



## 20-Year Neighborhood Cooperation Agreement FAQs and FACTS

This FAQ was prepared by Andy Williams to answer questions you might have prior to our Neighborhood Meeting on July 29<sup>th</sup>, 2018 at St Luke's Lutheran Church.

Pace has asked the WPNA to amend the Neighborhood Long Term Cooperation Agreement (the "20 Year Agreement") between the school and the WPNA to allow proposed expansion plans which currently are not permitted by the Conditions of the Agreement and the Master Campus Plan. Here are some **FAQs** and answers (**FACTS**) regarding this request. The Agreement is available in its entirety on the WPNA website: <https://westpaces.wildapricot.org>. From the Homepage, click on "Pace Academy Relations."

### **1. What is the "Campus Master Plan?"**

The Campus Master Plan is a site plan of the Pace campus showing areas of permitted development, attached as an exhibit to the 20 Year Agreement.

### **2. What are "Conditions" of the Agreement?**

Conditions of the 20 Year Agreement are a set of written terms and conditions, attached as an Exhibit to the 20 Year Agreement, governing additional development within the Pace campus.

### **3. Is Pace breaking the 20 Year Agreement by asking for an amendment before the 20 year term is up?**

No. Either party to the Agreement, WPNA or Pace, can ask to amend the Agreement at any time. However, changes cannot be made unless both parties agree.

### **4. Who decides whether to amend the Agreement?**

The WPNA Board of Directors must approve any amendment to the 20 Year Agreement.

### **5. Has the WPNA Board already approved the changes to the Master Plan requested by Pace?**

No.

### **6. If WPNA agrees to this Amendment, may Pace ask for additional amendments in the future?**

Yes, either party can ask to amend the Agreement at any time. However, future additional changes would require the agreement of both parties.



**7. Has the Agreement ever been amended?**

Yes, twice. Once to re-locate a fence behind contiguous Wood Valley residents, and again for the Emergency Alert System (Weather/Security). In the first instance, contiguous Wood Valley residents agreed, so the WPNA Board voted to approve. In the second instance, the WPNA Board voted to approve on behalf of the neighborhood association.

**8. When will the WPNA Board decide on Pace's request?**

The 20 Year Agreement does not provide a timeline or deadline for responding to a request for an amendment. However, the members of the WPNA Board would like to provide their response to Pace once a sufficient opportunity for input from the neighborhood residents has been provided.

The Neighborhood Meeting scheduled by the WPNA for July 29 is for this purpose: Sunday, July 29 at 7:00 pm, St. Luke Lutheran Church, 3264 Northside Parkway.

At present the WPNA Board is scheduled to meet on August 20 to discuss Pace's request.

**9. Must Pace-affiliated members of the WPNA Board of Directors recuse themselves from this decision?**

No, but they must disclose any conflict of interest in matters before the Board.

**10. May Pace proceed with its plans if the WPNA Board of Directors does not approve their requests?**

No. Pace would be in violation of the 20 Year Agreement if it proceeded with its plans without the approval of the WPNA. In this circumstance, the WPNA would be entitled to enjoin Pace from taking the unapproved actions.

**11. What is the role of the NRC in this process?**

The Neighborhood Relations Committee (the "NRC"), established by the 20 Year Agreement, does not have the authority to amend the 20 Year Agreement.

The NRC does have the authority to resolve certain disputes arising under the 20 Year Agreement; however, there is no dispute with Pace regarding the terms of the 20 Year Agreement, only a request by Pace to the WPNA Board to amend the current terms.

**12. Can Pace acquire additional residential properties in the neighborhood for its expansion plans?**

No. Under the 20 Year Agreement Pace is restricted from acquiring additional residential property for conversion to non-residential use within one mile of its existing campus.



**13. Can Pace build a driveway or use the existing driveways at 3311 or 3325 Rilman Rd. (remaining from the now-demolished homes) to provide access and/or parking from Rilman Rd. to the new athletic field?**

No. Under the 20 Year Agreement Pace is not allowed to provide access to the rear practice field from Rilman Road. Any change to this restriction would need to be a part of any amendment to the 20 Year Agreement.

**14. Must Pace obtain WPNA's approval to demolish, redesign and/or reconstruct the Randall House?**

No. However, Pace's preliminary design for the new lower school building provides for a portion of the building to be located outside of the current permitted building area on the Campus Master Plan. This encroachment would need to be a part of any amendment to the 20 Year Agreement.