

# Virginia-Highland Pool – FAQ's

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Virginia-Highland Pool Association (VHPA) submitted a proposal to Atlanta Public Schools (APS) for the development of a pool on the Field of Dreams site. Over the last several months, APS and VHPA negotiated a draft pre-development agreement, upon which both parties have tentatively agreed (pending Atlanta Board of Education approval). The Pre-Development Agreement affords the VHPA the time and resources to develop a comprehensive plan that will be presented to the community in future engagement sessions.

The questions below were submitted to the Virginia-Highland Civic Association. The answers were drafted collaboratively by APS and VHPA and will be discussed in more detail during tonight's presentation.

## Operations

**Question 1:** What oversight does APS retain over pool operations?

**Answer 1:** The pool will be operated by the VHPA and it will have full control over all operations. APS may have some enforcement mechanisms for key operation parameters in a future ground lease but that is still to be determined.

**Question 2:** Who is responsible for safety, supervision, and incident response?

**Answer 2:** The pool will be operated by the VHPA and it will have full control over all operations, including any safety, supervision, and incident response.

**Question 3:** Will APS disciplinary policies apply to student behavior at the pool?

**Answer 3:** If a building or site is leased out and no longer used as a full-time "official" APS location, the participants engaging in the programming are not tied to our code of conduct and the location is considered "off-campus." However, there are two exceptions; (a) if there is an APS event at the facility, such as an APS swim/dive meet/practice, or (b) code 10.4 of the Code of Conduct includes some off-campus discipline offenses but that includes anywhere "off-campus."

**Question 4:** How will access be monitored and enforced?

**Answer 4:** The VHPA will be responsible for monitoring and enforcing access. Specific plans for monitoring and enforcing access will be developed during the pre-development phase.

**Question 5:** Who governs programming decisions, fee structures, and access in the long run?

**Answer 5:** The pool will be operated by the VHPA and it will have full control over all operations. The pre-development agreement outlines fee structures for out-of-City guests/users as well as access and programming for APS students, both during the school year and over the summer. More detail on this can be found in question 7 below.

**Question 6:** How will you prevent APS kids from being dropped off?

**Answer 6:** Per the Development Agreement, APS students under the age of 14 must be accompanied by an adult.

## Access and Usage

**Question 7:** Will APS students have meaningful access during the summer?

**Answer 7:** Per the Development Agreement, APS students will have (at a minimum) 4 hours of free access Monday–Friday and 3 hours of free access on Sundays during the summer. In the current version of the agreement, the number of free students per day will be limited to 30% of the pool's capacity. In the current version of the agreement, the specific hours of access are set at the sole discretion of the VHPA.

**Question 8:** Will the public be able to use the pool outside of APS hours?

**Answer 8:** Yes. The pool will be open to the public during summer and winter. Exact public use hours and fees have yet to be determined by VHPA.

**Question 9:** Is the pool intended for all APS clusters or just Midtown?

**Answer 9:** The pool is intended for and available to all APS students.

**Question 10:** Will there be swim lessons, lap swim, or open swim times?

**Answer 10:** Yes. Exact public access hours and public access fees will be determined by VHPA at a later date.

**Question 11:** Are there barriers to access for lower-income families?

**Answer 11:** See Question 7 for access for APS students during the summer. The exact hours of operation and fees are still not determined at this time by VHPA, but there is anticipated to be a mix of public and private hours and a mix of fee structures. Depending on the final fee structure, there could be a financial burden to non-student members of a lower-income family.

**Question 12:** What is the membership structure, and are there limits?

**Answer 12:** There will be limits to the memberships sold. The exact number and structure will be determined after the pre-development agreement is signed and more robust planning can take place.

## Funding and Financial Model

**Question 13:** Will the project generate revenue—and who benefits from it?

**Answer 13:** VHPA is a non-profit. No one will profit from the pool. Any revenue generated will support the original capital funding, as well as ongoing operations and maintenance of the pool. APS and its students and families will benefit from this as APS will get a new pool facility for school year team practices/meets and general student access during the summer, with no outlay of capital or operating funds by APS.

**Question 14:** Is fundraising underway, and what is the financial goal?

**Answer 14:** No, fundraising will not begin until the pre-development agreement is signed. The goal will be set during pre-development following initial concept plans and community engagement. The fundraising will, however, need to meet the anticipated capital expenditures of \$3M - \$10M (very wide range based on the future design and fundraising capabilities), as well as fundraising or membership fees to cover the operating costs for private use, public use, and APS use.

**Question 15:** Will donor expectations restrict changes to the plan later?

**Answer 15:** Summer operating hours could be shaped by the types of donors that contribute to the project. We will learn more as we raise money. The impact on access and operating hours will be discussed in future community engagement sessions.

