Agenda

Planning and Zoning Commission

September 15, 2020
6:00 PM
This meeting will be vitual and conducted via Zoom. See the City's website (www.greenvillenc.gov) for details.

Assistive listening devices are available upon request for meetings held in the Council Chambers. If an interpreter is needed for deaf or hearing impaired citizens, please call 252-329-4422 (voice) or 252-329-4060 (TDD) no later than two business days prior to the meeting.

I. **Call Meeting To Order**

II. **Invocation -** Hap Maxwell

III. **Roll Call**

IV. **Approval of Minutes**

1. August 18, 2020 and August 20, 2020

Preliminary Plats

2. Request by CR Development, LLC. The proposed preliminary subdivision plat entitled, "Brook Hollow, Section 5", is located on the north side of Dickinson Avenue near the intersection of the same and Williams Road, and is further identified as parcel numbers 03077, 22777 and 07914. The proposed plat consists (132) lots and 71.69 acres.

Text Amendment

3. Request by the Planning and Development Services Department to amend the City Code by amending Article J. to create standards for Agricultural Master Plan Communities

V. Adjournment

City of Greenville, North Carolina

Meeting Date: 9/15/2020
Time: 6:00 PM

Title of Item: August 18, 2020 and August 20, 2020

Explanation:

Fiscal Note:

Recommendation:

ATTACHMENTS:

Minutes - Aug 18, 2020
Minutes - Aug 20, 2020
Rich Balot
Joni Torres
Albrecht McLawhorn
Tom Feller
Michael da Silva
Dave Caldwell
Kathryn Verbanac

DRAFT MINUTES FOR THE GREENVILLE PLANNING AND ZONING COMMISSION

AUGUST 20, 2020

The Greenville Planning and Zoning Commission met via electronic media on the above date at 6:00 pm.as a continuation of the recessed meeting from August 18, 2020. Due to COVID 19 safety measures, commission members connected electronically to the meeting from their own locations.

Chairman Robinson said that recent actions by the North Carolina General Assembly has changed the way the commission will vote. The Planning and Zoning Commission met on August 18, 2020 at 6PM via ZOOM and in keeping with the laws related to electronic meeting the items from that meeting were recesses until today. The public hearings were already held. This meeting is to discuss the item and then vote on the item in question.

Mr. Les Robinson - Chair *

Mr. Kevin Faison - *	Mr. Allen Thomas - *
Mr. Michael Overton -*	Mr. John Collins - *
Mr. Alan Brock - *	Mr. Hap Maxwell - *
Mr. Billy Parker - *	Mr. Brad Guth - *
Mr. Max Ray Joyner III - *	Mr. Chris West – *

The members present are denoted by an * and the members absent are denoted by an X.

Mr. Robinson asked if all those who were present on August 18, 2020, were present for tonight's meeting.

The Clerk confirmed that the same members were present for both meetings.

Chairman Robinson asked the commission if they all received the public comments pertaining to the agenda items.

VOTING MEMBERS: Robinson, Overton, Parker, Joyner, Maxwell, Collins, Faison, Guth, and West. Due to a clerical error, Alan Brock participated in the voting on Items 2 and 3 instead of Mr. Guth.

PLANNING STAFF: Chantae Gooby, Chief Planner; Bradleigh Sceviour, Planner II; Tony Parker, Planner I; Thomas Barnett, Director of Planning Services

OTHERS PRESENT: Emanuel McGirt, City Attorney; Kelvin Thomas, Communication Technician

OLD BUSINESS

Rezonings:

2. REQUEST BY AMY A. EDWARDS TO REZONE A TOTAL OF 14.221 ACRES LOCATED ALONG PORTERTOWN ROAD BETWEEN EASTERN PINES ROAD AND NORFOLK SOUTHERN RAILROAD FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO CG (GENERAL COMMERCIAL) – 5.038 ACRES AND R6 (RESIDENTIAL [HIGH DENSITY RESIDENTIAL]) – 9.183 ACRES.

Mr. West asked to be recused due to a potential financial opportunity.

Motion made by Mr. Joyner, seconded by Mr. Maxwell, to recuse Mr. West from voting on this item. Motion passed unanimously.

Mr. Maxwell addressed potential flooding issues in areas below the area requested for rezoning. He asked staff if residents are made aware of flooding potential, or if staff recommends flood insurance.

Daryl Norris, Public Works Engineer stated part of the city's flood management program is educational outreach, and the city encourages every household to carry flood insurance.

Mr. Maxwell asked about Willow Run and any flooding they may have experienced in the past.

Mr. Norris said the information is in the city's master plan. Engineers model flood potential and look for areas that are prone to flooding. He also stated that the city does contact residents in repetitive loss areas to disburse further flood information.

Mr. Robinson asked how mortgage companies or lenders could find this information.

Mr. Norris said companies typically look at floodplain maps, but do have the ability to reach out to staff. If the potential property is in a floodplain, lenders will require flood insurance.

Mr. Maxwell commented that he is seriously concerned that flood related issues in the new development have not been looked at in sufficient depth prior to the vote.

Motion made by Mr. Overton, seconded by Mr. Joyner, to recommend to approval for the proposed amendment to advise that it is consistent with the Comprehensive Plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed 7:1. Voting in favor: Overton, Faison, Brock, Parker, Joyner and Collins. Voting in opposition: Maxwell.

3. REQUEST BY HAPPY TRAIL FARMS, LLC TO REZONE A TOTAL OF 33.849 ACRES LOCATED NORTH OF THE INTERSECTION OF HERMAN GARRIS ROAD AND PORTERTOWN ROAD FROM RA20 (RESIDENTIAL – AGRICULTURAL) TO R6S (RESIDENTIAL SINGLE FAMILY [MEDIUM DENSITY]).

Motion made by Mr. Brock, seconded by Mr. West, to recommend to approval for the **proposed amendment to advise that it is consistent with the Comprehensive Plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.**

Text Amendment:

4. ORDINANCE REQUESTED BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT TO AMEND THE CITY CODE BY CREATING A USE CLASSIFICATION AND ASSOCIATED STANDARDS FOR SMALL PRIVATE SCHOOLS.

Mr. Robinson referred the Commission to comments that were received via the public input email. See attached. Mr. Robinson said that Ms. Joni Torres requested that Mr. Overton be recused because of a financial contribution to JPII. He looked into this, and stated a member can only be recused if the member stands to gain financially from the relationship. If not, the member cannot request to be recused. He further stated that the Overton Group made a financial contribution of $250 that was solicited by someone other than the applicant. He understood that the contribution was to go towards scholarships, and that Mr. Overton is not on any Board of Directors or Trustees.

Mr. Overton said that the contribution was for a fund raiser to raise money for financially disadvantaged families who wished to have their children attend JPII. He also added that serving on the Planning and Zoning Commission is not an easy task and that he serves out of a dedication to the city.

Mr. Robinson stated that as a lawyer he understood that the standard is the member should have a reasonable possibility of significant direct financial gain before recusing themselves.

Mr. McGirt agreed and said there was no evidence of conflict of interest between Mr. Overton and JPII. He shared on screen the language he referenced.

Mr. Guth advised the chair that there was a clerical error and that he should be voting. Mr. McGirt and Mr. Robinson agreed and advised that Mr. Guth should be voting.

Mr. Robinson asked for discussion of the item from the commission.

Mr. Maxwell who said the process of the amendment has been flawed. There are hundreds of residents who are not having their voices heard. He spoke about the history of the text amendment and said it would have a negative impact on current and possible new neighborhoods and future private schools. He said he is in opposition to the text amendment stating he felt it was not fair to the neighbors.

Motion made by Mr. Maxwell, seconded by Mr. Collins, to recommend to denial of the proposed text amendment. Motion failed by a vote of 3:5. Voting in favor: Maxwell, Collins, and Guth. Voting in opposition favor: Overton, Parker, Joyner, Faison, and West.

Mr. Collins said he agreed with Mr. Maxwell, and that the increase in decibels to a cap at 75 is unacceptable, citing the percentage of perceived volume increase as the reason for his decision.

Mr. Guth said that the Special Use Permit (SUP) process is being ignored, and that a precedent is being set by bypassing the SUP process. He is concerned future developers will bypass the SUP by going right for a text amendment.

Mr. Parker asked if any new schools would fall under the text amendment.

Ms. Gooby confirmed and said also that any current schools were to expand the existing facilities and fall within the use description then they would have to comply.

Mr. Faison said that then if the amendment fails JPII will continue operate under the SUP. Both sides had to give up somethings to reach a consensus. He felt staff did a good job trying to work with the two parties. He also said he felt there were less restrictions with the SUP as opposed to the text amendment.

Mr. Maxwell reminded the commission of the petition that was brought before them, and that those who were vocal were not just the efforts of a few people, citing over 230 signatures.

Mr. Joyner said the petitioners sent the document to over 500 addresses and had a 50/50 return on them. He also said this was a tough choice, but he was going to support the text amendment.

Mr. Collins said he did not believe it was 50/50. He said you cannot get everyone to participate in petitions. He asked how many households actually came out in support of the amendment.

Mr. Faison said that this is why he wanted to know how many households were being impacted. He said the signatures could be a large representation or small.

Mr. Collins said the neighborhood overwhelmingly does not support the amendment. There were no petitions supporting the text amendment.

Mr. Guth stated that this should be a SUP issue. Once at the BOA, the issue is limited to the finding of facts.

Mr. Maxwell said there were 304 signatures from 235 households.

Mr. Robinson said he uses his legal training to examine the SUP, and one thing that concerns him is the SUP allows JPII to sponsor any event without restraint.

Motion made by Mr. Joyner, seconded by Mr. Faison, to recommend to approval for the proposed text amendment. Motion passed by a vote of 5:3. Voting in favor: Overton, Parker, Joyner, Faison, and West. Voting in opposition: Maxwell, Collins, and Guth.

ATTACHMENTS:
IN FAVOR
Rich Balot email and photo

IN OPPOSTION
Joni Torres
Albrecht McLawhorn
Thomas Feller
Michael da Silva - 3 attachments
Robert "Dave" Caldwell - 3 attachments
Kathryn Verbanac

Land Use Plan Amendment:

5. REQUEST BY LANGSTON FARMS, LLC TO AMEND THE FUTURE LAND USE AND CHARACTER MAP FOR 1.881 ACRES FROM OFFICE/INSTITUTIONAL TO COMMERCIAL FOR THE PROPERTY LOCATED AT THE NORTHEASTERN CORNER OF THE INTERSECTION OF SOUTH MEMORIAL DRIVE AND REGENCY BOULEVARD.

Motion made by Mr. West, seconded by Mr. Parker, to approve the Future Land Use Plan amendment. Motion passed unanimously.

NEW BUSINESS

Rezonings:

6. REQUEST BY P.B. BUILDERS, LLC TO REZONE A TOTAL OF 9.873 ACRES IN THE COBBLESTONE SUBDIVISION AT THE TERMINUS OD QUAIL DRIVE FROM RA20 (RESIDENTIAL-AGRICULTURL) TO R6 (RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]).

Motion made by Mr. Overton, seconded by Mr. Joyner, to recommend to approval for the proposed amendment to advise that it is consistent with the Comprehensive Plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.

7. REQUEST BY STARK HOLDINGS, LLC AND TRADE HOLDING COMPANY, LLC TO REZONE A TOTAL OF 5.756 ACRES LOCATED BETWEEN WEST 10TH STREET AND WEST 8TH STREET AND WEST OF SOUTH WASHINGTON STREET FROM CDF (DOWNTOWN COMMERCIAL FRINGE) AND IU (UNOFFENSIVE INDUSTRY) TO CD (DOWNTOWN COMMERCIAL).

Motion made by Mr. Joyner, seconded by Mr. West, to recommend to approval for the **proposed amendment to advise that it is consistent with the Comprehensive Plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.**

8. Adjournment

Motion made by Mr. West, seconded by Mr. Faison, to adjourn the August 20, 2020 Planning and Zoning Meeting. Motion passed unanimously.

ADOPTED MINUTES FOR THE GREENVILLE PLANNING AND ZONING COMMISSION

August 18, 2020

The Greenville Planning and Zoning Commission met via electronic media on the above date at 6:00 pm. Due to COVID-19 safety measures, commission members connected electronically to the meeting from their own locations.

Chairman Robinson said that recent actions by the North Carolina General Assembly has changed the way the commission will vote. Members will hear the item along with the public hearing, the public hearing will be closed, and the item will then be voted on to recess until a special meeting of the Planning and Zoning Commission on August 20, 2020 at 6PM. This will allow the public 24 hours after the hearing is closed to send in written comments via email which will then be presented to the commission. There will not be any public hearings or input during the August 20, 2020 meeting. The commission will discuss the item and then vote on the item in question.

Mr. Les Robinson - Chair *

Mr. Kevin Faison - *	Mr. Allen Thomas - *
Mr. Michael Overton -*	Mr. John Collins - *
Mr. Alan Brock - *	Mr. Hap Maxwell - *
Mr. Billy Parker - *	Mr. Brad Guth - *
Mr. Max Ray Joyner III - *	Mr. Chris West – *

The members present are denoted by an * and the members absent are denoted by an X.

VOTING MEMBERS: Robinson, Overton, Parker, Joyner, Maxwell, Collins, Brock, Faison, West.

PLANNING STAFF: Chantae Gooby, Chief Planner; Bradleigh Sceviour, Planner II; Tony Parker, Planner I; Margo Castro, GIS Technician II

OTHERS PRESENT: Emanuel McGirt, City Attorney; Kelvin Thomas, Communication Technician; Thomas Barnett, Director of Planning and Development Services

MINUTES: Motion made by West, seconded by Mr. Joyner, to accept the minutes from the July 21, 2020 meeting. Motion passed unanimously.

OLD BUSINESS

Rezonings:

2. REQUEST BY AMY A. EDWARDS TO REZONE A TOTAL OF 14.221 ACRES LOCATED ALONG PORTERTOWN ROAD BETWEEN EASTERN PINES ROAD AND NORFOLK SOUTHERN RAILROAD FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO CG (GENERAL COMMERCIAL) – 5.038 ACRES AND R6 (RESIDENTIAL [HIGH DENSITY RESIDENTIAL]) – 9.183 ACRES.

Mr. Brad Sceviour delineated the property. The property is in the eastern portion of town and is at the corner of Eastern Pines Road and Portertown Road. The land is split into two tracts, both zoned RA20 (Residential-

Agricultural), and totaling 14.221 acres. Currently, the property is vacant. The property is not in the flood plain, however it is in Hardee Creek Watershed. If storm water rules apply, then 10-year detention as well as nitrogen and phosphorus reduction would be required. There is an anticipated increase of 4,688 vehicle trips per day. The current zoning allows 10 single-family lots on tract one and 18 single-family lots tract two. Under the new zoning, there could be 43,000 square feet of commercial space on tract one and 110 multifamily units on tract two. In staff's opinion the request in compliance with Horizons 2026 Community Plan and the Future Land Use and Character Map. Staff recommends approval.

Mr. Robinson opened the public hearing.

Mike Baldwin spoke in favor of the rezoning.

Mr. Robinson asked the clerk to read into the record emails that was received via the public input email. See below.

Mr. Robinson closed the public hearing.

WRITTEN COMMENTS FORWARDED TO THE PLANNING AND ZONING COMMISSION

Ordinance requested by Amy A. Edwards to rezone a total of 14.221 acres located along Portertown Road between Eastern Pines Road and Norfolk Southern Railroad from RA20 (Residential-Agricultural) to (CG (General Commercial) – 5.038 acres and R6 (Residential [High Density Residential]) – 9.183 acres.

1. Bob Williams
   1330 Portertown Road

To Whom It May Concern:

I have watched Greenville experience incredible growth over the last 25 years. However, I am writing to express concerns about this proposal on Portertown Road without the wisdom and planning necessary to prevent negative consequences for the citizens of Greenville.

Since 1995, Food Lion, Lowes, Walmart and other shoppes have added jobs and revenue to the community. There are also lessons that can be learned from this expansion. The necessary roads and traffic patterns were not in place prior to these developments.

For example, a turning lane was squeezed in on Portertown Road without widening the road. Vehicles cross over the white lines every day; mailboxes are struck on a regular basis and people do not feel safe. Every day, pedestrians are more and more at risk of being struck by vehicles traveling too fast on Portertown Road that is not equipped to handle the volume. Portertown already has considerable delays in all directions due to the volume. The citizens living on Portertown Road and surrounding neighborhoods have suffered many unintended consequences from the ever increasing traffic on the road.

The planning and development of the property proposed for rezoning could make a positive contribution to our community. However, developing this property prior to addressing the considerable traffic issues that already exist here would leave the citizens nearby vulnerable to even more dangerous traffic concerns and further harm.

Additionally, the parcel in question was totally under water after hurricane Floyd. This will require the entire area to be elevated to accommodate residential and commercial buildings and increase the water run off to other properties in the area.

The state funds to support the roundabout/Portertown widening and other necessary enhancements to the traffic patterns have been pushed back several years due to the Coronavirus and other unanticipated expenses. Therefore, I am writing to vehemently oppose this proposal until the appropriate infrastructure is in place to prevent turning the area into a chaotic and unsafe place to live.

2. Joseph Davis

I'm writing in regard to the rezoning request for the property near the corner of Eastern Pines and Portertown Rd. Myself and my neighbors have many concerns about this area being further developed. At certain times of the day it is nearly impossible to make a left turn there, off of Easter Pines, which has gotten worse here in the last year with Bills hotdogs patrons pulling out onto Portertown blocking any view for someone going left off Eastern Pines. Something would have to be done BEFORE any rezoning request is considered.

Since this piece land is right next to mine I would like to share some history about it. When Greenville flooded during 1999 about 80% of that land was under water. All of that water ran into lake Glennwood which led Eastern Pine rd being washed out for months, flooding down stream of another subdivision, closure of the bridge on Portertown rd. That land soaked up a lot of that water, my concern is once someone puts a business there and paves that's just more water running into our lake.

Many animals live and use that area to move around this area. Hawks, owls, and even an eagle have nested and perched on the trees along that area. Deer also use it to cross both Eastern Pine and Portertown rd. You ask anyone who comes up Eastern Pines in the morning on a fall day and I'm sure they will say they have seen deer, foxes, and rabbits crossing into that field. We have to leave them some green spaces, I mean it's in our city name Greenville shouldn't we try and think green maybe?

3. REQUEST BY HAPPY TRAIL FARMS, LLC TO REZONE A TOTAL OF 33.849 ACRES LOCATED NORTH OF THE INTERSECTION OF HERMAN GARRIS ROAD AND PORTERTOWN ROAD FROM RA20 (RESIDENTIAL – AGRICULTURAL) TO R6S (RESIDENTIAL SINGLE FAMILY [MEDIUM DENSITY]).

Mr. Brad Sceviour delineated the property. The property is in the southeastern quadrant of town and is located along Portertown Road. Currently the property is vacant. A portion of the property is located in the floodplain. The land is in the Hardee Creek Watershed. If storm water rules apply, 10-year detention and nitrogen and phosphorus reduction would be required. The project has the potential to increase traffic on Portertown Road by 766 trips per day. Under the current zoning, the property could accommodate 67 single family lots. If the rezoning occurs, there could be as many as 147 single family lots. In staff's opinion, the request in compliance with Horizons 2026 Community Plan and the Future Land Use and Character Map. Staff recommends approval.

Mr. Robinson opened the public hearing.

Mr. Mike Baldwin spoke in favor.

Mr. Robinson asked the clerk to read into the record emails opposing the rezoning. See below.

Mr. Collins asked Mr. Baldwin to address the tree and wetlands on the property.

Mr. Baldwin stated that the riparian buffers and the wetlands will be protected.

Mr. Robinson closed the public hearing.

COMPILATION OF WRITTEN COMMENTS FORWARDED TO THE PLANNING AND ZONING COMMISSION

1. Rob Klinger
   Portertown Rd property owner

I feel that inclusion of sufficient nearby property owners is lacking as none of the property owners for the neighborhoods Oak Hill or Oak Hill East appear to be included in this rezoning notification. These neighborhoods are sufficient in size and typical of the area and very close proximity to the subject property; even closer than some of the included properties. Not directly including these property owners is a disservice to the community and surrounding area.

The requested zoning of R6S is not consistent with surrounding neighborhoods and should not be approved. Rezoning of this tract of land should be consistent with surrounding properties and neighborhoods. These county roads are not designed for additional medium density traffic in the area and would put additional strain on local resources. Additionally, it would further strain the school district which is already at capacity.

Medium density housing is generally considered lower income housing with property values reflecting as such. Introducing these lower property values into this area will affect adjacent property values negatively. Forest Glenn, Oak Hill, Oak Hill East, and many other neighborhoods in the area will be subject to lower property values and likely widespread discontent among those property owners, myself included. Lower property values creates lower property tax revenues.

As a licensed general contractor, real estate investor, and owner of an adjacent property, I understand the short and long term impacts of this drastic rezone request as it is not consistent with surrounding properties and not in the best interest of the community and other surrounding property owners.

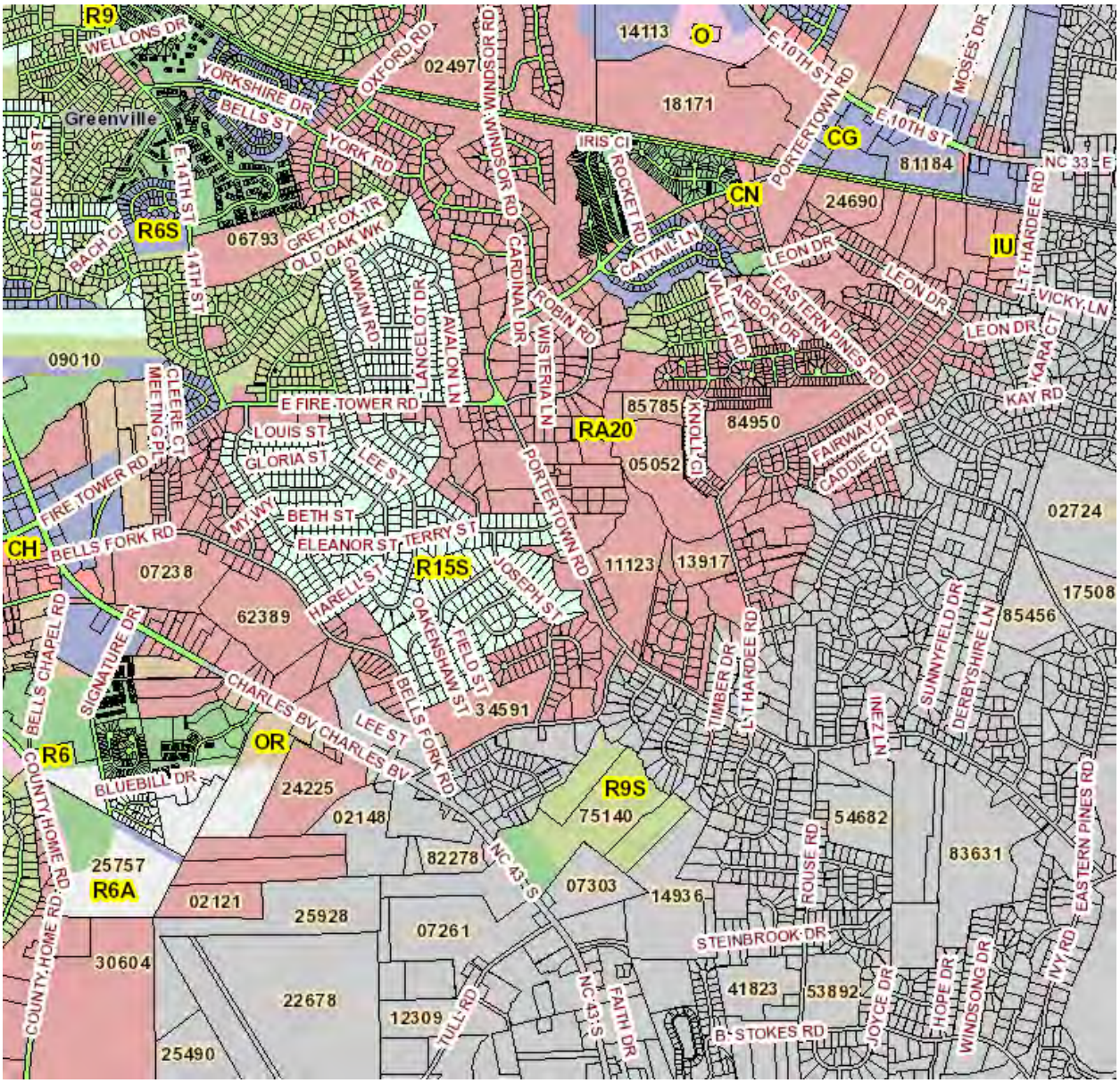
I strongly disagree with this rezone request and urge the Zoning Commission and the City Council to reject this request for the reasons provided above.

In lieu of a zoning designation of R6S, I would be supportive of a rezoning request similar to that of Forest Glenn and Oak Hill neighborhoods as this would be much more consistent with surrounding properties and lessen the strains on infrastructure and school districts all while maintaining property values.

I appreciate your time and consideration of my comments. Please feel free to call or email with any questions.

As the rezoning meeting for Happy Trail Farms has been moved to this evening's agenda, I would like to revisit my previously voiced concerns regarding this request.

In support of my concern regarding the requested zoning being inconsistent with surrounding properties, I would like to point out that this R6S (or anything comparable) zoning type is not located within "miles" of the proposed property. The one property (small neighborhood at Portertown and Catalina Ln, adjacent to Hardee Creek) which is closest is the only property, likely qualifying it an outliner. For reference, I have provided a map for a visual comparison of the vicinity. I'm sure you and the board are familiar with this zoning map. For ease of reference, the purple shaded neighborhoods are R6S.



•Many of them are focused around how the property is developed with regards to compliance to master watershed plans, flooding around Hardee Creek, water quality, erosion problems, etc.
•Residents, as described in the Horizon 2026 plan, like walkable neighborhoods with trails, and green spaces; but the Plan also describes preserving open space and natural beauty and critical environmental areas.
•Additionally, the Plan's first principle describes utilizing underutilized land within the city's existing footprint that is served by existing infrastructure for increased density use as a priority over undeveloped land on the outskirts of town; and, where new development is done, it is done to minimize demand on new infrastructure. Certainly zoning of R6S requires significant infrastructure (Sewer, water, power, and storm water).
•Principle seven discusses connected greenways. No plan has been provided to support any of these plans in conjunction with the requested zoning type. Regardless of zoning type, greenways and supporting infrastructure should be considered and part of the plan.
•Principle eight discusses future developments should take into consideration environmentally safe areas and sustainable practices. Hardee Creek area is an environmentally sensitive area as it has wetlands and floodplain to be considered during all phases of development and construction.
•The Horizon 2026 plan describes Greenville's Transportation mismatch and how future development should be focused to balance transportation between cars, walking, biking, and transit. Approving a development of R6S

goes against the future transportation mix by having a medium density neighborhood not within walking or biking distance to workplace or shopping centers; this forces transportation by car and is opposite of how the Plan wants to move.
•The Horizon 2026 plan admits past development patterns has grown in a way that provides less ability to navigate by foot, thus placing more demand on transit by car and increased stress on roadways, partly due to separated land uses. Zoning of R6S in the subject property would further continue this move in the wrong direction and inconsistent with the Plan.

As always, I appreciate everyone's time and consideration of my concerns voiced above and previously communicated. Again, I strongly recommend the Board deny zoning of R6S (or similar medium density classification) for the subject property.

2. Steven and Lena Previll
   Walden Drive

We are writing to share our concerns over the proposed rezoning of Happy Trail Farms LLC from RA20 (Residential-Agricultural) to R6S (Residential-Single-family [Medium Density]).

As residents of Walden Drive, we are concerned about the potential impact a large-scale residential subdivision (33.849 acres) will have on the Hardee Creek watershed. Developing this large tract of land into a subdivision will change the way this parcel of land handles large rainfall events during major storms.

Hardee Creek is prime to storm flooding. During Matthew, there was extensive damage to roads which crossed this watershed. Developing this land will rapidly increase the volume of water and speed with which it is added to the flow of Hardee Creek, thus increasing the severity and speed of flooding along this waterway. Potential impacts could include flooding of Portertown Road between the Firetower roundabout and 10th Street.

Additionally, property which my wife and I have witnessed flood in our neighborhood during large rainfall events would be impacted far more greatly with the increased runoff from a residential neighborhood. As it stands, we are already concerned about the 5 acre lot currently being developed behind our home and the impact it will have on disrupting the watershed. Rezoning Happy Trail Farms LLC will only further exacerbate the flooding issues already experienced.

We urge the Planning and Zoning Commission to deny the rezoning request.

3. April Blakelsee
   3308 Walden Drive

My name is Dr. April Blakeslee and I live at 3308 Walden Drive, Greenville, NC 27858 with my husband Michael Blakeslee and 2 kids, Ethan and Westley. I am a Faculty Member in the Biology Department at ECU.

From what we understand, much of the rezoned property is former farmland, but in between that former farmland and our property is a stand of trees that contains a wetland and Hardy Creek. We are very concerned that the stand of trees and the wetland should stay intact for multiple reasons:

(1) They help protect our properties from wind damage during major storms. If they are cut down or cut back, they will remove that key source of protection. Considering major storms are a much more frequent occurrence to NC and to this region in particular, having that protection remain intact is vitally important to all of our properties. In just the 5 years we have lived here, there have been 4 major hurricanes or tropical storms to impact our area. (Matthew, Florence, Michael, Dorian)

(2) They help protect and mitigate our properties from flood damage. We have seen Hardy Creek fill up during major rain events and flood into the wetland and then into our property. However, the waters recede fairly quickly following the storm, and the trees are the main contributor to the receding waters. If we lose the trees, we risk major flood damage to our properties. During Hurricane Matthew, according to the National Weather Service, eastern NC reported 12-18 inches of total rainfall, for a storm that lasted about a day here. During that storm, our garage ended up with a foot of water in it. Yet those waters receded fairly quickly and the damage to our property was minimal. Without those trees protecting our property, we are certain the damage would have been much more substantial.

(3) The trees help to prevent erosion from flooding and rain events. Erosion would be incredibly damaging to our property and all surrounding properties, and is also detrimental to wildlife.

(4) The trees surround a wetland, which is a critical habitat for protecting and maintaining biodiversity and also ecosystem services like detoxification and flood mitigation. We consistently see and hear a wide diversity of terrestrial and aquatic species, like owls, multiple species of songbirds, deer, foxes, and reptiles and amphibians. In particular, we see quite a few frogs. Frogs are often a sign of healthier habitats since they are sensitive to degraded landscapes. I fear we will lose those indicator species and the ecosystem health surrounding our property if the wetland is not protected.

(5) From a personal perspective, we bought the property because it is surrounded by so many trees. Aesthetically, it is a beautiful place to live in, and we enjoy hearing and seeing the biodiversity around us. We do not want to lose that.

Text Amendment:

4. ORDINANCE REQUESTED BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT TO AMEND THE CITY CODE BY CREATING A USE CLASSIFICATION AND ASSOCIATED STANDARDS FOR SMALL PRIVATE SCHOOLS.

Ms. Gooby began the presentation of staff by explaining what a text amendment is and outlined the history of the text amendment being considered. A text amendment is an amendment to the zoning code. Text amendments go before the Planning and Zoning Commission, who make a recommendation. Next the amendment goes to City Council for final approval or denial. Text amendments are advertised in the newspaper, but it is not required or typical for written notifications or sign postings to be made since text amendments are city-wide. With this amendment, staff mailed approximately 500 letters to residents in the neighborhoods on more than one occasion to notify the residents. The school is currently operating under a special use permit (SUP), which would essentially go away once the text amendment was in place. In this situation, Staff had to work with a facility that was already built while crafting an amendment that would be applicable city-wide. The amendment was written to regulate operations of the facility and to add layers of protections for residents.

<u>Timeline</u>

In 2015, John Paul II Catholic High School (JPII) was granted a Special Use Permit (SUP) by the Board of Adjustment (BOA). In 2018, it was amended to include the athletic fields. On September 25, 2019, the City hosted a meeting between JPII reps and the neighborhoods over concerns with the field lights and sound system.

At the January 1, 2020 Planning and Zoning Commission meeting there was an application to rezone the school's property to OR (Office-Residential [High density multi-family]), the property owner withdrew the application due to neighborhood concerns and Planning Staff's objections to the rezoning. The property owner said he would pursue a different option and would work with the neighborhood. The two options were 1) to ask the Board of Adjustment to modify the special use permit (SUP) for the school and athletic fields or 2) request a text

amendment. The property owner did not want to ask the Board of Adjustment to modify the special use permit because any of the conditions in the permit were subject to modification. The property owner submitted a generic text amendment and Planning Staff took the lead on the amendment and made adjustments to reflect the concerns of the neighborhoods and the City to the best extent possible.

On May 5, 2020, representatives of JPII hosted a Zoom meeting with the property owners to address issues related to the school as well as the proposed amendment. Planning Staff was invited to attend and gave a presentation on the proposed amendment.

On May 19, 2020, Planning and Zoning Commission held a public hearing. Neighborhood asked for more time to work with staff. P&Z adopted a motion to this effect. The item was continued to the June meeting.

On June 9, 2020, Staff met via Zoom with several homeowners to discuss the text amendment. The homeowners had established a small group within the neighborhoods (Planter's Walk, Planter's Trail and Quail Ridge) to work directly with Rich Balot. The group had already met with Rich Balot and had questions for staff.

On June 11, 2020, Staff met via Zoom with two homeowners to discuss the SUP.

On June 16, 2020, Staff asked the Planning and Zoning Commission to continue the item so that all parties could continue to work together. The item was continued to the July meeting.

On June 25, 2020, Staff and City Attorney McGirt had a phone conference with Tom Feller to discuss the SUP and text amendment.

On June 30, 2020, Planning Staff hosted an in-person public meeting to hear concerns and solicit comment from the community. Approximately 17 people attended the meeting. Those that attended asked Planning Staff to hold a Zoom meeting because many owners did not feel comfortable attending an in-person meeting due to COVID.

On July 16, 2020, Staff held a Zo21 to broaden participation. Approximately 30 people attended that meeting.

On July 21, 2020, Staff asked the Planning and Zoning Commission to continue the item so that all parties could continue to work together. The item was continued to the July meeting.

On July 20, 2020, Rich Balot and the neighborhoods met on-site to test sound and lights.

She then discussed how staff went through several of the questions from residents, answered them, and then posted them on the city website for any citizen to access.

Mr. Collins asked Ms. Gooby to clarify staff's position on the text amendment.

Ms. Gooby replied that first there was a Special Use Permit from the Board of Adjustment. Next there was a rezoning request that staff recommended denial, which lead to the text amendment. The difficulty with the issue is the facility is already built. When Mr. Balot presented a text amendment, staff realized it was very generic and too vague. Started working on crafting the amendment to work citywide.

Mr. Sceviour outlined the text amendment for the commission. He defined what would be considered a small private school under the amendment and the zoning districts these schools would be allowed. The outlined changes staff has made to the amendment, and the differences between the Special Use Permit (SUP) and the text amendment. The text amendment defines limits for usage, and measurements for lights and sound, which does not exist in the SUP. He pointed out that the school currently could operate the facility around the clock. The text amendment curtails third party usage of the facility.

Mr. Parker asked if the limit is for one third party usage a week, or could different multiple third parties also use the facility.

Mr. Sceviour replied that there would be one event allowed per week with lights and sound.

Mr. Parker asked if the intent is to limit third party usage to usage of the lighting and sound, and if others could use the facility without the lighting and sound.

Mr. Sceviour said he was correct, the intent is to lessen the usage of the nuisance issues.

Mr. Faison asked for clarification, stating that the third party operators could use the facility more than once a week without light or sound.

Mr. Sceviour responded that was correct and there are hours of operation for lights and sound.

Mr. Maxwell asked if the school could have an event and the third party operator could have an event in the same week.

Mr. Sceviour replied that the school is not limited to the number of events, just the hours of operation.

Mr. Robinson opened the public hearing.

Mr. Rich Balot spoke in favor of the text amendment. He said that he has had several face to face meetings with several residents of the neighborhoods, and has conducted sound and light tests. He had a sound limiter installed that will prevent the sound level from exceeding the unit's setting. He felt that his interpretation of current city code was that sporting events were exempt from sound limits.

Mr. Faison asked if any of the sound tests used actual sounds from a mock baseball game or anything similar.

Rich Balot said that with the current pandemic it was impossible to conduct this type of test. He also said the complaints arise from amplified sound.

Joni Torres said that she and others do not object to the special use permit. Their objection to the text amendment is the ability for third parties to use the facility. In addition to the amplified noise, the neighborhoods will be impacted by fan and band noise. The text amendment is a solution in search of a problem, and that the problem is the facility was built first and the owner now wants to change the rules of usage.

Ann Hamze said that she was opposed to the text amendment.

Donna Jacobs spoke in opposition. She said the over 300 signatories on the petition signed voicing their opposition to the text amendment. The neighbors supported the school use of the facility during the school year, and not year round use by third party operators. Ms. Jacobs asked that if the text amendment is passed, then a cap on third part usage should be added. She believed the text amendment cap would be 82 hours per week by third party renters.

Gary Mayo spoke in opposition. He said he was concerned about the noise level and the amount of usage. He believed the facility would be used every Saturday, which would impact his family's quality of life. He proposed third party usage limited to one time per week, no more than two times per month. There had been discussion about limiting third party usage on Sundays. He said staff did not include limiting Sunday usage. He also stated that a cap of 75 decibels is insufficient, saying that OSHA requires hearing protection at 85 decibels.

David Wilson-Okamura spoke in opposition. He stated that decibel scales are logarithmic. An increase of 10 decibels is a 1000% increase in perceived loudness. He felt that the property owners of the neighborhoods needed

zoning protection. He asked why Mr. Balot was receiving special treatment others do not get. He asked that the text amendment be withdrawn and the owner of the facility and the neighborhoods continue to negotiate.

Dave Caldwell spoke in opposition. He stated that the neighborhood representatives asked Mr. Balot to bring the SUP back for modification over the text amendment, which Mr. Balot refused to do. He and his neighbors wrote the city manager and asked the amendment be withdrawn and the process be started once again without the input from planning staff. He said 33 homeowners signed this letter. He then requested that the text amendment be withdrawn. He also said the commission could vote the amendment down.

Mr. Faison asked if the letter was separate from the previous petition.

Mr. Caldwell replied in the affirmative. They did this because he felt the process was failing the neighborhoods.

Mr. Faison asked how many homes were in the adjacent neighborhoods.

Mr. Caldwell replied the homes were those that abut the facility.

Mr. Maxwell asked if the commission could receive a copy of the letter that was sent to the city manager.

Mr. Caldwell said that he would send a copy of the letter to the commission.

Amy Carr-Richardson spoke in opposition. She spoke of her concern with increased traffic on 14th Street due to usage of the facility. She relayed her worry about emergency vehicles having access to their neighborhood since there is only one entrance and exit.

John Reisch spoke in opposition. He stated the template is too vague for small schools. A small school located in an industrial area should be able to operate under different rules. Just because the school built the facility should not trump the rights of other property holders. The SUP limits third party usage and should remain in place.

Thomas Feller spoke in opposition. He said he would clarify what the commission was voting for, and would submit his detailed explanations for their considerations prior to the August 20, 2020 meeting. He asked that the text amendment be withdrawn.

Thomas Huener spoke in opposition. He said the speakers represent scores of people who were unable to be there. He agreed progress was made but did not meet the needs of what the residents feel are necessary. He asked that the text amendment be withdrawn or voted down.

Kathryn Verbanac spoke in opposition. She stated that all of the speakers represent the neighborhood and ask that the text amendment be either withdrawn or voted down. She stated that there is confusion as to the role of staff.

Brett Kieper spoke in opposition. He stated that he is concerned about the enforcement of the amendment with regards to the third party. The text amendment is a fix for the SUP. They were told that third party operators would not be able to use the sound and light. Now the text amendment allows such.

Mr. Robinson referred the Commission to comments that were received via the public input email. See below.

Mr. Robinson closed the public hearing.

Mr. Barnett addressed the commission. He said when dealing with issues such as this, there are really only three options. A zoning change, which was rejected by the commission and was not supported by staff. The SUP could be revisited, but the owner has chosen not to do this as is his right. The text amendment was the option left by staff to help negotiate the request and needs of the property owner and the residents. Staff worked to make the

amendment a broad city-wide tool. He said that staff would be open to any modification requests from the commission.

Mr. Faison asked if Mr. Barnett felt this amendment was the most harmonious compromise for all parties.

Mr. Barnett said yes, and the amendment was crafted for city-wide usage.

IN OPPOSTION

1. Debbie and Bryan Rogers

My husband and I will be out of town next week with no Wi-Fi and thus unable to access and attend the Zoom meeting. We wanted you to know that as residents of Planter's Walk, we are very committed to the continuation of discussion with Rich Balot and the continued issues with the JPII athletic field and potential rezoning from SUP to text amendment. Please allow enough time to continue the process with discussions and negotiations to amicably resolve some of these concerns!

All 3 of the affected neighborhoods are trying in good faith to come to some agreement on the issues with the athletic field owner and would feel blindsided by our city if we are not afforded the chance to work these issues out by an early vote by P & Z to change to a text amendment. Thank you for listening and taking our concerns seriously.

2. Donna and Bill Jacobs
   1805 Plantation Circle, Greenville

Dear Commissioners,

There are OVER 300 PETITIONERS opposed to the adoption of this Text Amendment. Let me repeat that statement… there are OVER 300 HOMEOWNERS/TAXPAYERS on record who are OPPOSED to the Text Amendment. And I am only 1 of these.

I personally attended the Planters Walk HOA meeting in the JP II cafeteria where Rich Balot and JPII presented their plans for the proposed athletic field. We believed their promise that the field would be ONLY used for their school activities that would include about 6-7 home football games. We trusted their integrity and have been deceived. Now Tom Barnett is throwing in our faces that we should have made public comments on the record during the Board of Adjustments' meeting about what we were promised at that cafeteria meeting. If you can't trust a church, then who can you trust?

The athletic field was never intended or ever approved for the non-stop 3rd party use (82.5 hours/week, 365 days a year!!) that would be allowed if this Text Amendment is approved. Any small college would be thrilled to have a similar complex on their campus but this size athletic complex in this location in the center of multiple high population neighborhoods on an already busy 14th Street is an absurd idea. Rich Balot and JP II knew what was already established before the athletic field was built. How is it even possible that this idea is even being seriously considered?

I could go on and on with objections to this proposed change but I will only say one thing brought up repeatedly is the notion that this Tex Amendment will "increase access to a civic site". This sounds like it will be a type of community playground that everyone can access. On the contrary: All of our neighborhoods are fenced off by threatening "Private Property – Keep Off" signs and a very unattractive chain link fence. JP II alone would decide who gets to use the field, and it will not be the public's decision. It is not like the neighborhood kids can bike over to use the "civic site".

This should be a simple decision based on what is best for the community at large. The community has overwhelmingly expressed our opposition to this Text Amendment and voiced our desire to keep our neighborhoods' peace and quiet. Please listen to us.

This should not be a political decision. It should not be a "good old boy- I'll scratch your back and you scratch mine" decision. (I have heard disturbing comments that because Rich Balot's company is bringing jobs to the area that "he will get what he wants". I hope this is incorrect.)

Question: Should the rights of 1 entity outweigh the rights of over 300 homeowners and their families who have shown overwhelming opposition? We, the residents of Planters Walk, Planters Trail and Quail Ridge (and others), are asking you to put yourselves in our shoes and not destroy our neighborhoods.

