka Simpson; Congregation: Nathan Schuchert; Pastor: Rob Martin; Agent: Jeff Edberg*)

Here is a brief history of the five-year trek to get to this point, including prior expressions of interest and offers:

2017: St. Andrew netted \$685,000 from sale of the land along Gathering Place Lane on which the two apartment buildings now sit.

2018: St. Andrew executed a purchase agreement for \$930,000 with a local builder that was, however, subject to reaching an agreement on who pays the roughly \$300,000 for extending Camp Cardinal Road. No agreement was reached, and the deal did not close.

2019: St. Andrew received an offer of \$950,000 for Outlot A, plus an expanse of land along the Walnut Ridge homes on the other side of the church building. So, in effect, the value attributable to Outlot A in that offer was not sufficient. We did not pursue the offer any further.

2019: St. Andrew received an offer from the Housing Fellowship for \$800,000. This would have been a tax credit financing structure that would have taken up to two years to complete. The offer fell through, however, when the Housing Fellowship was unable to acquire the other funding needed to put the deal together.

2019: St. Andrew received an expression of interest or offer from a local investor for \$600,000 but did not act on that.

2020: St. Andrew received another expression of interest or offer from a local investor for \$600,000 but did not act on that.

2021: St. Andrew received a \$900,000 offer from a group that was going to do a tax credit housing project – that would have been (like Housing Fellowship) a long-term, highly conditional deal. That fell through due to timing issues on the buyers' end.

2022: St. Andrew negotiated the present agreement for \$825,000, which could close within 3-4 months, per its terms and is subject to other contingencies, including (1) municipal review/approval of needed agreements and permits including any site plans, comprehensive plans, development agreements, rezoning agreements, etc.; (2) appraisal showing the development is fiscally viable; and (3) environmental due diligence.