**Question 16:** Will the project impact taxes or require public subsidy?

**Answer 16:** This project will not require public subsidy and will not directly impact taxes.

## Governance, Lease Terms, and Oversight

**Question 17:** Once a pre-agreement is signed, how binding are the terms?

**Answer 17:** The terms specific to the pre-development period are binding, but references to terms that may be included in the ground lease (e.g., the lease term, APS access assumptions, etc.) are not binding until the lease is signed.

**Question 18:** How long is the lease, and what happens after it ends?

**Answer 18:** The lease has not been signed nor fully developed/negotiated. The pre-development agreement references that APS and the VHPA “intend to enter into a 16-year ground lease agreement.”

APS retains ownership of the land and could ultimately choose to do whatever it wants with the land once any lease concludes. If desired by both parties, VHPA and APS could draft a new

agreement to continue operations in a similar manner. Other pools in Atlanta (like Garden Hills and Chastain) that operate under a similar model have 5-year MOUs with the city that have been renewed consistently for over 20 years.

**Question 19:** What is the difference between a pre-agreement and a formal agreement?

**Answer 19:** The pre-development agreement outlines the responsibilities, timelines, and financial obligations of VHPA during the pre-development phase, up to, but not including the construction phase. It affords VHPA the time and resources (via fundraising) to develop a comprehensive plan that will be shared with the community. It also includes a few key terms that may be included in a future lease.

## Equity and Public Benefit

**Question 20:** Why was this neighborhood selected over others with fewer resources?

**Answer 20:** This site wasn't "selected over others." APS was approached by a member of the Virginia-Highland community with a vision for a public/private partnership to fulfill a need for more year-round pool space in the area. APS was willing to agree to it in principle, pending Board approval, for the reciprocal use of the facility for swim/dive practice/meets for APS students.

**Question 21:** Could existing city pools be improved or reopened instead?

**Answer 21:** This is an agreement between APS and VHPA and does not involve any city pools.

## APS Land Usage

**Question 22:** Could the site support school needs like academic overflow or field space?

**Answer 22:** The site could support field space usage and is most likely too small/tight for any significant academic overflow usage.

**Question 23:** Was a broader land use analysis completed by APS?

**Answer 23:** No, not at this time. APS agreed to entertain this unsolicited offer as a means to increase swim and dive practice and meet space for their athletic teams.

## Traffic, Parking, and Safety

**Question 24:** What is the plan for parking during daily use and events?

**Answer 24:** This type of detail will not be known until APS and VHPA are further along in the pre-development agreement. It is anticipated that the site could have a small lot, but there is street

parking in the area. Additionally, VHPA is in conversations with Georgia Power about a potential formal lease for their lot to the south on weekends and after 5 p.m.

**Question 25:** What mitigation is planned for congestion at Ponce Place & Virginia Ave?

**Answer 25:** This will be better answered after the pre-development agreement is signed and a concept site plan can be developed. Except for certain larger swim meets, this isn't the kind of development that will drive a large amount of traffic.

**Question 26:** Have agreements been confirmed with VHE or Georgia Power for off-site parking?

**Answer 26:** VHE parking could be leased by VHPA during the summer at the rates charged for normal APS usage. If available, APS could use the VHE parking lot for some APS events. VHPA has had conversations with Georgia Power about using a potential formal lease for their lot to the south on weekends and after 5 p.m.

**Question 27:** Will there be dedicated drop-off areas or bike parking?

**Answer 27:** This type of detail will not be known until APS and VHPA are further along in the pre-development agreement. The exact site plan is yet to be determined and will be developed following the signing of the pre-development agreement, but we would like to incorporate both of these, especially bike parking.

**Question 28:** Have any promises been made about permitted street parking for neighbors?

**Answer 28:** Specific parking plans has not been contemplated this early in the process and no promises have been made regarding permit parking for neighbors.

## Land Use and Policy

**Question 29:** Will this lot have to be rezoned given it is R-4 currently?

**Answer 29:** APS is generally exempt from zoning on its properties, but it will be up to the requirements on VHPA as laid out by the city, including potential rezoning and potential issuance of special administrative permits.

**Question 30:** Is a permit required for large-scale swim meets as the City of Atlanta requires for other large events?

**Answer 30:** No, we do not believe this will be necessary for APS swim meets, but non-APS swim meets may be required and will be part of VHPA's discussions with the City on this development.

**Question 31:** Will alcohol be permitted on-site?

**Answer 31:** No, as alcohol is not permitted on APS-owned property.

**Question 32:** What governs late-night events? Just the noise ordinance?

**Answer 32:** Noise and other city ordinances will govern any potential late-night activity at this site.