In conclusion, we can talk until we are blue in the face about days of use by 3rd party rentals, hours of use, foot candles of light measurement, and sound decibel measurements, etc. but the bottom line is that **this Text Amendment should be voted down**. Expanded use of the complex is not appropriate for this specific location and the best interests of the neighborhoods surrounding it. Period.

3. Kimberley Hinnant
   2041 Quail Ridge Road Unit C

My Name is Kimberley Hinnant. I live at 2041 Quail Ridge Rd. Unit C which is very close to the JP2 football field (just three town homes down from the football field). On the night of July 20th, 2020. Rich Balot scheduled and conducted a light and sound test in order to fix the problems with the extremely bright lights (and glare) as well as the overwhelmingly loud sound of the amplified loudspeakers.

It is my understanding that Patricia Anderson a resident in Planters Walk wrote a glowing letter on behalf of Rich Balot stating that the light and sound test was a success and that everyone that participated in the test was happy with the results. However, this was NOT the case for me.

The problem I've been having is with the excessive sound from the amplified loudspeakers. Before the test as a compromise to Rich I told him, I did not mind hearing the speakers outside my home, but I absolutely did not want to hear the speakers inside my home. The sound test was supposed to start at 7:00 pm. I was told that once the test started someone would be coming to my home with a decibel meter and test the decibels inside my home while the test was being conducted. That never happened. The people conducting the test had my contact information and I never heard from anyone until 8:15 pm. All the while I was walking outside my home and then back inside my home to see if I could hear the speakers on the outside then on the inside of my home. For me the sound test was very confusing, frustrating, and unorganized. When I was finally contacted at 8:15 pm I was told the sound test did not start until 8:00 pm because there were problems with some of the speakers. I was also told that Patricia Anderson was supposed to text everyone that had signed up for the test to let them know the test had been delayed. I was never sent a text message.

After the call I received at 8:15 I again started walking outside then back inside my home to listen again to see if I could hear the speakers inside my home and I could hear them a little. I received a call again at approximately 8:45 pm asking me if I could hear the speakers in my home and my response was IF the last time they conducted the sound test was at 8:35 pm then I think I could barely here the sound inside my home, but I was still not sure because I did not know if they were testing the speakers at 8:35 pm. Like I said before, the test was very confusing, frustrating, and unorganized (running outside my home then back inside for almost 2 hours).

A couple weeks after the test we (the participants of the test) received an email stating that the sound test was going to be redone. Because of obvious reasons I was happy the test was going to be redone. However, my

optimism was short lived because I received a condescending email from Rich Balot stating there was nothing wrong with the original sound test and there would not be a second sound test.

Lastly, I was told by several people that took part in the light and sound test that Rich never tested the lights or speakers at the baseball field. In my email correspondence with Rich I asked him why he did not test the baseball field and he said he did test the baseball field. After my correspondence with Rich I contacted the same (very reliable) people that took part in the entire test for the entire night and they insisted Rich did not test the baseball field. To be fair I have to say I did not notice if the baseball field was tested or not, but I tend to believe the people that have always been honest with me over someone that has not.

4. Charles and Betty Wall

As a Greenville citizen and homeowner in Planter's Walk with property adjacent to the complex, I am concerned that the original request limited to the high school may be adjusted to permit other uses.

Will the lights and noise be changed or modified in such a way that homeowners that did not experience problems at the recent test be affected the next adjustment? Will our properties be impacted by value or ability to sell? Will the peace and tranquility we have experienced over the past 30 years be a thing of the past in order to make other people happy for a few hours?

Our new neighbors are a religious institution and we expect the same respect that we get from residential neighbors.

5. Donna and Bill Jacobs
   1805 Plantation Circle in Planters Walk

Thank you for listening to me and my neighbors at tonight's mtg. I hope you heard from our comments that we are just like you in that we want to enjoy our quiet, peaceful neighborhoods that we have worked so hard for.

We were mislead by Rich Balat from the beginning when he and JPII shared the plans they had for the property before it was built assuring us that it would be for school use only which would include 6-7 home football games. Now he wants to change the approved SUP to a Text Amendment to allow 3rd party rentals. This changes EVERYTHING since it opens the door to non-stop traffic, crowds of people coming and going, noise, cheers, and yelling – And I haven't even talked about the events with light and sound.

It is a beautiful complex but it should be used for how it was approved. Not come in after it is built and try to sacrifice our neighborhoods' peace and quiet. As I said tonight, it feels like "Bait and Switch" to us. Even Chantae Gooby repeated several times that they were having to do the best they could with the situation because the complex is ALREADY built.

As Mr. Max Joyner said at the May 22nd mtg, -" Planning and Zoning wants to do what's best for the community BUT also taking into account the neighborhoods that have been there for a long time." Over 300 homeowners from Planters Walk, Planters Trail, Quail Ridge and others have overwhelmingly signed petitions opposing this Text Amendment. That should mean something, Mr. Joyner.

My hope and prayer is you will vote against this Text Amendment. But if I am wrong, I do have a few follow up questions if you vote to approve the Text Amendment:

1- If JPII "sponsors" a charity event (like Walk for Life), and allows them to use the field with lights and sound, is this considered a school event or would it be considered a 3rd party event? I think it would be a school event and that is why I am concerned that there will be numerous similar events, not counting all the sports practices and other uses of the field. I am expecting many events like this

"sponsored" by JPII. Could the wording be changed to clarify that "sponsored" events are considered 3rd party events not school events?

2- After re-reading the newest draft of the Text Amendment I feel there needs to be clarity. Item 10 states hours of operation but does not state an appropriate beginning time. However, item #11 says "No Outdoor amplified sound equipment shall be operated prior to 9:30 am." So are we left to assume: If a 3rd party is using the field WITHOUT lights and sound can they start prior to 9:30 am? That seems to be one interpretation.

I said tonight, I am basing my total hours of use by 3rd parties on the 9:30 am start time assumption. (This is NOT a 3rd party event with light and sound. It is ANY 3rd party use.)

Mon.- Thurs 9:30 am – 9:30 pm	12 hrs x4 days =	48 hrs
Fri – Sat 9:30 am – 11 pm	13.5 hrs x 2 days =	27 hrs
Sun. 9:30 am – 5 pm	7.5 hrs x 1 day =	7.5 hrs

Total Hours = 82.5 Per WEEK!

3- Tom Barnette said both sides will be unhappy with the Text Amendment. I see how the neighborhoods would be unhappy with our peace and quiet and our quality of life being disturbed on a regular basis, but I don't see why Rich Balot would be unhappy. If you vote to approve, he is getting what he wants.

I hope you will give this Text Amendment serious thought. It makes a big difference in the lives of hundreds of families if it is approved and we have the most to lose. Please vote against the Text Amendment.

6. Patricia Dragon
   1709 Paramore Dr.

I am writing in response to the request for comments on the proposal to expand the use of the athletic fields at John Paul II High School. I would like to add my voice to those in urgent opposition to this proposal. My house is located across 14th Street from the school, and I have an objection to the levels of noise, traffic, and light the frequent use of these athletic fields will occasion. While these things would inconvenience me, they would seriously detract from the quality of life and home values of my neighbors in the Planter's Walk and Quail Ridge subdivisions. I urge the Planning and Zoning Commission to reject the rezoning request and leave the original use permit in effect, allowing only JPII and St. Peters School to use the complex during limited hours.

7. Ann Hamze
   103 College Court Drive
   Greenville NC 27859
   252-758-4222

I stand with the neighborhood associations that are directly affected by the third party use of the John Paul II athletic field. From my understanding the neighborhoods agreed to the Special Use Permit (SUP) and they still want the SUP to be the binding agreement including the stipulation that athletic events be limited to those of JPII and St. Peters. Mr. Balot's offer to adjust the lights and the sound levels are just good neighborly concessions and are to be expected and commended. If the City of Greenville needs new text amendments for lighting and sound near established neighborhoods, then a code or text amendment to that effect should be introduced citywide, not tailor made for small private schools.

I live near Jaycee Park and Eastern Elementary School. Those areas are generally available to the public and the scale of those venues and the accompanying light and sounds are modest. It is one of the reasons my family chose to live in College Court Coghill. The city's planning department cites Horizon plan 5.2.3 regarding "access to civic sites" as a reason to adopt the text amendment. I don't believe JPII's athletic fields are accessible to the nearby residents. The entire field is fenced in from the adjacent neighborhoods. I'd venture to say residents are more likely to drive to a city park before they would access JPII for any recreation.

I serve as the chair for the City of Greenville's Neighborhood Advisory Board. We have been unable to meet since February but several board members have kept up with the JPII issue. Noise and lighting issues have been a concern in several areas in the city and discussed in previous NAB meetings. The NAB encourages neighborhoods to form associations and to be proactive in creating liveable communities. Certainly we would support that neighborhoods/homeowner associations be given every consideration when they advocate for themselves.

In conclusion, I recommend that the Planning and Zoning Commission reject the proposed text amendment.

8. Jim and Sharron Huza

We are opposed to the amendment.

9. Julie Yount
   Planter's Trail property owner

PUBLIC INPUT Re: Response to discussion re: Text Amendment requested by JPII during 8-18-20 P&Z Zoom Meeting

To Whom it May Concern:

Given feeling simply exhausted by needs to continually voice concern and opposition re: the proposed Text Amendment via speaking at public hearings, speaking at and participating in Zoom meetings, participating in neighborhood meetings, sending in letters and emails of opposition, and signing petitions, I'd like to simply echo with full agreement the letters sent by Ms. Torres and Mr. McLawhorn as well as the comments by Dr. Keiper, Dr. Carr-Richardson, and every other neighbor who spoke in opposition to this text amendment during this last (and every other) P&Z meeting.

The City Staff seemed exhausted, too. However, the homeowners are exhausted by hearing things presented that are simply not true or are skewed versions of the situation. Ms. Gooby suggested that this situation is so difficult because we are dealing with an "already-built" athletic facility. No. This situation is difficult because the builder of an ill-placed athletic facility no longer wishes to abide by the SUP under which it was approved and under which neighbors believed the enjoyment of their homes and value of their properties would be protected.

Mr. Barnett suggested that there were only 3 choices in this situation: 1) the original zone change request that Mr. Balot withdrew after obvious valid opposition from the neighborhoods and the planning department
2) creation of a new SUP- not acceptable to Mr. Balot, so off the table. or,
3) the proposed text amendment

This is quite a contradictory assessment of the situation. Completely valid options include recognizing that number 2 above is actually a very reasonable option or 4) voting against this text amendment and continuing to abide by the existing SUP that affords JPII more than adequate use of the athletic facilities while understanding that this sits in the middle of residential neighborhoods where hundreds of Greenville citizens and voters live.

Vague threats as were made last night reminding neighbors that JPII "could" use the facilities as much as they wanted under the existing SUP are unprofessional and not realistic. The school's primary function should be providing the students with an education; to suggest they have time to use athletic facilities 24/7 as a threat shows disrespect for both the school and the neighbors.

This is not the right facility or location for third-party use. This text amendment is not needed for the city and is not needed by any other small private school in Greenville; the text amendment crafted is clearly the shoving of a square peg solution into a round hole need. There are hundreds of homeowners in opposition to this text amendment, most of whom are more than willing to work with Mr. Balot on a new SUP. If opening up consideration of a new SUP is considered too risky by Mr. Balot, you should question why that may be the case. We are certainly questioning why this vote isn't more clear cut to Board members when it involves one landowner and hundreds of homeowners in opposition to his proposal.

10. Amy Carr-Richardson

This is the same statement, in essence, that I shared with the Planning and Zoning Commission during their meeting last night.

I live in Planter's Trail, and I hope that our neighborhoods and John Paul II High School can be good neighbors and friends to each other. However, I have a concern about safety that relates to the proposed increased use of the JPII sports complex. With the increase of traffic on 14th Street that would come with increased use of the sports complex, it seems as if there could be a risk of delay in emergency services, such as firetrucks and ambulances, reaching someone in need in Planter's Walk, Planter's Trail, or Scarborough neighborhoods, and also a risk of an ambulance being delayed in leaving these neighborhoods quickly while taking someone to the hospital. These three neighborhoods contain a total of almost 200 homes. Because there is only one entrance to our neighborhoods from 14th Street, and it is located close to a busy intersection with Firetower Road, as well as close to the entrance of the JPII sports complex, additional traffic related to large gatherings of any kind (whether sports events, or even indoor concerts or events in their gym), at the complex could contribute to this situation for people living in these three neighborhoods. People living directly on 14th Street, in Quail Ridge, Windy Ridge, Tuckahoe, and any seriously injured athlete, or any other person with emergency health needs attending an event at JPII, could also be negatively impacted by this situation, although there are two entrances from 14th Street into those other neighborhoods. Recent studies by the state's DoT and public input to that process should be helpful in considering this situation.

Especially for those of us living in neighborhoods with only a single entrance on 14th Street, it is an important safety issue that could even make a difference in saving someone's life, if there were a medical emergency, or in limiting damage to a home, if there were a fire. For the sake of everyone involved, including athletes and spectators at JPII, as well as residents of our neighborhoods, I appreciate attention to these safety concerns, by Greenville City Officials and the Planning and Zoning Commission.

11. Thomas J. Huener
    1800 Old Mill Court

As a long time resident of Planters Walk, I am grateful for your attention at last night's meeting to our very serious concerns regarding the proposed Text Amendment to the JP II Special use Permit.

Many of have written and spoken expressing our strong opposition as neighbors to this amendment. I have already expressed my concerns publicly, but would, however, simply add the following:

1) The Text Amendment remains a document written by city staff for Mr. Balot's needs with insufficient regard for the needs of the surounding neighborhoods.

2) While Mr. Balot has sought to minimize the body of opposition to this document, he misrepresents the truth. In response to his reference to last night "only seventeen individuals" speaking against the Amendment at a face to face meeting in May, I quote my last letter to you:

*We **are in the middle of a Covid-19 pandemic**, a circumstance which rendered the recent June 30 in-person meeting ridiculous in terms of being a real public forum. A small number of us, including several of us in high-risk categories, courageously attended and expressed our views, but who can blame the scores of individuals who felt it was both unwise and unsafe to come to City Hall in person? If the intent was to suppress public input, this was certainly the way to do it! The City must understand that concern and opposition are not limited to a small number of disgruntled neighbors, but **expressed by over three hundred signatories** on petitions from multiple neigborhoods*!

Granted, City Staff responded with a subsequent virtual meeting in acknowledgment of this, but I ask where are our fellow residents who favor this amendment? When Mr. Balot characterizes his actions as "philanthropic," I must observe that caring actions of generousity directed toward a small number of people at the expense of a great many other people is no philanthropy.

3) Many of us had expressed hope in dialogue between Mr. Balot and representatives of our neigborhoods earlier this summer. While I believe some progress was made, these discussions produced limited agreement and, as was related last night, positive results did not find their way into the Text Amendment as it now stands.

4) Finally, I would respectfully ask that you consider the content of our collective letter to Ann Wall, Greenville City Manager. In that document our attempts at positive action, serious questions, and frustration with the answers is clear.

12. John Reisch

I am writing in opposition of the Small Private School text amendment. I realize much time and energy has been spent by the City's planning staff; however, sometimes time and effort does not yield good results. Following through on a poor recommendation (i.e., the text amendment) simply because of the effort spent by the planning department would be imprudent.
It seems to me like the planning department is telling us what is in our best interest. **We are highly educated** (many of the speakers at the P&Z meeting last night have doctoral degrees and work at ECU) **and know what is in our best interest – keeping the SUP**. Yes, the SUP doesn't have certain restrictions, but my neighbors and I would rather lack those restrictions than have third parties use the facilities for potentially every day of the year. The restrictions on lights and amplified sound is one thing, but having screaming kids and worse, heated parents yelling, during the day (especially during the summer days and evenings when lights are not needed) is an issue overlooked by the text amendment. Additionally, **the terms used in the text amendment are sufficiently vague to enable abuse by JPII**. For example, an event (per Ms. Gooby) is not a single game. So while an event is a ball game, it really means as many games (individually or multiple games simultaneously) during a 24 hour period as JP2 wants. Why is this so hard to understand? The constant use by third parties is significantly different from the limited activities of a high school, as was agreed to when the SUP was created. Finally, as I mentioned last night during the P&Z meeting, just because JP2 built it doesn't mean the school has more rights than the hundreds of tax paying citizens in the neighborhoods that surround the school, and who were there first! JP2 built a fine facility, but just because it was built it doesn't mean JP2 needs to allow third party use. Mr. Ballot says it is not about raising funds, but about JP2 being a good "citizen." Being a good citizen does not mean imposing on others in violation of an agreement that was made when the SUP was approved

Land Use Plan Amendment

5. REQUEST BY LANGSTON FARMS, LLC TO AMEND THE FUTURE LAND USE AND CHARACTER MAP FOR 1.881 ACRES FROM OFFICE/INSTITUTIONAL TO COMMERCIAL FOR THE PROPERTY LOCATED AT THE NORTHEASTERN CORNER OF THE INTERSECTION OF SOUTH MEMORIAL DRIVE AND REGENCY BOULEVARD.

Chantae Gooby delineated the property. Currently the property is zoned Office and could accommodate approximately 5,000 square feet of office space. The request is to change the future land use map to commercial in preparation for a rezoning request. If this were to be zoned commercial, staff would anticipate roughly 1,500 square feet, possibly a restaurant. Ms. Gooby stated the change is in keeping with other area land use patterns, therefore Staff recommends approval.

Mr. Robinson opened the public hearing.

Mr. Overton asked if there was any historical reason why this corner was not shown as commercial.

Ms. Gooby said she knows of no particular reason why it was shown as office.

Mr. Baldwin spoke in favor on behalf of the applicant. He stated that it made sense to continue the commercial zoning into this property.

Mr. Robinson closed the public hearing.

NEW BUSINESS

Rezonings:

6. REQUEST BY P.B. BUILDERS, LLC TO REZONE A TOTAL OF 9.873 ACRES IN THE COBBLESTONE SUBDIVISION AT THE TERMINUS OD QUAIL DRIVE FROM RA20 (RESIDENTIAL-AGRICULTURL) TO R6 (RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]).

Mr. Brad Sceviour delineated the property. This is a wooded area tucked in behind an existing subdivision. The existing land use is vacant. The property is not in the floodplain, however it is within the Greens Mill Run Watershed. If storm water rules apply, then 10-year detention and nitrogen and phosphorus reduction would be required. There is an anticipated increase of 994 vehicle trips per day. Under the proposed zoning, the site could accommodate 109-118 multi-family units (1, 2 and 3 bedrooms). In staff's opinion the request in compliance with Horizons 2026 Community Plan and the Future Land Use Plan and Character Map. Staff recommends approval.

Mr. Robinson opened the public hearing.

Mike Baldwin spoke in favor of the amendment. He stated that they had a wetlands consultant go to the property to analyze any potential issues. The consultant did not see any, and Mr. Baldwin believes the rezoning request is in line with surrounding development.

Mr. Robinson closed the public hearing.

7. REQUEST BY STARK HOLDINGS, LLC AND TRADE HOLDING COMPANY, LLC TO REZONE A TOTAL OF 5.756 ACRES LOCATED BETWEEN WEST 10TH STREET AND WEST 8TH STREET AND

WEST OF SOUTH WASHINGTON STREET FROM CDF (DOWNTOWN COMMERCIAL FRINGE) AND IU (UNOFFENSIVE INDUSTRY) TO CD (DOWNTOWN COMMERCIAL).

Mr. Brad Sceviour delineated the property. This rezoning consists of several parcels with existing buildings on them. Currently there is about 150,000 square feet of warehouse space on the site. There is also about 10,000 square feet of commercial space, and about 5,000 square feet of office space. The property is not in the flood plain, however it is within the Town Creek Culvert. If storm water rules apply, then 10-year detention would be required. There is an anticipated increase of 4,247 vehicle trips per day, being spread across surrounding streets. Under the proposed zoning, the site could accommodate 20,000 sq. ft. of event/assembly space, one hotel consisting of 60-80 rooms and an associated 5,000 sq. ft. restaurant/bar, 20,000 sq. ft. of food court space, 19,000 sq. ft. of retail, 30,000 sq. ft. of office space and 40 units of multi-family housing (1, 2 and 3 bedroom units). Mr. Sceviour said this type of development will be beneficial for the area. In staff's opinion the request in compliance with Horizons 2026 Community Plan and the Future Land Use and Character Map. Staff recommends approval.

Mr. Robinson opened the public hearing.

Mr. Bryan Fagundus spoke in favor of the application.

Mr. Robinson closed the public hearing.

Motion made by Mr. Overton, seconded by Mr. Parker, to recess all items until the August 20, 2020 Planning and Zoning meeting. Motion passed unanimously.

Members of the Planning & Zoning Board:

Thank you for your support of the Private School Text Amendment. While I covered most of my points last night….I'd like to comment on a few additional items for the sake of clarity.

1. **Sound**

As Brad from staff corrected at the end, currently we can use the sound system AS LOUD as we'd like during sporting events. (Not Just ECU). We did a sound test with the neighbors and the results were outstanding. We removed half of the sound system and put a limiter in place to prevent the system from ever being turned to loud again. Once the test started we had our liaison the HOA president from Planters Walk contact her neighbors in Planters Walk/Trail and the HOA president in Quayle Ridge contact her neighbors in QR. All of the responses received that night AFTER the sound test started were all positive and several even asked if we were playing any music at all. We had an engineer on site and other technicians taking measurements on our property line that maxed out at 73 dB. The reason for the 75 limit is because if we set it at 73, we would be in violation often. A small buffer seemed reasonable. Here is an excerpt of an email Patricia Anderson, the HOA President of Planters Walk sent to city staff and me. "**In my summation, there were no significant concerns about the level of sound, the music, or anything related to sound. In fact, when I personally called a few of the Planters Walk residents and asked if the sound was disruptive, they replied, "What Sound?" By 8:30 that evening the sound issues had been resolved, and the light tests began." (Patricia Anderson, HOA President Planters Walk, email 8/12/2020)**

2. **Lights**
    a. They say a picture is worth a 1,000 words. Here is an actual picture to demonstrate that the lights are not directly shining on anyone's yard. (SEE PICTURE)
3. **Hours of Usage**
    a. Currently there is no restriction on hours of usage. The proposed Text Amendment restricts usage 7 days a week at night, and limits sound use until after 930am. This applies to the school as well as 3rd parties.
        i. The late night Friday/Saturday time is to support Friday Night Lights (Football) and usually will be over by 10pm, however overtime does exist rarely hence the 11pm cutoff. In addition, if Friday Night is a rainout, the game would be moved to Saturday Night.
    b. 3rd Parties would be able to use the lights & sound one day per week per the text amendment.
    c. We currently restrict our usage of the sound systems drastically to be good neighbors. When school was open (pre-covid) the prior 12 months had less than 24 hours of total sound system usage although we could have used it much more.
    d. The school does not allow 3rd party usage of our sports complex while school is in session for obvious safety reasons.
    e. Since 3rd parties can't use the lights but one night per week and the school day ends around 330pm….assuming a roughly average sundown of 630pm that allows approximately 15 hrs of usage during the week, Although extremely unlikely we would ever let anyone use the lights on Saturday, let's assume we do for the sake of the neighbors argument since it has the latest limit, say 8am to 11pm on Saturday is another 15 hours (Again, EXTREME and unlikely example), and Sunday 8a to 5p (We won't use the complex on Sundays other than an occasional religious or charity event) that adds on another 9 hrs. So in reality, the worst case usage per week for 3rd parties is 39

hours. This completely ignores the fact that we have a high school and middle school already using the fields after school during the week and assumes MAXIMUM usage on the weekend. **All extreme examples that will NEVER happen.**

f. Enforcement is always a concern for any city code. Some of the neighbors suggestions would be extremely difficult for the city staff to keep track of and enforce.

4. SUP vs Text Amendment

a. I took the SUP off the table for several reasons
   i. The board of adjustments is quasi-judicial for SUP and it is a tedious process for a growing school.
   ii. We are currently allowed to use light and sound. I am not willing to risk this usage with the BOA process everytime we need a change for anything on the site. (For sake of example: expand the cafeteria…fight with neighbors about light usage, etc on sports fields)
   iii. The neighbors have MOSTLY been unwilling to discuss anything other than the SUP which I told them was off the table from day 1 due to the risk for the school. Even though the neighbors claim they would support a modified SUP, they can't control everyone and quite frankly I don't trust some neighbors to not attempt to restrict the school to an unreasonable level. The risk to the school of a modified SUP is too great compared to the potential benefit for the 3rd parties.

In closing, I'd be remiss if I didn't mention the city staff has been great to work with and has tried to broker a fair text amendment that does the best for the most people and still protects the neighbors. Several of the neighbors simply want their farm field back that they had for over 20 years and that's just not going to happen. My involvement with the neighbors has literally involved nearly a hundred hours and there only mission has been to delay, deny, and expand their requests. Please be reasonable and see that the school has given the neighbors protection they don't currently have in an attempt to protect them while allowing for minimal 3rd party usage. It's time for a vote and I appreciate your support.

Sincerely-

Rich Balot
JP2 Property Owner


JOHN PAUL II
SAINTS

Proposed Small Private School Text Amendment
Neighborhood Response

As a part of the ongoing dialogue between concerned residents in the neighborhoods adjoining the John Paul II athletic complex and the City of Greenville's Planning Department, we were asked to submit our questions to the staff. Based on the answers to our original questions we have significant concerns about the clarity and consistency of the answers and a collective frustration with the resulting draft amendment.

While it should be very clear that the majority of the affected residents support the Special Use Permit with the protections it affords the pre-existing neighborhoods, from our perspective, the Planning Department's support of the text amendment fails to uphold a proclaimed goal of the department.

"The City of Greenville provides a variety of services to support residents as they address neighborhood concerns and build on their neighborhoods' assets to pursue their individual goals."

We would like to submit our collective responses to the answers received from the Planning Department.

Original questions are in black
City answers are in red
Neighborhood responses are in blue

From Q&A Part 1

1) The Special Use Permit (SUP) issued ORDERS relating to the JPII athletic facility provided very specific protections for the residents of the adjoining neighborhoods. Did the BOA made its Orders based on input from the Planning Department? What has changed either in the policies or staffing of the City government that the Planning Department now appears to support the removal of these protections despite the constant and vocal opposition by the residents of the affected neighborhoods?

> **City Response:** Yes, the Planning Department always provides input on all items that come before the Board of Adjustment. Nothing has changed in policy or staffing, the property owner has requested the change as is his right. Staff has to respond to any request put before a city board or commission. In this instance, the property owner does not want to continue to operate under the SUP. He has requested to change the land development regulations that he is currently operating under. It is staff's job to respond and provide recommendations to City Council. Ultimately, the decision is up to City Council. Again, this was not staff's idea to pursue this text amendment.

Response: Staff recommended it though. How did staff consider the implications this change has on the surrounding area once the SUP is removed? Can we see staff's assessment of how the change staff recommended affects the surrounding neighborhoods? What were the factors considered by staff? (We know one factor that wasn't considered - a study on the effect of our property values - based on John Reisch's exchange with Mr. Barnett at the June 30 meeting)

2) Is there a specified percentage of the adjacent property owners who must oppose this text amendment in order for the Planning Department to recommend against it? For example if 60% of the residents in the adjoining neighborhoods are in opposition would that suggest to the Planning Department that perhaps it might not be a good idea to nullify the SUP via the text amendment route? The citizens did not ask for this amendment, the majority of the affected residents oppose the amendment and it is very obvious that there was no need for the amendment other than to accommodate one person.

City Response: There is no specified percentage of who must oppose this text amendment in order for the Planning Department to recommend against the proposal. The neighborhood seems to be under the impression that the Planning Department makes policy. Staff makes recommendations and it is up to the various city boards and commissions and, ultimately the City Council to make a final decision. Any person/entity has the right to ask for a change. It is staff's job to respond to requests. The fact that the citizens did not ask for this amendment does not negate staff's job to respond to a request. Residents are welcome to attend public input meetings and public hearings where they may voice their concerns. Up until this point, there have been three fully noticed public hearings/meetings on this subject and before this process is concluded we will have at least 2 more. At the original BOA hearing, after notification to the neighborhoods, no one voiced opposition.

Response: Does not staff create the policy through the very mechanism of its recommendations? Recommendations are very strong, created through the very process of recommendation, then sent to City Council to vote on. Would it not be fair to say that City Council either accepts or rejects policy created and recommended by staff? It is, in fact, the recommendations that staff is making that has the concern and the attention of our neighborhood. The BOA hearing is a matter of public record, and some of us were at that hearing. We had no reason to oppose anything we heard represented at that Board of Adjustment hearing. What we all heard was a plan presented by the Planning Division's representative and the school's representatives for which the school's lights and noise would be controlled so as not to be a nuisance to the abutting neighborhoods. We also heard that the Board of Adjustment would provide us with the protection of a legally enforceable Special Use Permit with conditions intended to prevent any abuses by the school causing the loss of the peaceful

enjoyment of our homes. But, what we heard isn't what was delivered, or what is proposed in the text amendment the Planning Division is recommending now. This is a critical distinction.

3) Since this small private school text amendment would change the restrictions for all the properties in Greenville what efforts is the City making to inform all its citizens on the possible positive and negative impacts on their neighborhoods? This needs to be something other than an advertisement in the Daily Reflector as the majority of folks do not get their news from the Reflector.

City Response: The City is not required by state statute to create an exhaustive list of all citizens and keep them informed of any and all changes. Our job is to follow the applicable statutes and to notify residents of the reasonably anticipated impacts both positive and negative. This change would only potentially add protections for the other existing neighborhoods. Existing small private schools can continue to follow the existing regulations, which is their most likely course of action as they are less restrictive. In addition, the city-wide impact is somewhat limited as this change will only affect small private schools and not public schools.

4) What other recourse do the residents of Greenville have to prevent an unwanted zoning change to be imposed on them by a single developer? Is the information listed somewhere on the City's website? Is it accessible to all residents?

City Response: The recourse to stop a rezoning or a text amendment is through the Planning and Zoning Commission and ultimately through the City Council. As Tom Barnett, Director of Planning and Development Services, stated at the meeting changes can be requested at any time and the decision making authority rests with the Council. All items that come before City Council are shown on the city's website, as well as in the Daily Reflector as required by state law. Any property owner has the ability to develop their property based on development regulations and to request changes to those regulations.

5) Based on current Greenville zoning regulations, would a multisport facility available for unlimited usage be allowed to be built in such a compact site and adjacent to this level of residential density?

City Response: Yes. Often times different zoning classifications are found next to each other. These classifications can be different and enable a variety of uses. In this case, the zoning of the athletic fields is very distinct from the surrounding property. It is zoned residential-agricultural (RA20). Planter's Walk and Planter's Trail are zoned single-family and Quail Ridge is zoned for multi-family. Currently, the zoning code would allow this type of situation in several places around the city.

Response: What then, was the purpose of requiring a special use permit for when this specific property was first developed into a sports complex? Please keep in mind that this property was also placed in the Horizons 2026 Future Land Use and Character Map with the planned growth designation LMDR, which was cited by staff as a reason for not recommending the rezoning to OR when that request was made in December. (OR zoning designation is compatible to the R6 zoning in Quail Ridge, but it did not make a difference then.)

6) Based on current **best practices in urban planning** would a multisport facility available for unlimited usage be allowed to be built in such a compact site and adjacent to this level of residential density?

City Response: Yes, it is considered best practice to locate facilities in places most accessible to the communities they serve. A residential neighborhood next door to a sports facility falls in line with best planning practices and smart growth principles.

7) We have been told repeatedly that Rich is afraid to go back to the BOA and risk losing the SUP and yet last night we also heard that SUP's are rarely revoked. Indeed you did not seem to be able to recall any. So why is the narrative being repeated as if there is a strong likelihood that such a thing would happen and the only option therefore is to go with a text amendment?

City Response: *The narrative is being repeated because it is factual. Any SUP that goes back to BOA for a change or review, is at all times, and has all parts subject to review and change by BOA. The fact that SUP are rarely revoked does not change the fact that they could be revoked or changed.*

Response: It may be *factual*, but it is not *likely*. The irony of this response is that we are repeatedly told that while it is *factual* that the property, under the proposed text amendment could be used every single day, it is not *likely*; we are told that while it is *factual* that the site could be redeveloped and a parking lot placed adjacent to our homes, it is not *likely*. It would seem to us that if Rich Ballot and the city staff expect us to accept an argument that something is *factual* but *not likely* should be a good enough answer for us to agree to these changes, then the same should hold true for withdrawing the text amendment and returning to the BOA. It is not *likely* for severe changes to be made to the SUP *unless JPII is found out of compliance.* It seems to us that Rich's fear in returning to the BOA is rooted in his belief that changes would be *likely*.

8) Can you provide examples of similar small private school text amendments in similar municipalities so we can at least see what is considered normal for this situation? If no such thing exists then why is the city of Greenville seriously considering this option.

City Response: We can not provide you examples of similar small private school regulations combined with outdoor recreational facility regulations in other municipalities. Most other communities regulate their schools (public and/or private) separately from their outdoor recreational facilities. We chose to regulate them as one entity and to create more strict protections that are not found in other communities. The other places we looked at were not as specific or restrictive as the proposed text amendment.

Response: Perhaps there are no other examples because public and private schools build athletic facilities primarily for use by students in school related events and do not build an outsized "outdoor recreational facility" in a residential neighborhood with the intent of renting to third parties which may include non-school related competitive sports teams.

9) I also noted last night that often when a citizen suggested a possible regulation or change, Planning staff would defer to Mr. Balot and ask him if it was acceptable to him. My final question is who is the Planning Department serving and looking out for their best interests? Mr. Balot or the residents of the affected neighborhoods?

City Response: The Planning Department's job is to serve as an arbiter between the community and the property owner who is requesting a change to their land use rights. So when the community made a suggestion for a change, our job was to see whether or not it was acceptable to Mr. Balot, just as when Mr. Balot had a request we looked to the community to see if it was acceptable to them. Our goal is always to reach common ground between both parties so one shouldn't be surprised when we look to either side for their input.

Response: City staff seems to switch their role whenever it is convenient for them. On one hand, they portray this process as a conversation between two "equals" with them serving as a neutral arbiter: Rich on one side with the community on the other. At other times they try to suggest there are three parties: the city staff, Rich, and the community, and then at other times it seems to be the city staff on one side with Rich and the community on the other - and the role they choose to communicate seems to be whichever makes it easiest for them in response to any given question. You can not be the arbiter and also the one who recommends the City Council adopt the document when one side does not support it in its current form; you cannot be a neutral arbiter who shows up to the table with a plan already in place and asks us to sign on to it. You can not be a neutral arbiter when you meet privately with Rich Balot to draft the language and when pressed to meet with both Rich and community representatives you refuse.

From Q&A Parts 2 & 3

1. Under the current SUP, is JPII allowed to host 3rd parties **on the school property**. For example, HOA meetings, voting, etc. The SUP reads, "**The athletic complex shall be used for school related activities. No third party agencies apart from the school shall be permitted to use the complex.**" Please clarify why third party usage of the school complex is not allowed when the SUP seems to limit that restriction to the athletic complex only.

A: This is correct, the restrictions concern only the athletic fields and do not extend to the campus at large.

Response: Thank you for the clarification; we'd are respectfully asking that this clarification be offered to the commissioners and that, specifically, Mr. Ballot be corrected. He continually (and publicly) states that one reason JPII wants to get out of the SUP is so that they can open the school up for third party uses, specifically referencing voting and neighborhood meetings.

2. Mr. Rich Balot continues to claim (and it was repeated by Brad Sceviour at the last meeting) that there are no limits on sound under the current SUP. However, the current SUP reads, "**No outdoor amplified sound shall be allowed.**" At the original BOA meeting it was clarified that this restriction did **not** apply to use of the PA system at athletic events. This would suggest that, outside of athletic events, **the outdoor amplified sound can not be used.** The current proposal of limiting the usage to times **actually seems less restrictive than the current SUP**. Please explain how the current plan is **more restrictive rather than less**.

A: Within the city limits there are exemptions on sound restrictions for athletic events with regard to sound output. This amendment would change that in this case and is more restrictive for athletic events. You are correct that this is less restrictive when it comes to non-athletic usage of the facilities.

Response: Again, thank you for the clarification, and, again, we are respectfully asking that this clarification be offered to the commissioners and that, specifically, Mr. Ballot be corrected. This argument was presented to the P&Z commission and has been repeated publicly by Brad Sceviour at meetings (it was even on a slide presentation at the June 30 public meeting). Specifically, the commission needs to be told, "We originally told you that there were no restrictions on the sound usage and that the proposed text amendment is actually more restrictive. We were incorrect in that statement; amplified sound is currently NOT allowed under the SUP unless it is during an athletic game. This also means that the proposal is less restrictive than the current SUP."

3. At the June 30 meeting with City staff, both neighborhood representatives and Mr. Rich Ballot agreed to the following no use of lights by third parties and no athletic events at all on Sundays. While we indicated there are other areas we are still working towards agreement, everyone present indicated these were areas of

agreement. **Why have these not been included in the revised proposal sent out by city staff?**

A: This is being considered for inclusion in the next draft.

Response: Now that we have seen the next draft, we ask again: why have they not been included?

4. Why in the new proposal has #9 (use of an event permit) been removed?

A: The changes to #10 apply to not only athletic events but non-athletic events that were intended to be captured under #9. With this new frame work, it would have been redundant (and less restrictive) to keep #9 in the amendment.

5. What does this mean?: *All associated recreational facilities shall be treated as an accessory use.* What does it mean for the property owner? Does it allow further development without any restrictions? What does it mean for the adjacent property owners?

A: This sentence essentially means that the recreational fields are dependent upon the school facility for their permitting. This is to make clear that the fields can't be made separate from the school facility unless the underlying zoning district allowed it as an independent use (it does not).

6. The SUP states simply:
E. No lighting shall be directed toward or placed in such a manner as to shine directly into a public right-of-way or residential premises.

Why was the lighting system approved when it has been clearly documented that the glare from the stadium lights shines directly into several homes and onto 14th street?
Why does the proposed text amendment ignore the problem of glare and instead focuses on foot candle measurements which do not address the problem of glare and further burdens the homeowners with the expenses of disputing a lighting complaint?

A: The SUP is not overly specific in this case except for the phrase "shine directly". Even this phrase is not defined. It has been interpreted to mean cast direct light onto a property. The way to measure this is with a light meter. The current development is considered to be compliant under the terms of the SUP. If a complaint is made the city will go out ourselves using industry standard measurement techniques (codified within the amendment) and make a determination. Determinations may always be appealed to the Board of Adjustment for any zoning related issue, but this amendment provides a separate mechanism for redress where either the landowner or the person filing the complaint can have an independent expert take a measurement to avoid a potentially lengthy and expensive appeal process.

Response: This phrase needed no further definition to the audience you presented it to at the BOA hearing, so why does it need further definition now?. A reasonable understanding of the phrase seems very clear - that lights won't be pointed at our yards and we won't be looking up into glare that blinds us. I think it would be fair to say that not one of the homeowners listening to the BOA representation was thinking about "measuring light" during the presentation, particularly light which we also heard was not supposed to cross at our boundary in the first place. Most homeowners would never have heard of a "light meter" before this came up. Also, a light meter wouldn't be needed if the BOA's standard had been complied with. If the Planning Department believes there is an "interpretation" issue, the more reasonable and fair solution for all the parties is to withdraw the text amendment and send it back to the BOA for a new hearing concerning the issues with the lights, instead of trying to codify their "interpretation" into new law which favors only Mr. Balot. The homeowners have already complained heavily about the Planning Department's "interpretation".

7. How many parking spaces are now or will be on the JPII athletic site?

A: There are currently 173 parking spaces on site.

8. Is the site considered to be built out or can further additions be made without the adjoining residents being able to oppose the development?

A: Development is not complete on this site. While it is almost fully built out, once a use is established there is no longer a public input mechanism. Any restrictions to further development would have to be imposed by a text amendment to the zoning ordinance.

Response: This is a significant concern for the neighborhoods. Under the current SUP any changes to the site would be required to go before the BOA for approval, which would provide the neighborhoods to offer feedback regarding the impact any proposals would have on our quality of life. By removing the SUP the city is removing a protection for the neighbors. Mr. Balot likes to present this as a significant barrier to JPII, arguing that "just expanding the cafeteria would require going back to the BOA," and yet if JPII were to complete a long-range site plan - something very common for many organizations - he would minimize having to return over and over again to the BOA. It should be fairly efficient to design a long-range plan for a private school which has specific enrollment goals. The issue seems to be that JPII either does not have long-term goals or continues to change them; when the SUP was first approved they indicated their goal was for less than 200 students; it has now grown to up to 500 students. The lack of planning and goal setting on the part of JPII is not the neighbors problem and should not require the neighborhoods to have to accept the potential for unlimited use and change to the site by the school.

9. The SUP stated:

The athletic complex shall only be used for school related activities. No third party agencies apart from the school shall be permitted to use the complex.

This protected the adjoining neighborhoods from year round and excessive use of amplified sound and light nuisances as the school would be on holidays during the summer which is the time residents would be outdoors enjoying their backyards and decks.

A: This appears to be a statement related to question # 10. See below.

10. Why does the proposed text amendment remove these restrictions and allow for the use of outdoor sound and lighting all year long and from 9:30 am any day of the week until 11 pm on weekends or 5 pm on Sundays. How does this protect the quality of life currently enjoyed by the residents? Why is Sunday use even allowed in the text amendment?

A: The property owner asked that restrictions on third party usage be removed initially. There were light restrictions is amendment would allow third party usage but would is written to accommodate this to a certain extent. Determining an acceptable extent is the purpose of this public input process.

Response: It seems there are some words or phrases missing from this answer - please clarify as it doesn't make sense to us and we're not even sure how to respond.

11. Does the proposed text amendment exempt small private schools from the related zoning ordinance regulations relating to minimum side and rear setbacks, buffer yard regulations and no buildings located within 50 feet of any adjoining property?

A: No this does not create any exemptions to the underlying zoning of the property.

12. What sections of the proposed text amendment does the Planning Department consider to provide more strict protections for the community than the existing SUP?

A: The hours of operation provisions create a stricter framework. There could be more events under the proposed text amendment. However, the range of possible times is unlimited under the SUP. There is also a more specific and less generous lighting standards in the text amendment versus the way the SUP has been interpreted.

Response: The City's answer to this question is the one that really upsets and concerns me the most. There is, in our opinion, no way under the current SUP that St Peter Catholic School and JPII High School could have athletic activities that come close to the complex being used 85 hours per week, which the proposed text amendment would allow. For the City to say "The hours of operation provision creates a stricter framework" is disingenuous and dishonest. It is the introduction of 3rd party usage in the text amendment that creates the major cause for concern because it provides for almost constant use of the complex.

13. What protections does the text amendment provide to prevent the athletic facility from being operated with unlimited year round use by third parties and functioning basically as a commercial fund raising enterprise? The once a week restriction is only for outdoor amplified sound and light. Adjoining homes could still be subject to nuisance noise depending on the activity and the numbers of people in attendance.

A: The current draft places restrictions on third party usage on light and sound and the number of potential hours of use dealing with light and sound have been greatly reduced. It does not place restriction on 3rd party use if the lights and amplified sound system are not being used. Light and amplified sound were the primary causes of nuisance and so they are the issues being directly addressed.

Response: We would just like to point out here that much of the disagreement over lights seems to be around whether the lights, as they currently are operating, are in compliance with the SUP. Mr. Balot and the city staff repeatedly tell us that, on one hand, they meet the standard of not being a “nuisance” because of the ½ foot candle measurement, while the neighborhood continually argues that measurement does not match the SUP, and then here in your answer you specifically state that light was one of the “primary causes of nuisance”. That would seem to suggest you agree with us that the lights do *not* currently meet the standard established in the SUP, thereby reinforcing the perception that one significant goal of this text amendment is to by-pass the orders contained in the SUP and negate them, all to the detriment of the neighbors.