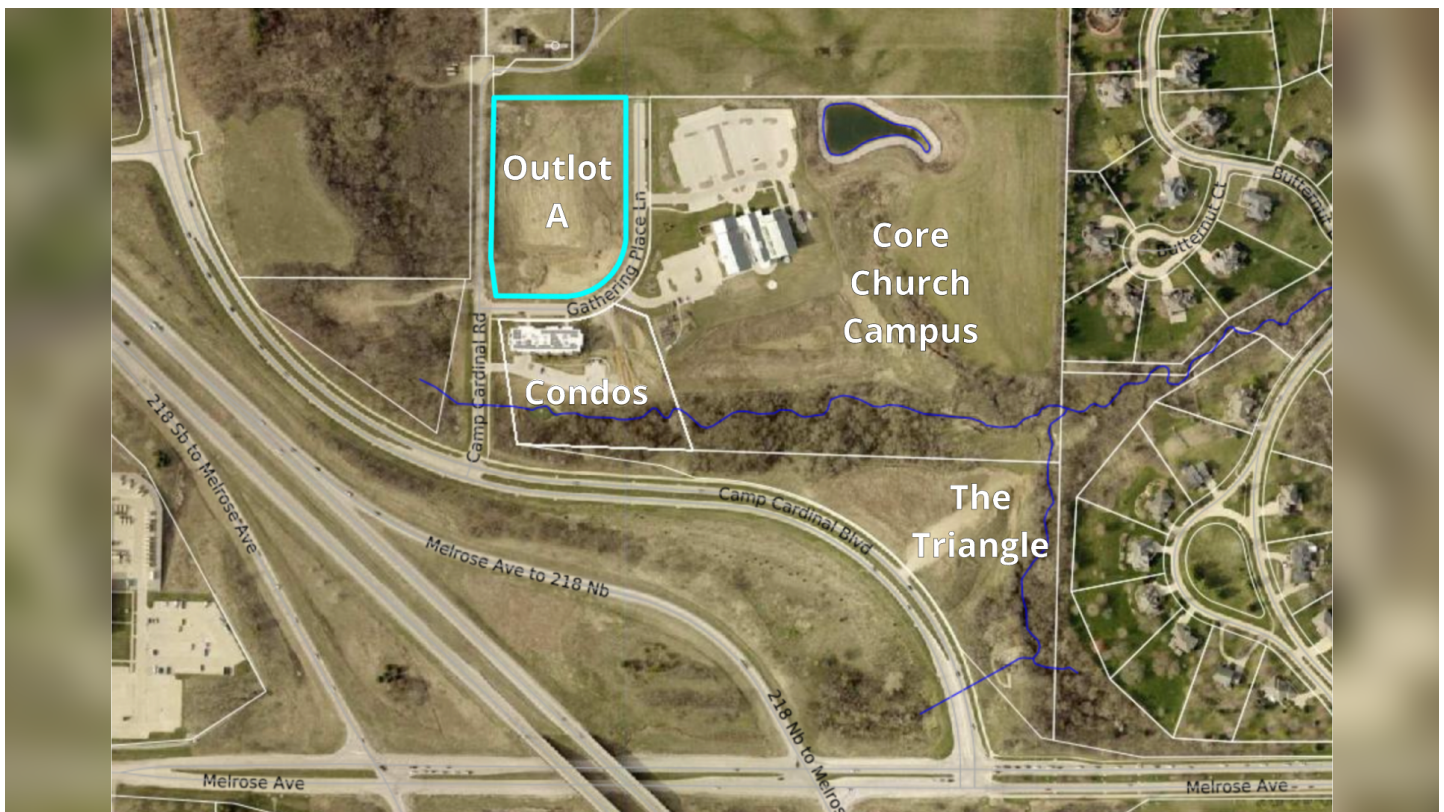


Connecting Hearts, Renewing Lives

St. Andrew Presbyterian Church
140 Gathering Place Lane | Iowa City, IA 52246
www.saintandrew-ic.org

July 14, 2022 — As St. Andrew's **Land Sales Team** recently announced, **Western Home Communities** (www.westernhomecommunities.org) has offered to purchase St. Andrew's **Outlot A** for **\$825,000**, subject to approvals by (1) Western Home's Board of Directors, (2) St. Andrew's congregation, and (3) the Presbytery of East Iowa. As part of their development plans, **Western Home** will be responsible for covering any costs associated with extending **Camp Cardinal Road**. In preparation for the **July 17 Congregational Meeting**, below is a list of questions and answers concerning the purchase. A representative from Western Homes will attend the Congregational Meeting to give a presentation of the organization's plans and answer any questions.

How much land does St. Andrew own?

