



## STAFF REPORT

**DATE:** February 23, 2021

**TO:** Honorable Mayor and City Council

**FROM:** John Penrod, City Attorney

**SUBJECT:** CONSIDERATION OF A JOINT RESOLUTION OF THE CITY AND NEBO SCHOOL DISTRICT REGARDING PROPERTY EXCHANGES AND CONSTRUCTION OF IMPROVEMENTS BETWEEN THE TWO ENTITIES.

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### RECOMMENDED MOTIONS

Motion to approve Joint Resolution No. \_\_\_\_ that approves property exchanges and construction of improvements between Springville City and the Nebo School District as part of the new Springville High School campus.

### BACKGROUND

The Nebo School District is planning to start construction in 2024 on a new Springville High School, with a projected completion date of 2026. The City and District have historically shared use of each entities' properties in and around the current SHS. As directed by the City Council, the staffs of the City and District have been working together to help make the new SHS campus and surrounding City properties the best overall campus site for Springville residents and SHS students.

In addition to working towards the best overall campus site plan, City and District staffs have worked toward a fundamentally fair exchange of properties and construction of improvements. The proposed Joint Resolution describes how properties will be exchanged, improvements constructed and the overall campus site plan finalized.

### DISCUSSION OF PROPOSED RESOLUTION

The overall campus site plan for the new SHS and surrounding City properties is shown on the site plan attached to the proposed ordinance. Here is a summary of the details regarding property exchanges and improvements in the Joint Resolution and shown on the site plan:

- Property Exchanges. The parties will receive property as follows:
  - The District will receive approximately 6.38 of acres of Bird Park and 6.94 acres of Spring Acres Park, for a total of 13.32 acres. The City will retain the Arts Park and the trail on the north side of Hobbles Creek in Bird Park.
  - The City will receive properties A, D, F, G and H shown on the campus site plan, 1.45 acres of property near Memorial Park, and 1.85 acres of property near Meadow Brook Elementary School, for a total of 23.37 acres, along with 2.74 acres of hillside property near property A.
- Improvements. The only property that the City will receive near the new SHS campus that will not be fully improved is property A, which is located near a hillside. That

property will be improved with a trail running through the entire property and other improvements covering only a portion of the property. The City will receive the following new improvements that will fully develop the other properties near the new SHS:

- A pony and softball field, including lighting for night play and all other infrastructure associated with such fields;
- A snack shack;
- Six pickleball courts; and
- Turf, trees, irrigation, playgrounds, a pavilion, parking lot, benches, tables, curb and gutter, trails, etc.

The parties agree that the property exchanges and improvements listed in the Joint Resolution achieves fundamental fairness, and all such property exchanges and improvements will happen even if there is a change in costs between now and 2024 when the improvements are made.

The resolution also includes a provision that allows the District's and City's staffs to work together to finalize the site plan design and address any unforeseen necessary changes.

#### **FISCAL IMPACT**

None at this time. The City could incur future costs as part of the entire transaction should the overall campus site plan for the new SHS and surrounding city parks change in such a way that the City receives a benefit amounting to 5% more than what the City is currently expected to receive under the Joint Resolution.

Attachments: Proposed Joint Resolution

## JOINT RESOLUTION #2021-XX

**THIS IS A JOINT RESOLUTION OF THE SPRINGVILLE CITY COUNCIL AND THE BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT ESTABLISHING BOTH ENTITIES' INTENTIONS REGARDING THE CONSTRUCTION AND PROPERTY TRANSACTIONS FOR THE NEW SPRINGVILLE HIGH SCHOOL CAMPUS AND SURROUNDING SPRINGVILLE CITY PARK PROPERTIES.**

**WHEREAS**, on April 7, 2020, the Springville City Council adopted Resolution No. #2020-04 ("City's Resolution," attached as Exhibit A) wherein Springville City ("City") committed to work with the Nebo School District ("District") on a site plan for the new Springville High School and surrounding City parks ("Campus Property") that would benefit both District and City residents; and

**WHEREAS**, shortly after April 2020, and in accordance with City's Resolution, the following has occurred:

- (1) District entered into a Real Estate Purchase and Sale Agreement with the Gammell family to purchase approximately 28 acres of property north of the current Springville High School (the "Gammell Property") to add to the Campus Property; and
- (2) District and City have:
  - a. conducted due diligence on the Gammell Property to ensure that it is usable for a new high school and City parks,
  - b. developed an overall site plan for the Campus Property (the "Campus Site Plan"), and
  - c. determined a property exchange that meets the conditions under City's Resolution; and

**WHEREAS**, the Campus Site Plan attached as Exhibit B is the site plan mutually agreed to by the parties, with the understanding that the parties will work towards implementing the site plan - knowing that there may be minor revisions to it as the development process moves forward; and

**WHEREAS**, this Joint Resolution is to outline City's and District's understanding of the:

- (1) Campus Site Plan;
- (2) property the two parties will exchange, and
- (3) replacement improvements built by District for City; and

**WHEREAS**, after considering the facts, comments and recommendations presented to the City Council and the Board of Education, the two elected bodies find that this Joint Resolution is in the best interests of District and City and will further the health, safety, and general welfare of the citizens of City and the students, parents,

employees, and patrons of District.

**NOW, THEREFORE**, be it resolved by the Springville City Council and the Board of Education of Nebo School District, as follows:

**SECTION 1: CAMPUS SITE PLAN, PROPERTY EXCHANGE, PARK IMPROVEMENTS, RED DEVIL DRIVE AND DESIGN.**

- A. Campus Site Plan. District and City approve the Campus Site Plan attached as Exhibit B, with the understanding that as development moves forward there may need to be adjustments to the Campus Site Plan based on unforeseen circumstances not known at this point in the process. The Campus Site Plan also has not yet been submitted to Springville City for site plan and subdivision approval, which approval processes may require changes to the Campus Site Plan. The parties acknowledge that as changes to the Campus Site Plan become necessary that property exchanges between the parties and responsibilities for the construction of park improvements and Red Devil Drive may need to change as well. The parties commit to continue to work together to ensure that any required changes to the Campus Site Plan will result in property exchanges and responsibilities for constructing City park improvements as described in City's Resolution.
- B. Property Exchange. The properties to be exchanged between District and City are listed on Exhibit C.
- C. Park Improvements. The replacement park improvements that District shall construct at District's sole cost for City are shown on the Campus Site Plan and/or listed on Exhibit D. The replacement park improvements shall be new improvements, and both parties will work to together on the design of the improvements.
- D. Red Devil Drive. The street on the Campus Site Plan labeled as Red Devil Drive is a new street that provides access to the new high school and City's new parks. District and City agree to share equally in the costs for designing and constructing Red Devil Drive as shown on the Campus Site Plan.
- E. Design. The parties agree that they will continue to work together during the design phase of the Campus Site Plan to ensure that both of their desired needs are addressed and the end product is in the best interests of District and City residents.

**SECTION 2: FINALIZING CAMPUS SITE PLAN.**

- A. Fundamental Fairness. City and District have developed a spread sheet/balance sheet (the "Balance Sheet") that both parties have reviewed and agree accurately

provides the approximate costs associated with the exchange of properties and construction of improvements described in this Joint Resolution (the “Property Exchanges/Improvements”). Based on the Balance Sheet, the parties agree that the Property Exchanges/Improvements achieve fundamental fairness and equity between the parties. Both parties expressly understand and agree that the Balance Sheet was created using 2020 construction costs to determine fundamental fairness and that actual construction cost in 2024 or later will be different. Differences in actual construction costs do not impact the fundamental fairness analysis.

- B. Future Changes. As long as any future necessary changes to the Campus Site Plan and/or the Property Exchanges/Improvements are not substantially different, meaning that such modifications do not change the costs by more than five percent (5%) in 2020 dollars, the parties still consider the future changes to achieve fundamental fairness and equity.
- C. Finalizing Campus. In accordance with the parameters and provisions of this Joint Resolution, City and District hereby direct its respective administrative staffs to work together in finalizing the Property Exchanges/Improvements and design of the Campus Property, including making any necessary adjustments.

**SECTION 3: APPROVAL**. City and District have both presented this Joint Resolution to the entities’ respective elected bodies in a properly noticed and held open public meeting, and both elected bodies have voted to approve this Joint Resolution. With the elected bodies’ approvals, this Joint Resolution is written verification that the Gammell Property is acceptable and will work to be incorporated into the Campus Site Plan.

**SECTION 4:** This Joint Resolution shall take effect immediately.

**END OF RESOLUTION**

**PASSED AND APPROVED** on the 2<sup>nd</sup> day of March 2021, by the Springville City Council, and on the 10<sup>th</sup> day of March 2021, by the Board of Education of Nebo School District.

**Springville City**

\_\_\_\_\_  
Richard J. Child, Mayor

ATTEST:

\_\_\_\_\_  
Kim Crane, City Recorder

**Nebo School District**

\_\_\_\_\_  
Christine Riley, Board President

\_\_\_\_\_  
Michael Harrison, Business Administrator

EXHIBIT A

Springville City Resolution No. 2020-14

## RESOLUTION #2020-14

### A RESOLUTION COMMITTING TO WORK WITH NEBO SCHOOL DISTRICT ON PROPERTY ISSUES RELATED TO THE DISTRICT'S REBUILD OF SPRINGVILLE HIGH SCHOOL.

WHEREAS, the current Springville High School was constructed in the late 1960s and, according to the Nebo School District ("District"), the high school has reached its useful life; and

WHEREAS, in or about 2024, District plans to start building a new Springville High School, hoping to finish construction in 2026; and

WHEREAS, in order to build a new Springville High School at the high school's current location, District needs to exchange property with Springville City ("City"), which City property may include all or portions of Bird Park, Spring Acres Park, Arts Park, and the Pool property (these four properties shall collectively herein be referred to as the "City Parks"); and

WHEREAS, City and District have discussed possibly having District purchase approximately 28 acres of property currently owned by the Gammell family, which property is located immediately north of the Springville High School property and City Parks (the "Gammell Property"), to be used as part of the new high school and City Parks; and

WHEREAS, City and District believe that working together to develop a site plan that utilizes the Gammell Property, Springville High School property and City Parks has the potential to greatly benefit both City and District in developing a wonderful community location (the Springville High School Property, Gammell Property and City Parks are hereinafter collectively referred to as the "Campus Property"); and

WHEREAS, prior to District purchasing the Gammell Property, District has asked City to commit to work with District on a site plan for the Campus Property that will benefit both City and District (the "Site Plan"); and

WHEREAS, City and District have discussed that each entity's main concerns regarding the Gammell Property is that neither entity knows (i) the condition of the soil or other physical conditions of the Gammell Property, nor (ii) how the Gammell Property would ultimately work within the Site Plan; and

WHEREAS, the purpose of this Resolution is to set forth City's commitment to work with District to exchange properties in order for District and City to develop the best Site Plan for the Campus Property; and

WHEREAS, after considering the facts, comments and recommendations



presented to the City Council, the Council finds that this Resolution is in the best interests of Springville and its residents and will further the health, safety, and general welfare of the citizens of Springville City.