14. The restrictions in the SUP were unanimously approved by the BOA to protect the value and use of the properties in the general neighborhood and the health and safety of the residents.

Furthermore, based upon the totality of the evidence before the Board, and in accordance with Greenville City Code Title 9, Chapter 4, Article E (City Code § 9-4-81 to § 9-4-86), particularly City Code § 9-4-82 (Additional Restrictions), the Board, by unanimous vote, determines and concludes additional conditions, restrictions, and standards should be imposed and required upon the Property as may be necessary to protect the health and safety of workers and residents of the community, and to protect the value and use of property in the general neighborhood.

A: This appears to be a statement related to question #15. See below.

15. How does the text amendment protect the value and use of properties in the general neighborhood when it eliminates the third-party rental restriction and deprives the neighboring community of the ability to regulate the intensity of use of the athletic facility?

(F) Injury to Properties or Improvements. The proposed use will not injure, by value or otherwise, adjoining or abutting property or public improvements in the neighborhood.

(G) Nuisance or Hazard. The proposed use will not constitute a nuisance or hazard. Such nuisance or hazard considerations include but are not limited to the following:

- The number of persons who can reasonably be expected to frequent or attend the establishment at anyone time.
- The intensity of the proposed use in relation to the intensity of adjoining and area uses.
- The visual impact of the proposed use.
- The method of operation or other physical activities of the proposed use.

A: The Board of Adjustment has exercised its ability to protect value and use of the property via the restrictions included in the SUP. However, it places no restrictions of the use of the lights and sound system when used by JPII. This text amendment *does* mitigate the intensity of the use by placing restrictions on when light and sound can be used as well as by regulating their intensity for both JPII as well as much more of a limited use by 3rd parties. And even though it allows 3rd party use, the overall use for both JPII and 3rd parties combined has been reduced when compared to the SUP conditions.

Response: This answer is inconsistent with the response you provided earlier to question #2. The SUP *does* in fact limit restrictions of both light and sound. Regarding sound, the only use allowed in the SUP is for athletic games. Regarding lights, because the use of lights is governed by an SUP which, if not followed, can be altered to further restrict lights, it functionally *does* restrict light usage. The use of lights can not be a nuisance or create a hazard, and if they do then something must be done to remedy that situation *or JPII risks losing the ability to use lights* (something Rich has stated is a primary fear of his in returning to the BOA). As was mentioned in your answer to #2, this text amendment represents an *expansion* of the ability to use sound*, not a further restriction*. We are also arguing that by expanding the availability of the fields to third-party usage *that this text amendment represents an expansion of light use*.

16. Why is the Planning Department supporting this amendment while claiming it is not the responsibility of the Department to determine if property values will be negatively

impacted by the removal of the SUP? During the May Planning and Zoning Commission meeting and also the June 30th Live meeting it became very unclear who is requesting the proposed Text Amendment, Rich Balot or the City of Greenville. When Rich Balot is in agreement on a request that better supports Planters Walk community the city is quick to point out that the request may not be allowed due to how it fits a Small School, meaning other Small Schools in the area would be impacted as well. However, on other items that are more in Rich Balot's favor, but not Planters Walk community, the City is going out of its way to ensure he is in agreement and with seemingly no concern for Planters Walk community.

A: The planning department is supporting this amendment because we have sponsored and drafted the proposal.

a. Who is the sponsor for this Text Amendment?

A: City staff sponsored this amendment.

b. If it is Rich Balot, why can't all specific agreements items between him, Planters Walk, and the other surrounding communities be documented as such in the Text Amendment?

A: Rich Balot is not the sponsor of this amendment.

c. If it is the City of Greenville, why hasn't the City been in the discussions with Planters Walk and Rich Balot? S Q& A

A: We have been in discussions with Mr. Balot as well as stakeholder groups that have asked to meet with staff. Also, staff had a face-to-face meeting with the neighborhoods on June 30 and a zoom meeting on July 16.

Response: These are confusing and contradictory responses. Here is the Planning Department's responses to questions #1,4 and 6 from the Q&A Part 4. The following statement was repeated 3 times in response to the 3 questions. *"In this instance, the property owner does not want to continue to operate under the SUP. He has requested to change the land development regulations that he is currently operating under. It is staff's job to respond and provide recommendations to City Council. Ultimately, the decision is up to City Council. Again, this was not staff's idea to pursue this text amendment."*

Why weren't other city communities included in the June 30th Live meeting if this Text Amendment must apply to other schools and communities as well, not just the communities surrounding JPII? This text amendment will actually restrict

A: Under the text amendment, existing facilities will still be able to continue to operate as they have in the past. If a facility changed the way it operated, then

it would be subject to this text amendment which is more restrictive. Therefore, it not necessary to notify other neighborhoods.

Response: So if another facility were to choose to operate as they have in the past (we assume that means they are operating under an SUP) and switch instead to operating under the proposed text amendment, would they be required to notify the neighborhoods adjoining them or could they simply make that change and the adjoining neighborhoods have to live with it. If it is the later (which, based on how things are going with JPII), then why would those neighborhoods not have the need and right to know *now* of a *potential* change in the future?

17. In SEC. 9-4-103, #10 of the Draft Text Amendment, third party usage of the facilities is limited to one occurrence per week. However, this is still excessive as potentially it could result into usage of 52 Saturdays or Sundays per year, in addition to JPII usage. This does not give any allowance for a break of activity for current residents to enjoy our community. Can this limitation be changed to state “shall be limited to one occurrence per week and not to exceed 2 occurrences per month”?

A: It is possible to make that change to the proposal. Further discussion of the subject will be necessary.

18. SEC. 9-4-103, #8 and #12 of the Draft Text Amendment, speaks to sound limitations. Both limitations noted are very weak and do not cover sound level limitations. Rich Balot has agreed to add a sound limiter to reduce sound levels. Can an agreeable sound decibel level be determined between Rich Balot and Planters Walk and for this decibel level limit be documented within this Text Amendment as well?

A: Staff is working on establishing an acceptable decibel level to be incorporated into the text amendment.

19. The draft (#10) reads one 3rd party event can be held on 1 day per week using lights/sound. Can this be changed to 1 event per month with light/sound? I don't want lights/sound events EVERY weekend. Brad has confirmed that on the other six days events can be held without lights/sound. I added up the total possible hours of use which equals a whopping 82.5 hours/week. A limit of 3 days/week of use by 3rd party should be added.

A: It is possible to make that change to the proposal. Staff is uncertain about a frequency of once per month, which may be excessively restrictive. Further discussion of the subject is necessary.

20. Why does the Greenville City Planning Department consider it proper to allow the school to build the sports complex with one set of rules to protect the homeowners

against potential abuses, and then remove those same rules or modify those rules after the school is built? (Please do not answer that it is because the owner has a right to request a rule change, I already know that. I want to know why the Planning department THINKS IT IS PROPER to recommend such a requested change?). What does the Planning Department think entitles this owner to ask for changes this drastic in nature and have them granted?

A: The Planning Department's job is to serve as an arbiter between the community and the property owner who is requesting a change to their land use rights. Staff does not think an owner is entitled to be granted any request that a person may make. That is a decision for the City Council. Under North Carolina regulations, a property owner has a right to request a change in land use regulations for their property. Remember that initially, the owner was asking for a zone change which he very well may have received, and staff recommended denial on that request. This text amendment is a middle ground between the SUP and the originally proposed rezoning request.

Response: City Council's decisions are heavily influenced by staff's recommendations. Staff has recommended this request, and in doing so is not just acting as some impartial "middle ground" arbiter. Staff is advocating for the property owner. But, the homeowners have no advocate in this process. Nobody is looking after our interests. We've made thoughtful, compelling arguments that support our positions which staff have ignored. Staff could not recommend the property owner's previous rezoning request because the rezoning request did not meet staff's own published criteria for the proposed rezoning request. That published criteria relied heavily on the City's growth plan, Horizon's 2026. Now that there is no published criteria for a text amendment, staff ignores the same criteria that it was required to use in not recommending the rezoning, and cherry picks an irrelevant Horizons clause to recommend a text amendment which will have the exact same negative effects on our properties as the previously proposed rezoning would have had. This is not what "middle ground" arbitration looks like. Staff's actions are a huge assist to Mr. Balot, who gets out of his SUP obligations, and are a disaster for the homeowners who already suffered enough when staff decided not to enforce Mr. Balot's SUP. Staff is not considering the obvious downsides for homeowners in making these recommendations.

21. The school's original special use permit specified that the light cone from the lights would not pass over the boundaries between the school and the homeowner's properties. So, why did the Planning Department's approval of the lights then allow up to one half candle of light to pass over the boundaries, and then use the same half candle specification in the text amendment? Wouldn't an equivalent candle measurement to "no light at the boundary" be “no candle"? It seems reasonable to think that "no candle" would be more consistent with the original conditions set forth by the Planning Division's recommendations to the Board of Adjustment for the approval of the SUP in the first place. Was the "half candle” technical specification necessary because the school didn't actually design its lights in a way that could meet the Board

of Adjustment's stated standard? If so, why didn't the City Engineer and the Planner in charge of managing the development flag it during the development process?

A: The half candle standard is the standard the city uses for all exterior lighting measurements.

Response: That doesn't explain why the BOA standard wasn't followed. This seems to be an evasive answer.

22. Planter's Walk is in an R9S zoning district. R9S does not allow commercial parking lots and driveways to be built next to another homeowner's property. The Horizons 2026 Future Land Use and Character Map identifies the same growth designation of LMDR for both Planter's Walk/Trail and the School's sports complex. The City Planning Division's original recommendation to the Board of Adjustment was that no commercial parking lots or driveways would be permissible on the Planter's Walk and Planter's Trail sides of the complex, consistent with our zoning district and Horizons 2026 Future Land Use and Character Map. Why do the same people (City Planning Division) who felt it was necessary to recommend homeowners be protected from parking lots and driveways at the Board of Adjustment public hearing on January 25, 2018, now believe those homeowners no longer need that protection by recommending a clause in the text amendment that allows parking lots and driveways on the Planter's Walk and Planter's Trail side?

A: The restrictions found in the SUP and the amendment are functionally the same. The wording was changed because there is no definition of where the perimeter begins or ends. The text amendment provides a mechanism for determining that in a way that can account for site constraints (predominantly meant for development at a different site).

Response: We disagree - the restrictions are not "functionally" the same.

- SUP: "No parking or driveways shall be permitted along the perimeter of the site abutting residential homes."
- Text Amendment: "All new driveways and new perimeter parking areas shall be placed as far from abutting residential properties as is reasonably practical as determined by the Director of Engineering or their designee."

"Functionally" the SUP restrictions PROHIBIT it while the text amendment ALLOWS it.

23. How did Horizons 2026 clause 5.2.3 become the clause the Planning Division used to recommend the text amendment? That clause is not applicable to the neighborhoods that are beside the complex. Our neighborhoods don't use the athletic fields or the gym, and the property is fenced off. Even if we did have access the only thing we could do is walk there, and we can do that in our own neighborhood. We would have to drive there to use their facilities, and if we are going to do that there

are already plenty of more "family friendly" parks with things for kids to do in easy driving distance. Justifying the text amendment for the neighborhoods to have access to JP2 doesn't make sense if the neighborhoods don't have access to it or even need access to it. We don't need to lose our SUP protections just so "our HOA can use the JP2 building for a meeting" once a year. (Which is the rhetoric we keep hearing from Rich Balot as supposedly why we need this so called "access"). So please explain the use of this clause to recommend it to the P&Z and to City Council.

A: This text amendment would allow small private schools city-wide. As such, having schools located near neighborhoods increases access to civic sites such as schools.

Response: The only "small private school" asking for this text amendment is Mr. Balot's school, and his reason for asking for it seems to be to break his SUP. This isn't what creating new laws should be about, nor is it about "increasing our neighborhood's access to a civic site". We're fenced off from this "civic site". This is about increasing the rest of the City's access to our neighborhood, and all the disruption it will bring to our lives. It is wrong for the Planning department to recommend treating our neighborhood this way so a rich man can break his legally-binding agreement.

24. The Horizons 2026 Neighborhood Character for our Planter's Walk and Planter's Trail neighborhoods shows that a school located there needs to be scalable to our neighborhood. This complex has arguably already been built way out of scale to our neighborhood. This complex is fit for a college. What sense does it make then, to increase the amount of usage of the sports complex by opening it up to third party use beside our neighborhood?

A: The scale of the project is not being altered with this proposal. The school also has the potential to use the property with a much higher frequency than they currently do. Further it is not possible to allow use by just your neighborhood and not the city at large.

Response: Of course the scale "is being altered" and does not address the thoughtful question we asked. The potential for higher frequency use *is* our problem. It seems that the Planning Division is not adequately considering how this impacts our lives. Under the SUP the use is limited to JP2 and St. Peters. That was the agreement, and they don't seem to care that is what was communicated to our homeowners. With this text amendment, the Planning Department is exposing our neighborhood to the "city at large". JP2 and St. Peters aren't going to use it less by adding third parties. They are just adding third parties, meaning more use and more exposure for us to the traffic and the noise. There is no use "by our neighborhood". That idea is fiction. Our neighborhood doesn't have any sports teams. We're a bunch of families who bought homes in a peaceful neighborhood who are now having to defend our peaceful neighborhood from being hijacked. Our kids can't walk over there and

play baseball or anything. We're fenced off. We just get to enjoy the noise of the "the city at large" through the chain link fence. Using Horizons 5.2.3 makes zero sense for us. "Increasing civic access" has no application for us, and bringing in other sports teams just destroys us. Protecting our neighborhood characterization according to Horizons makes sense. This text amendment should be withdrawn for this reason alone.

25. What provisions are being made to prevent Quail Ridge, Tuckahoe, and Tucker East neighborhoods from becoming the "short cuts" for impatient drivers caught up in the increased traffic from the increased usage of the sports facilities with 3rd party use, especially in consideration that the widening of 14th street is now being delayed indefinitely? What happens at "Rush Hour" on 14th Street Extension when all the 3rd party practices hit at the same times as work and schools are letting out?

A: City streets are public streets and are available for anybody to use. It is not possible to restrict access to them. It is always a possibility that there will be increased traffic at certain points in the future, but the proximity of the complex's entrance to 14th street means it will see the majority of increases in traffic and the likely impact to the internal residential streets will be minimal.

Response: And yet, for the record, the entrance to the site is located off **Quail Ridge Road**, *not* 14th Street. Additionally, for the record, Quail Ridge Road intersects with 14th **at two locations**, one very close to the entrance to the athletic site and one further away, after driving through the neighborhood (an "internal residential street"). This creates two functional exits from the school, one which travels directly through the neighborhood on the "internal residential street". It seems unreasonable to suggest increased traffic impact would only be "minimal"

26. In the last meeting on June 30th we listened to Mr. Barnett tell one of our homeowners that he and his Planning Division didn't have any responsibility to do any due diligence on the effect of our home values, with respect to his recommendation to law makers for this text amendment. Why not? He is supposed to be enforcing our SUP and that document says that our home values were supposed to be protected in connection with this school. Now he is recommending to replace our SUP with this text amendment and abandon our homeowners protection of our home values? Please explain the rationale of that.

A: Staff does not have a responsibility to commission a specific study on the economic impact of any proposed change. It is outside of the normal and reasonable scope of activity for this process. We do take potential impacts to property values into account but that was not what was being discussed with the commissioning of a study. Further, Mr. Barnett is not recommending replacing the SUP with this text amendment.

Response: If Mr. Barnett is not recommending replacing the SUP with the text amendment then why has the planning department stated that it is in support of the text amendment? To quote their response from above:*"The planning department is supporting this amendment because we have sponsored and drafted the proposal."* This is another contradictory statement.

From Q&A Part 4

1. The optics of this text amendment situation have the appearance, in effect, of a "backdoor" zoning change the Planning Division has created for a rich man who has promised to "bring jobs" to Greenville. Please don't take offense at how I say that because it is not my intention to be disrespectful, but actually to inject a little honesty into the discussion. That is how this really looks, and it also looks as though someone has decided that the peaceful use of some of our homes, including my home, is the quid pro quo for those jobs. If I am wrong, please explain how, because this amendment allows activities to take place next to our homes that would not normally be allowed in our zoning district, and damages the peaceful use of our homes.

The Planning Department always provides input on all items that come before the Board of Adjustment. Nothing has changed in policy or staffing, the property owner has requested the change as is his right. Staff has to respond to any request put before a city board or commission. In this instance, the property owner does not want to continue to operate under the SUP. He has requested to change the land development regulations that he is currently operating under. It is staff's job to respond and provide recommendations to City Council. Ultimately, the decision is up to City Council. Again, this was not staff's idea to pursue this text amendment.

This text amendment does not alter the R9S zoning district of your neighborhood, and bear in mind that the text amendment is a replacement to the original rezoning request which would have allowed for increased density on the athletic field property as well as given the owner carte blanche in terms of operation of the athletic fields.

Response: The statement "*This was not staff's idea to pursue this text amendment"* seems inconsistent with what was stated earlier: *"The planning department is supporting this amendment because* ***we have sponsored and drafted the proposal****."*

2. Isn't prohibiting the extent of such incompatible activities next to another owner's property and investment the purpose of zoning laws?

Yes, one of the functions of zoning is to limit the extent and impact of incompatible activities next to each other. However, often times different zoning classifications are found next to each other. These classifications can be

different and enable a variety of uses. In this case, the zoning of the athletic fields is very distinct from the surrounding property. It is zoned residential-agricultural (RA20). Planter's Walk and Planter's Trail are zoned single-family and Quail Ridge is zoned for multi-family. Currently, the zoning code would allow this type of situation in several places around the city. There are other places in the city where a school with an athletic field of similar size and use intensity could be located next to a similar neighborhood to Planters Walk and Planters Trail and they would not need a SUP. This would not be an unusual occurrence.

3. For example, this amendment, among other things, allows JP2 to construct a commercial parking lot next to my home. As far as I know, the zoning district I am in prohibits such commercial use. So does the SUP. Again, if I am misinterpreting this, please explain how.

Neither this amendment nor the SUP have any different regulations relating to construction of parking lots. Any parking lots built for this project will be used in relation to this project and would be subject to the same requirements under the SUP as this amendment. This amendment does not alter your zoning district's parking regulations.

4. Mr. Barnett responded to one of our residents, and I am paraphrasing, that anyone who buys a piece of property has a right to ask for a change in how that land can be used, and, that is just a risk we take when we purchase land. I understand that the request can be made, but that doesn't mean the City automatically has a duty to allow it, which is what this text amendment looks like. And, this is particularly true when the City knows that those changes are detrimental to the neighbors' normal use of their properties. By creating this amendment and rushing it to the P&Z and City Council for a vote, the Planning Division looks like they are handling it as an entitlement that Mr. Balot somehow has, rather than as a normal request would be handled for any regular citizen.

The Planning Department always provides input on all items that come before the Board of Adjustment. Nothing has changed in policy or staffing, the property owner has requested the change as is his right. Staff has to respond to any request put before a city board or commission. In this instance, the property owner does not want to continue to operate under the SUP. He has requested to change the land development regulations that he is currently operating under. It is staff's job to respond and provide recommendations to City Council. Ultimately, the decision is up to City Council. Again, this was not staff's idea to pursue this text amendment.

Response: The statement "*This was not staff's idea to pursue this text amendment"* seems inconsistent with what was stated earlier: *"The planning department is supporting this amendment because* ***we have sponsored and drafted the proposal****."*

5. For example, how does Horizons Clause 5.2.3 (which was cited in Planning's recommended approval of this amendment to P&Z) carry more weight than the Horizons Land Characterization for our neighborhood, which states that school uses are allowed as a secondary use AND need to be SCALABLE to the neighborhood? The fact that our neighborhood Characterization limits school use to secondary, scalable use is an obvious reason the SUP was required by the BOA in the first place. Due to the incredibly close proximity that Mr. Balot chose to place his athletic fields in relation to the homes, removing and/or failing to enforce the SUP is functionally a disaster for some of our homeowners. It is literally putting a football stadium next to someone's back door.

> Horizons is the City's Comprehensive Plan that is referenced for text amendments, special use permits, rezonings, etc… It should be used in its entirety such that no one specific statement is more important than another. There are many statements in the Horizons Plan that could be used to either support or oppose this request. And as explained in some of the meetings, the Horizons Plan is a 20 thousand foot look at the entirety of the city as it moves into the future and is by nature, vague and broad in its outlook. The Zoning Ordinance is the piece that has the force of law and dictates what can and cannot be done on a particular piece of land.

6. Continuing with the thought I expressed above, the text amendment literally reads like a hit list for Mr. Balot's SUP conditions, one by one. I think anyone reading both the text amendment and the SUP side by side could easily come to this conclusion. It is as if the Planning Division is not even trying to hide its bias for Mr. Balot. Am I misunderstanding how it was created? I can understand why Mr. Balot would be eager to do this, but why does the Planning Division seem so eager to do it?

> Staff has to respond to any request put before a city board or commission. In this instance, the property owner does not want to continue to operate under the SUP. He has requested to change the land development regulations that he is currently operating under. It is staff's job to respond and provide recommendations to City Council. Ultimately, the decision is up to City Council. Again, this was not staff's idea to pursue this text amendment.
>
> Response: The statement "*This was not staff's idea to pursue this text amendment"* seems inconsistent with what was stated earlier: *"The planning department is supporting this amendment because* ***we have sponsored and drafted the proposal****."*

7. I would urge the City Planning Division to accept our negotiator's request to withdraw the text amendment at this time so that the neighborhoods and Mr. Balot can continue to make progress toward a solution that benefits all the parties instead of just Mr. Balot. My opinion is that's the best way for the Planning Division to help foster

solutions to this matter, if that is the Planning Division's goal. There is no urgency to hurry this process the way the City Planning Division and Mr. Balot seem to be doing now. Allowing sufficient time for needed remedies in unacceptable lights, noise, and water to be negotiated and take place through continued community discussions makes obvious sense. For example, I like the idea that the negotiation has already resulted in an agreement to review the unacceptable lighting that was allowed to remain on my yard when Mr. Barnett approved Mr. Balot's lights. Some kind of barriers need to be placed in front of those lights so I can use my back yard patio again during the school's games. Barriers were being negotiated between myself and Mr. Balot, and then suddenly abandoned by Mr. Balot after Mr. Barnett approved the lights. I have attached pictures that show how badly out of compliance these lights remain with the BOA's stated standards. I look forward to resuming this discussion.

At the July Planning and Zoning Commission meeting, staff asked for and was granted a continuance until the August meeting. This was the second time staff asked for the item to be continued to allow for more time for the neighborhoods and Mr. Balot to meet and discuss.

Response: For the record, neighborhood members have requested on **seven different occasions** (June 30 face-to-face meeting, July 2 email from Thomas Feller, July 2 email by Dave Caldwell, July 4 email from Kim Hinnant, July 10 email by Dave Caldwell, July 16 Zoom meeting, and July 28 email from Thomas Feller) for the text amendment to be withdrawn. This response is the closest we have ever received to a response to that request, and yet, it still does not provide a direct response to the request to withdraw, rather, you simply state that you have requested continuances. And yet, as mentioned in the emails and in our meetings, continuances do not provide the time nor space to adequately address issues and work towards resolution. We have to wonder why city staff continually refuses to even acknowledge our request and respond to it.

August 14th Comment on Proposed Small Private School Amendment

Once again this text amendment is up for consideration first by the Planning Commission and then by the City Council. The Planning Department has indicated that it supports this text amendment based on:

"In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with Horizons 2026: Greenville's Community Plan Chapter 5 Creating Complete Neighborhoods, Goal 5.2.Complete Neighborhoods Policy 5.2.3. Improve Access to Civic Sites Redevelopment and new development projects should improve access to ***civic sites including parks, squares, playgrounds, and schools.*** *Ideally, most residential properties will be within a quarter-mile of at least one future or existing civic site,* ***Civic sites should occupy prominent parcels in new development and neighborhoods****, elevated areas, and parcels located at the end of a corridor that provides an opportunity to create a quality terminating vista.* ***Therefore, staff recommends approval.****"*

Let's be factual:

1) This is a private, religious school with annual tuition fees of $8,200 so it is only accessible to those who choose to attend it. It is not a neighborhood school. It cannot be considered a public /civic site by any stretch of the imagination. It is a private school by definition!

2) It is fenced in and therefore citizens from the adjoining neighborhoods do not have ready access to the site and entry is subject to the restrictions and conditions of the school administration.

3) It is not a walkable school if the majority of the students are driving to it.

4) It is not a park.

5) It is not a playground.

6) It is highly unlikely that most of the students attending this school and using the athletic facilities live within a quarter mile of the site.

7) The existing residential neighborhoods are not new developments or neighborhoods. The athletic complex has been imposed on pre-existing, stable residential neighborhoods under one set of rules which the owner now seeks to change despite the objections of the residents and with the support of the Planning Department.

8) The SUP allowed for a new use of the land as an athletic facility provided certain restrictions were observed. The text amendment would remove the existing protections and leave the neighborhoods vulnerable to excess and nuisance noise, light and traffic without any recourse.

The Planning Department is not infallible and its support of this text amendment is based on a questionable interpretation of the Horizons 2026 Plan. Just because a land owner has the "right" to develop a property does not mean he has the "privilege" to impose his will on his neighbors and create an environment that is unacceptable to them.

The text amendment will remove the third party rental restrictions on the site and allow it to be used for what amounts to commercial purposes in an area zoned for residential occupancy.

The latest draft allows for amplified sound and use by third parties for up to 52 times in a year:

"there shall be no amplified sound not related to ongoing **athletic competitions** or school events. Operation of the sound and lighting components of the outdoor recreational facilities by **entities other than the associated school**(s) shall be **limited to one occurrence per week**."

Athletic competitions by third parties is not a school related event. The school was allowed to build the athletic facility with the understanding that this would not happen. Where are the protections for the residents which were included in the SUP? At one point we were assured there would be no more than 7 or 8 of these events per year by the school and yet the Planning Department has drafted a document that allows for 52 events per year.

Despite several discussions and what we thought was an agreement there should be no Sunday use of the outdoor facility, the proposed text amendment allows:

On weekends (Friday-Saturday) the hours of operation for outdoor recreation fields for any game, event, or practice shall not exceed one (1) hour after the end of the game, event, or practice **and/or 11pm**, whichever comes first. **On Sunday the hours of operation shall not exceed 5:00 pm.** On all other days the hours of operation shall not exceed 9:30 pm.

Our neighborhoods are not even afforded a day of rest.

We should not have beg or negotiate for commonly accepted practices because of an ill considered decision to install and impose an outsized athletic complex on a residential neighborhood. The residents agreed in good faith to one set of rules and are now being asked by the Planning Department to just roll over, abandon the SUP and accept this breach of faith because it is a "done deal".

Please note that all the machinations to change the zoning did not occur until after the construction was almost completed. These are questionable actions and should not be rewarded but should be challenged instead.

The role of good government is to protect the citizens from abuses of power or privilege. This athletic complex is not an asset to the adjoining neighborhoods which comprise its true **community**. We seek to preserve our rights to live in peace and quiet. The text amendment is a solution in search of a problem. No other small private school has requested this amendment. No other school in Greenville has the potential to negatively impact a neighborhood and the text amendment is a solution to John Paul II's refusal to accept the limits it previously agreed to and honor its contract.

Just say NO and recommend the denial of the proposed text amendment.

Thank you for considering all the information and making an unbiased and impartial decision.

Proposed Small Private School Text Amendment
Neighborhood Response

As a part of the ongoing dialogue between concerned residents in the neighborhoods adjoining the John Paul II athletic complex and the City of Greenville's Planning Department, we were asked to submit our questions to the staff. Based on the answers to our original questions we have significant concerns about the clarity and consistency of the answers and a collective frustration with the resulting draft amendment.

While it should be very clear that the majority of the affected residents support the Special Use Permit with the protections it affords the pre-existing neighborhoods, from our perspective, the Planning Department's support of the text amendment fails to uphold a proclaimed goal of the department.

"The City of Greenville provides a variety of services to support residents as they address neighborhood concerns and build on their neighborhoods' assets to pursue their individual goals."

We would like to submit our collective responses to the answers received from the Planning Department.

Original questions are in black
City answers are in red
Neighborhood responses are in blue

From Q&A Part 1

1) The Special Use Permit (SUP) issued ORDERS relating to the JPII athletic facility provided very specific protections for the residents of the adjoining neighborhoods. Did the BOA made its Orders based on input from the Planning Department? What has changed either in the policies or staffing of the City government that the Planning Department now appears to support the removal of these protections despite the constant and vocal opposition by the residents of the affected neighborhoods?

> **City Response:** Yes, the Planning Department always provides input on all items that come before the Board of Adjustment. Nothing has changed in policy or staffing, the property owner has requested the change as is his right. Staff has to respond to any request put before a city board or commission. In this instance, the property owner does not want to continue to operate under the SUP. He has requested to change the land development regulations that he is currently operating under. It is staff's job to respond and provide recommendations to City Council. Ultimately, the decision is up to City Council. Again, this was not staff's idea to pursue this text amendment.

Response: Staff recommended it though. How did staff consider the implications this change has on the surrounding area once the SUP is removed? Can we see staff's assessment of how the change staff recommended affects the surrounding neighborhoods? What were the factors considered by staff? (We know one factor that wasn't considered - a study on the effect of our property values - based on John Reisch's exchange with Mr. Barnett at the June 30 meeting)

2) Is there a specified percentage of the adjacent property owners who must oppose this text amendment in order for the Planning Department to recommend against it? For example if 60% of the residents in the adjoining neighborhoods are in opposition would that suggest to the Planning Department that perhaps it might not be a good idea to nullify the SUP via the text amendment route? The citizens did not ask for this amendment, the majority of the affected residents oppose the amendment and it is very obvious that there was no need for the amendment other than to accommodate one person.

City Response: There is no specified percentage of who must oppose this text amendment in order for the Planning Department to recommend against the proposal. The neighborhood seems to be under the impression that the Planning Department makes policy. Staff makes recommendations and it is up to the various city boards and commissions and, ultimately the City Council to make a final decision. Any person/entity has the right to ask for a change. It is staff's job to respond to requests. The fact that the citizens did not ask for this amendment does not negate staff's job to respond to a request. Residents are welcome to attend public input meetings and public hearings where they may voice their concerns. Up until this point, there have been three fully noticed public hearings/meetings on this subject and before this process is concluded we will have at least 2 more. At the original BOA hearing, after notification to the neighborhoods, no one voiced opposition.

Response: Does not staff create the policy through the very mechanism of its recommendations? Recommendations are very strong, created through the very process of recommendation, then sent to City Council to vote on. Would it not be fair to say that City Council either accepts or rejects policy created and recommended by staff? It is, in fact, the recommendations that staff is making that has the concern and the attention of our neighborhood. The BOA hearing is a matter of public record, and some of us were at that hearing. We had no reason to oppose anything we heard represented at that Board of Adjustment hearing. What we all heard was a plan presented by the Planning Division's representative and the school's representatives for which the school's lights and noise would be controlled so as not to be a nuisance to the abutting neighborhoods. We also heard that the Board of Adjustment would provide us with the protection of a legally enforceable Special Use Permit with conditions intended to prevent any abuses by the school causing the loss of the peaceful

enjoyment of our homes. But, what we heard isn't what was delivered, or what is proposed in the text amendment the Planning Division is recommending now. This is a critical distinction.

3) Since this small private school text amendment would change the restrictions for all the properties in Greenville what efforts is the City making to inform all its citizens on the possible positive and negative impacts on their neighborhoods? This needs to be something other than an advertisement in the Daily Reflector as the majority of folks do not get their news from the Reflector.

City Response: The City is not required by state statute to create an exhaustive list of all citizens and keep them informed of any and all changes. Our job is to follow the applicable statutes and to notify residents of the reasonably anticipated impacts both positive and negative. This change would only potentially add protections for the other existing neighborhoods. Existing small private schools can continue to follow the existing regulations, which is their most likely course of action as they are less restrictive. In addition, the city-wide impact is somewhat limited as this change will only affect small private schools and not public schools.

4) What other recourse do the residents of Greenville have to prevent an unwanted zoning change to be imposed on them by a single developer? Is the information listed somewhere on the City's website? Is it accessible to all residents?

City Response: The recourse to stop a rezoning or a text amendment is through the Planning and Zoning Commission and ultimately through the City Council. As Tom Barnett, Director of Planning and Development Services, stated at the meeting changes can be requested at any time and the decision making authority rests with the Council. All items that come before City Council are shown on the city's website, as well as in the Daily Reflector as required by state law. Any property owner has the ability to develop their property based on development regulations and to request changes to those regulations.

5) Based on current Greenville zoning regulations, would a multisport facility available for unlimited usage be allowed to be built in such a compact site and adjacent to this level of residential density?

City Response: Yes. Often times different zoning classifications are found next to each other. These classifications can be different and enable a variety of uses. In this case, the zoning of the athletic fields is very distinct from the surrounding property. It is zoned residential-agricultural (RA20). Planter's Walk and Planter's Trail are zoned single-family and Quail Ridge is zoned for multi-family. Currently, the zoning code would allow this type of situation in several places around the city.

Response: What then, was the purpose of requiring a special use permit for when this specific property was first developed into a sports complex? Please keep in mind that this property was also placed in the Horizons 2026 Future Land Use and Character Map with the planned growth designation LMDR, which was cited by staff as a reason for not recommending the rezoning to OR when that request was made in December. (OR zoning designation is compatible to the R6 zoning in Quail Ridge, but it did not make a difference then.)

6) Based on current **best practices in urban planning** would a multisport facility available for unlimited usage be allowed to be built in such a compact site and adjacent to this level of residential density?

City Response: Yes, it is considered best practice to locate facilities in places most accessible to the communities they serve. A residential neighborhood next door to a sports facility falls in line with best planning practices and smart growth principles.

7) We have been told repeatedly that Rich is afraid to go back to the BOA and risk losing the SUP and yet last night we also heard that SUP's are rarely revoked. Indeed you did not seem to be able to recall any. So why is the narrative being repeated as if there is a strong likelihood that such a thing would happen and the only option therefore is to go with a text amendment?

City Response: *The narrative is being repeated because it is factual. Any SUP that goes back to BOA for a change or review, is at all times, and has all parts subject to review and change by BOA. The fact that SUP are rarely revoked does not change the fact that they could be revoked or changed.*

Response: It may be *factual*, but it is not *likely*. The irony of this response is that we are repeatedly told that while it is *factual* that the property, under the proposed text amendment could be used every single day, it is not *likely*; we are told that while it is *factual* that the site could be redeveloped and a parking lot placed adjacent to our homes, it is not *likely*. It would seem to us that if Rich Ballot and the city staff expect us to accept an argument that something is *factual* but *not likely* should be a good enough answer for us to agree to these changes, then the same should hold true for withdrawing the text amendment and returning to the BOA. It is not *likely* for severe changes to be made to the SUP *unless JPII is found out of compliance.* It seems to us that Rich's fear in returning to the BOA is rooted in his belief that changes would be *likely*.

8) Can you provide examples of similar small private school text amendments in similar municipalities so we can at least see what is considered normal for this situation? If no such thing exists then why is the city of Greenville seriously considering this option.

City Response: We can not provide you examples of similar small private school regulations combined with outdoor recreational facility regulations in other municipalities. Most other communities regulate their schools (public and/or private) separately from their outdoor recreational facilities. We chose to regulate them as one entity and to create more strict protections that are not found in other communities. The other places we looked at were not as specific or restrictive as the proposed text amendment.

Response: Perhaps there are no other examples because public and private schools build athletic facilities primarily for use by students in school related events and do not build an outsized "outdoor recreational facility" in a residential neighborhood with the intent of renting to third parties which may include non-school related competitive sports teams.

9) I also noted last night that often when a citizen suggested a possible regulation or change, Planning staff would defer to Mr. Balot and ask him if it was acceptable to him. My final question is who is the Planning Department serving and looking out for their best interests? Mr. Balot or the residents of the affected neighborhoods?

City Response: The Planning Department's job is to serve as an arbiter between the community and the property owner who is requesting a change to their land use rights. So when the community made a suggestion for a change, our job was to see whether or not it was acceptable to Mr. Balot, just as when Mr. Balot had a request we looked to the community to see if it was acceptable to them. Our goal is always to reach common ground between both parties so one shouldn't be surprised when we look to either side for their input.

Response: City staff seems to switch their role whenever it is convenient for them. On one hand, they portray this process as a conversation between two "equals" with them serving as a neutral arbiter: Rich on one side with the community on the other. At other times they try to suggest there are three parties: the city staff, Rich, and the community, and then at other times it seems to be the city staff on one side with Rich and the community on the other - and the role they choose to communicate seems to be whichever makes it easiest for them in response to any given question. You can not be the arbiter and also the one who recommends the City Council adopt the document when one side does not support it in its current form; you cannot be a neutral arbiter who shows up to the table with a plan already in place and asks us to sign on to it. You can not be a neutral arbiter when you meet privately with Rich Balot to draft the language and when pressed to meet with both Rich and community representatives you refuse.

From Q&A Parts 2 & 3

1. Under the current SUP, is JPII allowed to host 3rd parties **on the school property**. For example, HOA meetings, voting, etc. The SUP reads, "**The athletic complex shall be used for school related activities. No third party agencies apart from the school shall be permitted to use the complex.**" Please clarify why third party usage of the school complex is not allowed when the SUP seems to limit that restriction to the athletic complex only.

A: This is correct, the restrictions concern only the athletic fields and do not extend to the campus at large.

Response: Thank you for the clarification; we'd are respectfully asking that this clarification be offered to the commissioners and that, specifically, Mr. Ballot be corrected. He continually (and publicly) states that one reason JPII wants to get out of the SUP is so that they can open the school up for third party uses, specifically referencing voting and neighborhood meetings.

2. Mr. Rich Balot continues to claim (and it was repeated by Brad Sceviour at the last meeting) that there are no limits on sound under the current SUP. However, the current SUP reads, "**No outdoor amplified sound shall be allowed.**" At the original BOA meeting it was clarified that this restriction did **not** apply to use of the PA system at athletic events. This would suggest that, outside of athletic events, **the outdoor amplified sound can not be used.** The current proposal of limiting the usage to times **actually seems less restrictive than the current SUP**. Please explain how the current plan is **more restrictive rather than less**.

A: Within the city limits there are exemptions on sound restrictions for athletic events with regard to sound output. This amendment would change that in this case and is more restrictive for athletic events. You are correct that this is less restrictive when it comes to non-athletic usage of the facilities.

Response: Again, thank you for the clarification, and, again, we are respectfully asking that this clarification be offered to the commissioners and that, specifically, Mr. Ballot be corrected. This argument was presented to the P&Z commission and has been repeated publicly by Brad Sceviour at meetings (it was even on a slide presentation at the June 30 public meeting). Specifically, the commission needs to be told, "We originally told you that there were no restrictions on the sound usage and that the proposed text amendment is actually more restrictive. We were incorrect in that statement; amplified sound is currently NOT allowed under the SUP unless it is during an athletic game. This also means that the proposal is less restrictive than the current SUP."

3. At the June 30 meeting with City staff, both neighborhood representatives and Mr. Rich Ballot agreed to the following no use of lights by third parties and no athletic events at all on Sundays. While we indicated there are other areas we are still working towards agreement, everyone present indicated these were areas of

agreement. **Why have these not been included in the revised proposal sent out by city staff?**

A: This is being considered for inclusion in the next draft.

Response: Now that we have seen the next draft, we ask again: why have they not been included?

4. Why in the new proposal has #9 (use of an event permit) been removed?

A: The changes to #10 apply to not only athletic events but non-athletic events that were intended to be captured under #9. With this new frame work, it would have been redundant (and less restrictive) to keep #9 in the amendment.

5. What does this mean?: *All associated recreational facilities shall be treated as an accessory use.* What does it mean for the property owner? Does it allow further development without any restrictions? What does it mean for the adjacent property owners?

A: This sentence essentially means that the recreational fields are dependent upon the school facility for their permitting. This is to make clear that the fields can't be made separate from the school facility unless the underlying zoning district allowed it as an independent use (it does not).

6. The SUP states simply:
E. No lighting shall be directed toward or placed in such a manner as to shine directly into a public right-of-way or residential premises.

Why was the lighting system approved when it has been clearly documented that the glare from the stadium lights shines directly into several homes and onto 14th street?
Why does the proposed text amendment ignore the problem of glare and instead focuses on foot candle measurements which do not address the problem of glare and further burdens the homeowners with the expenses of disputing a lighting complaint?

A: The SUP is not overly specific in this case except for the phrase "shine directly". Even this phrase is not defined. It has been interpreted to mean cast direct light onto a property. The way to measure this is with a light meter. The current development is considered to be compliant under the terms of the SUP. If a complaint is made the city will go out ourselves using industry standard measurement techniques (codified within the amendment) and make a determination. Determinations may always be appealed to the Board of Adjustment for any zoning related issue, but this amendment provides a separate mechanism for redress where either the landowner or the person filing the complaint can have an independent expert take a measurement to avoid a potentially lengthy and expensive appeal process.

Response: This phrase needed no further definition to the audience you presented it to at the BOA hearing, so why does it need further definition now?. A reasonable understanding of the phrase seems very clear - that lights won't be pointed at our yards and we won't be looking up into glare that blinds us. I think it would be fair to say that not one of the homeowners listening to the BOA representation was thinking about "measuring light" during the presentation, particularly light which we also heard was not supposed to cross at our boundary in the first place. Most homeowners would never have heard of a "light meter" before this came up. Also, a light meter wouldn't be needed if the BOA's standard had been complied with. If the Planning Department believes there is an "interpretation" issue, the more reasonable and fair solution for all the parties is to withdraw the text amendment and send it back to the BOA for a new hearing concerning the issues with the lights, instead of trying to codify their "interpretation" into new law which favors only Mr. Balot. The homeowners have already complained heavily about the Planning Department's "interpretation".

7. How many parking spaces are now or will be on the JPII athletic site?

A: There are currently 173 parking spaces on site.

8. Is the site considered to be built out or can further additions be made without the adjoining residents being able to oppose the development?

A: Development is not complete on this site. While it is almost fully built out, once a use is established there is no longer a public input mechanism. Any restrictions to further development would have to be imposed by a text amendment to the zoning ordinance.

Response: This is a significant concern for the neighborhoods. Under the current SUP any changes to the site would be required to go before the BOA for approval, which would provide the neighborhoods to offer feedback regarding the impact any proposals would have on our quality of life. By removing the SUP the city is removing a protection for the neighbors. Mr. Balot likes to present this as a significant barrier to JPII, arguing that "just expanding the cafeteria would require going back to the BOA," and yet if JPII were to complete a long-range site plan - something very common for many organizations - he would minimize having to return over and over again to the BOA. It should be fairly efficient to design a long-range plan for a private school which has specific enrollment goals. The issue seems to be that JPII either does not have long-term goals or continues to change them; when the SUP was first approved they indicated their goal was for less than 200 students; it has now grown to up to 500 students. The lack of planning and goal setting on the part of JPII is not the neighbors problem and should not require the neighborhoods to have to accept the potential for unlimited use and change to the site by the school.

9. The SUP stated:

The athletic complex shall only be used for school related activities. No third party agencies apart from the school shall be permitted to use the complex.

This protected the adjoining neighborhoods from year round and excessive use of amplified sound and light nuisances as the school would be on holidays during the summer which is the time residents would be outdoors enjoying their backyards and decks.

A: This appears to be a statement related to question # 10. See below.