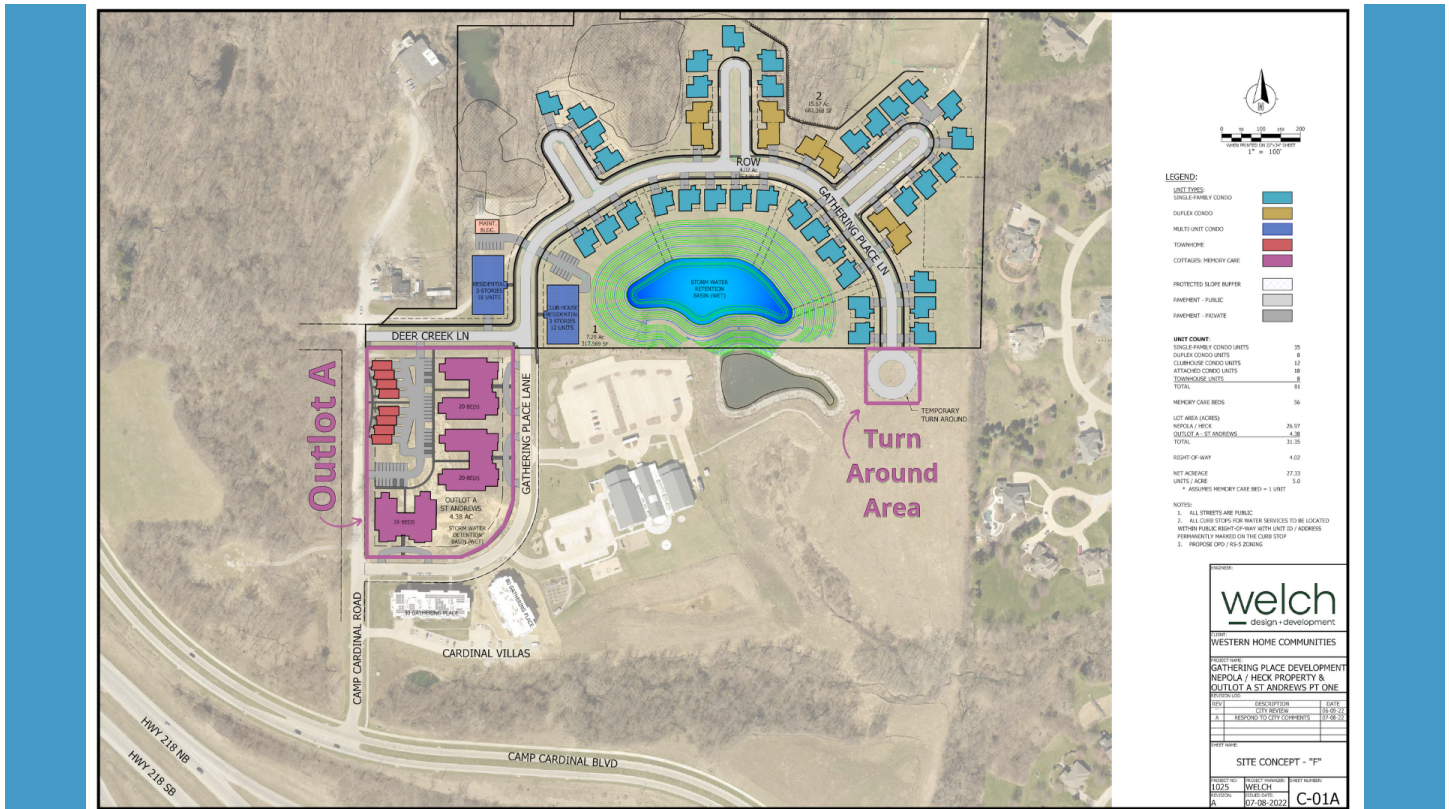


In 2009, **St. Andrew Presbyterian Church** purchased a little more than 40 acres of land along Camp Cardinal Boulevard, with plans to sell three parcels to help fund the construction of a new building:

- **3.5 acres**, sold in 2016 and on which two Cardinal Villas apartment buildings now sit.
- **7.2 acres for The Triangle**, a commercial property currently listed for \$1 million (<https://bit.ly/sapc-triangle>).
- **4.38 acres for Outlot A**, a residential property currently listed for \$930,000 (<https://bit.ly/sapc-outlot-a>).

The sales would leave about **24 acres** of property for a **Core Church Campus** (<https://bit.ly/sapc-core-church-campus>) on which to construct the building, parking lots, gardens, landscaping, recreation facilities, and other outdoor amenities.

How much property is Western Home offering to purchase?



Western Home is offering to purchase all of **Outlot A** (about 4.38 acres) to use as part of a larger independent living-to-memory care community that includes purchase of a large parcel of land north of St. Andrew. They are also asking for a small section of land (**0.45 acres**) on the northwest edge of St. Andrew property to use as a city-required turn around spot for emergency vehicles. Selling this property would leave St. Andrew with **23.76 acres** for the **Core Church Campus**, plus **7.2 acres** for The Triangle.

What is Western Home offering to pay?

Western Home’s initial offer was \$775,000. After some negotiations with St. Andrew’s Session and Land Sales Team, the offer is now **\$825,000** for **Outlot A** and the **Turn Around Area**. Outlot A has been listed for \$930,000, and appraisers have been unable to provide an estimated value for the turnaround spot because the land is not accessible by itself. Western Home’s offer basically divides into \$775,000 for Outlot A and \$50,000 for the turnaround land. \$825,000 for 4.83 acres works out to more than \$170,000 per acre. *(A list of previous offers is included in the timeline below.)*

What is Western Home Communities?