NOW, THEREFORE, be it resolved by the City Council of Springville, Utah as follows:

PART I:

- A. Commitment/Goal. Springville City is committed to working with District by offering to exchange property with District with the goal of developing the Site Plan for the Campus Property in a manner that will best serve the residents of City and District. City understands that District has the same goal. City will consider exchanging all or portions of the City Parks for the overall benefit of the Campus Property and work with District to determine how to best utilize the Gammell Property.
- B. Gammell Property.
  - a. Due Diligence. In the event the District enters into an agreement to purchase the Gammell Property, City relies on District's representation that District will include in the agreement at least a ten month due diligence period to allow District and City to fully investigate the condition of the Gammell Property and develop the Site Plan for the Campus Property.
  - b. Acceptance. In the event that City and District substantiate that portions or all of the Gammell Property is usable and works well to incorporate into the Site Plan, City, before the end of the due diligence period, will provide a written notice to District that all or portions of the Gammell Property is acceptable to City.
- C. Property Exchange. The below provisions are to provide guidelines for any exchange of property between City and District.
  - a. Property. City staff is directed to work with District to ensure that any property exchanged with District will be exchanged for equal value. In determining the value of property, staff is directed to evaluate a number of factors, including, without limitation, property area, vehicular access, street frontage, location of available parking, wetlands, potential use and appraised value. In addition to the Gammell Property, City may consider exchanging City property for other property owned by District, such as an approximate 1.5 acre parcel adjacent to Memorial Park or the west approximate 2 acres of the Meadow Brook Elementary site adjacent to the Clyde Recreation Center.

- b. Park Improvements. City and District have previously discussed District replacing all facilities and improvements (the "Improvements") currently on City property that will be conveyed to District to be used for the new high school. The Improvements that will need to be replaced include, without limitation, baseball/softball diamond improvements, playgrounds, scoreboards, lighting, bleachers, bathrooms, trails, grass, irrigation infrastructure, stages, storage buildings and other facilities and structures. City and District will determine either through mutual agreement or an appraisal of what it would cost to construct and replace the Improvements in new condition (the "Replacement Value"). City will work with District to determine how the Improvements will be replaced. City will consider the replacement of the Improvements through one, or a combination, of the following ways:
- i. Having the Improvements be constructed at a location that is agreeable to the City in an amount equal to the Replacement Value;
  - ii. Receiving payment from the District equal to the Replacement Value;
  - iii. Having the District provide additional property above and beyond the property that will be conveyed pursuant to subsection C.a., "Property"; or
  - iv. Some other way that is agreeable to both entities.
- c. Design Committee. City and District have discussed District including a City representation on the Site Plan design committee for the Campus Property. Two of the purposes for having City representation on the committee is to work with District to (i) develop the best Site Plan for both entities, and (ii) determine the details of how properties will be exchanged and how and where the Improvements will be constructed.
- d. Site Plan.
- i. Finalize Exchange. City and District have discussed trying to finalize the Site Plan before the end of the due diligence period associate with the Gammell Property purchase so that both entities will have a good understanding of what properties the entities will exchange and how and where the Improvements will be constructed.
  - ii. Access from North. City and District have discussed the need for making sure that the site plan has adequate access from the north. The south side of the Campus Property has over 2,200 lineal feet of frontage and at least six access points coming off that frontage. Currently, the only access into the Campus Property from the north

is Weight Avenue, which is a roadway with less than 20 feet of asphalt width. In order to make the Campus Property work best for City and District, there needs to be an access from the north. As part of working on the Site Plan with District, staff is directed to work with District to determine options to successfully construct an access into the Campus Property from the north, including shared costs between City and District. The details of location of and cost sharing related to the north access needs to be part of the overall Site Plan to be approved by both governing bodies.

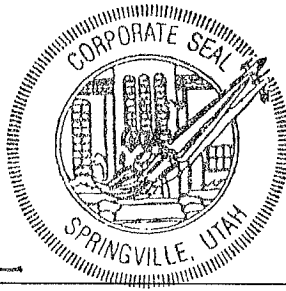
- e. Final Approval. The final approval of the property exchange, including value for the Improvements, between City and District must be acceptable to and approved by both City and District's governing bodies in an open public meeting.

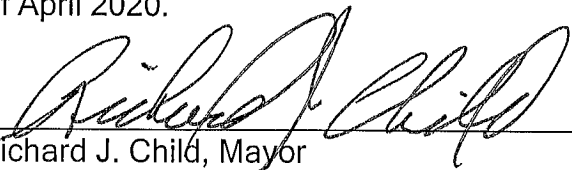
PART II:

This resolution shall take effect immediately.

END OF RESOLUTION.

PASSED AND APPROVED this 07<sup>th</sup> day of April 2020.



  
Richard J. Child, Mayor

ATTEST:

  
Kim Crane, City Recorder

CITY COUNCIL OF SPRINGVILLE CITY

RESOLUTION NUMBER: #2020-14

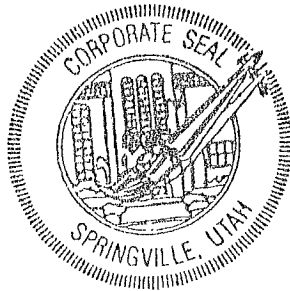
SHORT TITLE: A RESOLUTION COMMITTING TO WORK WITH NEBO SCHOOL DISTRICT ON PROPERTY ISSUES RELATED TO THE DISTRICT'S REBUILD OF SPRINGVILLE HIGH SCHOOL.

PASSAGE BY THE CITY COUNCIL  
ROLL CALL

NAME	MOTION	SECOND	FOR	AGAINST	OTHER
Liz Crandall			✓		
Craig Jensen		✓	✓		
Patrick Monney			✓		
Matt Packard	✓		✓		
Mike Snelson			✓		
	TOTALS		5	—	—

This resolution was passed by the City Council of Springville City, Utah, on the 07<sup>th</sup> day of April, 2020; on a roll call vote as described above.

Approved and signed by me this 07<sup>th</sup> day of April, 2020.

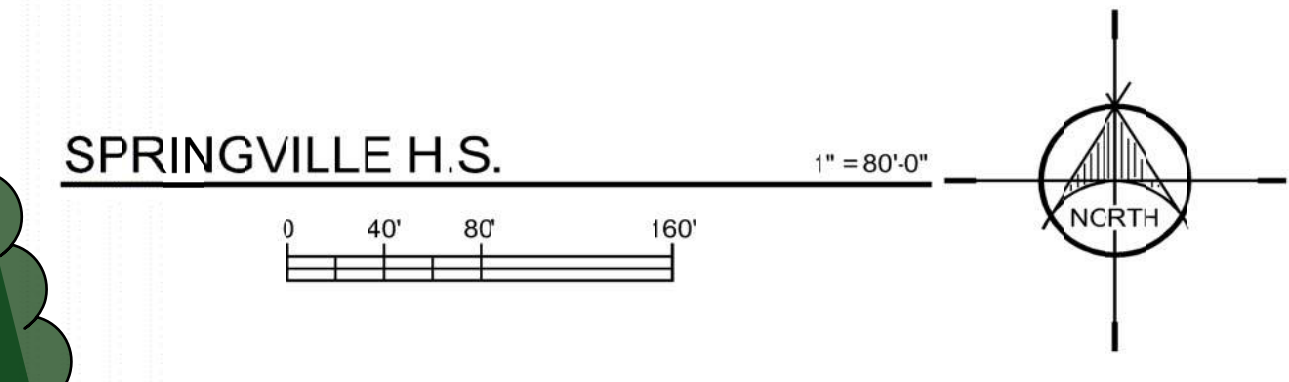
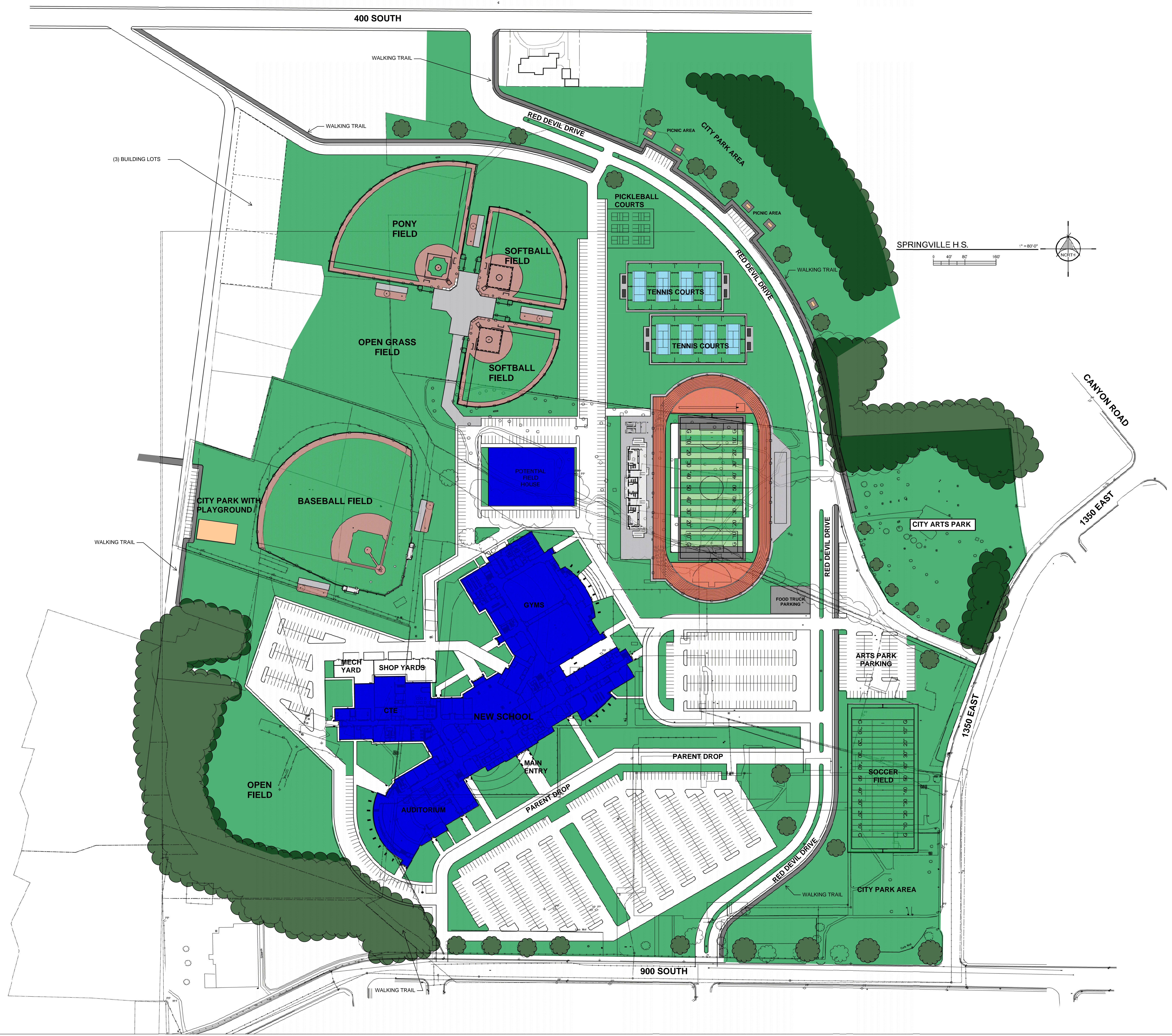