10. Why does the proposed text amendment remove these restrictions and allow for the use of outdoor sound and lighting all year long and from 9:30 am any day of the week until 11 pm on weekends or 5 pm on Sundays. How does this protect the quality of life currently enjoyed by the residents? Why is Sunday use even allowed in the text amendment?

A: The property owner asked that restrictions on third party usage be removed initially. There were light restrictions is amendment would allow third party usage but would is written to accommodate this to a certain extent. Determining an acceptable extent is the purpose of this public input process.

Response: It seems there are some words or phrases missing from this answer - please clarify as it doesn't make sense to us and we're not even sure how to respond.

11. Does the proposed text amendment exempt small private schools from the related zoning ordinance regulations relating to minimum side and rear setbacks, buffer yard regulations and no buildings located within 50 feet of any adjoining property?

A: No this does not create any exemptions to the underlying zoning of the property.

12. What sections of the proposed text amendment does the Planning Department consider to provide more strict protections for the community than the existing SUP?

A: The hours of operation provisions create a stricter framework. There could be more events under the proposed text amendment. However, the range of possible times is unlimited under the SUP. There is also a more specific and less generous lighting standards in the text amendment versus the way the SUP has been interpreted.

Response: The City's answer to this question is the one that really upsets and concerns me the most. There is, in our opinion, no way under the current SUP that St Peter Catholic School and JPII High School could have athletic activities that come close to the complex being used 85 hours per week, which the proposed text amendment would allow. For the City to say "The hours of operation provision creates a stricter framework" is disingenuous and dishonest. It is the introduction of 3rd party usage in the text amendment that creates the major cause for concern because it provides for almost constant use of the complex.

13. What protections does the text amendment provide to prevent the athletic facility from being operated with unlimited year round use by third parties and functioning basically as a commercial fund raising enterprise? The once a week restriction is only for outdoor amplified sound and light. Adjoining homes could still be subject to nuisance noise depending on the activity and the numbers of people in attendance.

A: The current draft places restrictions on third party usage on light and sound and the number of potential hours of use dealing with light and sound have been greatly reduced. It does not place restriction on 3rd party use if the lights and amplified sound system are not being used. Light and amplified sound were the primary causes of nuisance and so they are the issues being directly addressed.

Response: We would just like to point out here that much of the disagreement over lights seems to be around whether the lights, as they currently are operating, are in compliance with the SUP. Mr. Balot and the city staff repeatedly tell us that, on one hand, they meet the standard of not being a “nuisance” because of the ½ foot candle measurement, while the neighborhood continually argues that measurement does not match the SUP, and then here in your answer you specifically state that light was one of the “primary causes of nuisance”. That would seem to suggest you agree with us that the lights do *not* currently meet the standard established in the SUP, thereby reinforcing the perception that one significant goal of this text amendment is to by-pass the orders contained in the SUP and negate them, all to the detriment of the neighbors.

14. The restrictions in the SUP were unanimously approved by the BOA to protect the value and use of the properties in the general neighborhood and the health and safety of the residents.

Furthermore, based upon the totality of the evidence before the Board, and in accordance with Greenville City Code Title 9, Chapter 4, Article E (City Code § 9-4-81 to § 9-4-86), particularly City Code § 9-4-82 (Additional Restrictions), the Board, by unanimous vote, determines and concludes additional conditions, restrictions, and standards should be imposed and required upon the Property as may be necessary to protect the health and safety of workers and residents of the community, and to protect the value and use of property in the general neighborhood.

A: This appears to be a statement related to question #15. See below.

15. How does the text amendment protect the value and use of properties in the general neighborhood when it eliminates the third-party rental restriction and deprives the neighboring community of the ability to regulate the intensity of use of the athletic facility?

(F) Injury to Properties or Improvements. The proposed use will not injure, by value or otherwise, adjoining or abutting property or public improvements in the neighborhood.

(G) Nuisance or Hazard. The proposed use will not constitute a nuisance or hazard. Such nuisance or hazard considerations include but are not limited to the following:

- The number of persons who can reasonably be expected to frequent or attend the establishment at anyone time.
- The intensity of the proposed use in relation to the intensity of adjoining and area uses.
- The visual impact of the proposed use.
- The method of operation or other physical activities of the proposed use.

A: The Board of Adjustment has exercised its ability to protect value and use of the property via the restrictions included in the SUP. However, it places no restrictions of the use of the lights and sound system when used by JPII. This text amendment *does* mitigate the intensity of the use by placing restrictions on when light and sound can be used as well as by regulating their intensity for both JPII as well as much more of a limited use by 3rd parties. And even though it allows 3rd party use, the overall use for both JPII and 3rd parties combined has been reduced when compared to the SUP conditions.

Response: This answer is inconsistent with the response you provided earlier to question #2. The SUP *does* in fact limit restrictions of both light and sound. Regarding sound, the only use allowed in the SUP is for athletic games. Regarding lights, because the use of lights is governed by an SUP which, if not followed, can be altered to further restrict lights, it functionally *does* restrict light usage. The use of lights can not be a nuisance or create a hazard, and if they do then something must be done to remedy that situation *or JPII risks losing the ability to use lights* (something Rich has stated is a primary fear of his in returning to the BOA). As was mentioned in your answer to #2, this text amendment represents an *expansion* of the ability to use sound*, not a further restriction*. We are also arguing that by expanding the availability of the fields to third-party usage *that this text amendment represents an expansion of light use*.

16. Why is the Planning Department supporting this amendment while claiming it is not the responsibility of the Department to determine if property values will be negatively

impacted by the removal of the SUP? During the May Planning and Zoning Commission meeting and also the June 30th Live meeting it became very unclear who is requesting the proposed Text Amendment, Rich Balot or the City of Greenville. When Rich Balot is in agreement on a request that better supports Planters Walk community the city is quick to point out that the request may not be allowed due to how it fits a Small School, meaning other Small Schools in the area would be impacted as well. However, on other items that are more in Rich Balot's favor, but not Planters Walk community, the City is going out of its way to ensure he is in agreement and with seemingly no concern for Planters Walk community.

A: The planning department is supporting this amendment because we have sponsored and drafted the proposal.

a. Who is the sponsor for this Text Amendment?

A: City staff sponsored this amendment.

b. If it is Rich Balot, why can't all specific agreements items between him, Planters Walk, and the other surrounding communities be documented as such in the Text Amendment?

A: Rich Balot is not the sponsor of this amendment.

c. If it is the City of Greenville, why hasn't the City been in the discussions with Planters Walk and Rich Balot? S Q& A

A: We have been in discussions with Mr. Balot as well as stakeholder groups that have asked to meet with staff. Also, staff had a face-to-face meeting with the neighborhoods on June 30 and a zoom meeting on July 16.

Response: These are confusing and contradictory responses. Here is the Planning Department's responses to questions #1,4 and 6 from the Q&A Part 4. The following statement was repeated 3 times in response to the 3 questions. *"In this instance, the property owner does not want to continue to operate under the SUP. He has requested to change the land development regulations that he is currently operating under. It is staff's job to respond and provide recommendations to City Council. Ultimately, the decision is up to City Council. Again, this was not staff's idea to pursue this text amendment."*

Why weren't other city communities included in the June 30th Live meeting if this Text Amendment must apply to other schools and communities as well, not just the communities surrounding JPII? This text amendment will actually restrict

A: Under the text amendment, existing facilities will still be able to continue to operate as they have in the past. If a facility changed the way it operated, then

it would be subject to this text amendment which is more restrictive. Therefore, it not necessary to notify other neighborhoods.

Response: So if another facility were to choose to operate as they have in the past (we assume that means they are operating under an SUP) and switch instead to operating under the proposed text amendment, would they be required to notify the neighborhoods adjoining them or could they simply make that change and the adjoining neighborhoods have to live with it. If it is the later (which, based on how things are going with JPII), then why would those neighborhoods not have the need and right to know *now* of a *potential* change in the future?

17. In SEC. 9-4-103, #10 of the Draft Text Amendment, third party usage of the facilities is limited to one occurrence per week. However, this is still excessive as potentially it could result into usage of 52 Saturdays or Sundays per year, in addition to JPII usage. This does not give any allowance for a break of activity for current residents to enjoy our community. Can this limitation be changed to state "shall be limited to one occurrence per week and not to exceed 2 occurrences per month"?

A: It is possible to make that change to the proposal. Further discussion of the subject will be necessary.

18. SEC. 9-4-103, #8 and #12 of the Draft Text Amendment, speaks to sound limitations. Both limitations noted are very weak and do not cover sound level limitations. Rich Balot has agreed to add a sound limiter to reduce sound levels. Can an agreeable sound decibel level be determined between Rich Balot and Planters Walk and for this decibel level limit be documented within this Text Amendment as well?

A: Staff is working on establishing an acceptable decibel level to be incorporated into the text amendment.

19. The draft (#10) reads one 3rd party event can be held on 1 day per week using lights/sound. Can this be changed to 1 event per month with light/sound? I don't want lights/sound events EVERY weekend. Brad has confirmed that on the other six days events can be held without lights/sound. I added up the total possible hours of use which equals a whopping 82.5 hours/week. A limit of 3 days/week of use by 3rd party should be added.

A: It is possible to make that change to the proposal. Staff is uncertain about a frequency of once per month, which may be excessively restrictive. Further discussion of the subject is necessary.

20. Why does the Greenville City Planning Department consider it proper to allow the school to build the sports complex with one set of rules to protect the homeowners

against potential abuses, and then remove those same rules or modify those rules after the school is built? (Please do not answer that it is because the owner has a right to request a rule change, I already know that. I want to know why the Planning department THINKS IT IS PROPER to recommend such a requested change?). What does the Planning Department think entitles this owner to ask for changes this drastic in nature and have them granted?

A: The Planning Department's job is to serve as an arbiter between the community and the property owner who is requesting a change to their land use rights. Staff does not think an owner is entitled to be granted any request that a person may make. That is a decision for the City Council. Under North Carolina regulations, a property owner has a right to request a change in land use regulations for their property. Remember that initially, the owner was asking for a zone change which he very well may have received, and staff recommended denial on that request. This text amendment is a middle ground between the SUP and the originally proposed rezoning request.

Response: City Council's decisions are heavily influenced by staff's recommendations. Staff has recommended this request, and in doing so is not just acting as some impartial "middle ground" arbiter. Staff is advocating for the property owner. But, the homeowners have no advocate in this process. Nobody is looking after our interests. We've made thoughtful, compelling arguments that support our positions which staff have ignored. Staff could not recommend the property owner's previous rezoning request because the rezoning request did not meet staff's own published criteria for the proposed rezoning request. That published criteria relied heavily on the City's growth plan, Horizon's 2026. Now that there is no published criteria for a text amendment, staff ignores the same criteria that it was required to use in not recommending the rezoning, and cherry picks an irrelevant Horizons clause to recommend a text amendment which will have the exact same negative effects on our properties as the previously proposed rezoning would have had. This is not what "middle ground" arbitration looks like. Staff's actions are a huge assist to Mr. Balot, who gets out of his SUP obligations, and are a disaster for the homeowners who already suffered enough when staff decided not to enforce Mr. Balot's SUP. Staff is not considering the obvious downsides for homeowners in making these recommendations.

21. The school's original special use permit specified that the light cone from the lights would not pass over the boundaries between the school and the homeowner's properties. So, why did the Planning Department's approval of the lights then allow up to one half candle of light to pass over the boundaries, and then use the same half candle specification in the text amendment? Wouldn't an equivalent candle measurement to "no light at the boundary" be “no candle"? It seems reasonable to think that "no candle" would be more consistent with the original conditions set forth by the Planning Division's recommendations to the Board of Adjustment for the approval of the SUP in the first place. Was the "half candle” technical specification necessary because the school didn't actually design its lights in a way that could meet the Board

of Adjustment's stated standard? If so, why didn't the City Engineer and the Planner in charge of managing the development flag it during the development process?

A: The half candle standard is the standard the city uses for all exterior lighting measurements.

Response: That doesn't explain why the BOA standard wasn't followed. This seems to be an evasive answer.

22. Planter's Walk is in an R9S zoning district. R9S does not allow commercial parking lots and driveways to be built next to another homeowner's property. The Horizons 2026 Future Land Use and Character Map identifies the same growth designation of LMDR for both Planter's Walk/Trail and the School's sports complex. The City Planning Division's original recommendation to the Board of Adjustment was that no commercial parking lots or driveways would be permissible on the Planter's Walk and Planter's Trail sides of the complex, consistent with our zoning district and Horizons 2026 Future Land Use and Character Map. Why do the same people (City Planning Division) who felt it was necessary to recommend homeowners be protected from parking lots and driveways at the Board of Adjustment public hearing on January 25, 2018, now believe those homeowners no longer need that protection by recommending a clause in the text amendment that allows parking lots and driveways on the Planter's Walk and Planter's Trail side?

A: The restrictions found in the SUP and the amendment are functionally the same. The wording was changed because there is no definition of where the perimeter begins or ends. The text amendment provides a mechanism for determining that in a way that can account for site constraints (predominantly meant for development at a different site).

Response: We disagree - the restrictions are not "functionally" the same.

- SUP: "No parking or driveways shall be permitted along the perimeter of the site abutting residential homes."
- Text Amendment: "All new driveways and new perimeter parking areas shall be placed as far from abutting residential properties as is reasonably practical as determined by the Director of Engineering or their designee."

"Functionally" the SUP restrictions PROHIBIT it while the text amendment ALLOWS it.

23. How did Horizons 2026 clause 5.2.3 become the clause the Planning Division used to recommend the text amendment? That clause is not applicable to the neighborhoods that are beside the complex. Our neighborhoods don't use the athletic fields or the gym, and the property is fenced off. Even if we did have access the only thing we could do is walk there, and we can do that in our own neighborhood. We would have to drive there to use their facilities, and if we are going to do that there

are already plenty of more "family friendly" parks with things for kids to do in easy driving distance. Justifying the text amendment for the neighborhoods to have access to JP2 doesn't make sense if the neighborhoods don't have access to it or even need access to it. We don't need to lose our SUP protections just so "our HOA can use the JP2 building for a meeting" once a year. (Which is the rhetoric we keep hearing from Rich Balot as supposedly why we need this so called "access"). So please explain the use of this clause to recommend it to the P&Z and to City Council.

A: This text amendment would allow small private schools city-wide. As such, having schools located near neighborhoods increases access to civic sites such as schools.

Response: The only "small private school" asking for this text amendment is Mr. Balot's school, and his reason for asking for it seems to be to break his SUP. This isn't what creating new laws should be about, nor is it about "increasing our neighborhood's access to a civic site". We're fenced off from this "civic site". This is about increasing the rest of the City's access to our neighborhood, and all the disruption it will bring to our lives. It is wrong for the Planning department to recommend treating our neighborhood this way so a rich man can break his legally-binding agreement.

24. The Horizons 2026 Neighborhood Character for our Planter's Walk and Planter's Trail neighborhoods shows that a school located there needs to be scalable to our neighborhood. This complex has arguably already been built way out of scale to our neighborhood. This complex is fit for a college. What sense does it make then, to increase the amount of usage of the sports complex by opening it up to third party use beside our neighborhood?

A: The scale of the project is not being altered with this proposal. The school also has the potential to use the property with a much higher frequency than they currently do. Further it is not possible to allow use by just your neighborhood and not the city at large.

Response: Of course the scale "is being altered" and does not address the thoughtful question we asked. The potential for higher frequency use *is* our problem. It seems that the Planning Division is not adequately considering how this impacts our lives. Under the SUP the use is limited to JP2 and St. Peters. That was the agreement, and they don't seem to care that is what was communicated to our homeowners. With this text amendment, the Planning Department is exposing our neighborhood to the "city at large". JP2 and St. Peters aren't going to use it less by adding third parties. They are just adding third parties, meaning more use and more exposure for us to the traffic and the noise. There is no use "by our neighborhood". That idea is fiction. Our neighborhood doesn't have any sports teams. We're a bunch of families who bought homes in a peaceful neighborhood who are now having to defend our peaceful neighborhood from being hijacked. Our kids can't walk over there and

play baseball or anything. We're fenced off. We just get to enjoy the noise of the "the city at large" through the chain link fence. Using Horizons 5.2.3 makes zero sense for us. "Increasing civic access" has no application for us, and bringing in other sports teams just destroys us. Protecting our neighborhood characterization according to Horizons makes sense. This text amendment should be withdrawn for this reason alone.

25. What provisions are being made to prevent Quail Ridge, Tuckahoe, and Tucker East neighborhoods from becoming the "short cuts" for impatient drivers caught up in the increased traffic from the increased usage of the sports facilities with 3rd party use, especially in consideration that the widening of 14th street is now being delayed indefinitely? What happens at "Rush Hour" on 14th Street Extension when all the 3rd party practices hit at the same times as work and schools are letting out?

A: City streets are public streets and are available for anybody to use. It is not possible to restrict access to them. It is always a possibility that there will be increased traffic at certain points in the future, but the proximity of the complex's entrance to 14th street means it will see the majority of increases in traffic and the likely impact to the internal residential streets will be minimal.

Response: And yet, for the record, the entrance to the site is located off **Quail Ridge Road**, *not* 14th Street. Additionally, for the record, Quail Ridge Road intersects with 14th **at two locations**, one very close to the entrance to the athletic site and one further away, after driving through the neighborhood (an "internal residential street"). This creates two functional exits from the school, one which travels directly through the neighborhood on the "internal residential street". It seems unreasonable to suggest increased traffic impact would only be "minimal"

26. In the last meeting on June 30th we listened to Mr. Barnett tell one of our homeowners that he and his Planning Division didn't have any responsibility to do any due diligence on the effect of our home values, with respect to his recommendation to law makers for this text amendment. Why not? He is supposed to be enforcing our SUP and that document says that our home values were supposed to be protected in connection with this school. Now he is recommending to replace our SUP with this text amendment and abandon our homeowners protection of our home values? Please explain the rationale of that.

A: Staff does not have a responsibility to commission a specific study on the economic impact of any proposed change. It is outside of the normal and reasonable scope of activity for this process. We do take potential impacts to property values into account but that was not what was being discussed with the commissioning of a study. Further, Mr. Barnett is not recommending replacing the SUP with this text amendment.

Response: If Mr. Barnett is not recommending replacing the SUP with the text amendment then why has the planning department stated that it is in support of the text amendment? To quote their response from above:*"The planning department is supporting this amendment because we have sponsored and drafted the proposal."* This is another contradictory statement.

From Q&A Part 4

1. The optics of this text amendment situation have the appearance, in effect, of a "backdoor" zoning change the Planning Division has created for a rich man who has promised to "bring jobs" to Greenville. Please don't take offense at how I say that because it is not my intention to be disrespectful, but actually to inject a little honesty into the discussion. That is how this really looks, and it also looks as though someone has decided that the peaceful use of some of our homes, including my home, is the quid pro quo for those jobs. If I am wrong, please explain how, because this amendment allows activities to take place next to our homes that would not normally be allowed in our zoning district, and damages the peaceful use of our homes.

The Planning Department always provides input on all items that come before the Board of Adjustment. Nothing has changed in policy or staffing, the property owner has requested the change as is his right. Staff has to respond to any request put before a city board or commission. In this instance, the property owner does not want to continue to operate under the SUP. He has requested to change the land development regulations that he is currently operating under. It is staff's job to respond and provide recommendations to City Council. Ultimately, the decision is up to City Council. Again, this was not staff's idea to pursue this text amendment.

This text amendment does not alter the R9S zoning district of your neighborhood, and bear in mind that the text amendment is a replacement to the original rezoning request which would have allowed for increased density on the athletic field property as well as given the owner carte blanche in terms of operation of the athletic fields.

Response: The statement "*This was not staff's idea to pursue this text amendment"* seems inconsistent with what was stated earlier: *"The planning department is supporting this amendment because* ***we have sponsored and drafted the proposal****."*

2. Isn't prohibiting the extent of such incompatible activities next to another owner's property and investment the purpose of zoning laws?

Yes, one of the functions of zoning is to limit the extent and impact of incompatible activities next to each other. However, often times different zoning classifications are found next to each other. These classifications can be

different and enable a variety of uses. In this case, the zoning of the athletic fields is very distinct from the surrounding property. It is zoned residential-agricultural (RA20). Planter's Walk and Planter's Trail are zoned single-family and Quail Ridge is zoned for multi-family. Currently, the zoning code would allow this type of situation in several places around the city. There are other places in the city where a school with an athletic field of similar size and use intensity could be located next to a similar neighborhood to Planters Walk and Planters Trail and they would not need a SUP. This would not be an unusual occurrence.

3. For example, this amendment, among other things, allows JP2 to construct a commercial parking lot next to my home. As far as I know, the zoning district I am in prohibits such commercial use. So does the SUP. Again, if I am misinterpreting this, please explain how.

Neither this amendment nor the SUP have any different regulations relating to construction of parking lots. Any parking lots built for this project will be used in relation to this project and would be subject to the same requirements under the SUP as this amendment. This amendment does not alter your zoning district's parking regulations.

4. Mr. Barnett responded to one of our residents, and I am paraphrasing, that anyone who buys a piece of property has a right to ask for a change in how that land can be used, and, that is just a risk we take when we purchase land. I understand that the request can be made, but that doesn't mean the City automatically has a duty to allow it, which is what this text amendment looks like. And, this is particularly true when the City knows that those changes are detrimental to the neighbors' normal use of their properties. By creating this amendment and rushing it to the P&Z and City Council for a vote, the Planning Division looks like they are handling it as an entitlement that Mr. Balot somehow has, rather than as a normal request would be handled for any regular citizen.

The Planning Department always provides input on all items that come before the Board of Adjustment. Nothing has changed in policy or staffing, the property owner has requested the change as is his right. Staff has to respond to any request put before a city board or commission. In this instance, the property owner does not want to continue to operate under the SUP. He has requested to change the land development regulations that he is currently operating under. It is staff's job to respond and provide recommendations to City Council. Ultimately, the decision is up to City Council. Again, this was not staff's idea to pursue this text amendment.

Response: The statement "*This was not staff's idea to pursue this text amendment"* seems inconsistent with what was stated earlier: *"The planning department is supporting this amendment because* ***we have sponsored and drafted the proposal****."*

5. For example, how does Horizons Clause 5.2.3 (which was cited in Planning's recommended approval of this amendment to P&Z) carry more weight than the Horizons Land Characterization for our neighborhood, which states that school uses are allowed as a secondary use AND need to be SCALABLE to the neighborhood? The fact that our neighborhood Characterization limits school use to secondary, scalable use is an obvious reason the SUP was required by the BOA in the first place. Due to the incredibly close proximity that Mr. Balot chose to place his athletic fields in relation to the homes, removing and/or failing to enforce the SUP is functionally a disaster for some of our homeowners. It is literally putting a football stadium next to someone's back door.

> Horizons is the City's Comprehensive Plan that is referenced for text amendments, special use permits, rezonings, etc… It should be used in its entirety such that no one specific statement is more important than another. There are many statements in the Horizons Plan that could be used to either support or oppose this request. And as explained in some of the meetings, the Horizons Plan is a 20 thousand foot look at the entirety of the city as it moves into the future and is by nature, vague and broad in its outlook. The Zoning Ordinance is the piece that has the force of law and dictates what can and cannot be done on a particular piece of land.

6. Continuing with the thought I expressed above, the text amendment literally reads like a hit list for Mr. Balot's SUP conditions, one by one. I think anyone reading both the text amendment and the SUP side by side could easily come to this conclusion. It is as if the Planning Division is not even trying to hide its bias for Mr. Balot. Am I misunderstanding how it was created? I can understand why Mr. Balot would be eager to do this, but why does the Planning Division seem so eager to do it?

> Staff has to respond to any request put before a city board or commission. In this instance, the property owner does not want to continue to operate under the SUP. He has requested to change the land development regulations that he is currently operating under. It is staff's job to respond and provide recommendations to City Council. Ultimately, the decision is up to City Council. Again, this was not staff's idea to pursue this text amendment.
>
> Response: The statement "*This was not staff's idea to pursue this text amendment"* seems inconsistent with what was stated earlier: *"The planning department is supporting this amendment because* ***we have sponsored and drafted the proposal****."*

7. I would urge the City Planning Division to accept our negotiator's request to withdraw the text amendment at this time so that the neighborhoods and Mr. Balot can continue to make progress toward a solution that benefits all the parties instead of just Mr. Balot. My opinion is that's the best way for the Planning Division to help foster

solutions to this matter, if that is the Planning Division's goal. There is no urgency to hurry this process the way the City Planning Division and Mr. Balot seem to be doing now. Allowing sufficient time for needed remedies in unacceptable lights, noise, and water to be negotiated and take place through continued community discussions makes obvious sense. For example, I like the idea that the negotiation has already resulted in an agreement to review the unacceptable lighting that was allowed to remain on my yard when Mr. Barnett approved Mr. Balot's lights. Some kind of barriers need to be placed in front of those lights so I can use my back yard patio again during the school's games. Barriers were being negotiated between myself and Mr. Balot, and then suddenly abandoned by Mr. Balot after Mr. Barnett approved the lights. I have attached pictures that show how badly out of compliance these lights remain with the BOA's stated standards. I look forward to resuming this discussion.

> At the July Planning and Zoning Commission meeting, staff asked for and was granted a continuance until the August meeting. This was the second time staff asked for the item to be continued to allow for more time for the neighborhoods and Mr. Balot to meet and discuss.
>
> Response: For the record, neighborhood members have requested on **seven different occasions** (June 30 face-to-face meeting, July 2 email from Thomas Feller, July 2 email by Dave Caldwell, July 4 email from Kim Hinnant, July 10 email by Dave Caldwell, July 16 Zoom meeting, and July 28 email from Thomas Feller) for the text amendment to be withdrawn. This response is the closest we have ever received to a response to that request, and yet, it still does not provide a direct response to the request to withdraw, rather, you simply state that you have requested continuances. And yet, as mentioned in the emails and in our meetings, continuances do not provide the time nor space to adequately address issues and work towards resolution. We have to wonder why city staff continually refuses to even acknowledge our request and respond to it.

Response to Planning and Zoning Commission Meeting August 18,2020

Just in case my previous submitted public comments were not read (August 14), I will reiterate. The attempts to portray this athletic facility as a civic site and a philanthropic gift to the community is a false narrative.

My understanding of a civic space is a space accessible **by all and benefiting all,** and includes such places as public schools, libraries and parks.

A private, fenced in and gated facility accessible only to those granted permission by the owner is not a civic site. It is really more similar to a private club. Neither can it be considered a philanthropic gift when it becomes a source of nuisance sound, light and increased traffic to the very community it has imposed itself under what now appears to be false pretenses.

An actual philanthropic gift would have been to donate the money to a public agency such as Parks and Recreation for the development of athletic facilities in areas of the city most in need of those services and in a manner acceptable to the adjoining neighborhoods. This is not what happened.

Instead this project shoehorns an athletic complex into a residential neighborhood under the guise of being used only by the school and its feeder school and now seeks to change the rules to allow third party rentals.

It was suggested tonight that there were only **three options** to resolving the John Paul II athletic fiasco since it **is an already built project**. In other words, Mr. Balot gets to spend his way into a self created dilemma and the neighbors should accept it because it has already been built! **Our residences were already built** so who gets priority?

For those who are unaware, in October 2000, over 87.45 acres of land on Dickinson Avenue was purchased by the Diocese of Raleigh for the construction of a church and high school (Parcel #22777). John Paul II had the option of remaining on Dickinson Avenue but chose to relocate to a residential neighborhood for reasons of their own. We are now being made to regret our initial acceptance of their promise to be a good neighbor and to honor the SUPs under which they were able to establish the school .

Option 1) The initial zoning change that Mr. Balot thought was a great idea but the Planning Department rightly determined was not in accordance with established planning norms and certainly not acceptable to the residents. This is what we are being threatened with. If you don't accept the text amendment then Mr. Balot may renew his original zoning change attempt and you would be worse off. Wow! It suggests that for a reasonable citizen, there should be a lack of faith in our system of governance and a distrust of our elected officials to protect the citizens from bad policy making.

Option 2) A return to the BOA for another SUP amendment which Mr. Balot refused to consider. So that apparently ruled this option out as a viable alternative for the Planning Department. Never mind that the actual affected residents wanted this to be the only option and have said so repeatedly. Our collective voices and property rights apparently count for less than Mr. Balot's. Is this a defensible position to take? Mr. Balot should not have a problem going back to the BOA with reasonable requests if he is not in violation of the SUP. That is how the system is supposed to work for everyone. No special treatment should be afforded an individual simply because they have the means to invest a lot of money in a private school. There should be justice and fairness in policy making decisions. It's called social equity.

Option 3) The tortuous crafting of a text amendment which affects the entire city but was created for the sole purpose of removing Mr. Balot from the restrictions of the SUP. No other small private school is in need of this amendment. There was no outcry of demand from the citizens of Greenville for this amendment. This is a solution in search of a problem. The real problem is one person's decision to invest a lot of money in one private school and now seeks to abandon an agreement made in good faith. This is what is being foisted on us as the logical alternative and we are supposed to accept it and stop being so uncooperative, unappreciative and time consuming.

How about a 4th option?

4) Tell Mr. Balot.... No. He cannot get a different kind of zoning ordinance passed just to allow him to completely ignore the rights, feelings and opinions of the neighbors to whom he initially professed that he wanted to be a good neighbor. We are asking you to withdraw this text amendment and if it does go before the City Council it should go with the expressed disapproval of the Commission. Mr. Balot still has the option of going back to the BOA and negotiating again in good faith with input from the neighborhoods.

This text amendment sets a terrible precedent for anyone unscrupulous enough to negotiate an agreement with the intent to break the agreement once the building process is completed. It allows Mr. Balot to abandon negotiations with the neighbors to resolve the issues which are still unresolved.

This action should not be rewarded, encouraged or ignored. The public would be on notice to strenuously challenge future SUPs if they can be so easily overturned by one developer who changes his mind about the agreement.

A remark was also made last night that the current SUP did not limit the school's use of outdoor amplified sound in athletic events. We were told that currently John Paul II could use it 24/7 if they so choose and the text amendment would prevent that. That sounds like a potentially exhausting situation for the rather small student body. They could literally wear themselves out in their outdoor athletic endeavors. When would they find the time to study? So that is not a likely scenario to use to rationalize the text amendment. Indeed Mr. Balot has gone on record as saying that it would only be 7 or 8 games in a school year in which outdoor amplified sound and stadium lights would be used by the school.

That 7-8 game limit would not be the case if third party rentals were allowed.

It is especially aggravating to see the addition of "athletic competitions" being added to section 8 of the text amendment. Allowing non-school related competitive events to take place at the site is basically allowing commercial use of the property. That should not be permitted or encouraged and this is one of our greatest fears. How are we to view this change as an improvement when it adds to the potential for abuse without giving us any legal recourse?

The text amendment is being touted as the most palatable solution for both parties. It is not.

It may be acceptable to Mr. Balot as he spoke in support of it tonight, but it is not acceptable to the 300+ citizens who signed the petition stating their support for the SUP to remain in place.

Despite Mr. Balot's dismissal of the submitted petitions and characterizing those who speak in opposition as being the chronically dissatisfied, we do not have to go back and collect signatures for each iteration of a

text amendment when the signees have stated expressly that they do not want or support a text amendment and want the SUP to be upheld. How many different times must this be said and in how many different ways before we are understood?

*"The initial **special use permit** put into place allowing the athletic teams and students of JPII and St. Peters School only to use the aforementioned fields and facilities be **kept in place** and the **text amendment be withdrawn** by JPII and Rich Balot or **dismissed by the Greenville Planning and Zoning Committee and the Greenville City Council** due to the significant impact that would be inflicted on said surrounding neighborhoods, including excessive noise by multiple teams/groups and use of high-powered lighting and the hours which these impacts could be felt."*

We are asking that our individual property rights be held equal to Mr. Balot's. Collectively our rights should have more weight.

We have the right to continue to enjoy the peace and ambiance of our residential neighborhoods and he has the right and obligation to honor his written and spoken word. Our quality of life is being threatened.

We cannot assume that there won't be further encroachment on our rights to enjoy our properties and that is why we are so adamant about requiring Mr. Balot to work within the SUP and renegotiate within its confines.

We have indicated a willingness to support amending the SUP to allow limited third party rentals of the outdoor facility but he needs to work with us to establish those limits. There does not seem to be any objections to use of the indoor facilities by third parties.

We are not opposed to the school, we are opposed to an administration which supports the dismissal of a contract made in good faith.

We are opposed to excessive use, noise and light and a lack of legal recourse if conditions deteriorate in the future. The text amendment allows for more use than we have agreed to and removes our right to object.

A few basic questions should be asked: Why did Mr. Balot invest so much money in a site knowing that there were restrictions on third party rentals? Did he intend to honor those restrictions? Did he believe those restrictions could be easily put aside once the complex was built? Should these actions be upheld or should they be discouraged?

It is ironic that a sports complex which should be a place where good sportsmanship and fair play is taught appears intent on changing the rules after the game has begun.

What is the Golden Rule being demonstrated to our youth and our community?

He who has the gold makes the rules.

Submitted by: Joni Torres, Planters Walk resident

Albi & Sarah McLawhorn
2104 Crooked Creek Rd.
Greenville, NC 27858
Phone: 252.215.3072

albimclawhorn@gmail.com

August 19, 2020

Attn: To Whom It May Concern

RE: John Paul Athletic Complex
Resident Comments

To Whom It May Concern:

Over fifteen years ago, my wife and I bought our first home in Greenville's Planters Walk neighborhood. We were excited to move into the neighborhood as it was close to work and many Greenville's amenities. Few places in Greenville felt both urban and sylvan simultaneously, but Planters Walk did. Finding it was why we moved from the Pitt County countryside into town.

As an architect, I have a passion for smart development, the type that attracts a diversity of people into our wonderful city. It is only with smart development that we will continue to attract residents, good jobs, and investments while also preserving the quality of life that attracted my family and some many others to Greenville in the first place.

I been following much of the ongoing correspondence and public input regarding the JP2 Athletic Complex, and believe the balancing act between smart development and quality of life referenced in my introduction to be seminal to how all of us should think regarding the matter.

My wife and I now have three young children, Liam, Eleanor, and Tilly, and while I care immensely about the situation with JP2, I am also concerned about the broader precedent being set and how it impacts the broader City of Greenville, the public's trust in how important decisions are made, and the balance between smart development and quality of life issues that will define the future of Greenville for the next generation.

Regarding the impact to the broader City of Greenville, there are already well-established rules and restrictions related to noise, light, etc. While everyone involved is probably intimately aware of these restrictions by now, I have included those herein as a convenient reference. As someone born in Greenville, I have a deep-rooted passion for everything sports, including ECU athletics and Friday night high-school football. For six to ten events per year, we can hear Dowdy-Ficklen from our house…and honestly, I hope to hear the cannon a bit more. Similarly, Friday night football often impacts adjacent properties for six to ten events per season. Since only a few sports have large enough crowds to merit significant amplified sound, the overall impact to surrounding residents is fairly limited.

The existing rules for sound and light within Greenville for sport venues were largely written around these types of events and what I will call the 'Friday-Night Lights' type events…limited in number, planned well in advance with a schedule easily available to neighbors, etc.

To my knowledge, the history behind our present noise ordinances as they relate to the JP2 Athletic facility and the broader context of Greenville have not been fully considered. Placing a private facility which is capable of replicating the noise of ECU's athletic facilities within a location surrounded by established residential neighborhoods presents a new set of considerations, considerations that will implicate all of Greenville. If the total number of events (both JP2 events and third-party events), were clearly limited to between six and ten events annually and those events were scheduled so residents could plan for them, then the narrative would be somewhat analogous to what happens at most public high schools. Any deviations exceeding a limited number of events could be permitted on a case by case basis (as is presently already the case). To the best of my knowledge, this is not what is being discussed.

OFFENSES AND PUBLIC NUISANCES

Use Occupancy Category	Time	Sound Level Limit (dB(A))
Residential	7:00 a.m.--11:00 p.m.	60
	11:00 p.m.--7:00 a.m.	55
Public space, commercial or business	7:00 a.m.--11:00 p.m. 11:00 p.m.--7:00 a.m.	65 60
Manufacturing, industrial or agricultural	At all times	75

(d) Sound levels in excess of the limits established in Table 1 will be permitted in public space, commercial or business space, manufacturing, industrial or agricultural space, but not on residential space, as follows:

Table 2

	Without Permit (dB(A))	With Permit to Exceed (dB(A))
Weekends (Friday 5:00 p.m.--11:00 p.m. Sunday)	70	80
Holidays (as defined in section 12-5-2)(Noon—11:00 p.m.)	70	80

JP2's Athletic Complex is private and once the present text amendment process has run it's course, the facility will not be accountable in any way to the adjacent community. Conversely, public facilities are funded and managed through decisions made by elected leaders. When there is a problem with how a public facility impacts neighbors, there is an ongoing public process which allows for autocorrection. This is not the case for private facilities. Once rules such as those under consideration are passed, it is very difficult to undo or correct them subsequently. If every church in Greenville had space and means to install a similar facility, would it be appropriate? How many neighborhoods could potentially be impacted by decisions being made to accommodate JP2? I don't think anyone in Planter's Walk or the adjacent neighborhoods could reasonably object to a scenario where the total number of amplified events are analogous to a public high school, events are scheduled with ample public notice, and there is some type of public mechanism should non-compliance or modification to rules be needed.

Trust in government is paramount to a health democracy. We, the citizens of Greenville, should feel like decisions are being made with the public's best interest in mind. The JP2 process is a textbook example of the public process being undermined. All parties involved know that if the JP2 Athletic Complex's developer had not been involved in bringing 200+ jobs to Greenville, none of the rule modifications, Greenville city staff time, etc. would have been allocated nor would the situation have gotten to this point. The facility was approved under one set of rules. Had the present intentions regarding the use of the JP2 Athletic Complex been expressed at the original approval of the facility, it would have been denied. This circumventing of the public process sows the seed for mistrust.

As a citizen who wants good jobs in Greenville, I am grateful to those working tirelessly to improve our city, but not at the expense of the public trust in government. Presently Covid has forced many of us to re-image work, school, government meetings, etc. I say this because there is a major difference in casting a vote virtually and the public pressure and accountability that comes from sitting in the same room (Council Chambers) with a room full of families, friends, neighbors, etc. Just because Covid is forcing us to adapt, doesn't mean that the accountability of our leaders to their constituency should diminish. I know we are all doing our best with the present situation, but that doesn't mean that the JP2 situation and other public process are being helped by being virtual. I believe we are all committed to making public decisions the right way, and I hope that any virtual votes cast related to JP2 or other city business are mindful of the present limitations of government.

My final point of concern is the balance between smart development and quality of life. It is the quality of life afforded to my family that keeps me in Greenville. I volunteered on Uptown Greenville's executive board for many years because of my commitment to smart development. I would love to see a walkable dense city center continue to grow and emerge, while simultaneously limiting uncontrolled sprawl of low quality development into the beautiful surrounding countryside. If JP2's Athletic Complex were more akin to Boyd Lee Park (but funded by a major private donor), then my kids would have a park they could walk to. Not long ago, the JP2 Complex was a farm field, a place where my kids and I would use to walk our dogs. Having grown up on a farm myself, we were respectful of the crops and picked up random trash at the edges of the field. At one point, the farmer even offered my young son a ride in the combine. He still talks about that experience some seven years later. We also walked along the edges of the field to the Quail Ridge pool. The field was a place where memories were made, and a valuable 'part' of our neighborhood long before the JP2 facility. On Christmas day when the JP2 facility was being built, my kids and I walked to the edges of the property to look at the progress and someone yelled at us saying they were going to call the cops…on Christmas. Shortly thereafter a chain-link fence was installed around the JP2 facility with NO TRESSPASSING signs every 30 feet around the entire fence. It was the exact opposite of neighborly.

As a design professional, I'm keenly aware of the ingredients that make-up smart development. None of those principles appear to have been followed with the development of the JP2 Athletic Complex.

Everyone wants good neighbors. I've always done my best to be one. As a resident of Greenville's Planters Walk neighborhood, I don't think it is too much to expect a church affiliated facility to exemplify what it means to be a good neighbor. No rules should be amended without the consideration of what it would be like to live next to the JP2 Athletic Complex.

Sincerely,

Albrecht McLawhorn, AIA, NCARB

2104 Crooked Creek Rd.
Greenville, NC 27858

file: e:\misc\200819-jp2 letter.docx

August 19, 2020

Re: Small Private School Amendment

To the Planning & Zoning Commission Members –

Thank you again for listening to our concerns on Tuesday evening, as the issue of the small private school text amendment is a significant one for our community at large and our neighborhoods in particular. Your careful consideration of the matter and attention to detail is much appreciated. I mentioned during my presentation that, due to time constraints, I was not able to fully elaborate on my main points; in this letter I will respond to some of what was said by others as well as offer clarification on my comments.

To begin, I do want to return to what Mr. Maxwell said about the P&Z commission not making a motion for a text amendment to be pursued. This is something which was repeatedly told to us (the neighbors) by Mr. Balot. However, I went back and listened to all the previous meetings, and none of us were *ever* told to meet about *a text amendment*. We were told to meet and work through our differences in an effort to find a resolution, and a text amendment was just one option someone (I believe it was Mr. Overton) recommended we explore, with the caveat that he wasn't even sure if that was the right way to move forward. Even then, the text amendment was not the *only* option, nor is it the best one.

I believe it is also important to make it clear that it is Mr. Balot, and not the neighbors, who have stopped meeting. In fact, without the initiative of our HOA president, I'm not sure we ever would have met in the first place. On Tuesday evening Mr. Balot stated that he has "hosted" the group twice. I assume that when he says "hosted" he means that we physically met at JPII, because it was our HOA president who reached out to him to meet, our HOA president who ran the first meeting, and I was the one who more or less facilitated the second meeting. And let's be clear: it is Mr. Balot who has indicated he is done working toward a resolution. Many neighborhood residents indicated last night that we are willing to continue working through our disagreements until a full resolution is reached, and this was also made clear to Ann Maxwell when we sent her the letter asking for the amendment to be pulled. But Mr. Balot has said he is no longer willing to talk. Here is an excerpt from an email exchange involving several of us, with relevant statements highlighted:

> **Excerpt from email from Mr. Balot 8/9/2020**
> As I've stated multiple times, I'm happy to meet with you or the neighbors anytime to attempt to resolve any issues. I'm also happy to meet jointly with city staff.
>
> **Excerpt of Response from Thomas Feller (8/10/2020)**
> Regarding your offer to sit down with us and the city, as I mentioned at the most recent Zoom meeting with the City, I think that is an excellent idea (I think I'm even the one who brought it up). So, based on your email, I can only assume it is the city staff who is refusing to meet (since they more or less said they would not do it). Perhaps if you made the request in addition to us making it they'd be more amenable to it.
>
> **Excerpt from Response of Mr. Balot (8/10/2020)**
> We have met twice (as a group) with the city and you participated in both. Zoom and live. I do not think the city staff has refused to meet and I know I haven't. Staff has given both parties the

time requested and We have met. All parties understand the differences and more meetings are not going to solve the issues since Unfortunately based on your email I can only assume the neighbors are not willing to give on anything and this exercise is nothing more than a delay tactic….I believe it's time to let the elected/appointed officials determine if the proposal is fair since I don't see us ever resolving the remaining issues to your satisfaction.