Western Home Communities is a charitable Christian service organization that constructs and operates living-to-memory care communities. You can learn more about the organization at www.westernhomecommunities.org. St. Andrew’s **Land Sales Team** is excited about the possible synergies of having a community like this in the church’s backyard.

How big will the buildings be?

Outlot A is earmarked for the memory care portion of **Western Home's** campus. The units would be one or two stories and would not create the "canyon effect" that many in the congregation have been concerned about in past development proposals.

How does this fit into St. Andrew's long-term land use plans, especially in terms of parking?

Session decided against trying to use Outlot A for paved parking expansion because, as weird as it seems, the fact that the land is on the other side of a city street means city regulations make it very difficult for us to do so. As such, shortly before the pandemic began, Session approved several options ([Options B, C, E, and G in the documents listed below](#)) for parking expansion closer to the building — and none of that land is included in the proposed sale.

The Land Sales Team did ask our engineers for an estimate on what it would cost to develop the southern portion of Outlot A into Grass Overflow, in case St. Andrew never received a viable offer in the land. That information is included in the documents as [Option F](#). Session ended up agreeing with the Land Sales Team's assessment: *"Implementing Option F, however, further involves additional costs in that it would require taking the property off the market and delaying (if not forgoing) any hope of obtaining \$750,000 or more by selling the property. And any future significant development of the property by St. Andrew is likely to require the church to cover the estimated \$350,000 to extend Camp Cardinal Road to our property line."*

Information about those parking options and the Master Land Use Plan have been posted to the Building Use and Resource section of the church website (<https://saintandrew-ic.org/building-and-resources>).

- Information about the Parking Options are available at <https://bit.ly/sapc-parking-options>.
- The Master Land Use Plan 2020 is available at <https://bit.ly/sapc-master-land-use-plan-2020>

How long is the contingency period on this offer?

The deadline for satisfying all contingencies on this offer would be **September 23, 2022**, with closing to be held within 30 days thereafter.

What is the exact motion to consider?

MOTION: The Congregation of St. Andrew Presbyterian Church approves the sale of Outlot A and a small turnaround parcel at the far end of the development (about .45 acres) to Western Home Communities at the price of \$825,000.00. (Upon congregational approval, this sale will be forwarded to the Trustees of the Presbytery of Eastern Iowa for their final concurrence.)

How do I vote?

We will hold a hybrid **Congregational Meeting** soon after the worship service (**about 10:30 a.m.**) on **Sunday July 17**. You can attend the meeting in-person or via Zoom (link: <https://bit.ly/sapc-meeting-071722>). All members and friends of St. Andrew are invited to attend the meeting, but only confirmed members of the congregation are eligible to vote.

Timeline on the Sale of Outlot A

Here is a brief history of the five-year trek to get to get to the current offer on Outlot A, including prior expressions of interest and offers:

2017: St. Andrew netted \$685,000 from sale of the land along Gathering Place Lane on which the two Cardinal Villas apartment buildings now sit.

2018: St. Andrew executed a purchase agreement for \$930,000 with a local builder that was, however, subject to reaching an agreement on who pays the roughly \$300,000 for extending Camp Cardinal Road. No agreement was reached, and the deal did not close.

2019: St. Andrew received an offer of \$950,000 for Outlot A, plus an expanse of land along the Walnut Ridge homes on the other side of the church building. So, in effect, the value attributable to Outlot A in that offer was not sufficient. We did not pursue the offer any further.

2019: St. Andrew received an offer from the Housing Fellowship for \$800,000. This would have been a tax credit financing structure that would have taken up to two years to complete. The offer fell through, however, when the Housing Fellowship was unable to acquire the other funding needed to put the deal together.

2019: St. Andrew received an expression of interest or offer from a local investor for \$600,000 but did not act on that.

2020: St. Andrew received another expression of interest or offer from a local investor for \$600,000 but did not act on that.