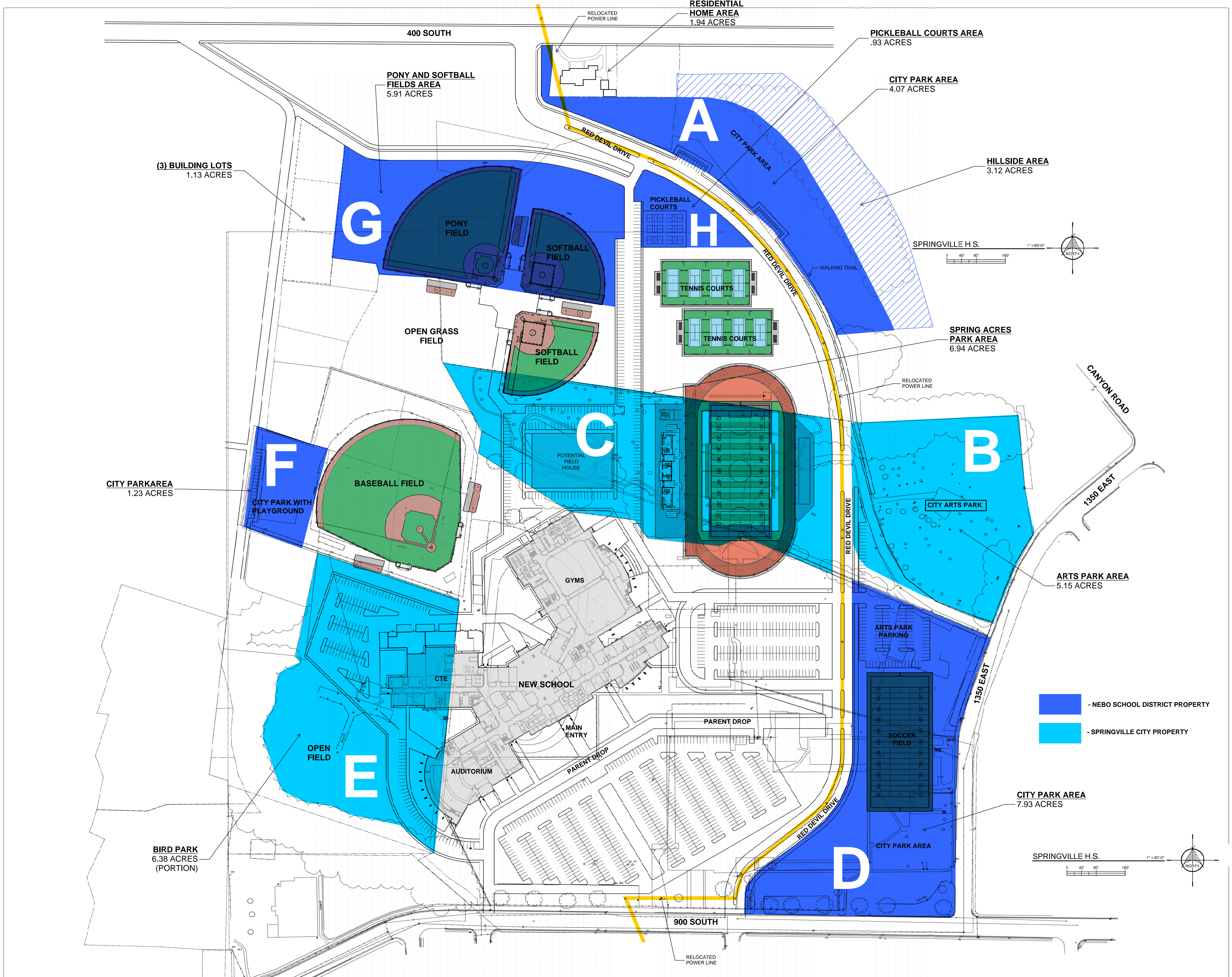
*Richard J. Child*  
Richard J. Child, Mayor

ATTEST:

*Kim Crane*  
Kim Crane, City Recorder

Exhibit B  
**Campus Site Plan**





RESIDENTIAL HOME AREA  
1.94 ACRES

PICKLEBALL COURTS AREA  
.93 ACRES

400 SOUTH

PONY AND SOFTBALL FIELDS AREA  
5.91 ACRES

CITY PARK AREA  
4.07 ACRES

(3) BUILDING LOTS  
1.13 ACRES

HILLSIDE AREA  
3.12 ACRES

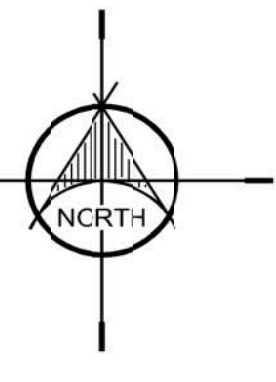
G

A

H

SPRINGVILLE H.S.

0 40' 80' 160'