As you can see, Mr. Balot extended an offer to meet, I responded and agreed it was a good idea, and then he decided we did not need to meet any further. As a clarification, he mentioned I was the one refusing to meet; to be fair, I turned down a prior invitation from him to alone **because I did not believe it wise or fair to do so, and I told him that I would meet with him when our entire team was present.** If any of the commission members would prefer to read the entire email thread so that you can see the full context, I am happy to provide it to you. As further evidence, I also share excerpts from additional two emails from Rich, one to me and one to another person on our team. Again, if you would prefer to read the email threads I can provide share them, as I am sure Chantae Gooby, Brad Sceviour, or Thomas Barnett could since all of them were copied.

Excerpt from email from Rich Balot to K. Hinant 8/13/2020 at 8:32am

I've listened to you and your neighbors. I've made significant changes to help protect the neighbors. This process is over. The next item is to have the p&z vote and I encourage you to share your opinions with them.

Excerpt from email to Rich Balot 8/13/2020 from me at 9:09am (note, there were 9 different emails between others prior to my response)

I'd like to interject for a moment in this conversation, as I feel it is quickly heading down-hill. I believe this conversation is a good example of where there is quite a bit of truth to both "sides", and it is also a prime example of many of the driving concerns around this whole process of which the neighbors have been complaining.

…

This email chain is ultimately NOT about a light and sound test, but rather the toxicity of the environment in which conversations and actions are happening. Until that toxicity is addressed and solved **by the entire group**, I fear additional forward movement is going to be difficult at best. Rich, based on your emails here, it seems that you believe the ends justify the means and that process is more or less irrelevant. We, respectfully, disagree with that; our own experience and every piece of literature or research I have ever lead on effective leadership and change would suggest otherwise. This is why we have asked at the meetings for the amendment to be pulled; the current process is infecting the outcome. You can't get a good cake if you put in bad ingredients, and right now the ingredients are bad. The only way to improve the cake it is to change the ingredients. That might mean different people need to be involved in the process (and I include myself in that statement), or it could mean the same people re-start the process with a plan and timeline for reaching consensus (ie, monthly meetings, specific commitments regarding how we will interact, what we are going to decide, how we will come to a decision, who makes decisions, etc), or it could even be some combination of those two options or another one I haven't thought of.

Finally… Rich, before you feel like I'm laying the blame squarely on your shoulders, I'm not; I would say every person involved in this process is partially culpable - me included. Resolution

won't happen until all of this is addressed. The question becomes, "Are those invested in this process committed enough to step back and fix it in order to get a better outcome?" Based on my conversations with the neighbors, plenty of us are....If a high-quality cake (ie, resolution between the neighbors and JPII) is truly the goal, then it will take someone else who has the power and position to make that decision and act on it.

Excerpt from email from Rich Balot to T. Feller 8/13/2020 at 10:25am

Enough time, meetings, emails, texts, zooms, etc have happened. It's time for votes….This will be my last email to you or the committee.

Having shared all of this, let me now fill in the holes from my comments last night. The following are points I either made last night and for which I did not provide adequate support, or they were points I had hoped to say but did not because of time constraints. So that you do not have to read everything I have already said, statements from last night are printed in black while the clarifications I have promised (or additions based on what I omitted) are in blue.

So, let's examine some of the finer details of this amendment so that you know EXACTLY what it is you are voting on.

We have been told the following:

1. A TA was needed to allow 3rd party use because the current SUP restricts 3rd party usage and they couldn't even allow voting or neighborhood associations to meet. To be clear, **this statement is NOT TRUE. The prohibition on third party use *ONLY applies to the athletic complex, and NOT the school*. If the school wanted to allow third parties to use any part of their school building for such events (which, if memory serves, they claimed to have done prior to the building of the Athletic Complex when the new SUP going into place), *they COULD do so.***
2. You were repeatedly told that under the SUP there were no restrictions on amplified sound use, and I'm glad to see that Mr. Sceviour clarified this tonight. We have repeatedly been told by Mr. Ballot that JPII could literally play amplified sound at 2 in the morning if they wanted. **This is NOT TRUE**. Under the current SUP, amplified sound is limited **to athletic games ONLY**. Unless JPII were to be hosting a school athletic game against another schools' team at 2am (or any other strange time), they CANNOT play amplified sound "whenever they want."
3. You were told that this text amendment provides greater protection for the surrounding neighbors regarding amplified sound, because it limits amplified sound to certain hours. **What you HAVE NOT been told is that this text amendment opens up the opportunity for amplified sound to be ANY school-sponsored activity and NOT JUST athletic games (this does not even include the 3rd party usage). So unless we are to believe that "any school event" is LESS restrictive than only athletic games, this TA does *NOT* provide MORE protection.**
4. To echo on of my neighbors comments regarding the sound limit of 75db, it is correct that it is not in the SUP. But the question remains, how was this limit reached and is it acceptable? Mr. Balot says the number came from his engineer's measurements. I can tell you that I participated in the sound test. When my meter (which I know wasn't perfect, but was pretty close) was reading mid-70s, I texted, "It would have been hard to hold a conversation sitting out in the yard." After the limiter was put in place, my meter was reading in the "high 50s" and I texted, "It's much better." Yet somehow the maximum amount codified in the amendment is not what was measured at the *end* of the meeting but rather what was measured at the

beginning. Now this may seem insignificant since we're also been told that normal conversation is about 60db, and the implication behind this seems to be that "75 is only a little bit more than 60 so it must be ok". However, please remember that decibels are *NOT* linear but logarithmic. This means that 75db is at least **3 times** louder than 60db, and generates nearly **32 times the sound intensity**. According to the CDC, someone who listens to 70db noise "may feel annoyed" (their words, not mine). That would seem to echo the texts I sent during the test.

5. You've been told that the text amendment provides a more accurate reading for light measurement. Again, **this is not true**. The SUP **does** specify a measurement. Specifically, it says "NO LIGHT." No light means zero. The text amendment, however, allows for .5 foot candles. Again, this may seem like an insignificant difference (0 vs. .5). If you want to know that that looks like, then I encourage you to review the pictures which have been shared in previous meetings; I believe you will see that it is not "NONE".
6. You were told in May that if there were light concerns that they would be addressed and light would be blocked, yet when some of our neighbors reported concerns they were told to wait for trees to grow (I was one of them), and that it would take 3-5 **years** for that to happen, and one person I'm aware of may have been offered light-blocking shades. I'm not sure if you find waiting 3-5 years for light concerns to be addressed as reasonable or not, but I have a feeling that if Mr. Balot were told he needed to wait 3-5 years to use his lights he might find that unreasonable.
7. Finally, you were told that JPII needed out of the SUP because they couldn't make any changes or additions to their school without returning to the BOA; **while this is correct, it is also incomplete. Were JPII to return to the BOA they would have to submit a site plan for approval; a long-range plan with all planned changes could easily be submitted and approved, just like they had to do for the athletic complex (for the record, everything on the current athletic plan hasn't been completed)**

In closing, I would also point out that there is **no demonstrated need for third party use of the field**. Even back in January a member of this commission (I believe it was Mr. Parker) made the comment that there is no need for a place for games, though there might be for practices. **Yet when the neighborhood proposed to agree to practices but not games that proposal was turned down**. For the record, I am attaching a copy of what we initially proposed to Mr. Balot, so you can see what we were thinking, yet he was not willing to talk about this since it was focused on amending the SUP. As you will hopefully see, many of the items in that proposal came directly either from what was said by a commission member or from Mr. Balot himself.

There is no reason this situation needs to be resolved through a text amendment, except for the fact that Mr. Balot refuses to consider another alternative. This was made clear last night by both Chantae Gooby and Thomas Barnett; in fact, Mr. Barnett stated that the "SUP door was closed" by Mr. Balot. One has to wonder why that was the case. One reason Mr. Balot told the neighborhood team he was afraid of going back to the BOA was because he could lose the ability to use his lights, and yet we even offered to stand **with and beside him** to say that we didn't want the lights shut off, we just wanted our concerns addressed. We also confirmed with Ms. Gooby that the BOA does not make decisions to make use more restrictive without evidence that the owner is currently out of compliance. It would seem to us that if there was is no evidence Mr. Balot is out of compliance (as he claims) then there should be no fear to appear before them to request an amendment. In short, *everything* which Mr. Balot, JPII, and the neighborhoods have asked for can be accommodated for through a new SUP (see the initial proposal we gave to him). *Almost nothing* that the neighborhoods have requested can be accommodated for in a text amendment, and **significantly more than JPII has asked for is automatically**

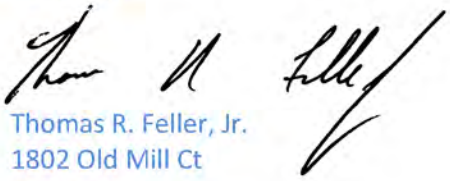
granted. So, please examine why you are considering recommending a text amendment to the city council?

This amendment needs to be withdrawn. The only motivation Mr. Balot will have for us to engage in legitimate conversations is to have those conversations without threats hanging over us. In response to our letter asking her to withdraw the text amendment, Ann Wall, the City Manager, responded, "I am unable to make a request to pull this item from the Planning & Zoning Commission agenda. The staff is of the opinion that this item is ready for consideration by the Commission. Either the property owner or members of the public could request that the item be pulled. At this point, I believe it is up to the Commission to make a recommendation to the City Council after holding the public hearing" (highlighting is mine)

The surrounding neighborhoods need your help in preserving our quality of light. Consider this a formal request to withdraw the amendment from consideration in its entirety; that request was made by several people last night, which should be more than enough to meet any procedural requirement for the commission to talk about and vote on the request. By pulling the request, you will affirm that JPII needs to either live within the limitations **it agreed to** or to return to the BOA with the neighbors to have them changed.

Thank you, again, for taking the time to read this information and thoughtfully consider the vote you will make later this week.

Sincerely,



Thomas R. Feller, Jr.
1802 Old Mill Ct

Attachment: Initial proposed provided to Mr. Balot by the neighborhood team on June 22

Concerns voiced by Rich Ballot/JPII and how they are addressed

Concern	Response
1. Returning to the BOA could result in the loss of light and sound use	1. As per Chantae Gooby, changes would require evidence that the SUP has been violated. Without evidence and as an evidentiary board, the BOA does not have any reason to act arbitrarily.
2. Making changes to the site requires constant and repeated returns to the BOA	2. Since an SUP involves the approval of a site-plan, a long-range site plan could be developed to minimize (or eliminate) repeated returns. It would seem prudent to us (though obviously is the prerogative of JPII) to invest the time and energy to develop a long-range, multi-year plan with buildings and additions based on projected enrollment goals (10 years, perhaps, as per Max Joyner's comments at the December 17, 2019 P&Z Meeting).
3. There is a desire to share the facility with community groups, especially for students to be able to volunteer and serve the community by working with younger children or for non-profit fundraisers.	3. As we read the SUP, there does not appear to be a restriction on third party use of the school itself, only the athletic complex. We are willing to allow third-party use of the athletic complex when JPII or St. Peter's students are volunteering and for non-profit fundraisers, given certain conditions are met and followed.
4. There is a desire to offer the athletic facilities for use by community teams.	4. At the December 17, 2019 P&Z hearing it was stated by Billy Parker that community teams have plenty of places to play games but are in need of practice fields. As such, we are willing to allow third-party use for practices, given certain conditions are met first.

Concerns of Neighborhoods and how they are addressed

Concern	Response
5. The SUP offers legal protections for the home owners which would not be in place under a text amendment	5. The SUP seems to be specifically designed for situations such as this, therefore we see no reason to abandon it. This also removes the need for a second (and non-binding) "agreement" between JPII and the neighborhoods.
6. The text amendment opens up the potential for facility usage beyond the times and hours the neighborhood is currently willing to accept.	6. Limiting the use of facility to practices and charity events will reduce the number of people on site as well as the noise. Limiting sound and light usage to JPII only reduces concerns for additional usage of lights and sound which negatively impact the quality of life of neighbors.
7. This process for a text amendment feels rushed, and it seems as if Rich feels the final SUP was agreed to before a full understanding of what it meant (or at least agreed to with unanticipated consequences). As Max Joyner mentioned at the December 17, 2019 P&Z	7. Operating under the current (or even amended SUP) provides time to accomplish a more comprehensive agreement. Rich Ballot has offered to hold some events in the fall for testing light and sound limits as well as to

Meeting, we need to take time to reach an acceptable agreement for something which will be in place for "10-15" years down the road.	make light and sound adjustments. Given that these events will not happen until the fall (at the earliest), there is no urgency is making significant changes now via a text amendment. As a gesture of our good faith and good will, we are willing to agree to third-party *indoor* usage immediately in an amended SUP (which grants something JPII desires), while in exchange for agreed-upon *exterior* usage certain conditions must first be met.
8. The neighborhoods need protections that our quality of life and property values will not be negatively impacted at a significant level.	8. A text amendment does NOT protect our quality of life or property values as there are few (if any) consequences for non-compliance. An SUP offers legal protections for the neighbors in that there are significant consequences for violations and also a legal process for disputes.

Note: Changes notated in red while parenthetical comments (for justification/explanation) are in blue.

The Board further **ORDERS** that the herein described and issued Special Use Permit as is hereby **ISSUED SUBJECT TO AND WITH THE FOLLOWING CONDITIONS:**

A. Site plan approval must be obtained, a traffic analysis must be completed and reviewed and all necessary code required site and road improvements for a school use must be made prior to occupancy.

B. The entirety of the athletic complex at issue, including but not limited to facilities and structures, shall be incorporated into the campus of the school (currently John Paul II High School).

C. The athletic complex shall maintain connectivity with the school for perpetuity. The special use permit would automatically terminate at any such time that the use ceases being a school or the proposed athletic complex is used for any other purpose other than being operated under a part of the campus.

D. ~~The athletic complex shall only be used for school related activities. No third party agencies apart from the school shall be permitted to use the complex.~~ Limited third party use of the athletic complex shall be allowed under the following conditions:

1) Alcohol consumption is prohibited at the athletic complex except for religious ceremonies involving communion;
2) Weapons and firearms are prohibited on the athletic facility premises by any person who is not an on-duty law-enforcement officer;
3) The use of interior facilities shall be at the discretion of the property owner and school. Indoor use of facilities does not include permission to tailgate on site;
4) Upon certification that Section F(1), F(2), H(1), and H(2) are completed and that JPII is in compliance**,** the use of exterior athletic facilities will be allowed Monday – Saturday under the following conditions:
    a. Lights and amplified sound will not be allowed for any third-party use, except in the case of emergencies;

b. Athletic field use by third parties shall be limited to practices and only when JPII & St. Peter's students are volunteering to assist and mentor other participants in said third-party teams;

c. Use of exterior athletic facilities by non-profits for fund-raising events shall be allowed, contingent upon D(1), D(2), and D(4)(a). These activities must be communicated to the respective neighborhood representatives at least 30 days in advance.

a. Use of lights and sound for non-profit, fundraiser events will be allowed three (3) days per calendar year (January 1 – December 31). In the event of a "24 hour" activity, lights will be reduced by 50% and the use of the sound system will be prohibited from the hours of 10:00 pm – 8:00 am.

b. Events involving light and sound usage shall be communicated to the respective neighborhood representatives at least 60 days in advance.

E. No lighting shall be directed toward or placed in such a manner as to shine directly into a public right-of-way or residential premises.

F. No lighting shall illuminate any public right-of-way, street or any adjoining or area property in such a manner as to constitute a nuisance or hazard to the general public.

1) As per Max Joyner's recommendation at the December 17, 2019 (see 2:15:55 of the video) and Rich Balot's proposal at the May 28, 2020 meeting, JPII will install additional buffers to further limit and negate the negative impact of lights and sound on neighboring properties. These barriers may include additional (and taller) trees and/or additional fencing. If trees or other vegetation are installed to block nuisance light, this condition will not be considered met until the vegetation grows to reach such a height as to reasonably demonstrate they can block the nuisance light for impacted home owners.

2) As per Rich Balot's proposal at the May 28, 2020 meeting, JPII will host a light test in the fall of 2020 in cooperation with the home owners in the adjoining neighborhoods to identify potential changes to the lights which may be needed, and, where adjustments cannot be made, identify locations for additional light barriers to be installed.

G. Lighting shall be located and shielded to prevent the light cone of all exterior fixtures from encroaching beyond the property boundary line and into any adjacent public right-of-way, property or dwelling.

H. ~~No~~ Limited (this seems to be a clarification rather than a change) outdoor amplified sound shall be allowed. The definition of "outdoor amplified sound" is any sound using amplifying equipment, whose source is outside or whose source is inside and the sound propagates to the outside through open doors or windows or other openings in the building.

1) As per Rich Balot's proposal at the May 28, 2020 meeting, JPII will install and use a sound limiter on the AV system.

2) As per Rich Balot's proposal at the May 28, 2020 meeting, JPII will host a sound test in the fall of 2020 in cooperation with the home owners in the adjoining neighborhoods to test different levels of the limiter to determine the best initial setting which balances the needs of the athletic complex for engaging and entertaining sound during athletic events and the needs of home owners to not have the sound be a nuisance in or a hazard to daily lives (i.e., windows and walls should

not shake when sound is played, amplified sound should not be heard inside when doors and windows are closed, etc.). Sound levels should not surpass ___ dB at the edge of the property (this number would be determined after the sound tests are completed in the fall).

I. No parking or driveways shall be permitted along the perimeter of the site abutting residential homes.

J. Required parking spaces shall be in compliance for both a senior high school and stadium

K. No musical concerts may be held at any outdoor recreation field located on the private school campus. (Note: this is copied from Rich's original text amendment proposal sent to the city)

publicinput@greenvillenc.gov
May 14, 2020

Commissioners
City of Greenville, NC
Planning and Zoning Commission
City Hall, 200 W. Fifth Street
Greenville, NC 27858

Michael da Silva, Homeowner
1802 Pheasant Run
Planter's Walk Subdivision
Greenville, NC 27858

Re: Public Input on the Proposed Private Schools Text Amendment; Its Impact on the Board of Adjustment Permit Granting Special Use to 4JPII,LLC for the Operation of an Athletic Complex Adjacent to John Paul II High School on 14th Street Extension; and the Corresponding Impact on Homeowners from the Adjacent Neighborhoods Including Planter's Walk, Planter's Trail and Quail Ridge.

Most Honorable Commissioners:

On May 5, 2020, I was a participant in a Zoom webinar hosted by Mr. Rich Balot, the landowner for the John Paul II Athletic Complex, who rents the complex to John Paul II High School. Co-hosting the meeting was Mr. Craig Conticchio, the principal for the high school. Together with some forty other participants to the meeting, I listened for nearly an hour and a half as Mr. Balot and Mr. Conticchio directed a presentation to the surrounding neighbors with assistance from Mr. Brad Sceviour from the City of Greenville Planning and Development Services about the need for a **Text Amendment** to accommodate small private schools and associated outdoor recreation facilities.

In his opening remarks, Mr. Balot said that, ***"to be clear"***, the webinar was not an official city meeting but rather a High School @hosting meeting to which they had invited city staff to join in. The format would be a brief discussion for him and Mr. Conticchio to speak about things that were going with the school in general, how they were doing with the athletic complex, and then they would ask the city to assist and help answer questions about the proposed **Text Amendment** in order to clarify what they were going to be seeking and the process, so that everybody understands.

Mr. Balot reiterated that it was not a city meeting and emphasized it was a private meeting for the neighbors; that the hosts would be taking some feedback to answer some questions through a Q & A dialogue box but for anyone who might like to speak, they could do so at the public hearings before Planning and Zoning and City Council.

Mr. Conticchio then opened by saying that he wanted to thank everybody in the neighborhoods for being patient during all the construction and chaos that goes with that. He restated that, as always, they want to be good neighbors seeking to add to the community, not take away. He reported that enrollments were about a hundred and sixty students who would be returning in the fall, all of whom are extremely happy to have the complex. He described the student body as coming from all walks of life and who would be given opportunities for college and scholarship not available to them in a public setting.

Mr. Conticchio then addressed some negative feedback he'd received regarding the fencing and called it a necessary evil because kids in a school setting needed to be protected and kept safe. So, the general public needed to be kept out at least during the school day. But that when construction was finally finished, they would set some days and times of day for the neighbors to be able to come in and walk the premises; they would have created some kind of lanyard to identify us as neighbors.

Messrs. Balot and Conticchio went on to discuss how the lanyards could double for neighborhood passes to athletic events.

Mr. Balot then wrapped up the general discussion about the school by discussing the final construction work under way, touched on future construction and then stated that another reason for excluding the neighbors at this time from the campus was that the **Special Use Permit** prohibited it; but that assuming they would get the **Text Amendment**, then they would have no problem allowing the HOAs use of the cafeteria or the second floor of the gym.

Mr. Balot then opened the Q & A for a bit and took some questions, e.g.: *How to report property damage? How can the engineer be contacted? What happens to the water runoff?* Etc. And then he made a surprising statement: ***"When I look at the sports complex, the primary issues in the past have been related to sound, light and water."*** He went on to say that the lighting issue has been approved by the City of Greenville and that they are done making adjustments to the lights. That as far as the sound system goes, they got that fixed and there shouldn't be any issues there. And that as far as the water issues go, their water plan was approved by the City of Greenville and that they don't take any water and put it onto any of the neighbors' properties. And aside from saying that he'd be happy to have his engineer work with some affected members of the community to assist with persistent water problems if they would contact him, he pivoted to say: ***"But as far as the way the rules go, you're responsible for the water that's on your property. And none of our water's actually draining on to the neighbor's property. It's all going through the proper drain flow system. The problem is that since our property's been built up, some of your land can no longer drain onto ours which is not our responsibility. So, I know that's a tough situation and I understand that it wasn't that way beforehand. And so probably not that much fun. But again, e-mail me. I'll get you in touch with the engineer and we'll see if there's something we can do to try and help out with your specific issue related to water."***

In essence: **Lights?** We're done. **Sound?** You shouldn't have any issues there. **Water?** Not our problem.

Then, amid further questions about water issues, other commentary on lighting and sound issues, residents wanting to know how they might enjoy the campus, whether they would be comped to future athletic games, what will be done to take care of some eyesores certain residents were annoyed at, the questions turned to future enrollment estimates and whether the operators were seeking to sublet the facilities for profit. Mr. Conticchio indicated that this year's enrollment would likely be between a hundred and sixty to a hundred and eighty with the following year maxing out current capabilities given infrastructure at about two hundred and fifty. And longer-term over the next five to ten years at three to four hundred but in any case, no more than five hundred students.

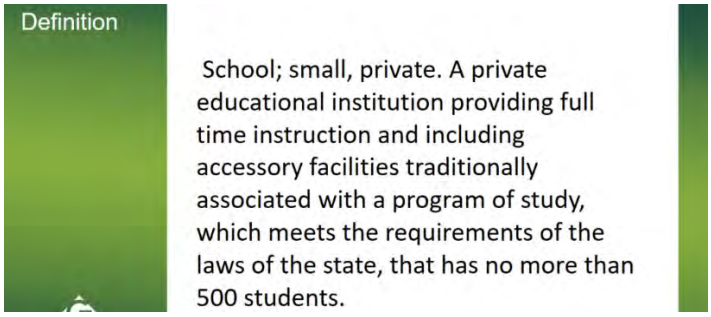
So, why have I bothered to rehash all of these ostensibly closed matters when the matter before the Planning and Zoning Commission meeting is the question of the **Text Amendment**? It's simple. The **Text Amendment** at **SEC. 9-4-103** appears for all intents and purposes to be geared toward nullifying any and all provisions within the **Special Use Permit** governing the complex that are creating inconvenience to the operator with regard to **Light** and **Sound**. And the language for **SEC. 9-4-22** appears to be a convenient way to separate John Paul II by breaking our a new class of school from the all-inclusive verbiage currently in force which does not disambiguate between public and private schools and is the same no matter what the size of the school. An easy way to target future tweaks to the ordinance if need be by having a new class of differentiation tailor made to the specifics of John Paul II.

And then Mr. Balot admitted: ***"we asked the city to work on a* Text Amendment *that would be a modification of the existing city code with us. And we proposed that. And so, now we've asked them to share with you the current proposal that will be going before Planning and Zoning."*** Enter Mr. Sceviour, Planner II.

In his introduction, Mr. Sceviour stated: "as city staff, our goal is to act as, kind of, advocates for the community and try and advance things to help them out, protect their interest." To which he began his Power Point Presentation and shared the goals:

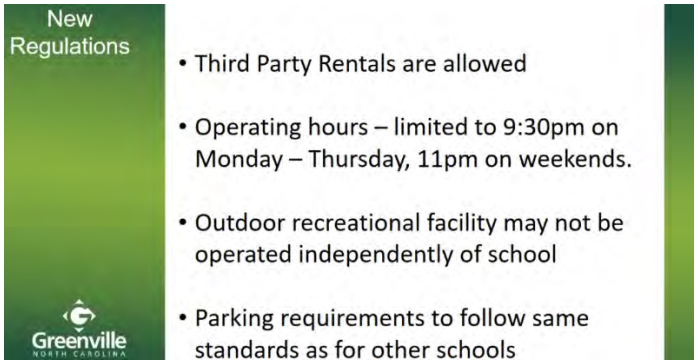
He stated: ***"we have regulatory frameworks, we have definitions, we have standards for schools generally speaking, but we don't have anything for private schools specifically. They do function a little bit differently, so one of our goals was to create a regulatory framework specifically for smaller private schools like John Paul. And, obviously, we want to, in doing so, protect the surrounding***

neighborhoods, but also, we want to accommodate the needs of the broader community, the community at large."



He further explains: ***"I know people were asking about student enrollment…so the cap on this type of facility would be 500 students. Which I think fits within the intention of the operators here in this case."***

A custom job. And then came the kicker.



Mr. Sceviour goes on then to say: ***"So, For the new regulations, the new things that change that you might…if you're familiar with this* Special Use Permit *that was issued, these are just some differences. And the big one, and it's why it's right at the top there, is:* 'Third Party Rentals being allowed.'"** And he continues to say: ***"I know it's a little controversial but…it does seem to meet that broader community need that…I talked about in our goals when it came to creating this…new piece of legislation."***

Mr. Sceviour then speaks about how they wanted to ***"cap operating hours"***. And the cap would be as follows:

9:30pm Monday through Thursday – weekdays

Then on weekends – 11:00pm (weekends being Friday through Sunday)

He consoles that: ***"This would put a hard shut-off. The lights gotta be off at this time. No amplified sound past this time."*** And he further comforts stating that: ***"the sports fields won't be able to be sold-off and operated as just this commercial sports facility. It will have to be operated in conjunction with the school or a school in order to continue to be used as…recreational fields."***

Mr. Sceviour states (what Mr. Balot avers later) that: ***"this isn't just for this project; this is for any school that might meet this definition"***. But I ask: How many other small private schools of fewer that five hundred students are petitioning for a permit to develop a ten-million-dollar sports complex with stadium lighting on twenty-three acres in a residential neighborhood at present in Greenville? As if it hasn't been long obvious that this developer has the ear of the Planning Department and that Planning hasn't facilitated the necessary outreach to the community which, as civic custodians, it should have had in equal commitment. Rather, there has been a pattern of neglect of the surrounding residential communities, disregard for them and a resistance to hear any opposing viewpoints – in essence, to look at the major issues from the perspective of the community and in particular the residents who have been severely impacted by the **light**, **sound** and **water** in deference to the viewpoint of the developer and the school.

Take the case of the **Lighting** issue: Under the **DECISION AND ORDER** of the **SPECIAL USE PERMIT**, it is clearly written:

3. The **Board** further **ORDERS** that the herein described and issued **Special Use Permit** as is hereby **ISSUED SUBJECT TO AND WITH THE FOLLOWING CONDITIONS**:

E. **No lighting shall be directed toward or placed in such a manner as to shine directly into a public right-of-way or residential premises.**

F. **No lighting shall illuminate any public right-of-way, street or any adjoining or area property in such a manner as to constitute a nuisance or hazard to the general public.**

G. **Lighting shall be located and shielded to prevent the light cone of all exterior fixtures from encroaching beyond the property boundary line and into any adjacent public right-of-way, property or dwelling.**

And now, a **City Planner** is spending time on the job of redrafting **City Ordinance** to change existing law on behalf of **(EE) School; small, private** as regards lighting to read:

10 11. Lighting of outdoor sports fields and performance areas shall be designed to meet the

standards found in the document "Lighting Standards for the City of Greenville" as well as in accordance with the following requirements:

a. All such lighting fixtures shall be equipped with a glare control package (e.g. directional LED lighting, louvers, shields or similar devices), and any fixtures shall be aimed so that their beams are directed within the playing or performance area.

b. Light levels at adjacent property lines shall not exceed ambient light levels by 0.5 foot candles in any circumstance.

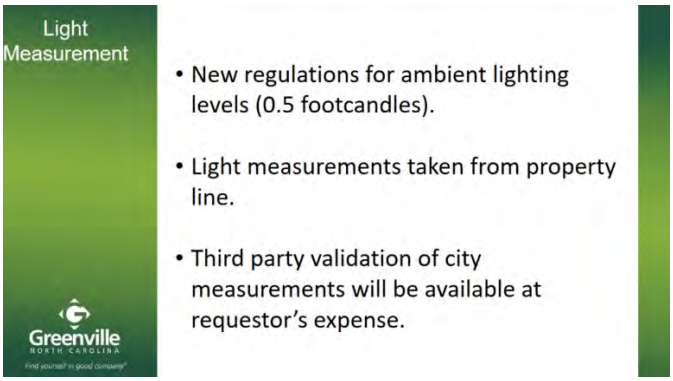
d. Light measurement technique: Light level measurements shall be made at the property line of the property upon which light to be measured is being generated. Measurements will first be taken with the light off and then with the light on to establish a baseline for ambient light conditions. If measurement on private property is not possible or practical, light level measurements may be made at the boundary of the public street right-of-way that adjoins the property of the complainant or at any other location on the property of the complainant. Measurements shall be made at finished grade (ground level), with the light registering portion of the meter held parallel to the ground pointing up. The meter shall have cosine and color correction and have an accuracy tolerance of no greater than plus or minus five percent. Measurements shall be taken with a light meter that has been calibrated within two years. Light levels are specified, calculated and measured in foot candles.

e. In the event a dispute between the City and the property owner or lessee over the validity of any light measurements taken by the City arises, then at the expense of the party disputing the claim, an independent engineer may be hired to conduct new measurements. The engineer shall be licensed by the state and shall take all measurements while accompanied by a representative of the city. Both parties shall certify the readings on the independent engineer's light meter and measurements shall be taken in the same way as described above in 9-4-103

First off, think about the new ***"measurement technique"***: ***"Measurements shall be made at finished grade (ground level), with the light registering portion of the meter held parallel to the ground pointing up."***

What adjoining neighbors would find themselves lying at ground level with their gaze pointed up? More likely, people may be seated looking out horizontally at a level of four to five feet, or standing looking

out at al level of five to six feet, or even quite possibly standing on their deck looking out at a level of ten to twelve feet of elevation. Are the neighbors expected to be crawling around on the ground averting their gaze in order to avoid being blinded by the light cone? It's absurd. As far as my opinion goes, this whole discussion of ambient light versus lumens and light measurements is hogwash. If you can't sit out in your yard, on you patio or merely gad about playing with your dog without having your retinas fried, then the test surely does not meet the **ORDER** of the **"shall nots"** contained in the **Special Use Permit**. And then, they want to further burden us with the expense of third-party validations!



Then there's the issue of **Sound**. Allow me to reiterate what I captioned above: ***"the sports fields won't be able to be sold-off and operated as just this commercial sports facility. It will have to be operated in conjunction with <u>the</u> school or <u>a</u> school in order to continue to be used as…recreational fields."*** Great, so we won't be having any Pro Bowls here. But apparently, any school with a sports team would be able to rent any of the fields and have their cheerleading section and marching band able to raise the roof till 9:30PM weeknights and 11:00PM weekends. And this could happen any night of the week, or worse every night of the week. After all, there's no talk about putting caps on the number of days that schools could take advantage of the complex, just that they have to quiet down by 9:30PM weekdays and 11:00PM weekends. How does that meet any guideline of reasonability let alone city standard or covenant under the provisions of the **Special Use Permit**?

Mr. Sceviour goes on to represent: ***"during events for the Sound Ordinance, it's not going to be that 60 decibel…that's just not how amplified sound really works…what amplified, outdoor amplified sound requires…an event permit application, but for…a regular sporting event that won't be the case. It'll be restricted by hours…of operation when it comes to this particular ordinance."***
In other words, so long as it's a school… But wait! What about Little League? A participant asks: **"Greenville Little Leagues would be required to obtain a permit before use because GLL is not related to the school?"** Mr. Sceviour: ***"the little league will not require an event and permit every time they rent the field."*** Now this is getting confusing. What on earth are my tax dollars paying for here?

In essence, this **Text Amendment** is a poorly crafted bit of verbiage that should not contaminate **City Ordinance**. It would make for terrible law that could jeopardize peaceful residential neighborhoods

throughout the city. And the question then arises: *Is this a* **Text Amendment** *to the City's overall ordinances or is it a* **Text Amendment** *aimed at the* **Special Use Permit** *taken out by the John Paul II High School (4JPII, LLC) which was approved on February 2, 2018 by the* **City of Greenville Board of Adjustment** (File No.: BOA 2017-24 – Decision and Order Granting Special Use Permit)?

During the Q & A, when I asked: **"So, in essence, the school does not want to honor their promise or the SUP which guaranteed that there would be no further use of the facility beyond JPII and St. Peter's…?"** To which Mr. Balot completed his response by saying: ***"while I understand it does seem like a change for some of the neighbors, and it is about to change, it's never something that the school promised to, as far as not wanting to allow third parties using the complex. And that is the primary thing we're trying to change now."***

The primary thing they are trying to change now!

So, is it true that the school never promised they wouldn't allow third parties using the complex? No, that's false. On October 24th 2017, John Paul II High School invited the homeowners and HOA for the Planter's Walk subdivision to a meet and greet in their cafeteria at the school and to present to the community their plans for an athletic complex and there may have been about thirty or so attendees. While I did not know all of these neighbors, I do remember seeing and speaking with the former President of the Planter's Walk Homeowners' Association, Mr. Jeff Wilson and his wife Sharon. Jeff indicated that Patricia Anderson had taken over the baton from him and I made her acquaintance then and there. In addition, my two closest neighbors were also in attendance, Mr. Dave Caldwell and Mr. Leland Geletka. We were all wowed by the High Def Big Screen presentation of the future John Paul II Athletic Complex which was rendered showing idyllic paths along beautiful buffers of stately trees and of course the sports fields, the gym and the field house. Patricia Anderson called us to order and introduced Mr. Craig Conticchio who introduced himself as the principal of the school. He told us of their plans to expand across Quail Ridge Road and develop a sporting complex for the school. He assured us all that they wanted to be good neighbors and that they would do their best to be as unobtrusive as possible during the construction phase but that in the end they would be bringing to the neighborhood a beautiful campus that they would be more than willing to share with the neighborhood. (All paraphrased but essentially his presentation). And when a question and answer period opened up, I couldn't help myself but to ask how many students were at John Paul to which Mr. Conticchio replied about sixty all told. And so, I asked him, how on earth on the tuition income from sixty students were they proposing to build out such a magnificent athletic complex? To which he replied that they hoped to increase enrollments, but the truth was they had a generous benefactor. Well, what could one say? Mazel tov! Wunderbar! What a generous patron. And so, I followed up by asking: so, are you planning on leasing the facilities to others in order to defray operating expenses? And his reply was emphatic. No, he told us, the only use of the complex would be by John Paul High and St. Peter's. And with that, he easily received my wholehearted support. And I was glad for the students of JPII. But I am not the only person to remember what Mr. Conticchio averred at that meeting.

At the **Planning and Zoning Commission** meeting on December 17, 2019, several of the homeowners

accused the developer of bait and switch tactics. This would appear to be a confirmation of just that.

And if the homeowners have become outraged at the developer and the school, it has not been merely for the tactics of bait and switch, but other tactics employed by the operators have frayed the nerves of the residents as well. Principal among them is the constant espousal that they want to be good neighbors when the only thing they want from their neighbors is for them to acquiesce in their every want. If they were good neighbors, they would have engaged with us to work towards curing the defects where they were not meeting the specifications of the **Special Use Permit**. And perhaps the most odious tactic of all is how they drop notice upon us to hop to for impromptu meetings at their beck and call which they need to have in order to be able to say they have tried to come to terms with the neighbors when complaints arise.

The first of these scenarios occurred after the lights were turned on for the first time. I believe that was April 29, 2019. People stepped out of their houses to mercilessly blinding lights in their eyes. The following day, my neighbor apprised me of the fact and that evening we had invited our city councilmember Rick Smiley to stop by and see what was going on. This is a photo I took on that evening from Mr. Caldwell's back yard:

From there, there was much consternation over the lights and of course the worst of the harm was to those directly abutting the field such as Mr. Caldwell. It was blinding. For over two months, the general contractor attempted to cure the defect with a tweak here and another tweak there until on July 11, 2019 the underlying flyer was scotch taped to our front doors.

NOTIFICATION to all neighbors living

adjacent to the John Paul II Athletic Complex

Tonight (Thursday 7-11-2019)

The JPll ball field lights will be cut on for final adjustment. This will take several hours but the intent is to make sure the lights are aimed correctly so as to not disturb neighboring houses during the minimal hours of use.

Please allow out technicians time to make these adjustments and complete the job this evening without any interference.

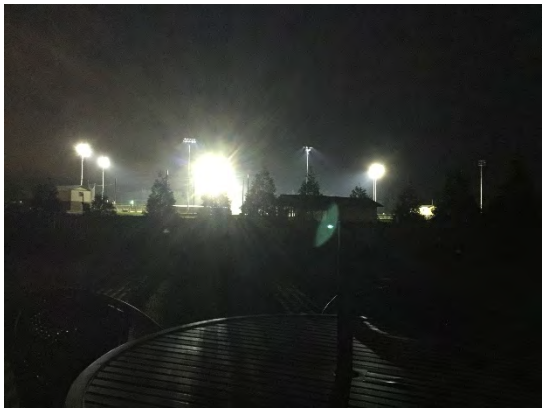
Tomorrow night, representatives from the City of Greenville will be meeting at Spm on site to complete the final testing of the field lighting.

You are invited to attend the light testing by the city at S

pm.. Our goal is to satisfy all adjacent property owners to the best of our ability and ensure a good relationship between the school and surrounding neighborhoods.

For questions please call Eddie White at 252-917-3070

After nearly two and a half months of adjustments the results appeared to have made little or no difference. This was what the lights looked like July 12th from roughly the same spot as on April 30th:



This was the end result of what was ostensibly the final adjustments.

Then, a little over two months later on Thursday, September 19th, Elizabeth Blount, Lead Planner from the City of Greenville e-mailed Patricia Anderson, the President of the Planter's Walk H.O.A. and the two most irritating flies in the ointment, Mr. Derrick Smith of Planter's Trail and Mr. Dave Caldwell of Planter's Walk to arrange a meeting with Mr. Rich Balot on the following Monday, September 23rd.

Here is that e-mail chain:

From: Elizabeth Blount [mailto:eblount@greenvillenc.gov]
Sent: Thursday, September 19, 2019 1:58 PM
To: Anderson, Patricia; Derrick Smith; Robert Caldwell
Cc: Thomas Barnett; Chantae Gooby
Subject: Meeting with City Staff and Rich Balot

Hello,
Staff would like to schedule a meeting with the you, the homeowners and Mr. Balot on this Monday, September 23rd at 5 pm. This is the earliest Mr. Balot is available. Can you check your schedule and with the other homeowners to see if that time will work? We are looking at meeting in the City's facility but we are willing to meet at a location that is suitable and convenient to you. Please let us know as soon as you can. Thank you in advance for your help.

Elizabeth Blount, CZO
Lead Planner

City of Greenville
eblount@greenvillenc.gov
www.greenvillenc.gov
Tel: 252-329-4608
Fax: 252-329-4483
Cell: 252-493-2007

On Sep 19, 2019, at 4:42 PM, Derrick Smith <dsmith@thewootencompany.com> wrote:

I can be available

Derrick C. Smith, PE, NCLID
Greenville Regional Manager/Project Manager
The Wooten Company
301 West 14th Street
Greenville, NC 27834
252.757.1096
Fax 252.757.3221

On Sep 19, 2019, at 10:31 PM, Anderson, Patricia <ANDERSONP@ecu.edu> wrote:

I am available.

Patricia J. Anderson, Ed.D.
Professor, Dept. of ELMID
East Carolina University

From: Robert Caldwell <dave.caldwell13@gmail.com>
Sent: Thursday, September 19, 2019 11:39 PM
To: Elizabeth Blount <eblount@greenvillenc.gov>
Cc: Derrick Smith <dsmith@thewootencompany.com>; Elizabeth Blount <eblount@greenvillenc.gov>; Thomas Barnett <TBarnett@greenvillenc.gov>; Chantae Gooby <cgooby@GREENVILLENC.GOV>; Patricia Anderson <andersonp@ecu.edu>
Subject: Re: Meeting with City Staff and Rich Balot

I'm available.

From: Elizabeth Blount <eblount@greenvillenc.gov>
Date: September 20, 2019 at 9:04:21 AM EDT
Subject: RE: Meeting with City Staff and Rich Balot

It appears everyone is available at 5 pm on this Monday, September 23rd. We will meet on the 3rd floor in Room 337 in the City Hall Building. The building is located at 200 W. 5th Street. Thank you for your availability and willingness to meet. We will see you on Monday and have a great weekend.

Elizabeth Blount, CZO
252-329-4608 (office)
252-493-2007 (cell)

And here begins the pattern. July 11th notice to show up on July 12th or forever hold your peace. September 19th be there on September 23rd it's Mr. Balot's earliest Availability.

This, by the way, is what the lights looked like on September 21st from my garage which is about a hundred yards further removed that the two above pictures on Mr. Caldwell's patio.

On September 23rd then, there was a meeting held at City Hall and more homeowners showed up than had originally been invited, nine in all. This was not a recorded meeting and there was no stenographer. But the meeting was chaired by Mr. Ken Graves, Assistant City Manager with Chantae Gooby, Chief Planner taking notes. And a spirted discussion was held between the parties with city officials from Planning, Engineering and the City Manager's office in attendance. The homeowners asked if we could receive a record of the meeting that Ms. Gooby had been recording and then after two weeks on October 7th Ms. Gooby e-mailed her Synopsis to certain of the attendees. I was not included in the mailing but was forwarded that Synopsis the following day by Mr. Caldwell and this is it:

From: Chantae Gooby <cgooby@GREENVILLENC.GOV>
Date: October 7, 2019 at 3:57:15 PM EDT
To: Robert Caldwell <dave.caldwell13@gmail.com>, Elizabeth Blount <eblount@greenvillenc.gov>
Cc: Derrick Smith <dsmith@thewootencompany.com>, Thomas Barnett <TBarnett@greenvillenc.gov>, "andersonp@ecu.edu" <andersonp@ecu.edu>, "Ken A. Graves" <KAGraves@greenvillenc.gov>, Bryan Fagundus <Bryan@arkconsultinggroup.com>, Eddie White <whiteconstructionanddesign@gmail.com>, "richbalot@hotmail.com" <richbalot@hotmail.com>, Lisa Kirby <LKirby@GREENVILLENC.GOV>, "John Paul Harrell" <JHarrell@greenvillenc.gov>
Subject: RE: Meeting with City Staff and Rich Balot

Please find attached a synopsis the meeting on September 25 with representatives from Planter's Walk Subdivision, Quail Ridge and John Paul II High School. I have also attached a map for reference.

If you have problems opening the attachments, please let me know.

Thanks.