2021: St. Andrew received a \$900,000 offer from a group that was going to do a tax credit housing project – that would have been (like Housing Fellowship) a long-term, highly conditional deal. That fell through due to timing issues on the buyers' end.

2022: St. Andrew negotiated the present agreement for \$825,000, which could close within 3-4 months, per its terms and is subject to other contingencies, including (1) municipal review/approval of needed agreements and permits including any site plans, comprehensive plans, development agreements, rezoning agreements, etc.; (2) appraisal showing the development is fiscally viable; and (3) environmental due diligence.



WesternHome
communities

St. Andrew Presbyterian Church

HELLO, MY NAME IS

Kris Hansen

Kris Hansen,
CEO of Western Home Communities



110 years

1,300 residents

900 employees

6 campuses

One Mission:

**Creating
fulfilling
lifestyles**



WesternHome
communities



WesternHome
communities

owned properties





Windhaven

Windridge

Windcove

Windgrace

Windermere

Villas

Townhomes

150 acres in Cedar Falls



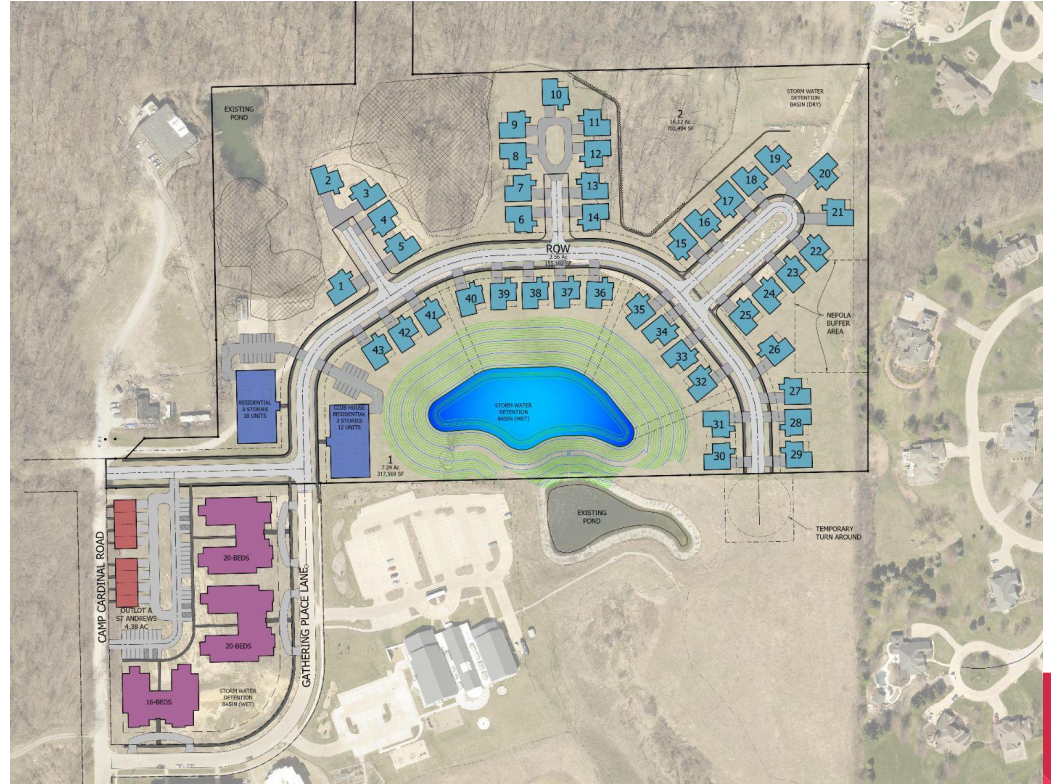
Site Plan

“Outlot A”