PONY FIELD

SOFTBALL FIELD

TENNIS COURTS

TENNIS COURTS

SPRING ACRES PARK AREA  
6.94 ACRES

OPEN GRASS FIELD

SOFTBALL FIELD

RELOCATED POWER LINE

CANYON ROAD

C

B

CITY PARK AREA  
1.23 ACRES

F

BASEBALL FIELD

POTENTIAL FIELD HOUSE

GYMS

NEW SCHOOL

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AUDITORIUM

MAIN ENTRY

PARENT DROP

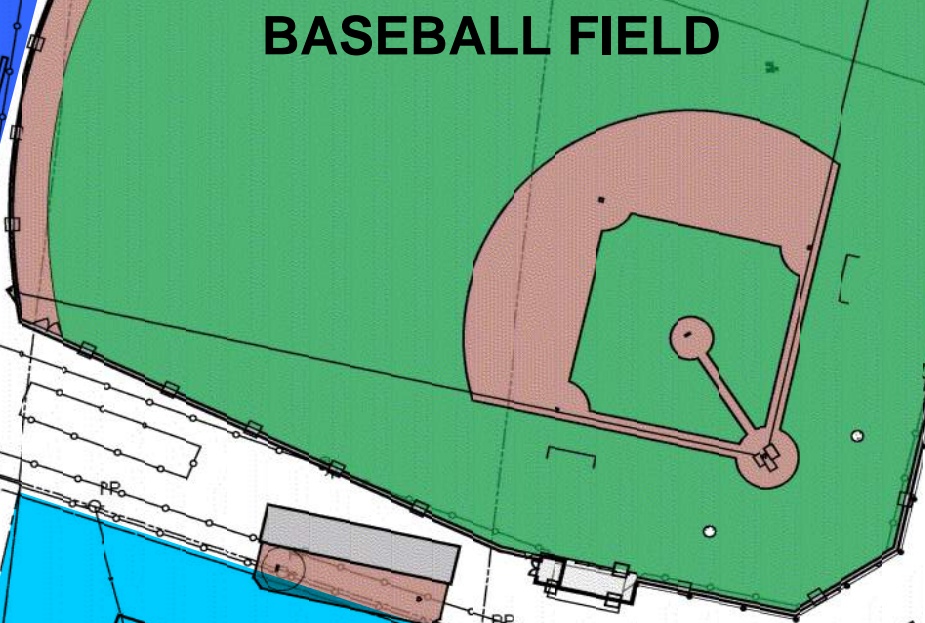
RED DEVIL DRIVE

CITY ARTS PARK

ARTS PARK AREA  
5.15 ACRES

1350 EAST

CITY PARK WITH PLAYGROUND



GYMS

NEW SCHOOL

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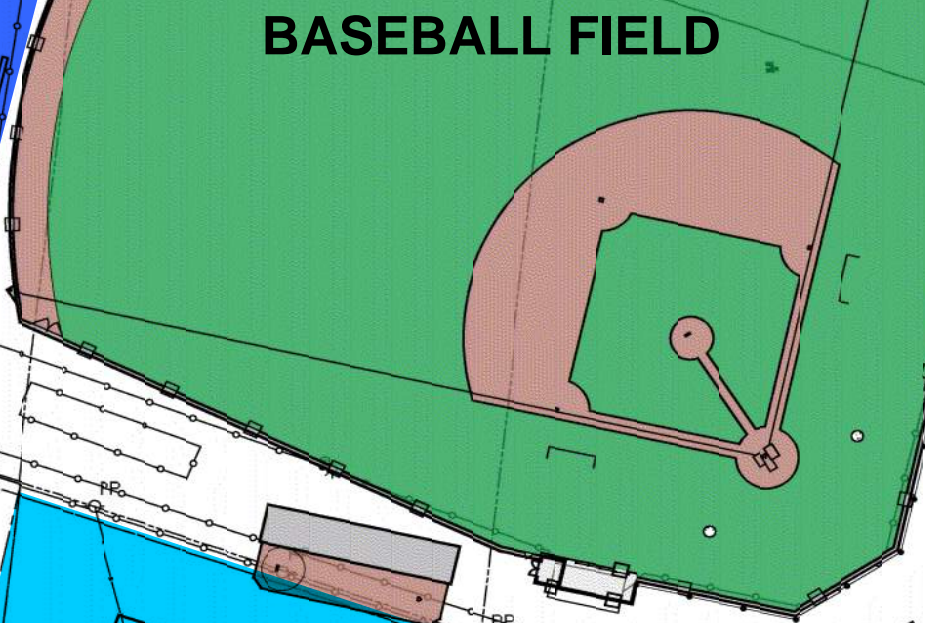
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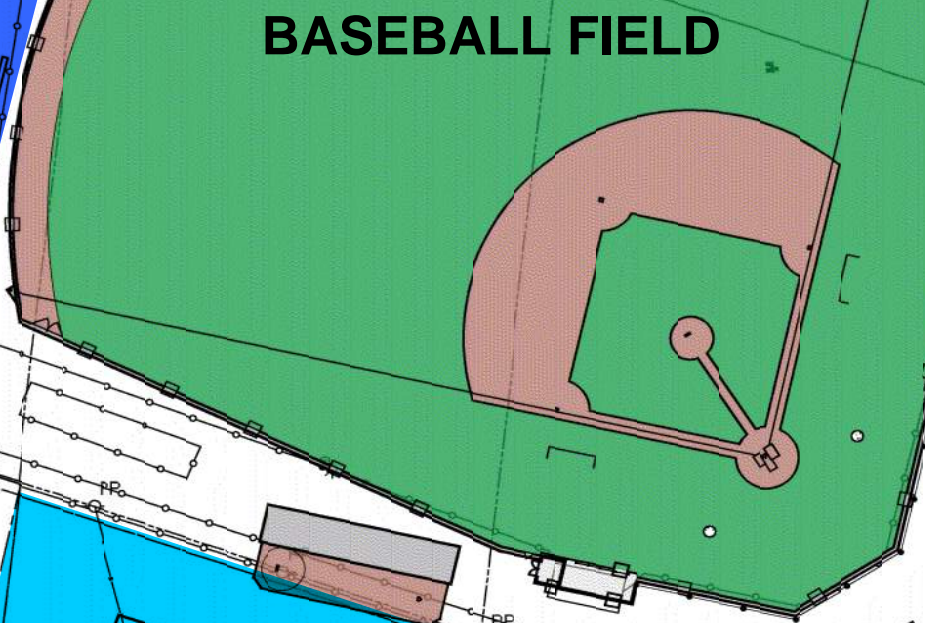