Chantae

Chantae M. Gooby
Chief Planner
(252) 329-4507

September 25, 2019

City Hall, Conference Room 337

Meeting with Quail Ridge and Planter's Walk homeowners and representatives for John Paul II High School with City Staff related to the Special Use Permit (SUP) for the Athletic complex

Attendees:

Planter's Walk SD	Address
Dave Caldwell	1800 Pheasant Run
Tom Huener	1800 Old Mill Court
Michael DaSilva	1802 Pheasant Run
Kimberly Rabon	2901 Hunter's Run
William Rabon	2901 Hunter's Run
Thomas Feller, Jr.	1802 Old Mill Court
Patricia Anderson, HOA President	2902 Hunter's Run
Derrick Smith	2203 Crooked Creek Run

Quail Ridge	
Ginger Livingstone	2007 P Quail Ridge

John Paul II High School Rich
Balot, 4JPII Owner Craig
Conticchio, Principal
Bryan Fagundus, Ark Consulting Group
Eddie White, General Contractor Michael
Morgan, Facilities Coordinator Joseph
Balot, student

City Staff
Ken Graves, Assistant City Manager
Thomas Barnett, Director of Planning and Development Services
Chantae Gooby, Chief Planner
Elizabeth Blount, Lead Planner Lisa
Kirby, Engineering
JP Harrell, Engineering

Issues from residents:

- Various residents shared pictures of the lights at their residences
- Lights are very tall and blinding
- Speakers are very loud; mainly the music
- Concern about more negative effects from lights and sounds once the leaves fall off the trees
- Lights are staying on until 9-10PM

- Neighborhood has very tall, mature trees, but lights still comes over trees
- Sept. 8 whole backyard illuminated until 9PM even with 30-foot evergreens (Rabon)
- Can't back out of driveway at night because the lights are so bright and blinding (Da Silva)
- Light testing and mitigation has helped
- Lights came on when power flashed during thunderstorm; (default programming should not happen again)
- At first the PA system was fine, but after Hurricane Dorian speaker seems louder (can hear over the TV)
- Can't sit outside because sound is so loud or carry on conversation
- Drainage issues – after rain water is coming up to foundation and under house
- Some residents have purchased flood insurance because rain is coming into backyards and under houses
- Properties didn't flood until after the complex was built
- Drainage pipe along back property line is clogged but City won't clean it out (Rabon)
- Athletic complex property has been raised by bringing in 6-8 inches of fill and is now compacted so that water isn't absorbed
- Cone of light doesn't stop at property lines as per SUP
- Lights are pointed directly at the house and doesn't stop at the property lights; can see the lights directly from 2nd floor; can see 3 tiers of "bulbs" on each light (Rabon)
- Lights were measured in July
- Current lighting situation does not meet the SUP
- Radiance – is more problem than luminosity
- Measure of luminosity doesn't meet the intent of SUP
- May be helpful to do a comprehensive outreach to other neighbors to bring everyone to the table because there are probably other folks that are impacted

Responses from representatives of JPII

- Mr. Balot had good conversations with Ms. Anderson and Mr. Caldwell; he knew of the conditions of the SUP but the language is vague; he is trying to be reasonable
- Third party engineer was hired to do measurements; 0.3 footcandles was measured on the west side of the complex along property line
- City Engineer, Scoot Godefroy, said 0.5 footcandles at property lines met city standards
- Recognize there is going to be some light, but are willing to work on adjusting the lights and possible putting in trees
- Probably not possible to have zero (0) footcandles per the SUP
- Lights for the football and baseball fields will not be used at the same time
- Currently, the field is being used by junior varsity and varsity football teams and boys soccer team for home games since the seasons are at the same time
- Since football season is in the Fall and baseball season is in the Spring, both sets of lights will NOT be used at the same time
- Girls soccer games are in the spring during daytime so lights should be not problematic

- Currently, there are no third parties using the field
- Per the SUP, allowed to use sound system, but are only using for home games (varsity and JV for high school) even though they could use for practice, too
- Portion drains to Quail Ridge (piped outlet) side, there are perimeter swales that take water back to 14th Street
- Athletic complex's stormwater detention is designed according to City standards for 10-year storm
- There is existing drainage within Planter's Walk that is clogged

- In the past, the agricultural field was acting as a "basin" for the water from Planters Walk
- Since development all of the water from the athletic complex now drains through a piped outlet in Quail Ridge or a drainage swale to 14th Street
- Drainage issues within Planter's Walk need to be evaluated by the property owners to determine if drainage pipes/easements are clogged
- Lights are pointed on the ground and were guided they by lasers
- Lights are 80 feet tall
- Possible lights and speakers have moved since Hurricane Dorian; will have them checked

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I felt that there was a lot missing and certain inaccuracies in the synopsis and so I endeavored to apprise Ms. Gooby and Mr. Graves of some salient points that were worth including.

From: Michael da Silva <michaeldasilva50@gmail.com>
Date: October 9, 2019 at 2:41:00 PM EDT
To: "Ken A. Graves" <KAGraves@greenvillenc.gov>, Chantae Gooby <cgooby@GREENVILLENC.GOV>
Cc: Patricia Anderson <andersonp@ecu.edu>, Robert Caldwell <dave.caldwell13@gmail.com>
Subject: Review and Clarifications to Synopsis of JPII Meeting held on September 25, 2019

Wednesday, October 10, 2019
Michael da Silva
1802 Pheasant Run
Planters Walk Subdivision
Greenville, NC 27858

Ken Graves, Assistant City Manager
Chantae Gooby, Chief Planner
Greenville City Hall
200 West Fifth Street
Greenville, NC 27858

publicinput@greenvillenc.gov
May 14, 2020

Re: synopsis of the meeting on September 25 with representatives from Planter's Walk Subdivision, Quail Ridge and John Paul II High School.

Dear Ken and Chantae:

I was copied on the above referenced synopsis yesterday by my neighbor Dave Caldwell. He and I were among the attendees of that meeting. I have reviewed it for content and have some corrections and additional commentary thereon to help better put into perspective the emphasis brought by the many residents in attendance as pertains to the harm inflicted by the John Paul II athletic field development on the adjacent property holders in the Planters Walk, Planters Trail and Quail Ridge subdivisions.

Among the bullets in the first section, **Issues from residents**, I was captioned as saying I ***can't back out of my driveway because the lights are so blinding***. What I said was that I can't back out of my **garage** without being blinded; that the lights prevent me from maneuvering around other vehicles parked there with clear visibility due to the blinding glare of the lights emanating from the baseball field. I provided a photograph which I showed to Mr. Graves and then circulated among Mr. Conticcio, Mr. Fagundus and Mr. Balot. I am attaching it here so you can incorporate it in the record.

I also had interjected at this point that Mr. Caldwell and I had stopped by the Elm Street Park ballfield on the way to the meeting to see what comparable lighting was being used there, and found that the light poles were half the height and covered with domed lids and the light cone pointed downwards to prevent the glare from horizontal emissions. To which Mr. White and Mr. Balot dismissed the comparison indicating that their lighting needs were different and could not be compared. While there may be differences in the nature of the two fields, the Elm Street Park setup appears to illuminate the ballfield sufficiently by directing the cone of light onto the field without blasting glaring light horizontally into the ether in all directions and blinding the neighborhood. I am enclosing two photos (day and night) of the Elm Street Park solution for your reference and to be included into the record. It would seem to me that though there are differences between JPII and Elm Street Park, the lighting at JPII might be better achieved keeping within the confines of the Special Use Permit (SUP) using some other design than that which they chose to employ. Scoffing at the comparison showed an unhelpful and uncompromising inflexibility.

The next bullet is that the ***Light testing and mitigation has helped***. I have observed no improvement from my perspective at all. And I don't believe any of the complainants about the lights has indicated that the nuisance has been cured. To the contrary, we listened as resident after resident recounted the problem the lights posed from their specific perspective. I again stressed the nature of the light cone as being out of spec with the provisions of the SUP; it does not stop at the property line and needs to be pointed down and hooded to prevent blasting the neighborhood with unwanted light.

Further on down the list where the bullets turn to discussion of the drainage issues there is a significant error of statement. It states that the ***Athletic complex property has been raised by bringing in 6-8***

inches of fill… This should have been recorded as **6-8 feet of fill**. And having been compacted and sloped towards the perimeter, I had suggested this is contributory to the flooding issues being experienced by certain of the attendees and asked if there had been a perimeter drain installed. No answer was given by the developers other than that the "hydraulics" were too complicated to go into.

In order to put the significance of the regrading done at the sight into perspective, it might be useful to consider this modification in the words of some of the school's own representatives. On January 20, 2019 there was an article in the Daily Reflector titled **$10 million complex includes turf field, modern equipment**. Here is the link: http://www.reflector.com/News/2019/01/20/New-10-million-athletic-campus-to-include-turf-grass.html.

> In the article, two of the school's representatives talk about having installed a "field turf surface" in a "lighted field turf stadium". According to Sean Murphy, the school's athletics director, he boasts: "you never have to worry about weather, rain…We could have six days of straight rain, and we could play on that surface because it drains so well."
> The reporter for the Reflector, Kim Grizzard, notes, "No expense has been spared throughout the $10 million athletics campus." Quoting Doug Smith, the school's director of recruiting and advancement, she writes, "Smith said 8,000 truckloads of dirt were used to build up the property. The football field is now eye-level with the first-floor ceilings of Quail Ridge town homes, which are located behind it." "Somebody made the joke if we ever get another hurricane, that's going to be the highest place in Greenville to go," Smith said.

So, I tried to put into perspective the implications; I wanted to visualize what 8,000 truckloads of dirt would translate to in terms of raising the elevation of the property. So, I turned to my brother for some insight. He worked for a local contractor, Hendrix-Barnhill (a water and sewer utility construction firm here in eastern North Carolina), when he first moved down here in the early nineties. They fulfilled numerous contracts for the City of Greenville in water and sewer related projects. One of the projects he worked on was as a supervisor for the installation of the storm drainage system for the Meeting House Branch which is the creek that runs from Charles Blvd and crossing 14th Street just south of the Planter's Walk subdivision before the church on the corner of Firetower Road and running behind Planters Walk. This is without doubt the main drain for our subdivision as well as the athletic field and Quail Ridge. So, his perspective was worthwhile getting. His guestimate was that a dump truck would probably transport 10 cubic yards of fill, while a dump trailer might transport 20 to 30 cubic yards of fill. He suggested I research online to find an accurate estimate.
I found that a small dump truck hauls about 5 cubic yards; a large dump truck hauls about 10 cubic yards; and a semi-dump trailer hauls upwards of 20 cubic yards. I am attaching a web page from an Illinois contractor which goes into the uses and capacity of semi-dump trailers. And given that these 8,000 truckloads of dirt were semi-dump trailers, I will use the 20 cubic foot measure to estimate the total cubic footage added in raising the elevation during the regrading of the property.

The Calculation:

So, 20 cubic yards times 8,000 truckloads translate to 160,000 cubic yards of fill.
Jumping then to the converter, 160,000 *square yards* would cover 33.05 acres. Thus, *cubic yards* would cover that acreage to the height of 3 feet end to end.
Given that the area involved is 23.5 acres, one can see that the elevation would have been raised to a height of roughly 4* feet (33.05/23.5*3=4.22) from end to end of the property if distributed evenly.

It appears not to have been distributed evenly though. The gymnasium appears to have been built on a mound as does the ballfields. And if you stand at the end of Crooked Creek Road you can see that the level of the ballfield appears to be at least 8 feet higher than the street level, and that it slopes toward the perimeter from there. Previously, the farmers field appeared to be at the same level as the road. This, then, would account for and agree with Mr. Smith's boast that the football field is now "eye-level with the first-floor ceilings of Quail Ridge town homes" located behind the field. This may then be true also for the single-family homes on the Planters Walk side as well. Only by taking new elevation readings could that be ascertained.
Thus, the synopsis is in significant error when it states the property was raise by 6-8 inches only; the difference is monumental and may well be the cause for flooding out adjacent properties.

Accordingly, I would like to address some of the bullets in the second section **Responses from representatives of JPII**.
Staying with the drainage issue for the moment, the bullets seem to indicate that the only area where drains have been employed is where "portions" have been drained to a piped outlet on the Quail Ridge side and that the remainder carries water through perimeter swales back to 14th Street. Thus, there appears not to have been a full perimeter drain in the planning to carry excess runoff from the fields to the city storm drain system.
One bullet floats a trial balloon that the agricultural field was ***"acting as a 'basin' for the water from Planters Walk"***. And another bullet posits that ***"Since development all of the water from the athletic complex now drains through the piped outlet in Quail Ridge or a drainage swale to 14th Street"***. And finally, other bullets suggest that the existing drainage in Planters Walk is ***"clogged"*** and needs to be addressed by the property owners.
This is a blatant attempt to shift the burden of curing the drainage problems created by the regrading of the athletic complex onto the homeowners and/or the subdivision where there was never a problem of drainage in the past. As for the clogging of the swales, 35 years of ploughing the farm field may have greatly contributed to that issue. Yet since the mid-eighties when the residential subdivisions began to build out, there doesn't appear to have been a problem between the farmer and his neighbors as to drainage. While there may have been low spots in the field that accumulated water at times, these continued to drain without flooding properties in the subdivision until the significant raising and regrading and compacting of the athletic complex by the current developer.
To the point on the drainage issue, under the provisions of the SUP, **Item 4. * (D) Detriment to Public Welfare**, where it is clearly stated that ***"The proposed use will not be detrimental to the public welfare or to the use or development of adjacent properties or other neighborhood uses"***.

Clearly, the regraded use is detrimental to the property holders who have water and flooding issues where none existed prior to the development. It should be incumbent upon the developer then to cure the detriment. Ensuring the swales flow and if needed adding additional perimeter drainage should not break a $10 million project considering the substantial investment in regrading undertaken.
Returning then to the lighting, there is a bullet that states that the lights are pointed on the ground and guided there by lasers. This is not true. That is the problem; they are pointed horizontally at the neighbors on the periphery. They are blinding us and need to be corrected, replaced or shut down.
Another bullet states that ***"currently there are no third parties using the field"***. This is part of the SUP and promised **in perpetuity**.

Lastly, there is no mention in the synopsis of the concern raised by Patricia Anderson, HOA President for Planters Walk about detriment to property values. Due to the development, certain properties may not be sellable for comparable pricing of like construction in the area due to exposure to the lighting, excessive sound intrusion or repetitive flooding. This in turn affects all property holders in the subdivisions as well.

Also, we were promised 20 feet of green space around the periphery of the project and that too has not been completely provided for.
So, as an affected property holder, I am interested that the record be precise and that you as our custodians at City Hall have recorded and have as clear an understanding as possible as to the harm we are suffering in this ongoing struggle. We want to protect our homes and property values and not be subjected to unnecessary infringements upon the regular enjoyment of our properties. And the aggregate contribution in tax revenues from all affected residential property holders adjacent to the athletic field significantly outweighs the substantially discounted property tax this development appears to enjoy. We are community members deserving of your consideration and concern.
And so, I reiterate, as bulleted in the synopsis, that it "May be helpful to do a comprehensive outreach to other neighbors to bring everyone to the table because there are probably other folks that are impacted". And then to hold the developer to the fulfillment of the SUP in the spirit of good neighborliness they profess to espouse which they can do by curing the defects.

Sincerely,

Michael da Silva
1802 Pheasant Run
Planters Walk Subdivision

ATTACHMENTS:

Attachment 1:

Elm Street Park – Nighttime

Attachment 2:

Elm Street Park – Daytime

Attachment 3:

Attachment 4:

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$10 million complex includes turf field, modern equipment

By Kim Grizzard
The Daily Reflector

Sunday, January 20, 2019

Before the first students suit up to play football this fall for John Paul II Catholic High School, the school has plans to cover them from head to toe.

Sean Murphy, the school's athletics director and head football coach, said the Saints will be the only team east of Raleigh to play on a field turf surface. In addition the school's new football team may be the first in the state to be outfitted with Vicis Zero1 helmets.

School officials said both efforts are being undertaken with safety in mind.

Murphy said Archbishop Curley High School in Baltimore, where he coached football for more than 20 years, saw a reduction in injuries, especially knee injuries, after installing field turf.

The turf, used in some college and professional stadiums, also is known for its weather resistance.

"You never have to worry about weather, rain," said Murphy, a former assistant football coach at Towson University, where he played football in college. "We could have six days of straight rain, and we could play on that surface because it drains so well."

The football program is part of a 23-acre expansion at John Paul II, which is constructing an athletic campus on 14th Street beside its classroom building. In addition to the lighted field turf stadium, which also will be used for soccer and lacrosse, the campus will include a gymnasium, baseball and softball fields with batting cages, and two beach volleyball courts.

The complex will be open to students from John Paul II and St. Peter Catholic schools.

"One of the issues in the past is our athletic facilities are 20 minutes away over at St. Gabriel's," Murphy said. "A lot of parents want the whole package. Playing sports is a part of your educational experience."

Doug Smith, the school's director of recruiting and advancement, said John Paul II, which will be the only private school in Pitt County to have a football team, plans to compete in eight-man football.

"Private schools in eastern North Carolina, similarly, do not have enough enrollment to support an 11-man football team," he said. "If we played 11-man football, we'd have to be traveling to Charlotte (to play)."

John Paul II, a member of the Coastal Plains Independent Conference, will play in North Carolina's Big 8 Conference for football.

Murphy welcomes the chance to build a program from scratch and to adapt to a new style of football.

"I've talked to some college coaches to see if it would have an impact on recruitment and they have assured me it wouldn't," he said, adding that Boise State's Leighton Vander Esch, a first-round draft pick, played eight-man football in high school. "He made a comment to say he thought he was a better player as a result of playing eight-man because you play both ways and you had to be a little bit more of an athlete."

John Paul II's new football players each will be fitted with Vicis helmet like ones used by NFL and NCAA teams. The helmets, which cost about $1,000 each, compared about $250 for standard helmets, are designed to reduce impact forces.

"They're basically custom made for each kid," Murphy said. "They're the safest in the industry."

No expense has been spared throughout the $10 million athletics campus. Smith said 8,000 truckloads of dirt were used to build up the property. The football field is now eye-level with the first-floor ceilings of Quail Ridge town homes, which are located behind it.

"Somebody made the joke 'If we ever get another hurricane, that's going to be the highest place in Greenville to go,'" Smith said.

Murphy said the baseball field, which is similar to the field at ECU with step-down dugouts and turf along the outside of the field of play, is another highlight of the campus.

"Prior, I don't think we were much of an attraction for the better student-athlete, but with the new facility we're seeing it big time," he said. "We're seeing a huge increase in the number of kids and parents that are interested in coming."

1 of 3

Sean Murphy, Athletic Director and Head Football Coach stands on the new field turf at John Paul II Catholic High School, Wednesday. The field will be used for football, soccer and lacrosse.

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Greenville
NORTH CAROLINA
PLANNING AND
DEVELOPMENT SERVICES

November 18, 2019

Rich Balot
4JPII, LLC
PO Box 2067
Greenville, NC 27836

Eddie White, General Contractor
2358 Portertown Road
Greenville, NC 27858

RE: LIGHTING ASSESSMENT & CERTIFICATE OF OCCUPANCY FOR JPII ATHLETIC COMPLEX

Dear Mr. Balot and Mr. White,

On November 6, 2019, City Staff met with Eddie White, general contractor, at the John Paul II Athletic Complex to assess the lighting conditions pursuant to a special use permit. City Staff present at the meeting was Ken Graves, Thomas Barnett, Lisa Kirby, Les Everett, Chantae Gooby and Elizabeth Blount. The contractor and staff both took light readings from several locations along the boundary of the complex closest to Planter's Walk Subdivision. The maximum reading was 0.13 foot-candles at the northeastern boundary near the football field. The lights registered at 0 foot-candles at the eastern boundary near the baseball field.

Per the special use permit, the following conditions apply to lighting:

- No lighting shall be directed toward or placed in such a manner as to shine directly into a public right-of-way or residential premises.
- No lighting shall illuminate any public right-of-way, street or any adjoining or area property in such a manner as to constitute a nuisance or hazard to the general public.
- Lighting shall be located and shielded to prevent the light cone of all exterior fixtures from encroaching beyond the property boundary line and into any adjacent public right-of-way, property or dwelling.

Upon observation of City Staff, no lights shined directly into residential premises. The light reading measurements showed minimum to no light encroaching beyond the property boundary line. The current light settings are appropriate for the necessary lighting and operation of night activities; and, the light settings are not creating a nuisance or hazard to the general public. Staff agrees that the intent of the special use permit conditions concerning lighting have been met.

In reference to the status of the Certificate of Occupancy, the Inspection Division's office has not received a release from the Engineering Department (252-329-4467) nor from Planning for the vegetation inspection (252-329-4512). The following items were noted and remain outstanding:

- Engineering: Dumpster pad screening not installed, installation of sidewalk along 14th Street, and a recorded final plat.
- Vegetation: Zoning has not received a request nor payment for the vegetation inspection. From discussions it has been mentioned a few trees are still needed and you are awaiting delivery of them.

From previous conversations, it was mentioned that a surety had been posted. The surety would cover the engineering items only. The surety does not include the outstanding vegetation inspection items.

If I can be of further assistance, please feel free to contact me at (252) 329-4500 or via email at tbarnett@greenvillenc.gov.

Sincerely,

Thomas Barnett
Director of Planning and Development Services

cc: Ann Wall, City Manager
Ken Graves, Assistant City Manager
Les Everett, Assistant Director of Planning and Development Services
Lisa Kirby, Engineering Director
Chantae Gooby, Chief Planner
Elizabeth Blount, Lead Planner
Patricia Anderson, President of Planter's Walk Home Owner Association
Craig Conticchio, Principal of JPII High School
Planter's Walk Home Owners

So, after more than half a year of light testing with only two meetings with the neighbors, one on July 12th and the second on September 23rd, and with no regard for the request to bring in the entire community together for a round table discussion of the light, sound and water issues, the Planning Department issued a certificate stating that city staff had observed no light shining into residential premises and that the lighting did not create a nuisance. And as such, the intent of the Special Use Permit…have been met resulting in a Certificate of Occupancy.

Railroaded! Steamrolled!

This is how "Good Neighbors" treat one another?

But to complete the picture of the short shrift give to the neighborhoods, on or about December 10, 2019, notice was given of an upcoming meeting of the Planning and Zoning Commission to be held on December 17th, a week before Christmas, where a rezoning request would be submitted, an attempt to set aside the conditions of the **Special Use Permit**.

At the meeting, the minutes record Ms. Gooby's remarks as follows:

> **Ms. Gooby delineated the 31-acre property and brought the board up to date with the submitted letters from the petitioner and other stakeholders. Ms. Gooby then shared the history of the property's Special Use Permit and its current zoning. Informing the board that if the rezoning is granted the Special Use Permit will be nullified. Ms. Gooby also gave the board the definition of "spot zoning" as it is has been a concern raised by the affected parties. Because of the noise and lighting use of the athletic complex, the surrounding neighborhoods have expressed dissatisfaction with the complex. Complaints have been voiced with the city, property owners and the benefactor; however, the rezoning request could open the door for the Special Use Permit conditions to be set aside. In staff's opinion, the request is not in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. Staff recommends denial.**
>
> **Mr. Parker asked if there were other avenues for the petitioner to take other than rezoning the entire property.**
>
> **Ms. Gooby replied there were two different paths that both hold uncertain results. One path is to go back before the Board of Adjustment and re-open the Special Use Permit to change the conditions. Alternatively, the petitioner and staff possibly can work on a text amendment and that would be if appropriate terms could be met without compromising the city code. Both options have no certain outcome.**

And here begins the genesis of the Text Amendment, because now that the residents had been able to see and hear the results of the complex installation in action, there had developed genuine push back.

More from the minutes:

> **Mr. Parker asked: Have you met with the HOAs?**
> **Mr. Balot replied: We've tried. There has been communication in various forms.**

The only forms I was privy to date had been the initial meet and greet and then the subsequent spot meeting on July 12, 2019 for the "final testing" of the lighting followed by the September 23, 2019 meeting where nothing was resolved between the parties.

But with less than a week to organize, some twenty-four petitions from the homeowners in the Planter's Walk and Planter's Trail subdivisions had been amassed and submitted to the Commission. And speaking in opposition at the Commission meeting were some fourteen opponents.

And again, from the minutes:

> **Mr. Robinson replied most of the speakers tonight stated that they haven't been fully heard or received insufficient notice of this request. I think more time is needed to allow the parties to come together to express their concerns in an amicable and civil way. I hope that a resolution can be reached before we have to vote on it.**

The rezoning request was continued to the 21st of January of 2020 where it was withdrawn by the petitioner. Since then, I had heard of no further attempt by the school or Mr. Balot to reach out to the communities until, again with the short shrift, on this past May 5th I was notified of a Zoom meeting to take place at 6:00 that evening to discuss a Text Amendment.

Amid the questions in the Q & A portion of the meeting, someone asked: Why did we get less than 24 hours' notice about the presentation?

To which Mr. Balot responded: ***"I apologize. We only came up with this recently. It was a, like I said earlier, this is not a public hearing or anything of that sort. This is a neighborhood meeting with the school that the school organized. And I meant to send something out last week. I spoke to Patricia Anderson about it. Meant to send it that day and, honestly, I just got tied up with business and this is not my day job and I apologize, but we still decided to go forward with it, record it for those of you who can make this meeting, great."***

It was the same in December, he apologized for the late notice. We are repeatedly given short notice and are expected to hop to in order to defend our interests against what can only be called a hostile aggression. And never has there ever been a sincere outreach to the community. Only a steadfast agenda to set aside the restrictions of the Special Use Permit.

When asked if he wasn't trying to raise funds with these third-party rentals, Mr. Balot answered in the absurd***: "That's not the concept, just to make funds out of this. The only money that would be raised would be the cost maintaining it, as far as cleaning up after people. Because, unfortunately, often times people don't do a great job cleaning up their trash. And so, the only thing we would be charging folks is a minimal cost of maintaining the facility. So, we're talking like, you know, twenty – twenty-five bucks. Something like that. Not enough to cover anything more than just the cost of maintaining the complex for what they're using. We're not doing it as a fundraiser."***

That's ludicrous! I'd like to know where on earth one can find a maintenance man who'll clean up after an event with hundreds of spectators swilling soft-drinks from plastic cups and aluminum cans, and noshing on chips and other types of snack foods even if every single one of them were to be responsible and deposit their trash in the available cans. Invariably there must be a larger cleanup effort than could be bought for twenty – twenty-five bucks. And what of the cost of lighting and the use of the sound system; the necessary security force that would have to be provided. No, these usages would be rentals and priced accordingly. So, stop pulling our legs.

And when asked if the speaker noise could be limited to game commentary only rather than have music, Mr. Balot's response was again priceless: ***"In general, the music is only played at half-times; before the game; after the game and then in between plays. And that's very typical of a game."*** Well, I'm glad they stop the music during the plays so that the athletes can focus on the game.

But where his responses turn insidious is when he speaks about the three irksome issues: **Light**, **Sound** and **Water**. When asked where the runoff water drains to, Mr. Balot had this to say: ***"Where does the runoff water drain to? Unfortunately, I'm not an engineer and so I couldn't tell you where the water runoff drains to. And so, I would have to get a follow-up answer for you on that. And again, if you e-mail me, I'm happy to do so. The… I believe the water… Some of it… Most of it, I believe, drains in the two ways… And again, I'm not the engineer so, I'm going to preface with that: One, is that we have a direct tie into the storm water system in Quail Ridge and all of the water from our football field, it goes through the rocks into a drainage system that brings it straight out into that system there. The other way is that some of the water sheet flows off the front of the property towards Fourteenth Street into that ditch there. And the final way is there's a swale that kind of goes around the edges again that ties it back, I believe, into the Fourteenth Street site onto Fourteenth Street. Again, I'm not the engineer. I'm just the landowner but if you have more questions you can feel free to e-mail me and I will follow up with you on that directly."***

And to a follow up question, he had this to say: ***"But, you know, like I said, <u>we're not takin' any responsibility</u> for the draining to be clear for the drainage. But we're happy to try and help out and I'm happy to see if our engineer can assist with some of it. But there's some problems inside the neighborhood that previously when it was a farm field, the farmer loved having extra drainage there. But as far as the way the rules go, you're responsible for the water that's on your property. And none of our water's actually draining on to the neighbor's property. It's all going through the proper drain flow system. The problem is that since our property's been built up, some of your land can no longer***

drain onto ours which is not our responsibility. So, I know that's a tough situation and I understand that it wasn't that way beforehand. And so probably not that much fun. But again, e-mail me. I'll get you in touch with the engineer and we'll see if there's something we can do to try and help out with your specific issue related to water.

Well, I'm not sold. If they built up the football field to a level of eight feet at the center and sloping to six feet at the perimeter, why does that sheet of water not flow to the perimeter like the water sheet in the front of the property? And if there's a reservoir of rock under the field, what does that sit on? Hard pan? Well, it doesn't take a wild imagination to see that in a torrential rain that rock reservoir might fill up. And what would it do then in seeking the lowest level as water is wont to do. Well if the drainage pipes are at a at capacity and the rock reservoir begins to backfill, one would think that it would seek release at the sides. Perhaps that's how homes that were never flooded through thirty years of hurricanes through Floyd and on up are finding themselves with standing water under their homes where they never had a problem before.

And this trial balloon they keep floating that our properties had always drained into the farmer's field and now they can't so do. That's more hogwash. My neighbor diagonally opposite me has had problems for as long as I've been here, and that's going on now eleven years now, where the farmer's field has drained on his property. It was so bad that when the former owners tried to sell, they couldn't. They had to completely replace all the foundational wood joists because of the wood rot, put in a quality moisture barrier and install a continually running dehumidification system in order to get the house under contract. And to this day when rains are heavy, there is still standing water halfway up their back yard coming in from the athletic complex.

The fact is that the topography was irregular with some spots higher, some spots lower. But if the two properties at the end of Old Mill Court are only now having water issues (and they are) where they never had issues before, it only stands to reason that it's the elevation of the sports field that is the culprit.

And the **Special Use Permit** again is clear: **#4 (F) Injuries to properties or Improvements. The proposed use will not injure, by value or otherwise, adjoining or abutting property or public improvements in the neighborhood.**

The fact is that the developer didn't install a perimeter drain. He didn't put in a sound barrier. And he went with eighty-foot light poles that illuminate the entire neighborhood. These to the injury of so many of my neighbors.

And so, the core and essential tactic is to deny it's his problem and try every trick in the book to set aside the **ORDERS** contained in the **Special Use Permit**.

Now, the petitioners may say: Who is this guy all full of sour grapes. He's just a grumpy old man who doesn't like kids. Or perhaps he's opposed to Catholic school education.

The fact is I am a product of Catholic school education. I attended parochial school grades one through eight. It's where I learned to read, and to write. It provided me with my math skills. So, my bone to pick is not with the nature of the school or their having a nice facility for their students. Fact is, I have two friends whose daughters are both in attendance at John Paul II and enthusiastic members of the sporting teams there. I glad for them that they have such a nice facility to use. They are wonderful girls. But one other thing I learned in Catholic school is that **"Thou shalt not tell a lie!"** And when Mr. Balot states that: ***"it's never something that the school promised to, as far as not wanting to allow third parties using the complex"***, Mr. Conticchio is at a minimum not being forthright by remaining silent.

And so, if it isn't all sour grapes, what is it all about? Well, I'll tell you. It's about quality of life. It's about having peace at home. And above all it's about property values. Who would want to have loud and boisterous games seven days a week going on to all hours of the evening? Will the residents never be able to have enjoyable family gatherings without finding them drown out by high energy music? This so-called **Text Amendment** would potentially allow for continual use of the complex seven days a week. And what kind of effect would that have on salability and price. And why should the residents of Planter's Walk have to endure this continual abrasion so the community at large can have a quick fix to its need for better playing facilities. Shouldn't providing that be a burden to be shared by all the citizens. And now, as a new tax assessment is about to take place, will we find our selves having to pay more when in fact our properties are worth less. It's unconscionable!

And then, what's next? Will the operator decide to install 5G transformers atop the eighty-foot light poles because, why not, the poles are there, and then, make of his facility a sports mecca capable of Ultra High Def transmissions? While we the neighbors get bombarded with microwaves? I must say at this point, I wouldn't doubt it. Mr. Conticchio was right to thank us for our patience. We are due his thanks. After two plus years of construction and the myriad of damages suffered to different degrees by different residents. I, personally, will testify that this has been exhausting. Particularly, the continual need to be on guard in defending oneself and one's interest. I for one am exhausted.

So, I am asking you, the Commissioners, with all your wealth of knowledge and experience, to consider deeply the harm that would be cause to the three neighborhoods, and longer-term the negative effect such an ordinance would have on the greater Greenville community and quash this specious thing in its tracks. And further, I think it would be highly appropriate to commence an investigation as to how the Certificate of Occupancy for lighting was ushered through. There's something rotten in Greenville and it needs cleaning.

With that I humbly submit my comments.

With deep respect, I remain,
Michael da Silva
Greenville Resident, Planter's Walk

CCs: See e-mail cover

Public Comments to City of Greenville Planning & Zoning Commission Meeting, Monday June 11, 2020
publicinput@greenvillenc.gov

Commissioners, petitioners and community residents of the Planter's Walk, Planter's Trail and Quail Ridge subdivisions and other interested parties from the greater Greenville City community at large:

I had wanted to come before the **Planning and Zoning Commission** last evening to offer constructive input to the matter put before the **Commission** in regard to the petitioner's ***(4JPII,LLC)*** request for a **Private Schools Text Amendment** to the **City of Greenville Ordinance**, carving out a new class distinction for small private schools from the currently un-disambiguated ordinance as regards all schools inclusively, but time ran short. And so, I offer additional public input in the alternative.

The **Text Amendment** provided to the commission is a terrible insertion to citywide law that is specious in the genesis of its origins as well as to its purported intent. The petitioner together with the **City Planning Department** aver this change in law would ***"Protect the surrounding neighborhoods, but…accommodate the needs of the broader community…at large"***. While it may be true that it accommodates some needs of the broader community as regards the need for sporting facilities for youth leagues, it certainly does not protect the surrounding neighborhoods. And its implications, beyond securing a short-term fix for the lack of sufficient fields of play for youth sport in the city, risk unforeseeable harmful consequences down the road for the entire city at large.

At a May 5 Zoom webinar hosted by the petitioner, **4JPII,LLC**, in presenting the new **Text Amendment**, Mr. Sceviour from the **City Planning Department** stated that the new regulations as regards **Third Party Rentals Being Allowed** ***"isn't just for this project, this is for any school that might meet this definition."***

And also, at that webinar, the host, Mr. Balot stated, ***"I'm understanding that they're writing this code not just for us but for general usage…the code is not being written just for us".*** Yet earlier in his discourse, Mr. Balot said: ***"we asked the city to work on a Text Amendment that would be a modification of the existing city code with us. And we proposed that. And so, now we've asked them to share with you the current proposal that will be going before Planning and Zoning."***

And Mr. Sceviour also prefaced his above statement saying: ***"the cap on this type of facility would be 500 students. Which I think fits within the intention of the operators here in this case."***

And just last night, Amanda Bambrick, attorney for Mr. Balot and **4JPII, LLC**, stated: ***"So, we spent the balance of several months working with the city under the city's procedures in sort of a collaborative process trying to work out a really…We understand with*** **Text Amendments*, right, they're going to be applicable to the whole city, so they have to be narrowly tailored so that you don't get in, sort of, any other unintended consequences. So, we felt we could work really closely with the city, and we definitely took their lead on many, many issues. And I think what we got was a narrowly tailored*** **Text Amendment…"** I ask: Tailored for whom?

In all these several months of collaborative working between the developer and **City Planning**, why was there no outreach to the adjacent communities. Mr. Balot was asked in December by the **Planning and Zoning Commission** to engage with the homeowners in order to forge a communication regarding disputes. Yet since then, there has been no outreach from either the developer or the **Planning Department** to the affected neighboring communities.

In essence, this **Text Amendment** is a custom job written by the **Planning Department** for the benefit of the developer seeking an end game to run around the provisions of the **Special Use Permit**, which protect the surrounding neighborhoods, and to set that aside. And the contents of the **Amendment** do

anything but ***"Protect the surrounding neighborhoods…"*** as Mr. Sceviour avers. So, why is the city doing this? Why have we been forsaken?

Rather than to try to circumvent the **Special Use Permit** (for the second time in five months), why doesn't the operator engage with the community to see if there may be a way to amend it.

If the promised care for the neighborhoods can finally be met, perhaps the community might not be so resistant to supplementary fields rentals by the operator.

In essence, cure the defects in regard to **light**, **sound**, and **water**; and put in a **meaningful green buffer** as was promised, and then perhaps the community would be willing to allow more usage of the fields.

But, better protections than are written into the current proposed legislation would need to be inserted, e.g. caps on days in addition to hours so that the adjacent community does not wind up being subjected to fields usages ranging from 13 to 16 hours a day, seven days a week. That's untenable.

In fact, during the Zoom webinar of May 5th, one of the participants identified in the Q&A dialogue as **bdk** proposes a cap on days as a way to make third-party rentals more palatable to the community, to which Mr. Balot says: ***"Just a comment there, not a question"***, and moves on without discussing the idea. Clearly, he wants no limitations whatsoever.

Now, much has been said on the topic of whether these new proposed **"Third Party Rentals"** are for profit or not. In essence, does the operator and the school intend to make money while the adjacent neighborhoods pay the price in the form of perpetual light and noise intrusion and pollution, and in the corresponding sacrifice of home values due to the overpowering impact of these activities on their ability to sell?

As far as I'm concerned, and I suspect I'm not alone, I could care less it the operator and the school turn a profit. That's how institutions remain solvent, by being able to meet and/or exceed their expenses.

So, let's look at the type of entities involved here:

1.) **4JPII, LLC** is a **Sole Member Limited Liability Company** whose nature of business is recorded with the **Secretary of State** as being in the business of **"Real Estate Investment"**.
2.) **RB4 14th Street, LLC** is a **Sole Member Limited Liability Company** whose nature of business is recorded with the **Secretary of State** as being in the business of **"Private School"**.

As such, both entities are required to file with the **IRS** and the **NC Department of Revenue** a **Sole Proprietorship, Profit or Loss from Business Schedule C** on the **Form 1040** of said **Sole Member**.

So, the question becomes: How staggering are the current losses from operations that the developer is so desperate to set aside the **Special Use Permit** in order to maximize revenues in the form of **Sports Fields Rentals**?

And perhaps the statement by Mr. Balot that: ***"No. There is no need to bring in other schools to rent the facilities… our concept there has to do more with opening it up to allow other folks in the community. It's not for moneymaking. That is not the goal for this."*** Or his statement that***: "any money received will be just to cover cost, paying someone to clean up after them. That's if we charge money. A lot of times we're not even gonna charge. It might be set up in the form of a… Charge money just to cover the costs, you know, if they don't do a good job cleaning, or something like that. We are not doing this***

for a fund raiser; that is not the purpose." Perhaps these statements are half-truths in that it may not be their expectation to turn a profit, at least in the short-term while the school is building out to full targeted enrollments. The depreciation alone on the investment to date of multiple millions on regrading and lifting the fields of play up six to eight feet; or the additional multiple millions spent on pro stadium lighting for the fields, and state of the art sound systems and the gym all together may make it impossible to turn a profit for years to come given the longer-term nature of boosting enrollment. And so, the need for the rentals would go more toward limiting losses than turning a profit. In essence, that the operator wishes to stop the cash hemorrhage of this money pit (and for that, I cannot blame him; and I am not insensitive to this potentiality).

However, the developer and school chose to represent to the adjacent neighborhoods that the fields would only be used by **St. Paul's** and **St. Peter's** schools; and they chose to agree to the provisions of the **Special Use Permit** wherein in the **DECISION AND ORDER No. 3. Letter D.** specifically states that: **"The athletic complex shall only be used for school related activities. No third-party agencies apart from the school shall be permitted to use the complex."** This was their promise going in for which the community welcomed them with open arms with little or no exceptions. And now, they are persistent in trying to evade those terms if not for profit, then for loss limitation.

No one from the neighborhoods forced them to spend $10 – 12 million developing this complex. That decision was theirs and theirs alone. So, if we are now resistant to opening up the fields of play to a seven day per week schedule, it is because they have not taken care to adhere to their other obligations as regards light and sound, or the topographical change that has brought about water issues in parts of the neighborhood. And neither have they put in a meaningful twenty-foot buffer of vegetation to insulate us from the light and noise pollution they are causing as was promised.

If, however, they undertook their obligations seriously and moved to plant a meaningful green buffer, shield the lights better so we are not blinded, install at least a partial perimeter drain in the areas affected with water accumulation when torrents pass through and install a sound barrier to further minimize the noise intrusion to the neighborhood, they might find their good neighbors willing to see amended the clause as to "third-party agencies" in order to allow the school the ability to rent their fields and generate income, providing there be a meaningful cap on days of use in addition to hours of use so that we're not bombarded with noise and light pollution for more than half the hours of every week. Allowing for eight hours of sleep a night, we're given about three and a half hours of peace a day under the latitude of the current provisions in the **Text Amendment**. And that is odious.

And again, I am not insensitive to what may be a staggering cash flow drain by the current financial scheme at JPII; the straight-line depreciation expense on $12 million of capital investment in the facilities over thirty years would amount to a $33,333. a month hit to their P&L alone. What with the cost of grounds maintenance and heat, light, and power not to mention security at games, the losses have to be staggering given the current enrollment base of a hundred and sixty students? No bank would have financed this deal. And this $12 million of capital investment was an up-front cash layout (if it weren't financed), so I could imagine Mr. Balot feeling a bit tapped out at the moment regardless his wealth or resources.

As Mr. Balot said at the hearing last night, ***"This is a charity project for me and our goal here is to basically open up a facility for others in the community including, unfortunately, although they don't necessarily agree, the neighbors, some of which are complaining. We previously allowed them to use***

our cafeteria for H.O.A. events, we can no longer do that. We used to let the city or county use our building for voting; we can no longer do that...we have parts of our complex…that wouldn't impact them at all that we are not allowed to use."

As regards their allowing our H.O.A. the use of their cafeteria for H.O.A. events, they invited us to a meet and greet on October 24, 2017 in their cafeteria to promote their agenda of building out an athletic sports complex for the school. That was hardly us using their facilities but rather them using their facilities to sell us on a proposal so that opposition might be limited or stifled.

And as regards this being charity, this is not a straight up philanthropic endowment where the donor has provided a check up-front for the school to develop their own sports facilities. But rather, this is a complex of business entities whose net losses provide tax deductions for the proprietor in lieu of a deduction for charitable gifts. And it's really just a matter of semantics as to how Mr. Balot gets a tax write-off for this community investment. But the real difference lay in the fact that Mr. Balot owns the athletic complex and Mr. Balot also owns the school. And if down the line, as enrollments build out to their targeted numbers, and as Mr. Balot can somehow be allowed to sublet the fields (if on a limited scheduled basis) to lucrative contracts with competitions or tournaments, he ultimately stands to make a buck which would negate any claim to charity at all.

Nonetheless, I am not chastising Mr. Balot for his spirit of generosity to the community because of the vehicle he has chosen to express it in. I am only trying to call to mind the true nature of his plan's structure and how it differs in its form of philanthropy from a real charity. Instead of chastising him, I actually applaud the generosity of his investment in the community. Many an individual of similar or like means might never spend a dime to give back to the community that had sustained them. And for that, Mr. Balot certainly is due credit and I, for one, will give credit where credit is due.

But where credit is not due is in his stinting on follow-through to ensure that the adjacent communities are not bombarded with light and sound pollution. Last night he went on to say: ***"This is a charity project for me, I'm not making any money off of it, in fact I'm paying Miss Amanda there quite a bit to speak tonight and other times, so…Les knows attorneys aren't cheap, but to that extent, I'll yield…"***

If he would only take the money he's spending on high-powered legal counsel to run end games around the **Special Use Permit** and apply that to curing the defects where he has neither met the letter nor the spirit of the **Order** in the **Special Use Permit's Decision**, it might go a long way toward solving his problems with the neighbors.