- Three Cottages (Nursing, Dementia, Assisted Living)
- Row Homes

Gathering Place

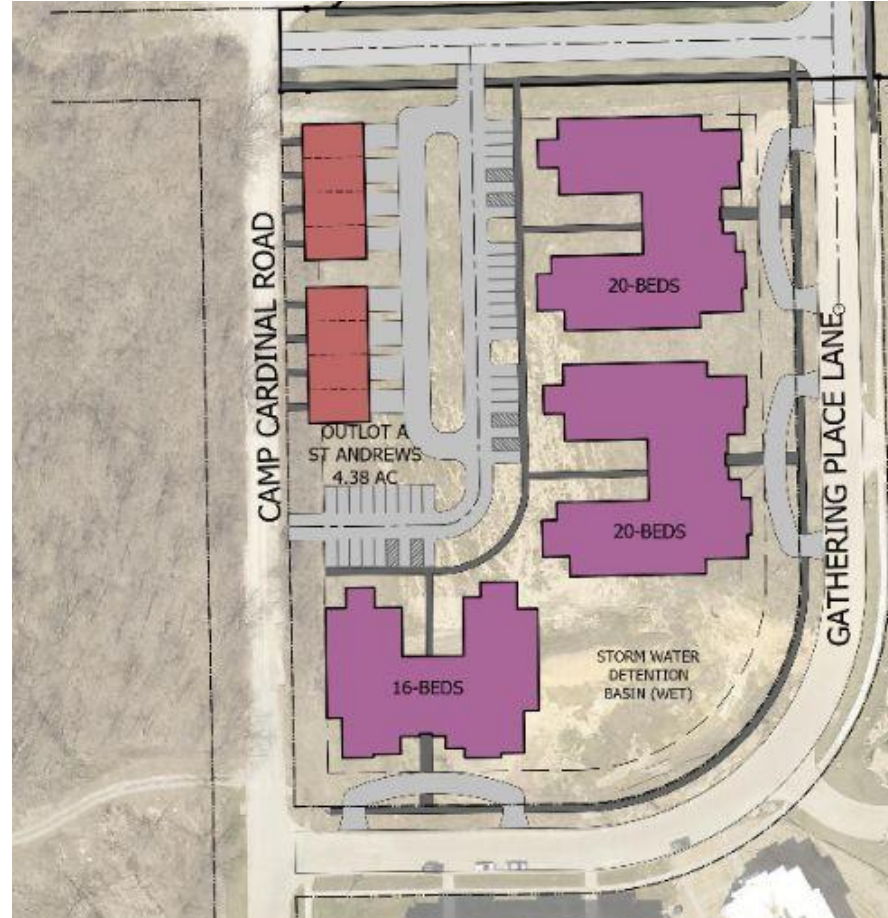
- Single Family Homes
- Duplexes
- Congregate Living



Site Plan

“Outlot A”

- Three Cottages (Nursing, Dementia, Assisted Living)
- Row Homes





The Cottage Philosophy



**International
Dementia Awards**

3 NOVEMBER 2015 | VOX BIRMINGHAM

WINNER



ORGANISED BY



THE COURIER

**2021 BEST
OF THE BEST**



One of two Memory Support Cottages in Cedar Falls.



Open concept kitchen and dining



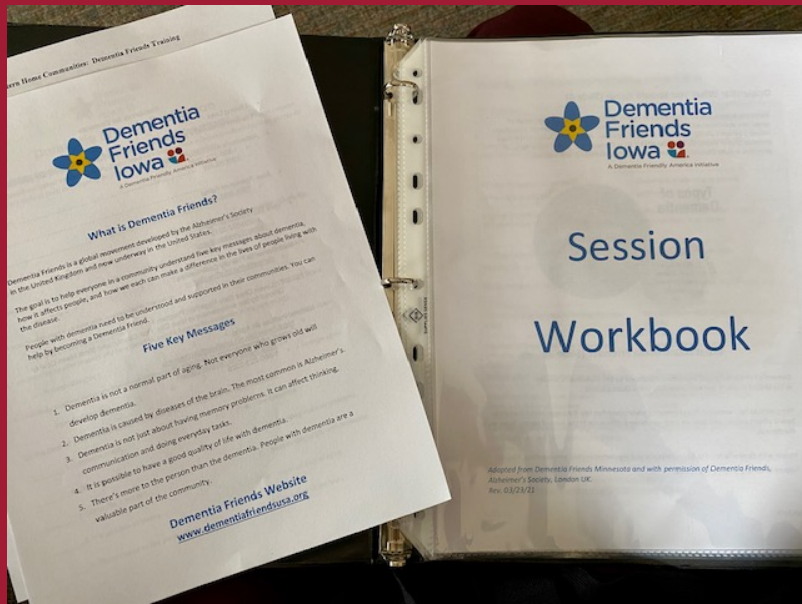
Welcoming living spaces that feel like home