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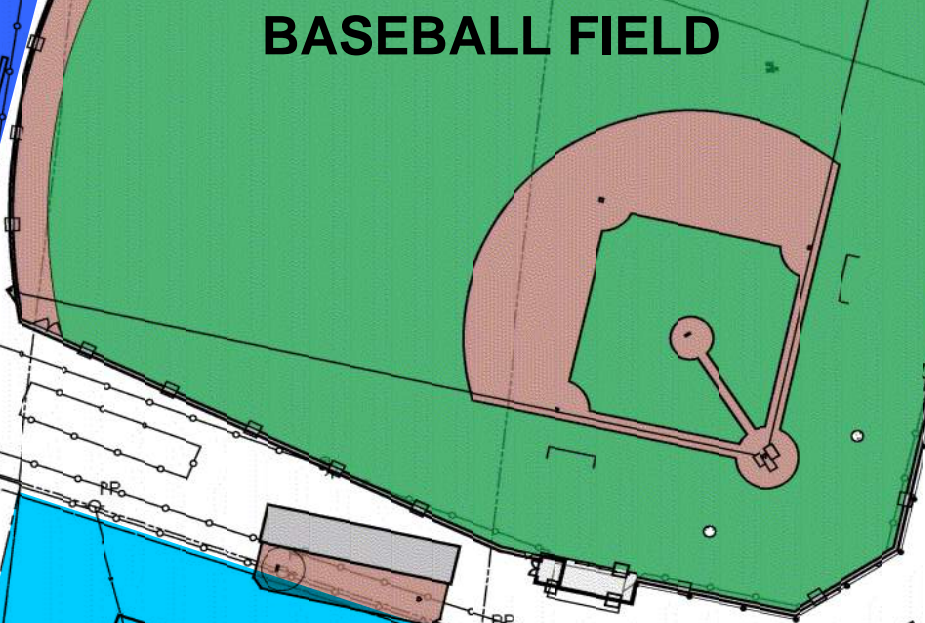
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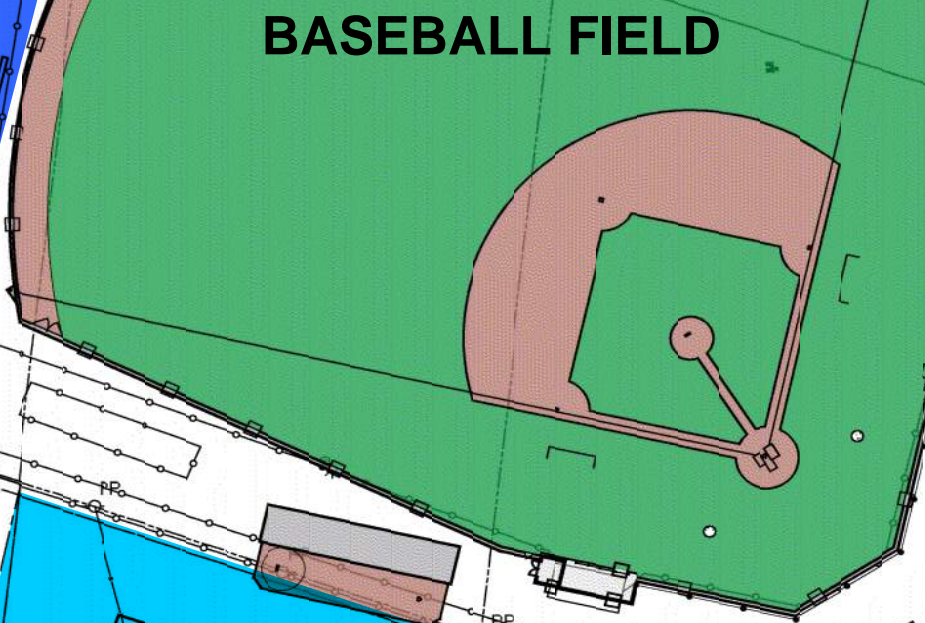
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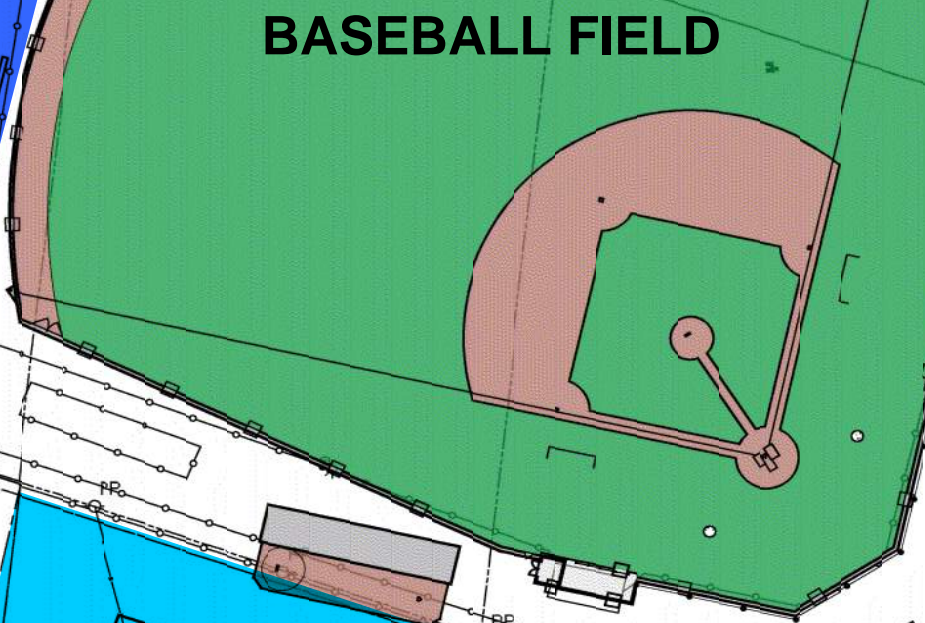
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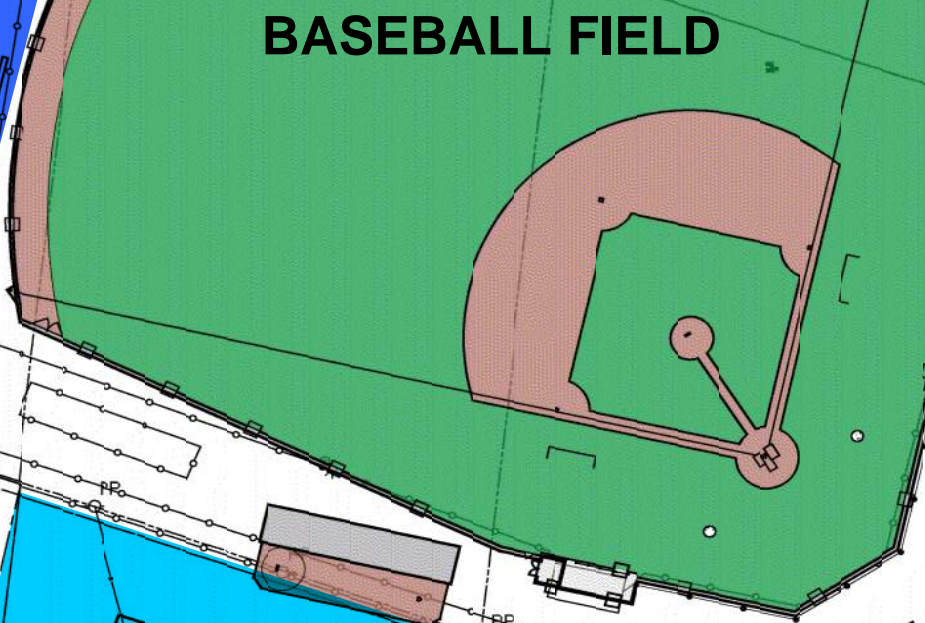
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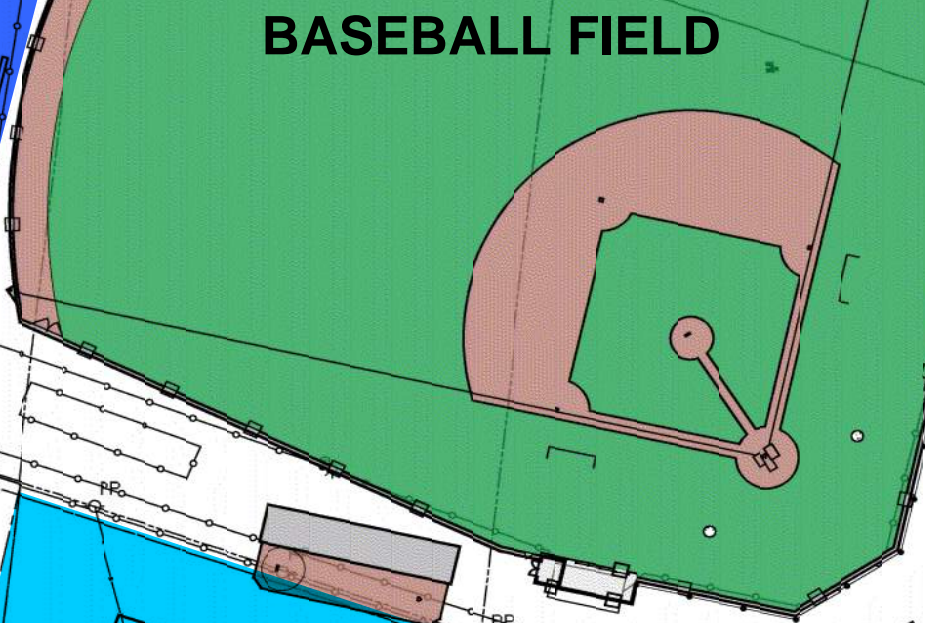
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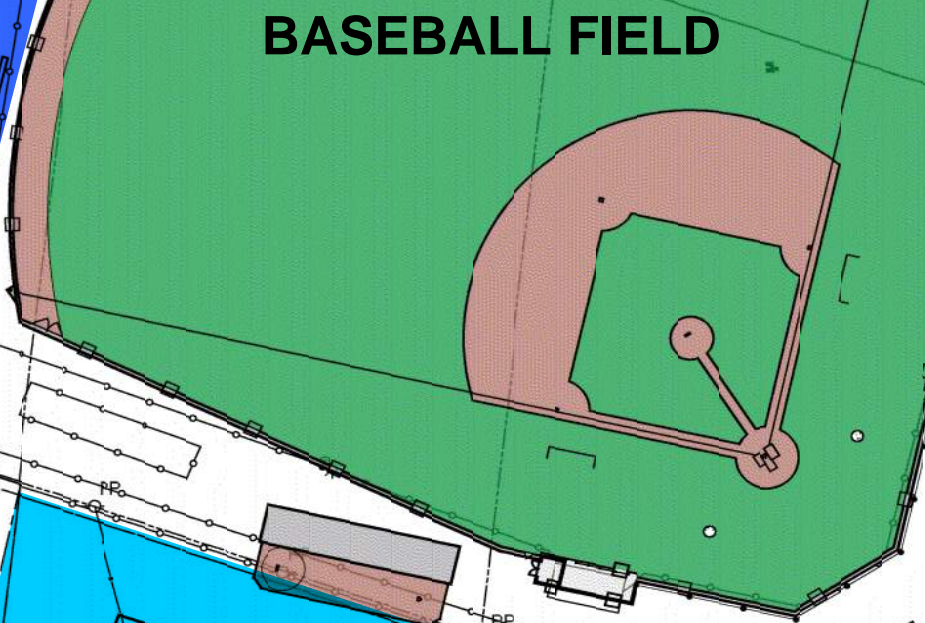
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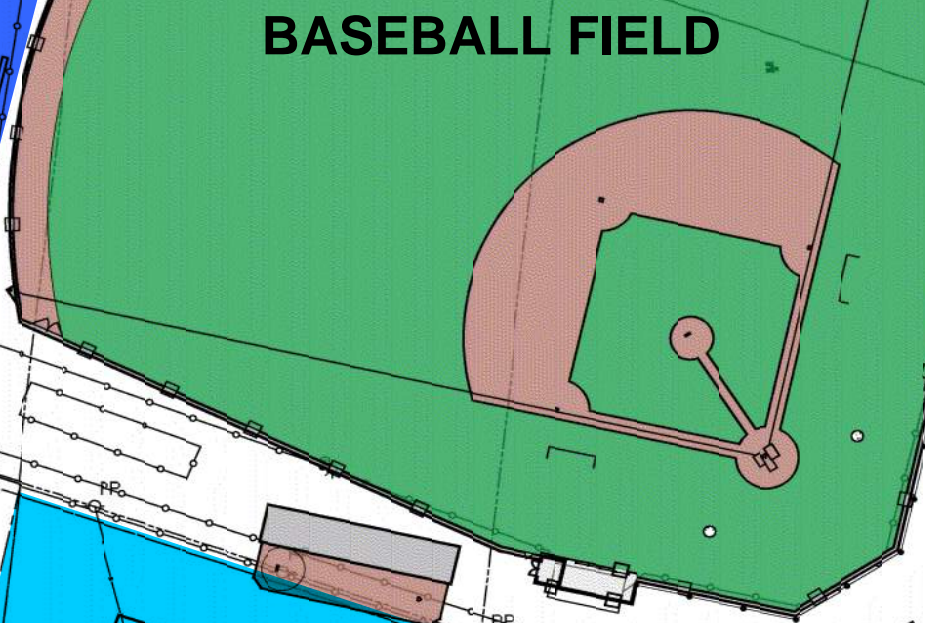
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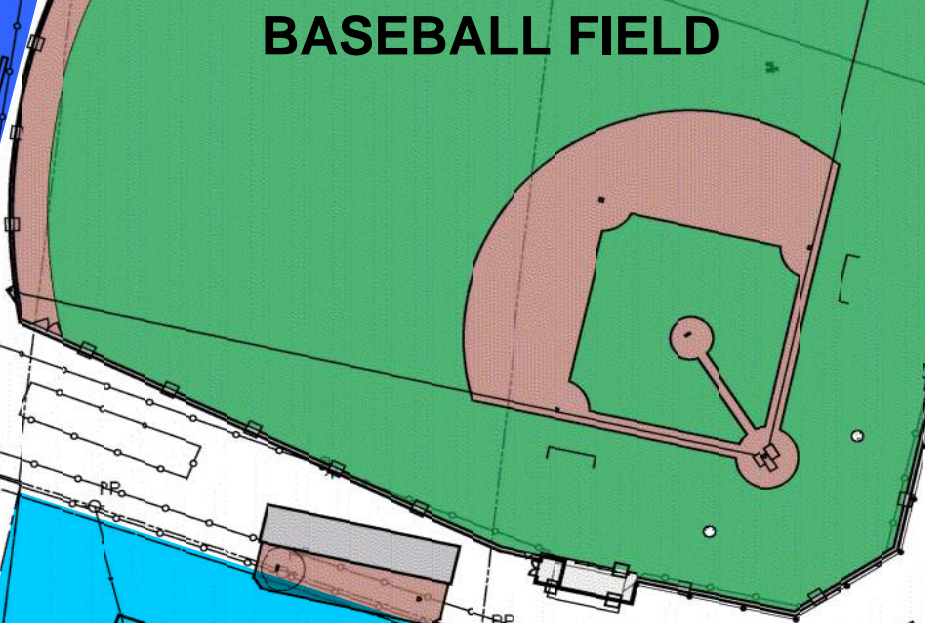
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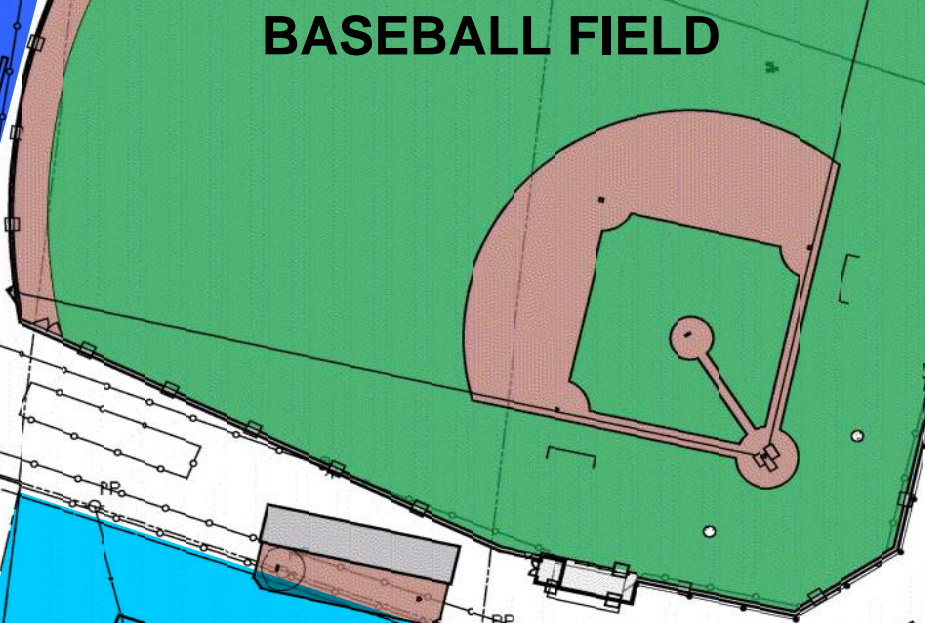
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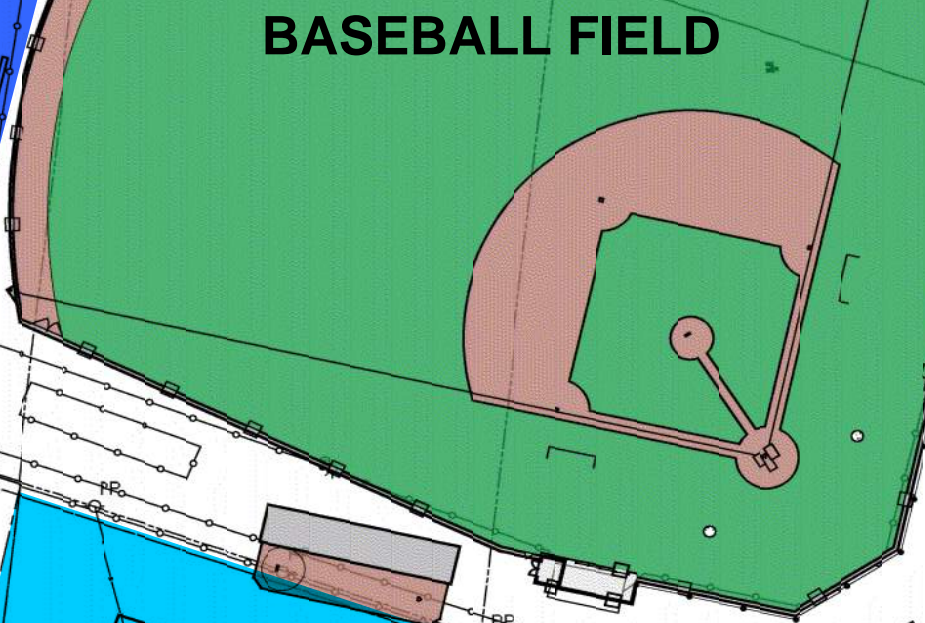
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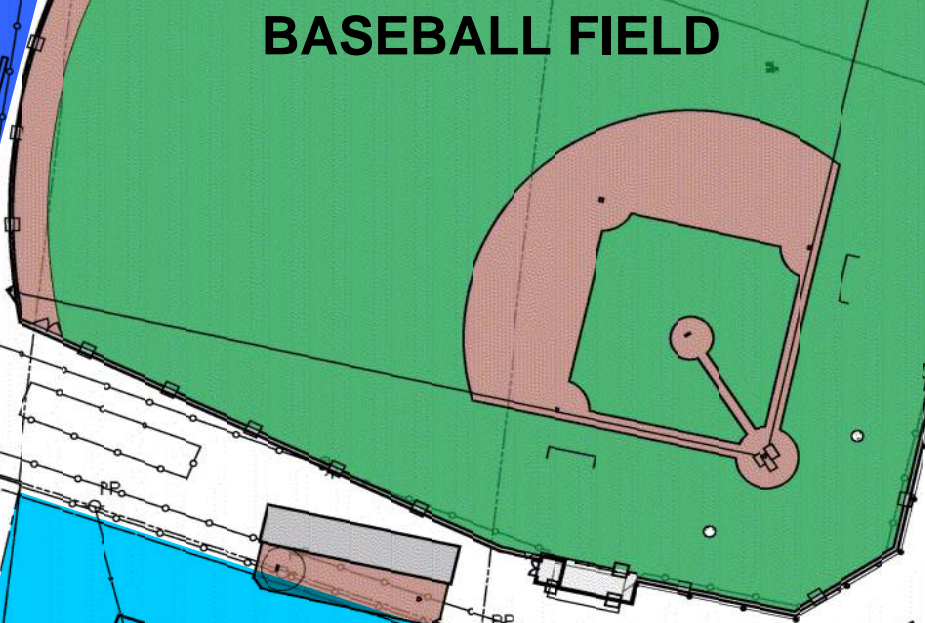
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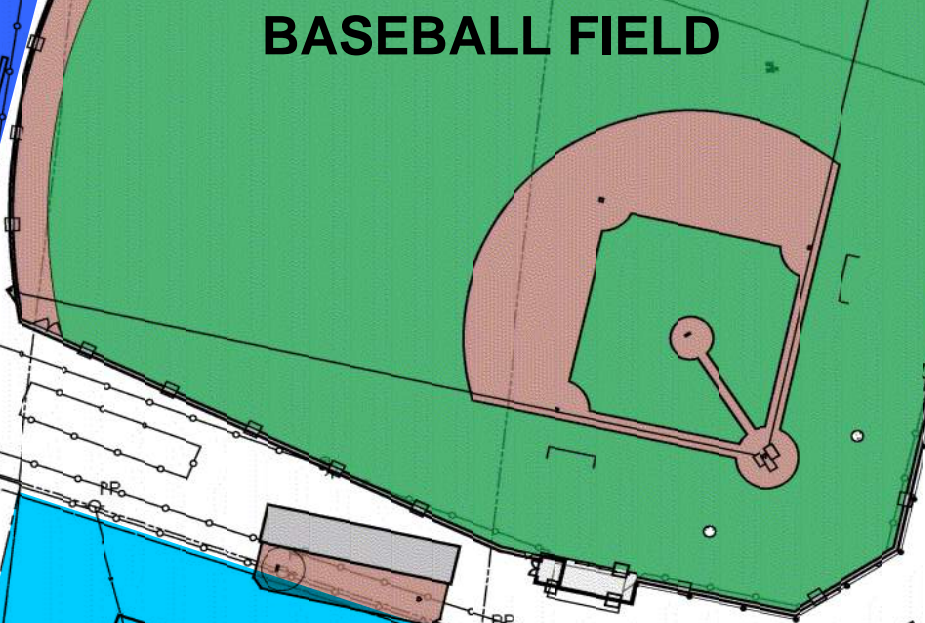
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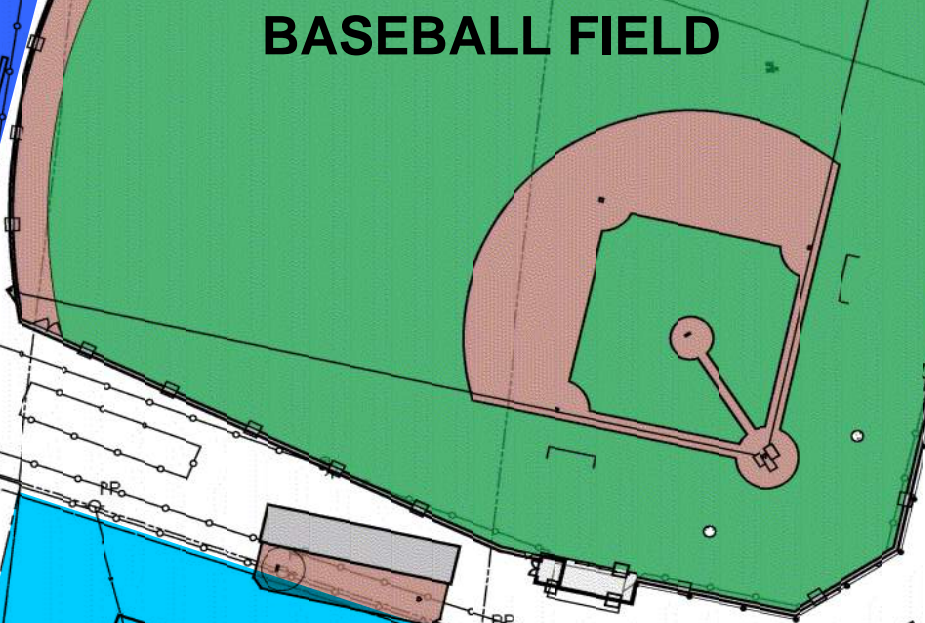
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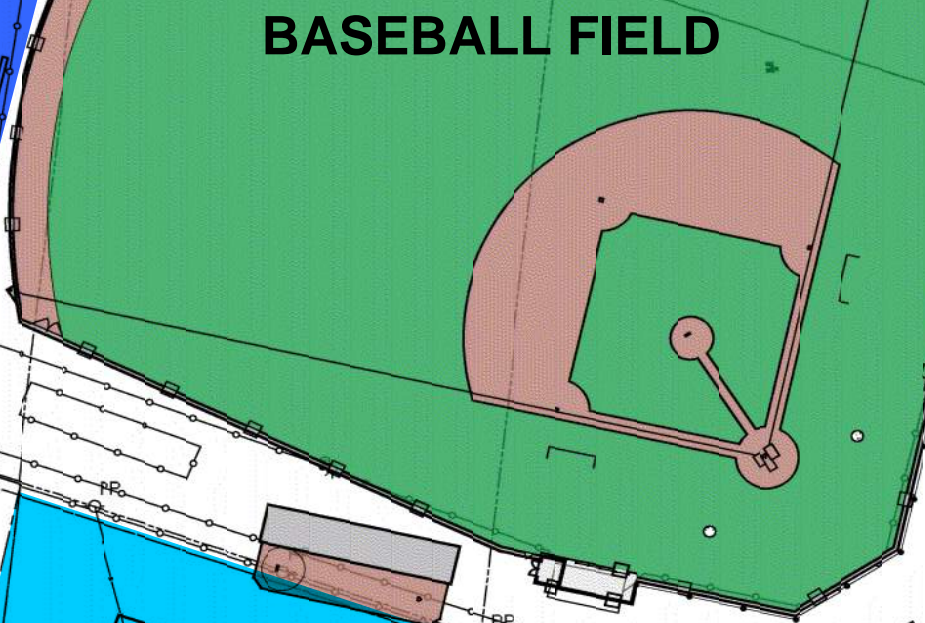
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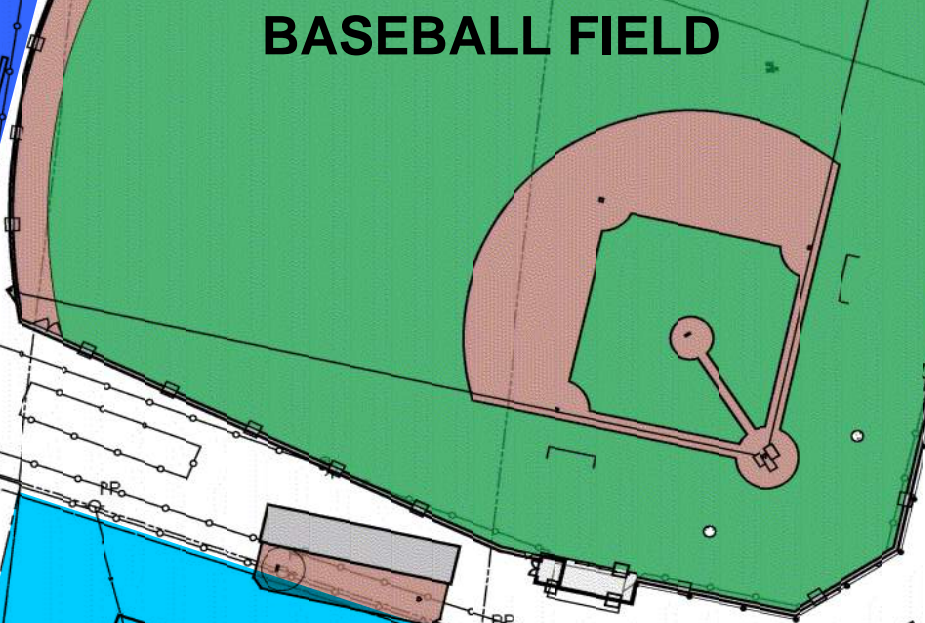
RED DEVIL DRIVE