Intimate dining spaces for family and guests



Success stories from The Cottages



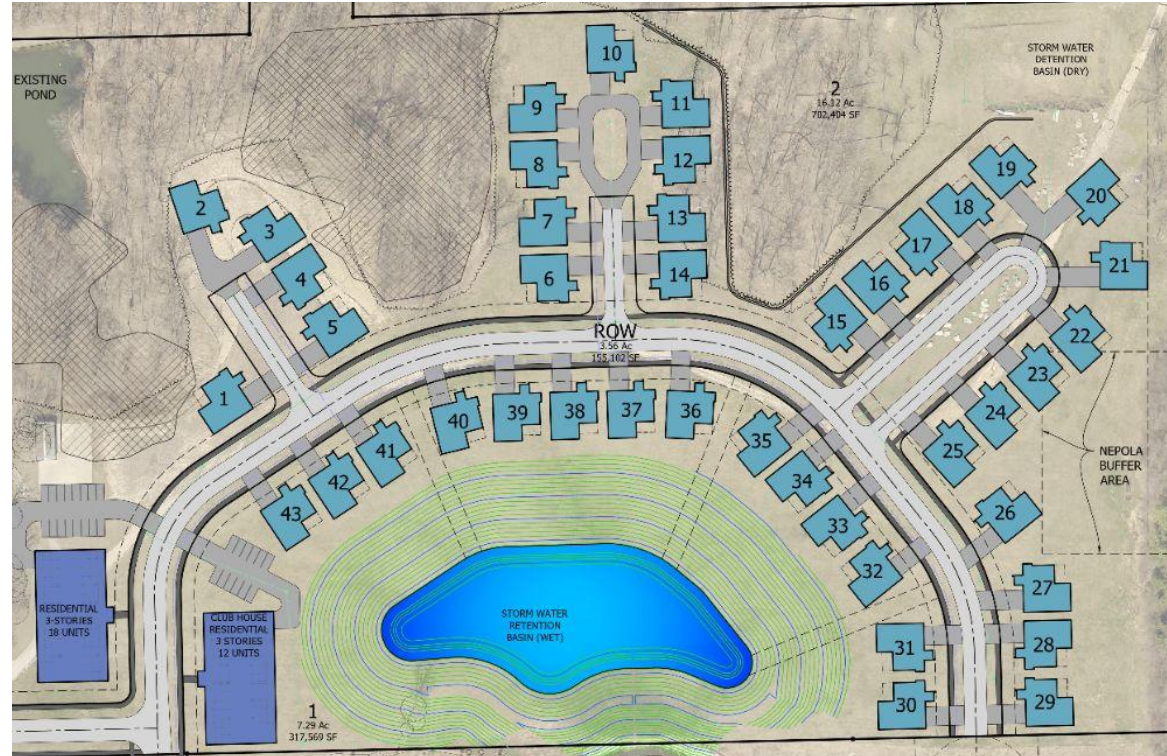


Row Home Concept

Site Plan

Gathering Place

- Single Family Homes
- Duplexes
- Congregate Living





Single Family Home Concepts

Duplex Floor Plan



What is Fortified Life?



Three Pronged Approach

Home Ownership

Fortified Life is designed to keep members at home for as long as possible, wherever home may be.

Asset Protection

Fortified Life lowers the cost of care while increasing the quality and flexibility of care.

Wellness First

Fortified Life offers a holistic suite of services that promote wellness and the ability for members to stay in their homes for as long as possible.