CITY ARTS PARK

ARTS PARK AREA  
5.15 ACRES

1350 EAST

CITY PARK WITH PLAYGROUND



GYMS

NEW SCHOOL

CTE

AUDITORIUM

MAIN ENTRY

PARENT DROP

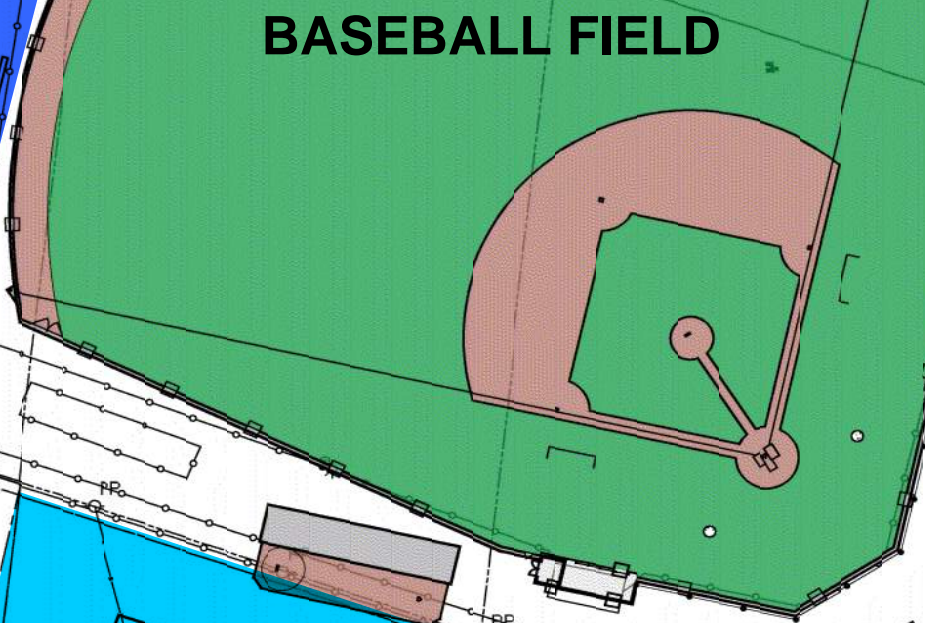
RED DEVIL DRIVE

CITY ARTS PARK

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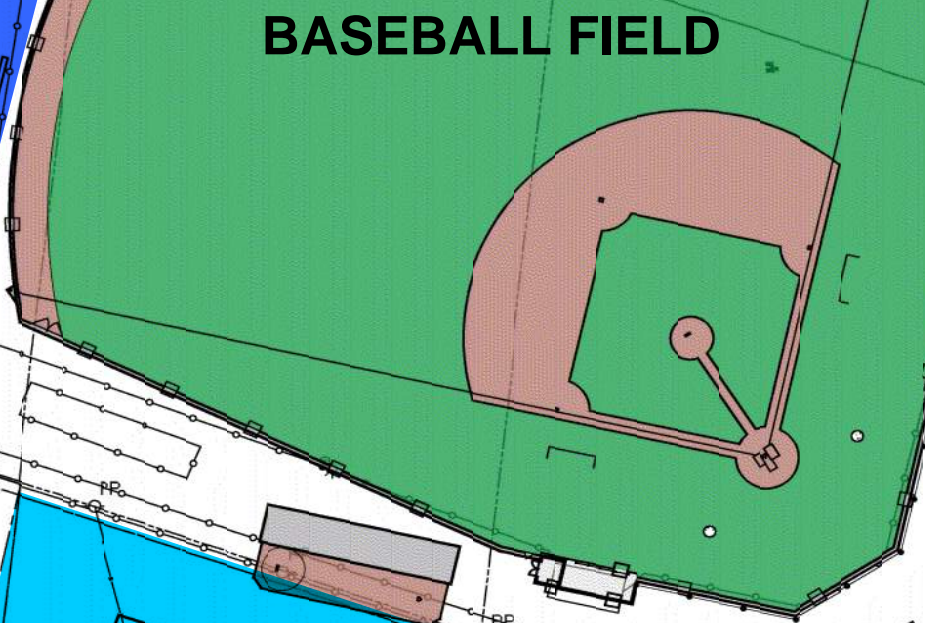
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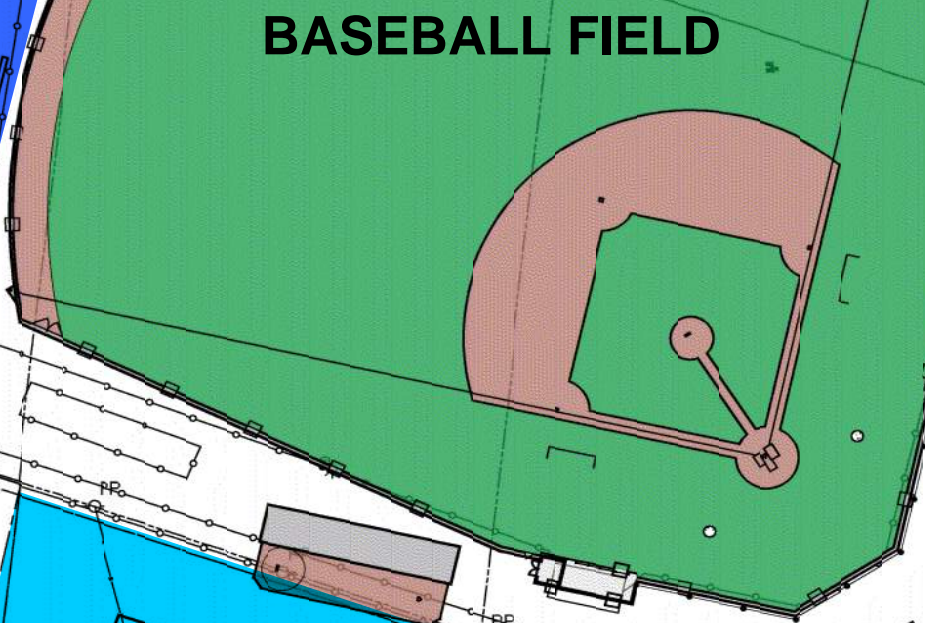
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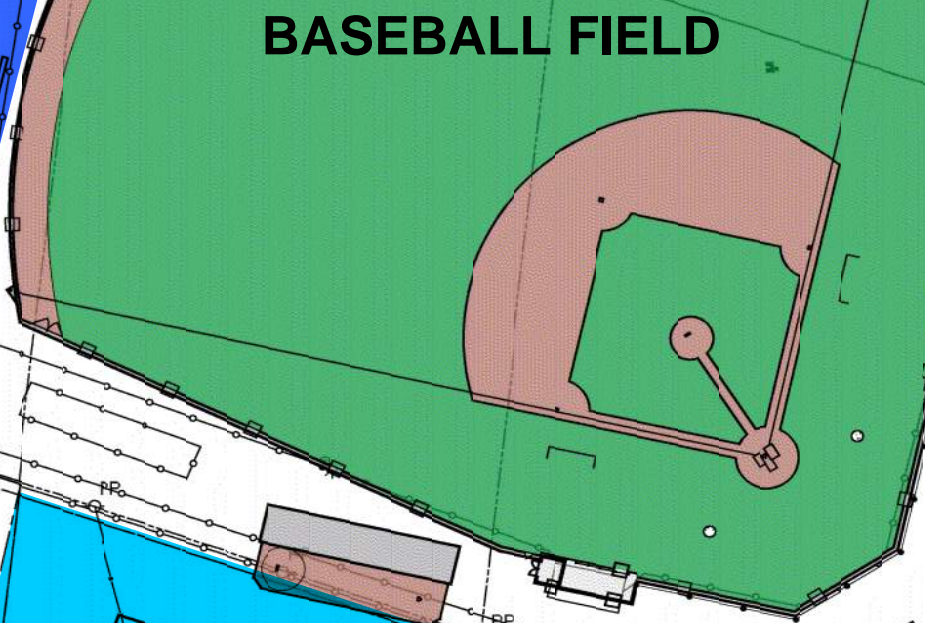
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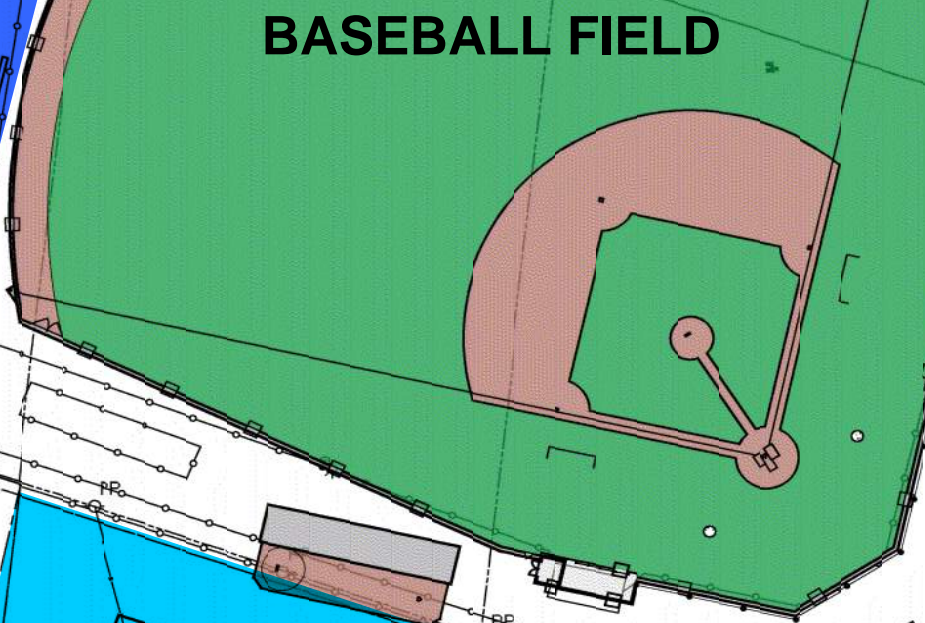
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MAIN ENTRY

PARENT DROP

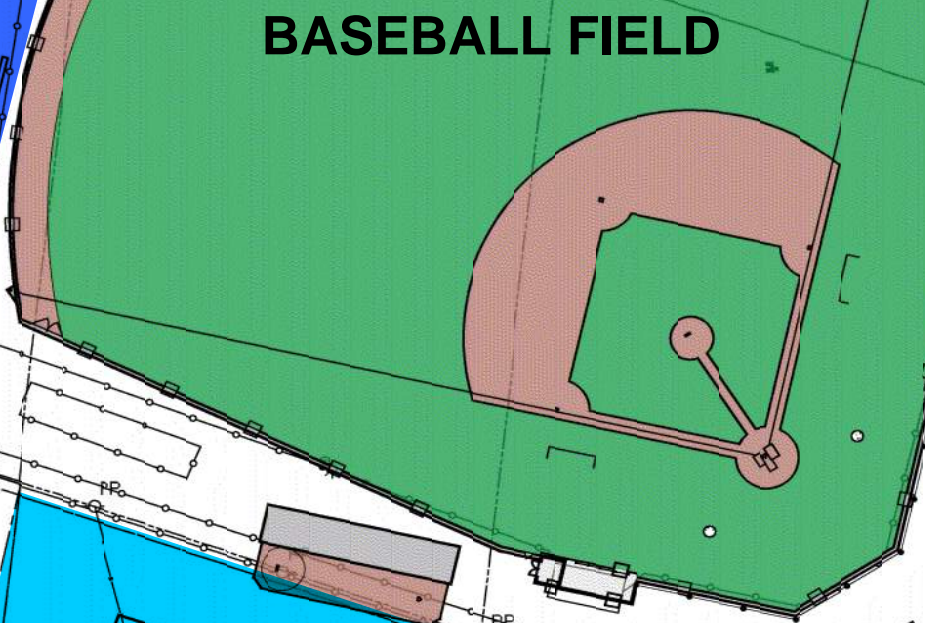
RED DEVIL DRIVE

CITY ARTS PARK

ARTS PARK AREA  
5.15 ACRES

1350 EAST

CITY PARK WITH PLAYGROUND



## Exhibit C

### Property Exchange

**Property to District (13.32 acres).** As shown on the Campus Site Plan, City plans to deed to District the following properties in the approximate amounts of property listed:

- Property E (6.38 acres)
- Property C (6.94 acres)

City shall maintain Property B (City's Arts Park) and the property immediately adjacent to Hobble Creek in Bird Park (Property E) where City currently has a trail with a tree canopy.

**Property to City (23.37 acres, along with 3.12 Hillside acres).** District plans to deed to City the following properties in the approximate amounts of property listed:

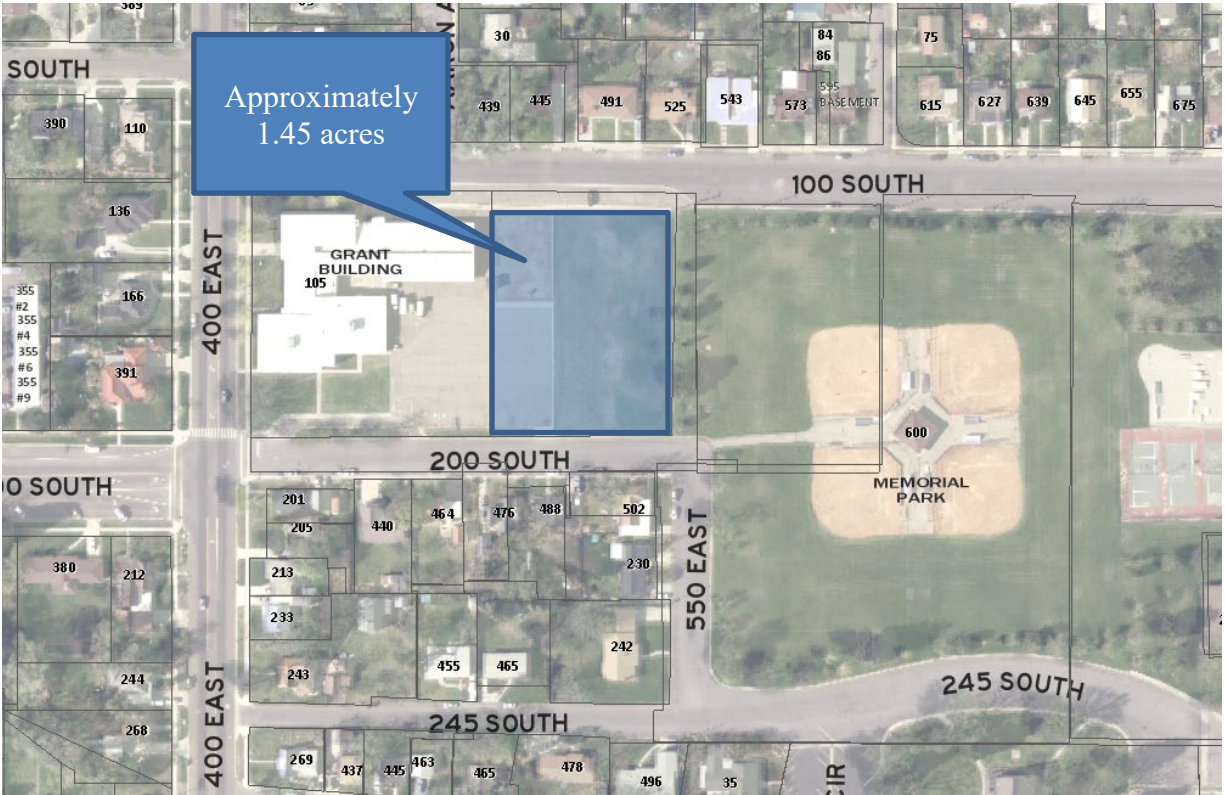
As shown on the Campus Site Plan:

- Property A (4.07 acres)
- Property D (7.93 acres)
- Property F (1.23 acres)
- Property G (5.91 acres)
- Property H (0.93 acres)
- Memorial Park (1.45 acres)
- Meadow Brook Elementary (1.85 acres)

## EXHIBIT C-1

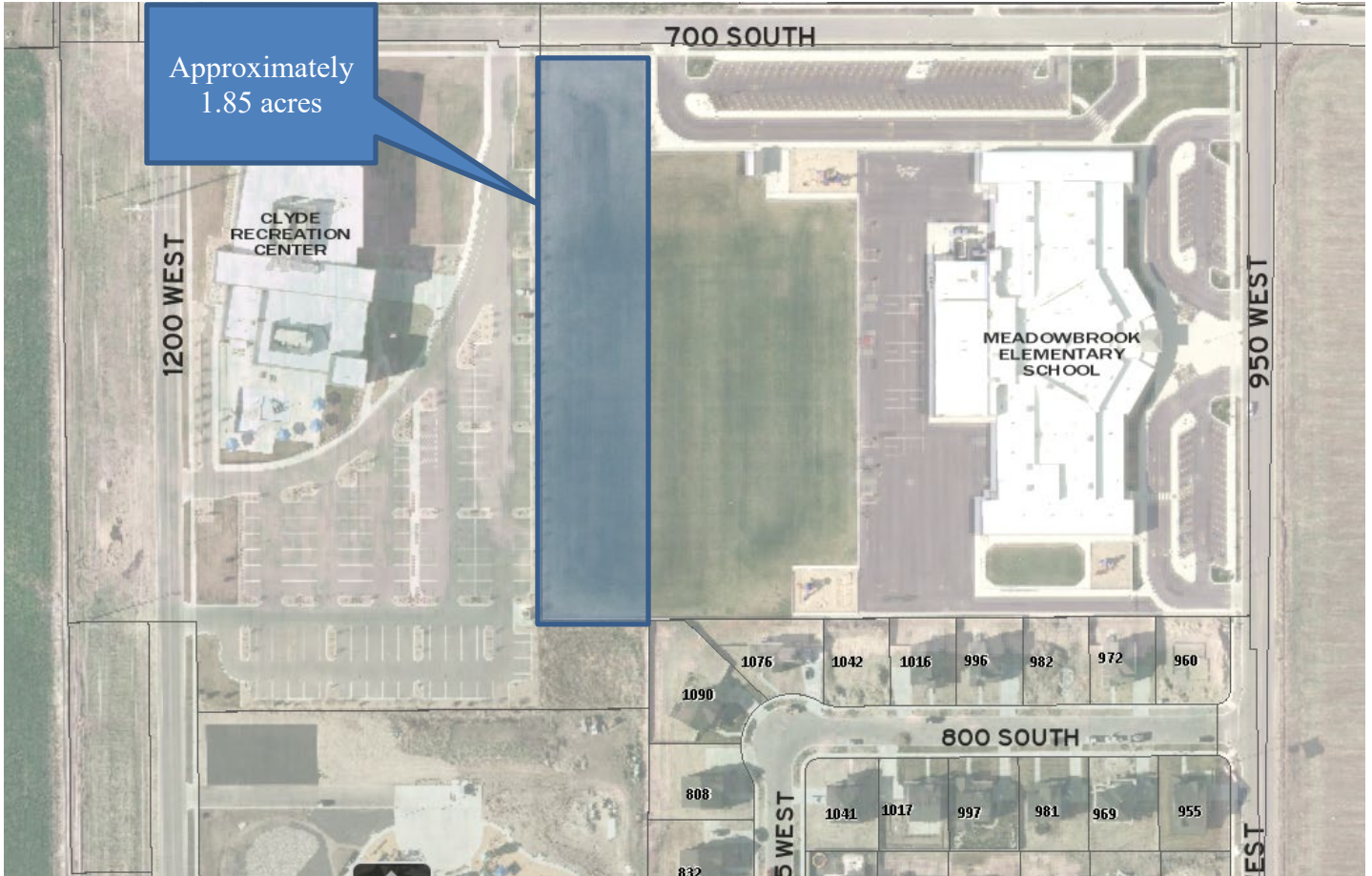


# Grant School Property



# EXHIBIT C-2

## Meadow Brook Elementary School Property



## EXHIBIT D

### Park Improvements

District shall construct the below listed improvements at District's sole cost. All improvements must be approved by the City prior to installation and at time of completion for the improvements to be considered to meet the requirements of this Joint Resolution.

- Property G.
  - Pony & Softball Fields. One pony field and one softball field as shown on the Campus Site Plan and both of the pony and softball fields shall include the following improvements:
    - Diamond infields and grass turf outfields
    - Fencing for backstops and dugouts
    - Bleachers
    - Lights for night playing
    - Electronic scoreboards
    - All concrete associated with the two fields
    - Two batting cages
  - Snack Shack. A snack shack in the middle of the pony and softball fields, which snack shack shall contain at least the amenities City's current snack shack contains (e.g. restrooms, concessions area, storage and official's area).
  - Open Grass. Located around the pony and softball diamonds.
    - Grass turf, trees and irrigation covering the entire parcel
    - Lights for night playing and activities
- Property D. Improvements:
  - Grass turf, trees and irrigation covering the parcel where the parking lot and walking paths aren't shown on the Campus Site Plan
  - Walking paths, pavilion, large playground (approximately \$120,000 in 2020 dollars), playground infrastructure, tables, benches, etc.
  - Parking lot
  - Curb and gutter around the park
- Property F. Improvements:
  - Grass turf, trees and irrigation covering the parcel where there is no playground
  - Small playground (approximately \$30,000 in 2020 dollars) and playground infrastructure
- Property A. Improvements (total improvements amount to \$150,000 in 2020

dollars):

- Trail running through the entire length of the property
- Grass turf, trees and irrigation covering portions of the flat area
- Property H. Improvements:
  - Six pickle ball courts with fencing, nets and all other improvements typically associated with pickleball courts.
  - Grass turf, trees and irrigation on the entire remaining property around the courts.