Instead, he denies any responsibility for the negative impacts he has caused to the adjacent communities, refuses to take any curative measures, and now wants to just obliterate the protective covenants in the **Special Use Permit** to absolve himself of its constraints, and what's worse turn this complex into an 18½/7 working sports business.

And when it comes to community investment, at the December 17th **Commission** meeting, I submitted a spreadsheet to assist commission members in appreciating the homeowners' contribution to the city.

Taking a subset of the community properties which I refer to as the 1st Tier (being the properties which actually abut the school and athletic complex), as reflected in OPIS in 2019, that tier alone has a 20% greater investment in property and improvements than does the school and complex. And their tax contribution to the county and city is 40% more than that of the school and athletic complex combined.

If you were to then extrapolate to the 2nd Tier, and then on again through the 3rd through 6th Tiers (which would represent all the properties from the corner of Planter's Walk and Crooked Creek Road comprising the parcels on Hunter's Run, Pheasant Run, Plantation Circle and Old Mill Court all the way to the hammerhead at the other end of Crooked Creek Road), community investment by the homeowners in the neighborhood dwarfs that of John Paul II and its Athletic facility. See chart below:

PARCEL #	ADDRESS	SUBDIVISION/ SECTION/ PHASE	ACRES	YEAR BUILT	TOTAL BUILDING AREA	BUILDING VALUE	EXTRA FEATURES VALUE	LAND VALUE	TOTAL VALUE	CURRRENT MARKET VALUE	2,015 MARKET VALUE	TOTAL TAX BILLED	TAX DISCOUNT	NET TAX COLLECTED
FIRST TIER - ADJACENT PROPTERTIES:														
PLANTER'S WALK/PLANTER'S TRAIL:														
43026	2904 Hunter's Run	Planter's Walk	0.63	1986	1,729	98,702	470	30,000	129,172	129,172	127,545	1,689.94		1,689.94
43027	2902 Hunter's Run	Planter's Walk	0.49	1986	1,624	106,132	310	30,000	136,442	136,442	134,893	1,780.89	19.18	1,761.71
43028	2901 Hunter's Run	Planter's Walk	0.54	1986	1,684	94,715		30,000	124,715	124,715	131,709	1,634.19	17.53	1,616.66
43042	1800 Pheasant Run	Planter's Walk	0.55	1987	1,761	106,469	17,580	30,000	154,049	154,049	164,302	2,001.14		2,001.14
43043	1801 Pheasant Run	Planter's Walk	0.48	1990	2,690	168,589		30,000	198,589	198,589	207,339	2,558.35	27.91	2,530.44
43053	1800 Plantation Circle	Planter's Walk	0.49	1990	2,490	158,993		30,000	188,993	188,993	197,324	2,438.30	26.56	2,411.74
43054	1801 Plantation Circle	Planter's Walk	0.53	1991	2,298	166,034	18,590	30,000	214,624	214,624	213,404	2,758.94	30.17	2,728.77
43062	1800 Old Mill Court	Planter's Walk	0.40	1989	2,450	164,627		30,000	194,627	194,627	204,883	2,508.78	27.36	2,481.42
43063	1801 Old Mill Court	Planter's Walk	0.42	1988	2,218	182,995	1,290	30,000	214,285	214,285	186,817	2,754.70	30.12	2,724.58
43067	2201 Crooked Creek Road	Planter's Walk	0.39	1994	2,250	176,815	1,360	30,000	208,175	208,175	211,095	2,678.27	29.25	2,649.02
52222	2203 Crooked Creek Road	Planter's Trail	0.31	1993	2,362	187,436	2,690	30,000	220,126	220,123	218,997	2,827.78	30.94	2,796.84
52221	2205 Crooked Creek Road	Planter's Trail	0.32	1993	2,430	185,081	640	30,000	215,721	215,721	214,225	2,772.67		2,772.67
52220	2301 Crooked Creek Road	Planter's Trail	0.31	1994	2,080	167,683		30,000	197,683	197,683	198,258	2,547.01	27.79	2,519.22
52219	2303 Crooked Creek Road	Planter's Trail	0.41	1994	2,689	177,978	470	30,000	208,448	208,448	209,749	2,681.68	29.29	2,652.39
52241	2308 Crooked Creek Road	Planter's Trail	0.46	1999	2,893	218,235		30,000	248,235	248,235	254,582	3,179.41	34.89	3,144.52
	Total Planter's Walk/Planter's Trail		**6.73**		**33,648**	**2,360,484**	**43,400**	**450,000**	**2,853,884**	**2,853,881**	**2,875,122**	**36,812.05**	**330.99**	**36,481.06**
QUAIL RIDGE:														
44970	2015 A Quail Ridge Road	Quail Ridge	0.08	1987	1,978	93,625		35,250	128,875	128,875	139,181	1,686.23		1,686.23
44971	2015 B Quail Ridge Road	Quail Ridge	0.04	1987	1,468	74,040		18,000	92,040	92,040	94,230	1,225.42	12.94	1,212.48
44972	2015 C Quail Ridge Road	Quail Ridge	0.05	1987	1,208	61,368		22,500	83,868	83,868	87,931	1,123.19	11.78	1,111.41
44973	2015 D Quail Ridge Road	Quail Ridge	0.03	1987	1,188	60,289		12,000	72,289	72,289	73,862	978.33		978.33
44974	2015 E Quail Ridge Road	Quail Ridge	0.05	1987	1,208	61,368		22,500	83,868	83,868	87,931	1,123.19	11.78	1,111.41
44975	2015 F Quail Ridge Road	Quail Ridge	0.08	1987	1,828	86,335		33,750	120,085	120,085	129,575	1,576.26		1,576.26
44976	2015 G Quail Ridge Road	Quail Ridge	0.04	1987	1,518	71,797		19,500	91,297	91,297	95,923	1,216.12	12.83	1,203.29
44977	2015 H Quail Ridge Road	Quail Ridge	0.06	1987	1,987	70,164		26,250	96,414	96,414	101,107	1,280.13	13.56	1,266.57
46192	2041 F Quail Ridge Road	Quail Ridge	0.08	1988	2,021	95,498		35,250	130,748	130,748	141,290	1,709.65	18.38	1,691.27
44979	2043 A Quail Ridge Road	Quail Ridge	0.06	1989	1,444	69,751	370	21,224	91,345	91,345	96,064	1,216.72	12.84	1,203.88
49350	2069 G Quail Ridge Road	Quail Ridge	0.06	1990	1,400	72,206	410	25,100	97,716	97,716	102,866	1,296.42	13.73	1,282.69
49351	2081 A Quail Ridge Road	Quail Ridge	0.07	1990	1,620	81,140	390	32,400	113,930	113,930	122,777	1,499.27	16.02	1,483.25
49352	2081 B Quail Ridge Road	Quail Ridge	0.05	1990	1,512	84,487	500	21,000	105,987	105,987	110,628	1,399.90		1,399.90
49353	2081 C Quail Ridge Road	Quail Ridge	0.06	1990	1,173	62,443	360	24,200	87,003	87,003	91,101	1,162.41		1,162.41
49354	2081 D Quail Ridge Road	Quail Ridge	0.04	1990	1,484	76,319	310	17,800	94,429	94,429	96,394	1,255.30	13.27	1,242.03
49355	2081 E Quail Ridge Road	Quail Ridge	0.04	1990	1,488	77,926	330	19,400	97,656	97,656	99,661	1,295.68	13.73	1,281.95
38450	2081 F Quail Ridge Road	Quail Ridge	0.09	1990	2,402	119,138	370	41,200	160,708	160,708	173,843	2,084.45	22.58	2,061.87
	Total Quail Ridge		**0.98**			**1,317,894**	**3,040**	**427,324**	**1,748,258**	**1,748,258**	**1,844,364**	**23,128.67**	**173.44**	**22,955.23**
	TOTAL FIRST TIER		**7.71**			**3,678,378**	**46,440**	**877,324**	**4,602,142**	**4,602,139**	**4,719,486**	**59,940.72**	**504.43**	**59,436.29**
4JPII LLC:														
39147	School	N/A	6.81	1985	22,460	2,180,343	118,840	170,250	2,469,433	2,469,433	1,730,057	30,892.60	347.07	30,545.53
06793	Athletic Complex	N/A	23.49	2018	14,780	843,547		469,800	1,313,347	1,313,347	471,030	11,222.54	56.12	11,166.42
	TOTAL SCHOOL & COMPLEX		**30.30**		**37,240**	**3,023,890**	**118,840**	**640,050**	**3,782,780**	**3,782,780**	**2,201,087**	**42,115.14**	**403.19**	**41,711.95**

So, again, why have we been forsaken?

Can the city really want to destroy the real property value of three subdivisions?

Commissioners,
City of Greenville, NC
Planning and Zoning Commission
City Hall, 200 W. Fifth Street
Greenville, NC 27858

Michael da Silva, Homeowner
1802 Pheasant Run
Planter's Walk Subdivision
Greenville, NC 27858

Re: Public Input on the Proposed Private Schools Text Amendment

Most Honorable Commissioners:

As I sat listening on Public Access TV to the proceedings last night related to the above referenced agenda item, I became more confused than ever. The city Chief Planner proceeded to provide an historical summary of the agenda item in which she indicated the following:

"Any other schools currently operating right now will not be affected by this; they can continue to operate as they always have. However, new projects that came in would come under this text amendment if it is approved. So, whatever version that is approved of at any new small private schools would fall under these jurisdictions or under these rules. So even though I know that we're talking JPII specifically, this text amendment is citywide."

What on earth does this mean?

Does this mean that the Text Amendment does not apply to JPII? And as such, does the Special Use Permit remain intact? Is the SUP in essence grandfathered in, such that the neighborhood protections are and will remain in force? After all, JPII was already built out prior to the creation of this amendment and so should not be affected by its adoption according to the above (il?) logic. And if so, then there is much ado about nothing and a simple clarification that the SUP remains intact and the neighborhoods remain protected under the provisions therein would dissipate entirely the opposition to the amendment. But rather, I think not. It would seem to be just another bumbling incoherence out of the Planning Department.

An historical summation of what has transpired over the past year and a half is not so simply stated as was presented last evening by the Chief Planner. And the oversight of the eighteen months prior to that, during the construction phase, is not accounted for. There was much omission in what was a glossing over of the deeply complex nature of events. In fact, the entire process has become so convoluted that an investigation is surely warranted to illuminate what the Planning Department has done (or not done) throughout the process. If their job was to oversee the design and construction of the project and approval was in their hands at the end of the process, then there must be certain individuals responsible

for accepting and signing off on each stage of the development. And if sound, light, and drainage resulted in being out of spec with the provisions of the SUP, who is responsible for signing off on that?

The fact is that the Sports Complex is in receipt of a Certificate of Occupancy despite being out of compliance with the SUP. That is the chief bone of contention between the developer and city planning on the one hand and the surrounding neighborhoods on the other. And the lack of permit code enforcement by the Planning Department is specious. Was their eye not on the ball during the entire eighteen-month long process of design, planning, construction, and development? If so, then perhaps the developer has a bone to pick with them. But to make of the adjoining neighborhoods sacrificial lambs for the incompetence of the planning department to keep the project within the guidelines of the SUP is not fair. Yet, we have been burdened with a fight for our hearths and homes against a department charged with the custodial care for our interests which has done anything but care for us.

Planter's Walk alone represents roughly $20 million dollars of homeowner investment. Extrapolate that out to include Planter's Trail, Quail Ridge, Windy Ridge, Scarborough and Tuckahoe and the real estate investment stagger's the mind. Should we all be subjected to reduced property values because an ill-suited project was mismanaged by the city? It is just not fair and yet despite the negative impact on our property values, taxes just went up. And that is infuriating.

Thus, again, I believe it is in order that a thorough and independent investigation be undertaken to determine how the current installation came to completion when it is so out of spec with the provisions of the SUP. Perhaps this should be referred back to the Board of Adjustment for adjudication? In any event, allowing city code to be modified after the fact in order to accommodate this abuse would be a heinous act not befitting a city concerned for its constituent residents.

It goes without saying then that I urge dismissal of the Text Amendment and that it not only ***not*** be referred out to the City Council for adoption, but that the Planning and Zoning Commission strongly advise ***against*** the adoption of the same by the City Council.

I provided the commission with a link to a short YouTube video last week via public input which I provide again here:

https://youtu.be/tVutvv5VKas

This is a similar project to the installation at JPII that occurred in Claremont Mesa in San Diego a few years back. The parallels are eerie. It is only a little over four minutes, so please take the time. Perhaps it could be aired and discussed at the commission meeting on Thursday upcoming.

Finally, I would like to clarify for Commissioner Faison the status of the petition that was circulated. It is indeed separate from the recent letter to the City Manager which contained some thirty-five signatures. The petition drive came up with some 300 signatories representing 235 households in the adjoining and extended neighborhoods. I had thought it would have been posted already as it was submitted to public input, but just in case, underlying is the listing of petitioners for your review. The petition itself read as follows:

To the Greenville Planning and Zoning Committee and the Greenville City Council:

We, the undersigned, as a home owner in of one of the three neighborhoods, Planters Walk, Planters Trail, and Quail Ridge, surrounding John Paul II High School (JPII) and its adjacent athletic fields and facilities that will be affected by the proposed "text amendment" related to the future use of said fields and facilities request that one of the following should occur with regard to said amendment:

1. The initial special use permit put into place allowing the athletic teams and students of JPII and St. Peters School only to use the aforementioned fields and facilities be kept in place and the text amendment be withdrawn by JPII and Rich Balot or dismissed by the Greenville Planning and Zoning Committee and the Greenville City Council due to the significant impact that would be inflicted on said surrounding neighborhoods, including excessive noise by multiple teams/groups and use of high-powered lighting and the hours which these impacts could be felt.

Or:

2. That the text amendment being reviewed by and potentially voted on by the Planning and Zoning Committee and the City Council should be continued/postponed to allow for greater understanding of the ramifications of the amendment by the neighborhoods being affected. Please note that the residents of these neighborhoods were given short notice on this amendment, only select neighbors were notified, and further communication needs to occur so that we can ensure that all homeowners have an opportunity to comprehend and respond to these ramifications.

Sincerely,

_____ Signature

_____Address

_____Neighborhood/Date

Sincerely,

Michael da Silva

First Name	Middle Name	Last Name	Suffix	Spouse/Partner/Landlord	Parcel #	Home Street	Subdivision
PLANTER'S TRAIL:							
Signatories to Petition of May 14, 2020:							
Brett	D.	Keiper			52219	2303 Crooked Creek Road	Planter's Trail
Derrick	C.	Smith			52222	2203 Crooked Creek Road	Planter's Trail
Mark	Douglas	Richardson		Amy E. Carr Richardson	52223	3200 Grey Fox Trail	Planter's Trail
Amy	E. Carr	Richardson		Mark Douglas Richardson	52223	3200 Grey Fox Trail	Planter's Trail
Spencer	O.	Grant		Crystal L. Grant	52225	3204 Grey Fox Trail	Planter's Trail
Crystal	L.	Grant		Spencer O. Grant	52225	3204 Grey Fox Trail	Planter's Trail
Debbie	Anne	Thurneck		Brandon Kyle Schultz	52226	3300Grey Fox Trail	Planter's Trail
Maureen	T.	Glaser		Fredrick B. Glaser	52230	2300 Autumn Chase Court	Planter's Trail
Frederick	B.	Glaser		Maureen T. Glaser	52230	2300 Autumn Chase Court	Planter's Trail
Willaim	L.	Doiley		Mary B. Doiley	52237	3201 Grey Fox Trail	Planter's Trail
Mary	B.	Doiley		William L. Doiley	52237	3201 Grey Fox Trail	Planter's Trail
Karen	A. Oppelt	Roop		Roy M. Roop II	52239	2304 Crooked Creek Road	Planter's Trail
Roy	M.	Roop	II	Karen Oppelt Roop	52239	2304 Crooked Creek Road	Planter's Trail
Young	Gyu	Yoo		Inkyeong Yoo	52240	2306 Crooked Creek Road	Planter's Trail
Brenda	H.	Rhodes		NYRK Properites LLC	52241	2308 Crooked Creek Road	Planter's Trail
Waseem	A.	Rahman			54329	3402 Grey Fox Trail	Planter's Trail
Patrice	Elaine	Alexander			54331	3500 Grey Fox Trail	Planter's Trail
Robert	Scott	Griffin	Jr.	Patricia S. Griffin	54336	2201 Saddle Ridge Place	Planter's Trail
Patricia	S.	Griffin		Robert Scott Griffin Jr.	54336	2201 Saddle Ridge Place	Planter's Trail
Rebecca	Merrick	Gilbird		Anthony Neil Gilbird	54337	2200 Saddle Ridge Place	Planter's Trail
Brian	T.	Smith		Frances L. Smith	54340	2206 Saddle Ridge Place	Planter's Trail
Frances	L.	Smith		Brian T. Smith	54340	2206 Saddle Ridge Place	Planter's Trail
Gregory	L.	Beres		Wendy L. Beres	54344	2304 Saddle Ridge Place	Planter's Trail
Wendy	L.	Beres		Gregory L. Beres	54344	2304 Saddle Ridge Place	Planter's Trail
Erin	P.	Nimmo		Alexander C. Nimmo	54347	2305 Saddle Ridge Place	Planter's Trail
Brian	Michael	Barnett		Leann Rose Barnett	54348	2303 Saddle Ridge Place	Planter's Trail
Leann	Rose	Barnett		Brian Michael Barnett	54348	2303 Saddle Ridge Place	Planter's Trail
David		Scott		Wilson Okamura	54350	3503 Grey Fox Trail	Planter's Trail
Tricia	Wilson	Okamura		David Scott	54350	3503 Grey Fox Trail	Planter's Trail
Alvin	Y.	Howard			54351	2300 Harvest Manor Court	Planter's Trail
Sterling		Ruffin	Jr.	Stacy Ruffin	54353	2303 Harvest Manor Court	Planter's Trail
Stacy		Ruffin		Sterling Ruffin, Jr.	54353	2303 Harvest Manor Court	Planter's Trail
David	C.	Gagnon		Geneva S. Gagnon	54354	2301 Harvest Manor Court	Planter's Trail
Geneva	S.	Gagnon		David C. Gagnon	54354	2301 Harvest Manor Court	Planter's Trail
Thomas	Frank	Bartik		Karen Lee Bailin	54355	2300 Fieldstone Place	Planter's Trail
Karen	Lee Bailin	Bartik		Thomas Frank Bartik	54355	2300 Fieldstone Place	Planter's Trail
Catherine		McGriff		Sean D. Smith	54356	2302 Fieldstone Place	Planter's Trail
H.	Ray	Franks		Judy G. Franks	54360	2301 Fieldstone Place	Planter's Trail
Judy	G.	Franks		H. Ray Franks	54360	2301 Fieldstone Place	Planter's Trail
39 Signatories to Petition				**25 of 57 Households Signed Petition in Opposition to Text Amendment = 44%**			

First Name	Middle Name	Last Name	Suffix	Spouse/Partner/Landlord	Parcel #	Home Street	Subdivision
Submitted Public Input in Opposition to Text Amendment:							
Julie	A. Daniel	Yount		Bradley J. Yount	52220	2301 Crooked Creek Road	Planter's Trail
David		Carr		Karen A. Carr	52231	2302 Autumn Chase Court	Planter's Trail
Cynthia	Thompson	Rumple		Tony M. Rumple	52238	2302 Crooked Creek Road	Planter's Trail
3 Took Other Actions in Opposition to Text Amendment:				**28 of 57 Households in Opposition to Text Amendment = 49%**			
PLANTER'S WALK:							
Signatories to Petition of May 14, 2020:							
Ronald	L.	Grice		Angela Michele Grice	43024	1801 Planter's Walk	Planter's Walk
Angela	M.	Grice		Ronald L. Grice	43024	1801 Planter's Walk	Planter's Walk
Kimberly	L. Miller	Rabon		William Rabon	43028	2901 Hunter's Run	Planter's Walk
William		Rabon		Kimberly L. Miller Rabon	43028	2901 Hunter's Run	Planter's Walk
Sterling	S.	McDowell		Amy McDowell	43029	2903 Hunter's Run	Planter's Walk
Craig	Allen	Puckett		Lori Ann Puckett	43030	1805 Planter's Walk	Planter's Walk
Lori	Ann	Puckett		Craig A. Pucket	43030	1805 Planter's Walk	Planter's Walk
Edwin	W.	Folk		J. Rod Folk, Executor	43031	1807 Planter's Walk	Planter's Walk
Mary	Stearsman	O'Bryant		James M. Obryant	43032	1809 Planter's Walk	Planter's Walk
James	M.	O'Bryant		Mary S. Obryant	43032	1809 Planter's Walk	Planter's Walk
Richard	A.	Franklin		Cheryl L. Franklin	43034	1813 Planter's Walk	Planter's Walk
Cheryl	L.	Franklin		Richard A. Franklin	43034	1813 Planter's Walk	Planter's Walk
Corrine	M.	Schoephoerster			43035	1815 Planter's Walk	Planter's Walk
Robert		Shafer		Frank A. & Kelly J. Cassiano	43039	1806 Pheasant Run	Planter's Walk
Marie		Shafer		Frank A. & Kelly J. Cassiano	43039	1806 Pheasant Run	Planter's Walk
Robert	C.	Miller		Jacqueline W. Miller	43040	1804 Pheasant Run	Planter's Walk
Jacqueline	W.	Miller		Robert C. Miller	43040	1804 Pheasant Run	Planter's Walk
Michael	T.	da Silva	Trustee	The Michael da Silva Trust	43041	1802 Pheasant Run	Planter's Walk
Robert	David	Caldwell			43042	1800 Pheasant Run	Planter's Walk
Leland		Galetka		Anna Galetka	43043	1801 Pheasant Run	Planter's Walk
Anna		Galetka		Leland Galetka	43043	1801 Pheasant Run	Planter's Walk
Diane	L.	Gregg		Robert W. Gregg Life Estate	43044	1803 Pheasant Run	Planter's Walk
Lisandra	De Castro	Bras			43046	1807 Pheasant Run	Planter's Walk
Cynthia		Johnson			43047	1809 Pheasant Run	Planter's Walk
Erin	M.	Thomson		Timothy A. Thomson	43049	1808 Plantation Circle	Planter's Walk
Timothy	A.	Thomson		Erin M. Thomson	43049	1808 Plantation Circle	Planter's Walk
Donna		Sugg		Michael S. Sugg	43050	1806 Plantation Circle	Planter's Walk
Michael	S.	Sugg		Donna Sugg	43050	1806 Plantation Circle	Planter's Walk
James	P.	Huza		Sharron Boisclair Huza	43051	1804 Plantation Circle	Planter's Walk
Sharron	Boisclair	Huza		James P. Huza	43051	1804 Plantation Circle	Planter's Walk
Lydia		Best		Dennis T. Best	43052	1802 Plantation Circle	Planter's Walk

First Name	Middle Name	Last Name	Suffix	Spouse/Partner/Landlord	Parcel #	Home Street	Subdivision
Betty	M.	Wall		Charles T. Wall	43053	1800 Plantation Circle	Planter's Walk
Charles	T.	Wall		Betty M. Wall	43053	1800 Plantation Circle	Planter's Walk
John	T	Reisch		Michelle Reisch	43054	1801 Plantation Circle	Planter's Walk
Michele		Reisch		John Reisch	43054	1801 Plantation Circle	Planter's Walk
Tyree		Walker	Trustee	Tyree Walker Revocable Living Trust	43055	1803 Plantation Circle	Planter's Walk
Donna		Jacobs		William R. Jacobs	43056	1805 Plantation Circle	Planter's Walk
William	R.	Jacobs		Donna Jacobs	43056	1805 Plantation Circle	Planter's Walk
Carrie	K.	Thomas			43058	2007 Crooked Creek Road	Planter's Walk
Mark	J.	Holder		Catherine M. Holder	43059	1806 Old Mill Court	Planter's Walk
Catherine	M.	Holder		Mark J. Holder	43059	1806 Old Mill Court	Planter's Walk
Thomas	R.	Feller	Jr.	Melissa J. Feller	43061	1802 Old Mill Court	Planter's Walk
Melissa	J.	Feller		Thomas R. Feller Jr.	43061	1802 Old Mill Court	Planter's Walk
Thomas		Huener		Kathryn Verbanac	43062	1800 Old Mill Court	Planter's Walk
Katherine		Verbanac		Thomas Huener	43062	1800 Old Mill Court	Planter's Walk
Kathleen	M.	Sheppard		David J. Sheppard	43064	1803 Old Mill Court	Planter's Walk
David	J.	Sheppard		Kathleen M. Sheppard	43064	1803 Old Mill Court	Planter's Walk
Scott		Lecce		Jeanne L. Leblanc-Lecce	43065	1805 Old Mill Court	Planter's Walk
Jeanne	L. Leblanc	Lecce		Scott Lecce	43065	1805 Old Mill Court	Planter's Walk
Mark	Gregory	Angolia		Patricia Burton Angolia	43066	2103 Crooked Creek Road	Planter's Walk
Patricia	Burton	Angolia		Mark Gregory Angolia	43066	2103 Crooked Creek Road	Planter's Walk
Jody	L.	Mayo		Gary W. Mayo	43067	2201 Crooked Creek Road	Planter's Walk
Gary	W.	Mayo		Jody L. Mayo	43067	2201 Crooked Creek Road	Planter's Walk
Jodi	J.	Farrington			43069	3203 Old Oak Walk	Planter's Walk
Marybeth		Nagle			43070	3205 Old Oak Walk	Planter's Walk
P.	Bryan	Rogers		Deborah J. Caton Rogers	43071	3207 Old Oak Walk	Planter's Walk
Deborah	J. Caton	Rogers		P. Bryan Rogers	43071	3207 Old Oak Walk	Planter's Walk
Kenneth	William	Ivey		Jeffrey Patrick Lanunziata II	43073	3211 Old Oak Walk	Planter's Walk
Jeffrey	Patrick	Lanunziata	II	Kennethh William Ivey	43073	3211 Old Oak Walk	Planter's Walk
Kevin		Schmidt		Susan Schmidt	43074	3213 Old Oak Walk	Planter's Walk
Susan		Schmidt		Kevin Schmidt	43074	3213 Old Oak Walk	Planter's Walk
Michael	A.	Cavanagh		Mary V. Cavanagh	43075	3215 Old Oak Walk	Planter's Walk
Mary	V.	Cavanagh		Michael A. Cavanagh	43075	3215 Old Oak Walk	Planter's Walk
Baoju		Li		Sumei Yue Li	43076	3217 Old Oak Walk	Planter's Walk
Ronald		Kaleta		Mary Kaleta	43080	3216 Old Oak Walk	Planter's Walk
Mary		Kaleta		Ronald Kaleta	43080	3216 Old Oak Walk	Planter's Walk
Van Dyke		Hatch		Kelly Hatch	43082	3212 Old Oak Walk	Planter's Walk
Kelly		Hatch		Van Dyke Hatch	43082	3212 Old Oak Walk	Planter's Walk
Hubert	Ronald	Garris		Pamela R. Garris	43083	3210 Old Oak Walk	Planter's Walk
Pamela	R.	Garris		Hubert Ronald Garris	43083	3210 Old Oak Walk	Planter's Walk
Courtney		Doughtie		Thomas W. Doughtie	43084	3208 Old Oak Walk	Planter's Walk
Terry	A.	Wallace		Lyvone L. Wallace	43087	3202 Old Oak Walk	Planter's Walk
Lyvone	L.	Wallace		Terry A. Wallace	43087	3202 Old Oak Walk	Planter's Walk
Sharon	A.	Halsey		Brett Halsey	43089	2102 Crooked Creek Road	Planter's Walk

First Name	Middle Name	Last Name	Suffix	Spouse/Partner/Landlord	Parcel #	Home Street	Subdivision
Brett	M.	Halsey		Sharon A. Halsey	43089	2102 Crooked Creek Road	Planter's Walk
Lorraine	Cox	Brewer	Trustee	FBO ACS Family Trust	43091	2014 Crooked Creek Road	Planter's Walk
Nancy	H.	Gregory			43092	2102 Crooked Creek Road	Planter's Walk
Barrett	R.	Garner		Catherine Garner	43094	2008 Crooked Creek Road	Planter's Walk
Alex		Torres		Joni K. Young Torres	43095	2006 Crooked Creek Drive	Planter's Walk
Joni	K. Young	Torres		Alex Torres	43095	2006 Crooked Creek Road	Planter's Walk
Joni	K. Young	Torres		Alex Torres	43096	2004 Crooked Creek Road	Planter's Walk
Alex		Torres		Joni Torres	43096	2004 Crooked Creek Road	Planter's Walk
Chester	W.	Jarman		Robin Jarman	43110	1800 Crooked Creek Road	Planter's Walk
Corey	Lee	Croegaert			43111	1801 Crooked Creek Road	Planter's Walk
Frank	P.	Fairley		Hazel M. Fairley	43112	1803 Crooked Creek Road	Planter's Walk
Anne	E.	Dickerson		Richard W. Dickerson	43119	1806 Planter's Walk	Planter's Walk
Richard	W.	Dickerson			43119	1806 Planter's Walk	Planter's Walk
Charles	D.	Kemble		Catherine C. Kemble	43121	1802 Planter's Walk	Planter's Walk
Katherine	C.	Kemble		Charles D. Kemble	43121	1802 Planter's Walk	Planter's Walk
87 Signatories to Petition				**55 of 98 Households Signed Petition in Opposition to Text Amendment = 56%**			
Submitted Public Input in Opposition to Text Amendment:							
Patricia		Anderson			43027	2902 Hunter's Run	Planter's Walk
Sandra		Lindelof			43045	1805 Pheasant Run	Planter's Walk
2 Took Other Actions in Opposition to Text Amendment:				**57 of 98 Households in Opposition to Text Amendment = 59%**			
QUAIL RIDGE:							
Signatories to Petition of May 14, 2020:							
Amzie		Hoffner		Marsha N. Brooks Hoffner	36957	1828-A Quail Ridge Road	Quail Ridge
Marsha	N. Brooks	Hoffner		Amzie Hoffner	36957	1828-A Quail Ridge Road	Quail Ridge
Corey	B.	Skinner			36958	1827-B Quail Ridge Road	Quail Ridge
Marlene		Andrews		Linda C. Leighty, Trustee LCL Living Trust	36963	1828-D Quail Ridge Road	Quail Ridge
Marsha	T.	Williams			36967	1828-F Quail Ridge Road	Quail Ridge
Jean	H.	Cox			36970	1849-A Quail Ridge Road	Quail Ridge
Judith	Ann	Butts		Gary Lee Butts	36971	1853-M Quail Ridge Road	Quail Ridge
Gary	Lee	Butts		Judith Ann Butts	36971	1853-M Quail Ridge Road	Quail Ridge
Gloria	W.	Rose		Hayward E. Rose	37015	1829-I Quail Ridge Road	Quail Ridge
Rocky		Russell		Rocky Russel Builders, Inc.	37017	1829-K Quail Ridge Road	Quail Ridge
Willard	G.	Pollard		Willard G. Pollard	38201	1866-I Quail Ridge Road	Quail Ridge
Lisa	A.	James			38204	1866-L Quail Ridge Road	Quail Ridge
Joyce		Brantley		Thomas F. & Joyce H. Brantley	38366	1868-F Quail Ridge Road	Quail Ridge
Keith		Brantley		Thomas F. & Joyce H. Brantley	38366	1868-F Quail Ridge Road	Quail Ridge
Cheryl	D.	Williams			38966	1861-D Quail Ridge Road	Quail Ridge
Willard	G.	Pollard		Willard G. Pollard	38970	1873-H Quail Ridge Road	Quail Ridge

First Name	Middle Name	Last Name	Suffix	Spouse/Partner/Landlord	Parcel #	Home Street	Subdivision
Carol	L. Metzger	Haven		Andrew Haven	38974	1873-L Quail Ridge Road	Quail Ridge
Andrew		Haven		Carol L. Metzger Haven	38974	1873-L Quail Ridge Road	Quail Ridge
Nancy	G.	Zipf		NGZ Rentals, LLC	39310	1875-O Quail Ridge Road	Quail Ridge
Vincent		Falvo		Jeanne Falvo	39312	1875-Q Quail Ridge Road	Quail Ridge
Keith	A.	Hillman		Karen A. Hillman	39313	1875-R Quail Ridge Road	Quail Ridge
Karen	A.	Hillman		Keith A. Hillman	39313	1875-R Quail Ridge Road	Quail Ridge
Fran		McKinney		Statha Jackson McKinney	39677	1918-N Quail Ridge Road	Quail Ridge
Jane	Taylor	Moore			39680	1874-D Quail Ridge Road	Quail Ridge
Maude	C.	Bishop			39681	1874-E Quail Ridge Road	Quail Ridge
Nancy	G.	Zipf		NGZ Rentals, LLC	39887	1870-P Quail Ridge Road	Quail Ridge
Frances		Garrett		Janice & Peggy Bentley	40049	1872-K Quail Ridge Road	Quail Ridge
Jennifer	M. Boyd	Garris			40417	1912-B Quail Ridge Road	Quail Ridge
Virginia	Ann G.	Joyner		Robert N. Joyner	40420	1910-E Quail Ridge Road	Quail Ridge
Robert	N.	Joyner		Virginia Ann G. Joyner	40420	1910-E Quail Ridge Road	Quail Ridge
Jimmy	S.	Creech			40421	1910-F Quail Ridge Road	Quail Ridge
Pamela	M.	Nunn			40580	1918-Q Quail Ridge Road	Quail Ridge
Isabelle		Wicker		Helken M. Johnson	40591	1929-B Quail Ridge Road	Quail Ridge
William	Davis	Wooten			40593	1929-D Quail Ridge Road	Quail Ridge
Cyndra	Holland	Gasperini			40596	1922-A Quail Ridge Road	Quail Ridge
Sharon	E.	Collins		NGZ Rentals, LLC	40598	1922-C Quail Ridge Road	Quail Ridge
Nancy	G.	Zipf		NGZ Rentals, LLC	40598	1922-C Quail Ridge Road	Quail Ridge
Marie	S.	Morton			40599	1922 D Quail Ridge Road	Quail Ridge
Debi		Pierson		Donald & Marie Hinton	40600	1922-E Quail Ridge Road	Quail Ridge
Steven	Carlton	Holland			40602	1920-M Quail Ridge Road	Quail Ridge
Robin		Dailey		Dailey Holdings Enterprises, LLC	40607	1920-H Quail Ridge Road	Quail Ridge
Nicole	M.	Brown		David M. Brown Jr.	41731	1953-A Quail Ridge Road	Quail Ridge
David	M.	Brown	Jr.	Nicole M. Brown	41731	1953-A Quail Ridge Road	Quail Ridge
Gena	C.	Buck			41732	1968-A Quail Ridge Road	Quail Ridge
Gladys	D.	Howell			42501	1953-E Quail Ridge Road	Quail Ridge
Benny		Watts		Debra L. Watts	42504	1963-A Quail Ridge Road	Quail Ridge
Nicole		Hawk		Matthew P. & Alicia S. Hawk	42505	1963-B Quail Ridge Road	Quail Ridge
Doris	Mae	Meyer			42506	1963-C Quail Ridge Road	Quail Ridge
Hilda	Southerland	Bradshaw			42507	1963-D Quail Ridge Road	Quail Ridge
Deborah	Whitley	Evans		Gary Robert Evans	42508	1965-E Quail Ridge Road	Quail Ridge
Pam		Schodt		Flying Dutchman Properties, LLC	42509	1965-F Quail Ridge Road	Quail Ridge
Charlene	C.	Boyd			42510	1965-G Quail Ridge Road	Quail Ridge
Laureen	A.	Tedesco			42511	1965-H Quail Ridge Road	Quail Ridge
Jerome	J.	Priemer		Brenda M. Priemer	42512	1965-I Quail Ridge Road	Quail Ridge
D.		N.		Frank L. & Dorothy S. Wingo	42513	1965-J Quail Ridge Road	Quail Ridge
Mary	V.	Tetterton		Phillip W. Tetterton	42514	1965-K Quail Ridge Road	Quail Ridge
Janet	L.	Hofstetter			42515	1983-A Quail Ridge Road	Quail Ridge
Shelby		Bailey		Shelby Jones Bailey Life Estate	42517	1983-C Quail Ridge Road	Quail Ridge
C.		N.		Judy R. McLawhorn	42518	1983-D Quail Ridge Road	Quail Ridge

First Name	Middle Name	Last Name	Suffix	Spouse/Partner/Landlord	Parcel #	Home Street	Subdivision
Ann	Wicker	Harrison	Trustee	Benjamin Harrison Living Trust	42522	1985-H Quail Ridge Road	Quail Ridge
Travis		Craney		Nathaniel D. & Rosario Herrera Bryan	42523	1985-I Quail Ridge Road	Quail Ridge
Katherine	Louise	Swank			42526	1985-L Quail Ridge Road	Quail Ridge
Sue	F.	Williams			42527	1985-M Quail Ridge Road	Quail Ridge
Betty	C.	Dempsey			42528	1985-N Quail Ridge Road	Quail Ridge
Nancy	G.	Zipf		NGZ Properties, LLC	43718	1968-B Quail Ridge Road	Quail Ridge
Nancy	G.	Zipf		NGZ Rentals, LLC	43719	1968-C Quail Ridge Road	Quail Ridge
Randy		Collier		Gregory A. & Karen G. Gagnon	43720	1968-D Quail Ridge Road	Quail Ridge
Deborah	D.	Broyles			43721	1968-E Quail Ridge Road	Quail Ridge
Trudy		McGlohon			43722	1968-F Quail Ridge Road	Quail Ridge
Jerry	Lee	Hinzman		Susan Emmons Hinzman	43723	2005-A Quail Ridge Road	Quail Ridge
William	N.	Still	Jr.		43724	2005-B Quail Ridge Road	Quail Ridge
Todd		Korbusieski		Wendy Lynn Korbusieski	43726	2005-D Quail Ridge Road	Quail Ridge
Wendy	Lynn	Korbusieski		Todd Korbusieski	43726	2005-D Quail Ridge Road	Quail Ridge
Anthony	J.	Roberts	Jr.	Marilyn A. Roberts	43729	2005-G Quail Ridge Road	Quail Ridge
Marilyn	A.	Roberts		Anthony J. Roberts, Jr.	43729	2005-G Quail Ridge Road	Quail Ridge
Louise	H.	McNamee			43733	2007-K Quail Ridge Road	Quail Ridge
Rocky		Russell		RDKK Development, LLC	43734	2007-L Quail Ridge Road	Quail Ridge
Nancy	G.	Zipf		NGZ Rentals, LLC	43735	2007-M Quail Ridge Road	Quail Ridge
Esther	B.	Smith			43736	2007-N Quail Ridge Road	Quail Ridge
Nancy	R.	McGowan			43737	2007-O Quail Ridge Road	Quail Ridge
Sherry		Quinn			43739	2007-Q Quail Ridge Road	Quail Ridge
Lavonne	P.	Staley			43740	2007-R Quail Ridge Road	Quail Ridge
Melodie	A.	Grimes		Glenwood Preston Johnson, Jr.	44964	2010-A Quail Ridge Road	Quail Ridge
A.	W.	Grimes		Glenwood Preston Johnson, Jr.	44964	2010-A Quail Ridge Road	Quail Ridge
Robert	P.	Aiken	III		44966	2010-C Quail Ridge Road	Quail Ridge
Celia	E.	Scott			44968	2010-E Quail Ridge Road	Quail Ridge
Esther	Stallings	Scott			44969	2010-F Quail Ridge Road	Quail Ridge
John	A.	Bassos		Gloria Bassos	44970	2015-A Quail Ridge Road	Quail Ridge
X.		Meyers		Tag Development East, LLC	44973	2015-D Quail Ridge Road	Quail Ridge
Margaret		Powers			44974	2015-E Quail Ridge Road	Quail Ridge
Jane	K.	Bennett			44975	2015-F Quail Ridge Road	Quail Ridge
Sarah	W.	Winbourne			44976	2015-G Quail Ridge Road	Quail Ridge
Sarah		Anderson		Wolcott Holdings LLC	44978	2041-A Quail Ridge Road	Quail Ridge
Kathleen	L.	Harvey			44979	2043-A Quail Ridge Road	Quail Ridge
Kimberley	B.	Hinnant			46189	2041-C Quail Ridge Road	Quail Ridge
Nancy	G.	Zipf		NGZ Rentals, LLC	46190	2041-D Quail Ridge Road	Quail Ridge
William		Gibbs		Alice Gibbs Memorial LLC of NC	46191	2041 Quail Ridge Road	Quail Ridge
Louanne	M.	Culver			46192	2041-F Quail Ridge Road	Quail Ridge
Deborah		Lilley			47778	2043-B Quail Ridge Road	Quail Ridge
William	H.	Reeves		Cleere G. Cherry	47780	2043-D Quail Ridge Road	Quail Ridge
Anne	J.	Miller			48047	2060-A Quail Ridge Road	Quail Ridge
Jack		B.		Fanny Merle Moore Hood	48048	2060-B Quail Ridge Road	Quail Ridge

First Name	Middle Name	Last Name	Suffix	Spouse/Partner/Landlord	Parcel #	Home Street	Subdivision
Mary	E.	Diaz-Cabo			48051	2060-E Quail Ridge Road	Quail Ridge
Sandra	T.	Houston		Lawrence P. Houston Jr.	48052	2060-F Quail Ridge Road	Quail Ridge
Jean	F.	Pezzula			48611	2072-C Quail Ridge Road	Quail Ridge
John	H. P.	Williams		Diana W. Williams	48613	2072-E Quail Ridge Road	Quail Ridge
Diana	W.	Williams		John H. P. Williams	48613	2072 Quail Ridge Road	Quail Ridge
Charles	F.	Ogletree		Mary E. Ogletree	48615	2072-G Quail Ridge Road	Quail Ridge
Nannette	S.	Creech			49346	2069-C Quail Ridge Road	Quail Ridge
Nancy	G.	Zipf		NGZ Rentals	49347	2069-D Quail Ridge Road	Quail Ridge
Nancy	G.	Zipf		NGZ Rentals, LLC	49348	2069-E Quail Ridge Road	Quail Ridge
James	O.	Ensor			49350	2069-G Quail Ridge Road	Quail Ridge
Rose	Perez	Stanfield		Norma Stanfield Myers	49353	2081-C Quail Ridge Road	Quail Ridge
Norma	Stanfield	Myers		Rose Perez Stanfield	49353	2081-C Quail Ridge Road	Quail Ridge
106 Signatories to Petition				**100 of 256 Households Signed Petition in Opposition to Text Amendment = 39%**			

OTHER SUB-DIVISIONS:

Signatories to Petition of May 14, 2020:

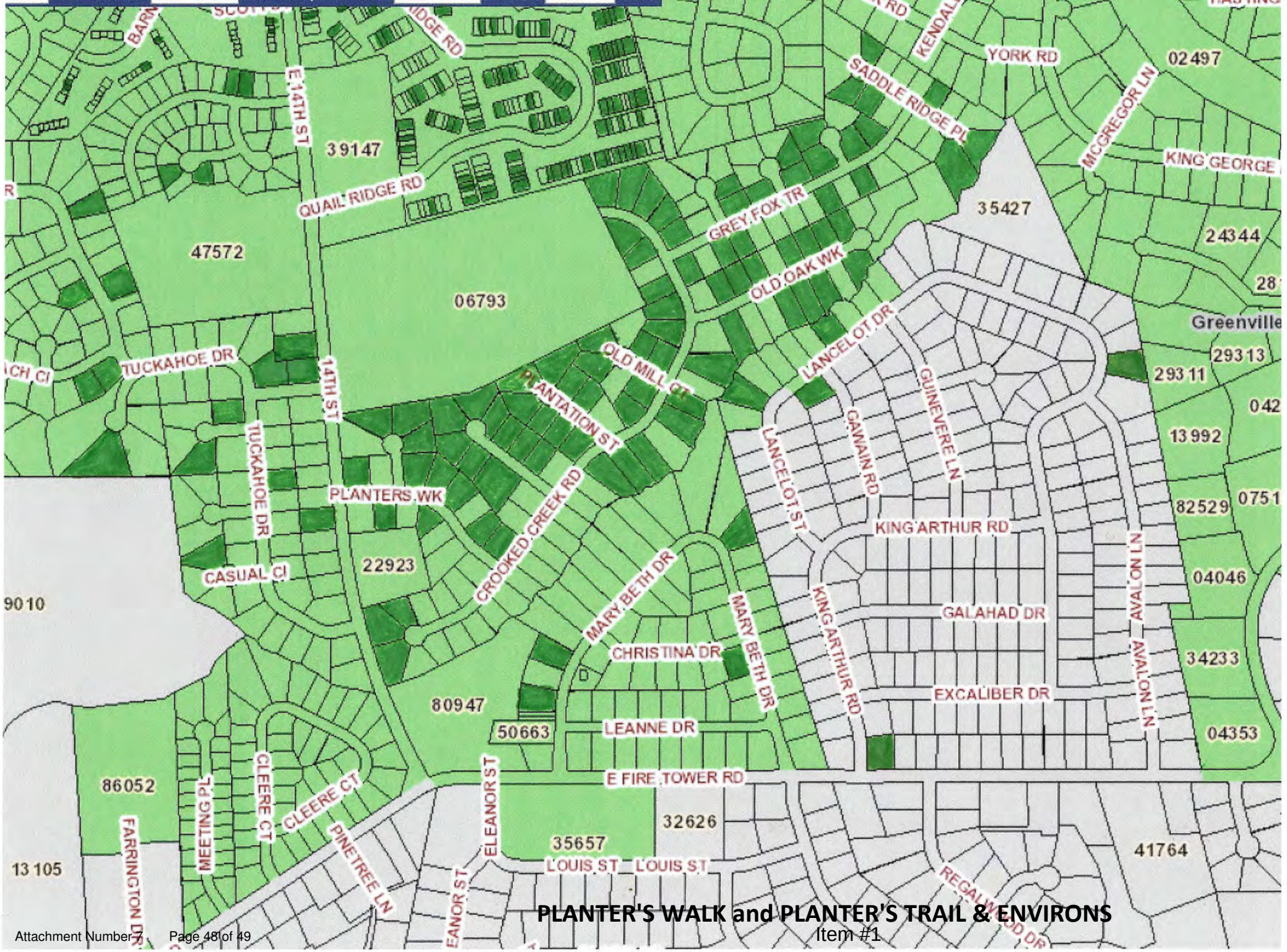
Cheryl	Hofmeister	Gentile			2574	410 Oxford Road	Brook Valley
Luba		Eribo			31859	402 Lancelot Drive	Camelot
Janice	L.	Fisher		Robert P. Fisher	36574	706 Lancelot Drive	Camelot
Robert	P.	Fisher		Janice L. Fisher	36574	706 Lancelot Drive	Camelot
Clayton	Walker	Davis		Stefanie Christine Davis	36579	604 Lancelot Drive	Camelot
Stefanie	Christine	Walker		Clayton Walker Davis	36579	604 Lancelot Drive	Camelot
Svetoslav		Lalov		Velislava Karaivanova Lolov	36590	701 Lancelot Drive	Camelot
Velislava	Karaivanova	Lolov		Svetoslav Lalov	36590	701 Lancelot Drive	Camelot
Brent	W.	Reed		Joanne M. Reed	37031	100 King Arthur Road	Camelot
Joanne	M.	Reed		Brent W. Reed	37031	100 King Arthur Road	Camelot
Carl	E.	Haisch		Luella J. Haisch	50664	203 Marybeth Drive	Cherry Oaks North
Luella	J.	Haisch		Carl E. Haisch	50664	203 Mary Beth Drive	Cherry Oaks North
Kim	W.	Higdon		David E. Higdon	50666	207 Mary Beth Drive	Cherry Oaks North
David	E.	Higdon		Kim W. Higdon	50666	207 Marybeth Drive	Cherry Oaks North
Barry	Michael	Willis		Kimberly W. Willis	52111	317 Mary Beth Drive	Cherry Oaks North
Kimberly	W.	Willis		Barry Michael Willis	52111	317 Mary Beth Drive	Cherry Oaks North
Michelle	J.	Hairston		Charles M. Hairston	52132	400 Mary Beth Drive	Cherry Oaks North
Charles	M.	Hairston		Michelle J. Hairston	52132	400 Mary Beth Drive	Cherry Oaks North
Margaret	Petteway	Myers		Baxter Jalang Myers, Jr.	71556	4113 Parmer Place	Parmer Place
Baxter	Jalang	Myers	Jr.	Margaret Petteway Myers	71556	4113 Parmer Place	Parmer Place
Marilee	J. Bienes	Cox			44681	1795 Scarborough Road	Scarborough
Theresa		Holley			44682	1699 Scarborough Road	Scarborough
Jo	Ellen Tyson	Kelly			44697	1690 Cumberland Place	Scarborough
Lautte		Johnston		David P. Ryhanych	44699	1694 Cumberland Place	Scarborough

First Name	Middle Name	Last Name	Suffix	Spouse/Partner/Landlord	Parcel #	Home Street	Subdivision
Janelle		Vanhorne		Norman R. Vanhorne	775	2852 E. 14th Street	Tuckahoe
Valeria	Mossey	Hoffman		Donald Richard Hoffman	2119	109 Wellcome Drive	Tuckahoe
Donald	Richard	Hoffman		Valeria Mossey Hoffman	2119	109 Wellcome Drive	Tuckahoe
Shirley	C.	Price			15970	3008 E Fourteenth Street	Tuckahoe
Elsie	C.	Alligood			16846	207 Tuckahoe Drive	Tuckahoe
Sandra		Killiams		Elsie C. Alligood	16846	207 Tuckahoe Drive	Tuckahoe
Sara	J.	Harris			16850	111 Wellcome Drive	Tuckahoe
Nancy	Leggett	Frazier		Joe Frazier	27494	200 Tuckahoe Drive	Tuckahoe
Margaret	H.	Burnett		William R. Burnett	28448	206 Cheryl Circle	Tuckahoe
Mary	H.	Nau		Harold F. Nau	28452	102 Casual Court	Tuckahoe
Michael	L.	Aldridge		Susan L. Aldridge	45061	92 Tuckahoe Drive	Tuckahoe
Carolyn	N.	Schnier		Carl A. Schnier	45110	1713 Woodwind Drive	Tucker
Carl	A.	Schnier		Carolyn N. Schnier	45110	1713 Woodwind Drive	Tucker
John	P.	Given	III	Patricia M. Dragon	45553	1709 Paramore Drive	Tucker
Patricia	M.	Dragon		John P. Given III	45553	1709 Paramore Drive	Tucker
Susanne	N.	Goldman		Kenneth E. Goldman	50736	2506 Surrey Lane	Tucker
Kenneth	E.	Goldman		Susanne N. Goldman	50736	2506 Surrey Lane	Tucker
Katherine	W.	Hardee			60727	1805 Woodwind Drive	Tucker
Stephen	A.	Anthony		Kimberly J. Anthony	60734	3800 Bach Circle	Tucker
Joseph	S.	Taub		Elaine W. Taub	60746	4002 Bach Circle	Tucker
Elaine	W.	Taub		Joseph S, Taub	60746	4002 Bach Circle	Tucker
Lisa	L.	Jones		Elvin R. Jones, Jr.	60747	4004 Bach Circle	Tucker
Elvin	R.	Jones	Jr.	Lisa L. Jones	60747	4004 Bach Circle	Tucker
Michael	M.	Hayes		Ruby W. Hayes	60749	1802 Woodwind Drive	Tucker
Jai	Hwan	Lee		Mi Sook Hur	60757	3903 Bach Circle	Tucker
Sylvia	Taylor	Harrison			31331	4 Scott Street	Windy Ridge
Lillian	H.	Powell			31345	18 Scott Street	Windy Ridge
Jacklon	B.	Streeter			31347	20 Scott Street	Windy Ridge
Stephen	A.	Natale			32324	40 Barnes Street	Windy Ridge
Lynn	H.	Whitehead			32344	60 Barnes Street	Windy Ridge
Susan	C.	Keller			32345	61 Barnes Street	Windy Ridge
Dorothea	S.	Handron			32346	62 Barnes Street	Windy Ridge
Sharon	Havermann	Schlichting			32352	68 Barnes Street	Windy Ridge
Cynthia	Joan	D'Amore			33201	76 Barnes Street	Windy Ridge
Bette	Rutherford	Ferguson			33205	80 Barnes Street	Windy Ridge
Michele	Marie	Midyette		Holland Bell Midyette III	33222	97 Barnes Street	Windy Ridge
Holland	Bell	Midyette	III	Michelle Marie Midyette	33222	97 Barnes Street	Windy Ridge
Gina	Irene	Betcher			33223	98 Barnes Street	Windy Ridge
62 Signatories to Petition				**45 Households Signed Petition in Opposition to Text Amendment**			
Submitted Public Input in Opposition to Text Amendment:							
Sharon	E.	Stang		Richard E. Stang	24516	203 Crestline Boulevard	Belvedere
Annie	Joyce Newton	Williams			28158	105 Lancaster Drive	Cambridge

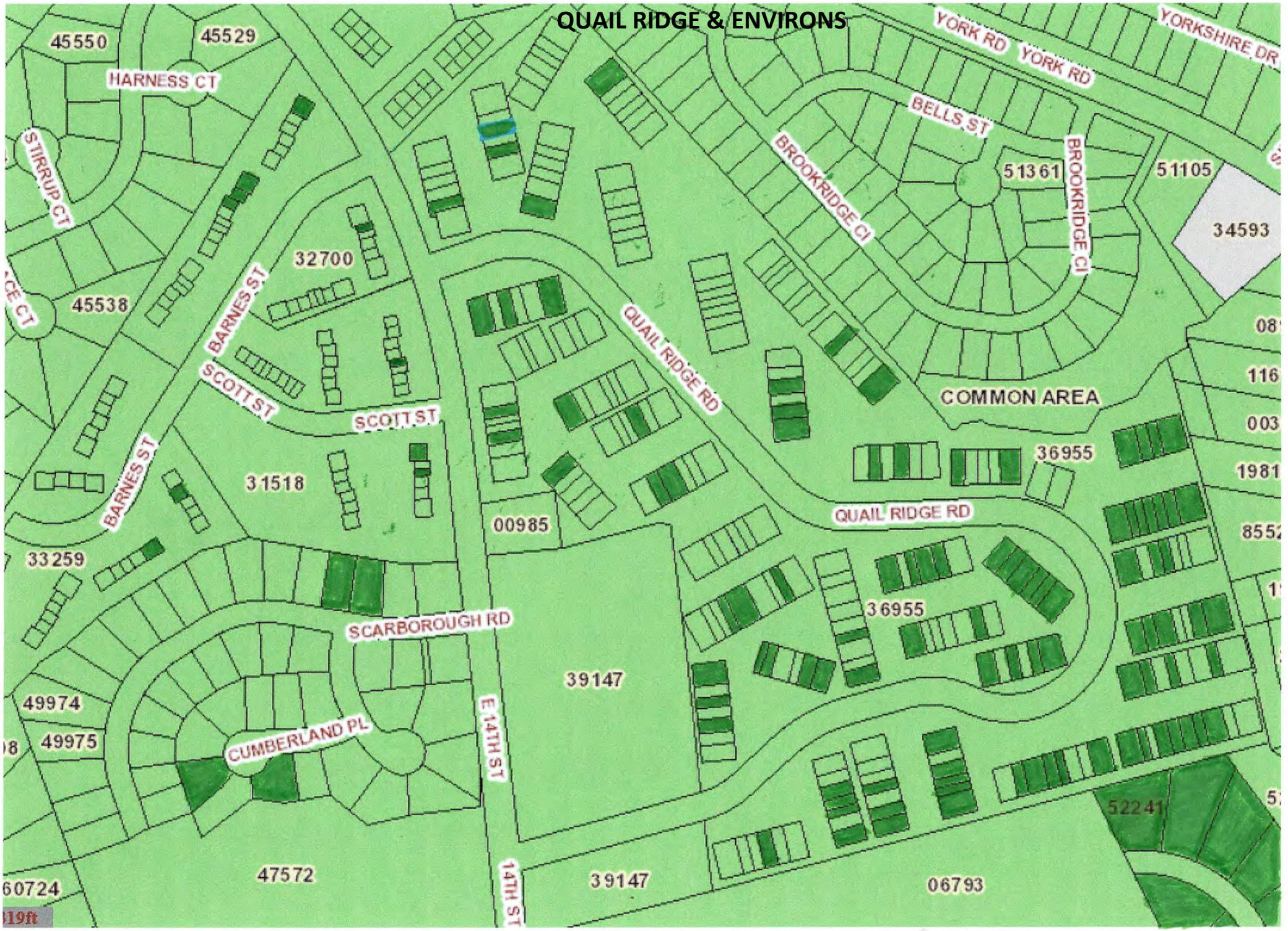
First Name	Middle Name	Last Name	Suffix	Spouse/Partner/Landlord	Parcel #	Home Street	Subdivision
Ann	Sherwood	Hamze			20729	103 College Court Drive	College Court Coghill
Laurie	A.	Runyan		Timothy J. Runyan	31015	101 Wesley Road	Lynndale
Brenda		Diggs		Donell Diggs	49282	4110 Treetops Circle	Treetops
5 Took Other Actions in Opposition to Text Amendment				**50 Households in Opposition to Text Amendment**			

SUMMARY:

294 Signatories on Petition in Opposition to Text Amendment	225 Households in Oppostition to Text Amendment Signed Petition
10 Took Other Actions in Opposition to Text Amendment	10 Households in Opposition to Text Amendment Took Other Action.
304 Signatories in Opposition as at August 8, 2020	**235 Households in Opposition as at August 8, 2020**



PLANTER'S WALK and PLANTER'S TRAIL & ENVIRONS


QUAIL RIDGE & ENVIRONS
45550
45529
HARNESS CT
STIRRUP CT
45538
32700
BARNES ST
SCOTT ST
SCOTT ST
BARNES ST
31518
33259
00985
QUAIL RIDGE RD
YORK RD
YORK RD
YORKSHIRE DR
BELLS ST
BROOKRIDGE CI
BROOKRIDGE CI
51361
51105
34593
COMMON AREA
36955
QUAIL RIDGE RD
36955
SCARBOROUGH RD
39147
49974
49975
CUMBERLAND PL
E 14TH ST
52241
47572
14TH ST
39147
06793
60724
19ft

August 14, 2020

Planning and Zoning Input to the JP2 Text Amendment

Our homeowners are protected by terms and conditions of the Special Use Permit (SUP) that JP2's owner agreed to when he asked for permission to build his athletic fields next to our homes. In May, the school's owner requested a text amendment that would remove his obligations to uphold key protective SUP terms he agreed to. (The City Planning Division recommended the request and actually was the submitter of the request.) As such, our neighborhoods opposed the text amendment, to preserve our SUP legal protections. At the P&Z hearing the Commissioners told the owner he should work with the homeowners to resolve his differences and come back after he has done that.

Based on input I have received from some of the neighborhood team members, my impression is that when the "team" met with the owner, he took the position which I believe can fairly be summed up as follows:

"You have an SUP that protects you from being abused by me. I want to invalidate it with my text amendment that removes your protections from me. So, my offer is that your SUP is off the table for any discussion, but I am willing to negotiate with you on the terms of my text amendment that I wrote with highly favorable terms to me; or, alternatively, I will not talk with you at all, because I am confident I already have the votes'".

That's my interpretation from the feedback I received, and the results of the "negotiations" do seem to bear this interpretation out. Cases in point:

1. My SUP provided three different light clauses that protect me against the owner's light encroachment and nuisances from the effects of his lights. The owner's text amendment removes all of those protections. The owner refused to work with our negotiators to respect our SUP protections, so the text amendment you will vote on now will remove my protection from the owner's lights.

2. My SUP provides that no commercial parking lots or driveways will be constructed next to my property. The owner's text amendment allows parking lots and driveways to be constructed next to my property. The owner refused to work with our negotiators to respect our SUP protections, and so the text amendment you will vote on now will remove my protection from parking lots and driveways being constructed beside my back yard.

3. My SUP provides that only JP2 and St. Peters use the facility. That has a built in limiting effect on my exposure to the noise and lights, particularly on weekends and summer when school is not in session. The owner's text amendment was written to allow third party use - 7 days a week - with unreasonable hours from early morning to late evening. By writing in unreasonable hours, one can appear to be "making concessions" by cutting out a few hours. I have no doubt this will be claimed as a "concession", but in reality, you will now vote to change the limited use protection I had in the SUP to a situation that extends his usage (and our abuse) to 7 days a week, all year long. We will never get a break from kids screaming and people cheering next to our back yards. Day in and day out, all day long. Vote for this amendment if you would like this done next to your back yard.

The owner took our SUP off the table because the Planning Department inserted itself into the process as an advocate for the owner. That killed the entire negotiation process. I do not

understand why the Planning Department wanted to do this, but it effectively gave the owner all the negotiation leverage. So, we have lost all our key SUP protections as I noted above in this "negotiation". Some of our team members who were frustrated by the lack of progress finally had to send a request to the City Manager to withdraw the text amendment so we can have a fair negotiation with the owner - without him being emboldened by the Planning Department or the sense that "he has the votes" anyway. This request has the backing of 33 signatories, representing 25 households, from mostly abutting or nearby homes to the owner's complex, and one member of the neighborhood advisory board.

I've witnessed a different narrative developing from the owner's side that you will no doubt hear on Tuesday night, extolling the owner's efforts to work with the neighborhood, to resolve their issues with a one night sound and light test, and two neighborhood meetings held by the Planning Department. Thats paints a different picture, so please ask yourself, if he resolved so many of our problems, then why are 33 people signing a document that their concerns have not been met and that they do not believe that the owner has engaged in "authentic and meaningful" discussions? The Planning Department's Neighborhood meetings were essentially Q&A sessions in which our questions weren't answered satisfactorily. We've responded to many of those answers and submitted into public comments a document where the question, answer, and our response to the answer can be seen. If the objective of those sessions was to make us feel more comfortable with the text amendment, my opinion is they failed.

I can honestly say I've never been through what has felt like a more underhanded and biased process then what I have experienced with the JP2 project. Our homeowners were promised protection through an SUP to which the owner agreed in order to get sign off to build the facility, then the SUP isn't enforced, and then the Planning Department recommending you vote on new laws to kill the SUP so the owner can freely use the facility in a way that wasn't disclosed or authorized when he asked for the SUP. The right thing for the City to do is tell this owner to live up to his agreement. His "right" to these changes in his land use doesn't rise above the rights of our homeowners SUP protections. Frankly, he has no right to these changes at all. The owner was provided a solution by the BOA to co-exist with the surrounding neighborhoods and he agreed to the terms. The SUP should be maintained, in its entirety. Not only is it the ethical thing to do, it is a legal agreement, which specifically names our neighborhoods and residents as beneficiaries of the agreement, as needing the specific protections the agreement provides those residents in connection with the JP2 development. In this sense, I believe it is improper for the City to make a new law that removes those protections and exposes us to this much disruption in our lives. That is why I am asking you to end this and vote this down. The text amendment is inherently unfair to the residents who live next to this development. My opinion is it will destroy our everyday lives and our property values.

Dave Caldwell
Planter's Walk Homeowner

John Paul II Small Private School Text Amendment

There were several comments made by Rich Balot and Tom Barnett at Tuesday's meeting that I believe I need to rebut. These are comments I believe either presented an inaccurate impression of what is actually taking place, or omit important information needed to fully understand what is actually happening; or, I just simply disagree with, for what I believe are compelling reasons.

Comments by Rich Balot

About claiming that his "drone" on "sound and light night" took pictures from above that showed it was "dark" at the boundary. The use of drones, while it sounds very "high tech" and presents a dramatic view, doesn't disprove the nuisance light issues my neighbors and I have in our yards from Mr. Balot's lights. The drone pictures present a view from above to show contrast between the parts of the field receiving the beam and the edges that don't have the beam on them. They don't show a proper perspective of what is going on at our yards like the simple pictures I took with an iPhone, "horizontally", at our boundary and of my neighbor's house. My pictures show how the light really looks to me and my neighbors as we see it, standing in our yards, and viewing it coming in at us horizontally. Since Mr. Balot apparently submitted his drone pictures I need to also submit my pictures in rebuttal. **Attachment 1** shows the glare we are looking into and illumination on the house. We see this glare because the lights were placed by Mr. Balot facing our yards, so of course we see the glare, which is against the special use permit clause prohibiting such placement. The illumination can be seen on my neighbor's house from Mr. Balot's spill light crossing our boundary, violating the special use clause prohibiting any light from crossing the boundary. Both conditions are out of compliance with the special use permit clause prohibiting a nuisance situation.

About Mr. Balot's comments about the homeowner neighbors with light issues. Mr. Balot said, and I paraphrase his comments, that there was one neighbor who "he could not satisfy". That would be me, and he is right, I was not satisfied when he told me that I must "wait for my trees to grow" to block HIS light glare. What he means by "not being able to satisfy me" as I interpret it is that there is no easy or cheap fix to correct the problem he has caused for me in his lighting design, so "sound and light night" was a bust for me. The second neighbor he said he was working with are my next door neighbors, the Rabons, who have issues with the same lights as I do. Mr. Balot did visit their house on "sound and light night". After he left their house that evening, I spoke with Kim Rabon, and she was crying. She told me that Mr. Balot had told them his lights were adjusted within 'his' specification, but he would "give them some light darkening screen" for their back porch. By the way, both Mr. Balot and Mr. Barnett have both claimed this light is not a nuisance. Why would Mr. Balot need to provide light darkening screen for light that is not a nuisance? The truth is that the light on both our properties is a nuisance, and Mr. Balot has refused to properly fix the issue because the Planning Department approved his lights anyway, leaving us with a light problem on our yards.

In fact, if you take a closer look at the situation you find that Mr. Balot's lights were designed out of compliance with the Board of Adjustments standards. We obtained a copy of the school's lighting design plan from the City. It allows spill light at the boundary. But, the SUP's clause states that no part of the light cone shall cross the boundary. Why is this important? Because the text amendment for "small private schools" conveniently "fixes" Mr. Balot's out of compliance problem by allowing light across the boundary, leaving me and my neighbors with a permanent problem on our yards. So, the idea here seems to me to be that when you are a developer in Greenville, you can ignore the BOA standards, and then go to the Planning Department and receive assistance in making your own new laws to suit whatever you need, regardless of whether or not the new laws infringe on the rights of others.

Mr. Balot's comment to the effect that his lights aren't any worse on our homes than street lights, or less. There are two problems with that perspective. One is that most street lights are on the street, not in our back yards, so, normally people get to enjoy their dark back yards at night. No more for us. Second, street lights are somewhat shielded from the glare. There is nothing shielding the glare we are receiving from Mr. Balot's light. When is the last time you have seen glare from your street light as intense as the glare in Attachment 1?

Mr Balot's comment about the 300+ petitions from the surrounding neighborhoods not being significant or relevant in some way unless "people sign new petitions". What?? Why would the same people need to sign new petitions? Nothing has changed about the "latest version" of the text amendment from the first version that would cause anyone to feel differently about having the SUP cancelled out by this text amendment. There are actually no changes that have been made that are "significant concessions" on the part of Mr. Balot. The minimal hour changes that were made are not going to make anyone change their mind about signing the petition. We still have 300+ people in the surrounding neighborhoods who say they oppose this text amendment. They didn't "go away" between May and now as Mr. Balot seems to be trying to say.

Thomas Barnett

His comment about there being restrictions on use in the text amendment but no restrictions on use in the SUP. But that doesn't mean it will be less usage, or anything close, so it is really a meaningless statement. Only JP2 and St. Peters get to use the facilities in the SUP. That is automatically a highly significant use limiting factor that the text amendment doesn't have, since school is normally closed on weekends and all during summer. The text amendment's 3rd party use goes on all week and weekends and all year long. The "restrictions" still allow use during nearly all normal waking hours. JP2 and St. Peters aren't going to use the facility any less by having the text amendment, it's just going to allow way more use by adding third parties, and weekends, and summers. The hard truth before the P&Z is that the text amendment will be a usage nightmare for abutting residents, 9:30 AM to 9:30 PM Monday through Thursday, 9:30 AM to 11:00 PM Friday and Saturday, and 9:30 AM to 5 PM on Sunday. Every week of the year, screaming kids and loud cheering next to our back yards all day long, every day. Imagine this suddenly beside your house. **Predictably, it will ruin our homes.** That is an easy prediction to make with what is being proposed. Anybody listening to this spin on the text amendment being 'more restrictive' than the SUP isn't paying attention to detail. Keep the SUP and let JP2 and St. Peters use it all they can, as much as they can, and it won't come close to the usage with the text amendment. This "restriction argument" in my opinion is deceptive. This amendment should be voted down for this reason alone, it is ridiculous to expect people to put up with this abomination beside their homes all day long every day of the year, which is what this amounts to. And, it was misrepresented to us so they could obtain the special use permit to erect the facility, so it is also improper in that sense as well.

His comments about the text amendment being the "most harmonious option" and "this option doesn't leave the developer entirely happy". This is just disingenuous in my opinion. There is nothing "harmonious" about this option for the abutting homeowners. Mr. Balot gets everything he isn't entitled to, and he gets out of his SUP. We get nothing we are already entitled to by the SUP. Mr. Balot will do backflips if he gets this.

His comments about "the three options he had".

Rezoning - not acceptable to the Planning Department (staff couldn't recommend it since it did not meet published criteria).

Amended SUP - not acceptable to Mr. Balot, therefore "not an option" for staff. (??)

Text amendment – Acceptable to Mr. Balot, therefore okay with staff. (??)

How about option 4? ***Tell Mr. Balot he isn't entitled to a text amendment due to his obligations to his SUP, which was established first, and protects the homeowners!*** No? Why not? Why was this never considered an option by Mr. Barnett? Why isn't protecting already established rights of others THE VERY FIRST OPTION considered by our City's Planning Department? Mr. Barnett didn't have to recommend the text amendment. He could have explained to Mr. Balot that as the Director, he has a role and obligation to the public to act as a fiduciary to the homeowners to protect and enforce their already established rights, and allow Mr. Balot to exercise the only right he actually has, by law, to submit his own text amendment - without Mr. Barnett blessing it with a recommendation. It seems to me that "option 4" should have provided Mr. Barnett with a perfectly reasonable "option 1". The option he chose seems to me to make no sense.

In conclusion, thank you for allowing me the chance to rebut these claims that I feel are just more or less false. Once again, I respectfully request that you either vote this inappropriate law down, or at minimum, withdraw the text amendment (and the influence of the Planning Department from the process), so we can offer Mr. Balot to re-engage with us, this time in genuine discussions that include recognition of our interests as well as his own.

Sincerely,

Dave Caldwell
Planter's Walk Resident
1800 Pheasant Run
Ph./Text 252-531-1615
Email: dave.caldwell13@gmail.com

Item #1

Item #1

Item #1

Item #1

August 19, 2020

To: Planning & Zoning Commission:
Re: Proposed Text Amendment

Thank you for your thoughtful consideration of the neighborhood homeowners' concerns. The proposed text amendment is unacceptable. **I ask that you withdraw the text amendment or vote it down.**

The majority of affected property owners in the adjoining neighborhoods still support the existing Special Use Permit with the protections it affords the neighboring properties and do not support the text amendment. Please do not disregard the hundreds of petitions that were previously submitted.

Virtually all of the neighborhood concerns remain that I, and others, shared with you in 2019 and 2020 both in person and in writing. Please review those letters.

We have not had time to distribute a new petition against this current version of the text amendment – this was a large door-to-door undertaking - but if that would be helpful or necessary, we can certainly do so.

Although there have been many well-described problems experienced by homeowners as a result of the JPII athletic field, please keep in mind that school-restricted activities under the current SUP are of less concern than third party users. The school activities will be limited in number and duration due to the very nature of JPII and St. Peter's (the small number of enrolled students and number of athletic teams). Concern rises dramatically when third-party usage enters the picture.

The role of the city staff in the text amendment process has been very confusing. There is confusion as to why the neighborhood was unaware for months that a text amendment was even being pursued although multiple conversations had been taking place between Mr. Balot and city planning staff. This was NOT a motion or directive made by the commissioners (Thank you Mr. Maxwell – we ask that Ms. Gooby correct her slide). There is also confusion as to why the City planning staff is sponsoring the amendment, when it was requested by Rich Balot? Does sponsoring the amendment mean that the city planning staff is recommending the amendment? These questions have not been answered.

The city staff are seeking to meet Mr. Balot's request, but are also seeking to make a broad amendment that would apply to other potential schools – when, in fact, the **appropriate standards for JPII would be very different from appropriate standards for**

other "small private" schools due to the very nature of the existing complex - in fact, there are no other small school athletic facilities in Greenville that approach the size, lighting (intensity and height), sound system or (most importantly) **the proximity to privately owned homes.** A text amendment is not the appropriate approach to this matter.

Having three parties involved who are not communicating at the same time and have different goals is also not an approach that has been successful. The homeowners' association reps have met with Mr. Balot to try and find common ground. But many of the important consensus points that the homeowners and Mr. Ballot had verbally agreed to are missing from the text amendment, including prohibition of alcohol use and third party tournaments. At the June 30 meeting with City staff (an in-person meeting despite COVID-19), both neighborhood representatives and Mr. Rich Ballot agreed to no use of lights by third parties and no athletic events at all on Sundays. Yet these have not been included in the current text amendment. Every time we turn around there is a new version of the text amendment - and we are not notified of the changes. For example, the P&Z meeting yesterday evening is the first I have seen the version that is now under consideration.

We were out of town during the evening when the lights and sound system were tested, so were not able to evaluate glare or sound. But we are disappointed that there have been no discussions about additional light and/or sound barriers or placement of trees or connection with Mr. Balot's landscape architect to consider options for those of us immediately adjacent to the fields, even at our own cost. Although beyond the scope of this amendment, we have also been disappointed at the lack of response from Mr. Balot's engineer with options to address the flooding issues in our yard, caused by the elevation of JPII fields. Although Mr. Fagundus came to our property to evaluate the situation in June, he has not responded as he had promised with possible solutions (at our own cost) and has not responded to repeated emails.

The many reasons the neighborhood homeowners prefer the SUP have been well discussed and detailed in other submissions. Among the key protections that are missing from the current proposed text amendment: weekly and monthly restrictions to the total number of uses by third parties; monthly restrictions to 2-3 uses by third parties with light and sound (to prevent potential use every Friday and Saturday weekend); ending operations earlier than 11 pm on weekends and decibel limits well below 75.

In closing, I reiterate as many of us have in earlier letters: **there is no urgency** to consider granting third party usage. Permission and the SUP for this complex was

granted with the understanding it would be for school use only and for fewer than 200 students. We understand that Mr. Balot has a right to make the current request. But **neighboring property owners should also have rights**. Community teams are not clamoring for athletic fields or facilities. Mr. Balot proposed a rezoning last fall (which the city planners did not support) and it failed. He proposed a text amendment and it should fail. He still has an option to go back to the Board of Adjustment and request a change to the SUP.

I ask that you withdraw the text amendment or vote against it.

Thank you,

Kathryn Verbanac
1800 Old Mill Court
Planter's Walk Subdivision

City of Greenville, North Carolina

Meeting Date: 9/15/2020
Time: 6:00 PM

Title of Item: Request by CR Development, LLC. The proposed preliminary subdivision plat entitled, "Brook Hollow, Section 5", is located on the north side of Dickinson Avenue near the intersection of the same and Williams Road, and is further identified as parcel numbers 03077, 22777 and 07914. The proposed plat consists (132) lots and 71.69 acres.

Explanation: The subject property is currently vacant. It is part of the Brook Hollow Subdivision.

The purpose of this preliminary plat is to create 130 duplex lots as well as two (2) multi-family lots. The proposed plat also establishes the street pattern, utilities extensions, drainage and stormwater features that will serve the future development.

There is 6,727 linear feet of proposed streets to be built. Sidewalks will be constructed on one side of all proposed streets and a stormwater detention pond will be provided.

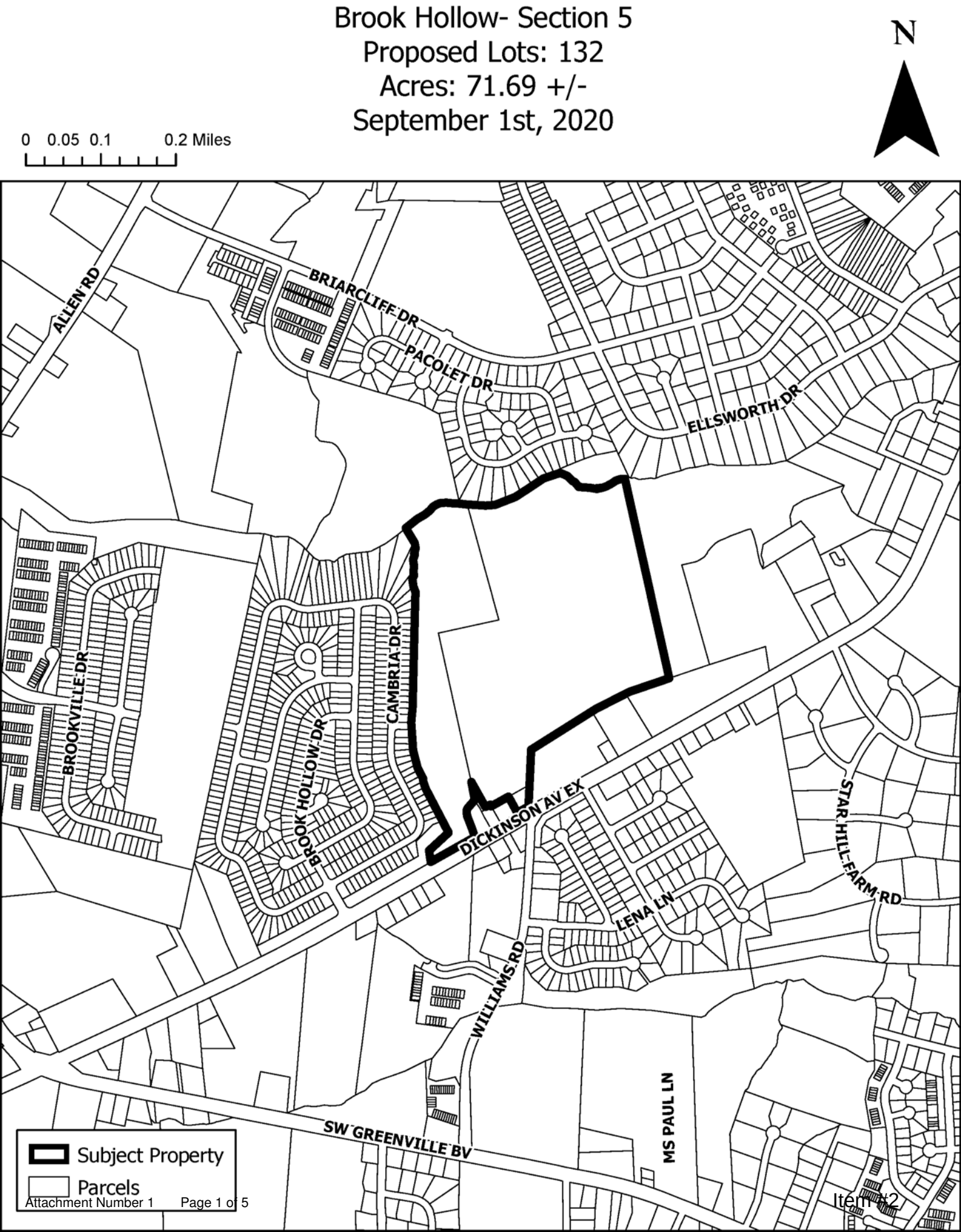
Fiscal Note: There will be no costs to the City of Greenville associated with this development.

Recommendation: The City's Subdivision Review Committee has reviewed the plat and it meets all technical requirements. Therefore, Staff recommends approval of the preliminary plat as presented.

ATTACHMENTS:

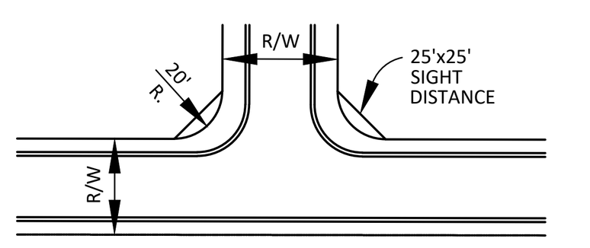
Attachments

Brook Hollow- Section 5
Proposed Lots: 132
Acres: 71.69 +/-
September 1st, 2020



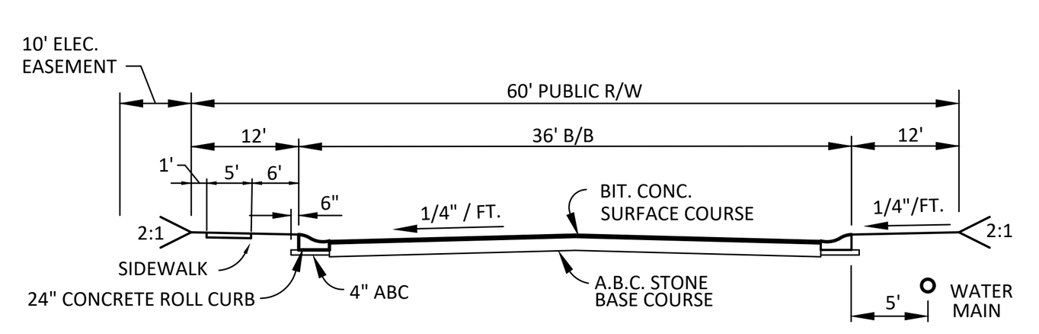
GENERAL NOTES:

1. CONSTRUCTION PLAN APPROVAL FROM GREENVILLE UTILITIES COMMISSION AND THE CITY OF GREENVILLE SHALL BE OBTAINED PRIOR TO CONSTRUCTION OF ANY STREET, WATER, AND/OR SANITARY SEWER AND STORM DRAINAGE SYSTEMS.
2. ALL REQUIRED IMPROVEMENTS SHALL CONFORM TO THE CITY OF GREENVILLE MANUAL OF STANDARD DESIGNS AND DETAILS AND THE MANUAL FOR THE DESIGN AND CONSTRUCTION OF WATER AND WASTEWATER SYSTEMS EXTENSIONS OF GREENVILLE UTILITIES COMMISSION.
3. ALL LOTS SHALL EQUAL OR EXCEED THE MINIMUM DEVELOPMENT STANDARDS OF THE CITY OF GREENVILLE ZONING ORDINANCE.
4. ELECTRIC, WATER AND SANITARY SEWER SERVICE IS PROVIDED BY GREENVILLE UTILITIES COMMISSION.
5. ELECTRIC AND TELEPHONE UTILITIES SHALL BE INSTALLED UNDERGROUND.
6. STREET LIGHTS TO BE INSTALLED BY GREENVILLE UTILITIES COMMISSION .
7. DEPRESS CURBS FOR HANDICAP RAMPS AT STREET INTERSECTIONS THAT HAVE SIDEWALKS.
8. EROSION CONTROL PLAN APPROVAL REQUIRED PRIOR TO CONSTRUCTION.
9. STORMWATER MANAGMEMENT PLAN APPROVAL REQUIRED PRIOR TO CONSTRUCTION.
10. HYDRAULIC ANALYSIS OF THE WATER MAINS ARE REQUIRED PRIOR TO CONSTRUCTION.
11. NO SEWER SERVICE SHALL BE PROVIDED FOR LOTS WITHIN THIS PROJECT UNTIL ALL MAINS AND SERVICES HAVE BEEN INSTALLED AND ACCEPTED FOR MAINTENANCE BY G.U.C.
12. ALL DITCHES WITHIN PROJECT LIMITS, WITH NO ASSOCIATED FLOODWAY, SHALL BE PIPED IF 48" OR LESS DIAMETER PIPE IS REQUIRED.
13. STORM DRAIN PIPE SIZES ARE APPROXIMATE. FINAL SIZING, GRADES, ETC. SHALL BE SUBMITTED WITH CONSTRUCTION PLANS.
14. WETLANDS ARE A VALUABLE NATURAL RESOURCE WHICH PROVIDE IMPORTANT ECOLOGICAL FUNCTIONS. WETLANDS ARE REGULATED BY THE FEDERAL GOVERNMENT UNDER SECTION 404 OF THE CLEAN WATER ACT. THIS PROPERTY HAS BEEN EVALUATED FOR AREAS THAT MAY EXHIBIT THE INDICATORS OF THE THREE MAJOR CHARACTERISTICS OF WETLANDS: HYDROPHYTIC VEGETATION, HYDRIC SOILS, AND WETLAND HYDROLOGY. WETLAND AND STREAM BUFFERS SHOWN ON THIS PLAT ARE APPROXIMATE AND REQUIRE VERIFICATION FROM THE US ARMY CORPS OF ENGINEERS AND NC DEPARTMENT OF ENVIRONMENTAL QUALITY. WETLAND DELINEATION WILL BE REQUIRED WITH SUBMITTAL OF A CONSTRUCTION PLAN.
15. NCDOT DRIVEWAY PERMIT REQUIRED FOR MAIN ENTRANCE. ALL DRIVEWAYS SERVING INDIVIDUAL LOTS WILL BE REQUIRED TO HAVE A CITY OF GREENVILLE DRIVEWAY PERMIT. REQUIRED ROADWAY IMPROVEMENTS ON DICKINSON AVENUE WILL BE DETERMINED BY CITY STAFF AND NCDOT. ROADWAY IMPROVEMENT DESIGN SHALL BE INCLUDED IN THE CONSTRUCTION DRAWINGS.
16. OPEN SPACE IS TO BE PERPETUALLY OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. THESE AREAS SHALL BE CAPABLE OF BEING USED FOR PURPOSES OF INFORMAL AND UNSTRUCTURED RECREATION AND RELAXATION OR FOR HORTICULTURE IF NOT DEVOTED TO OTHER ALLOWABLE USES.
17. THE OWNER SHALL, PURSUANT TO THE SUBDIVISION REGULATIONS, CAUSE A FINAL SUBDIVISION PLAT TO BE RECORDED IN THE PITT COUNTY REGISTER OF DEEDS WHICH CLEARLY DESCRIBES THE OPEN SPACE(S) AND CONDITIONS THEREOF, PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT(S).
18. ALL DRIVEWAYS SHALL REMAIN OUTSIDE OF DRAINAGE EASEMENT(S).
19. ALL 28' WIDE STREETS SECTIONS SHALL HAVE PARKING ALLOWED ON ONLY ONE SIDE OF STREET.
20. NO PARKING ALLOWED WITHIN CUL-DE-SACS.
21. MAIL KIOSKS / CLUSTER BOX UNITS LOCATIONS WILL BE COORDINATED WITH THE USPS AND WILL BE LOCATED ON CUL-DE-SAC LOTS WITH ADEQUATE, EASEMENTS AND ADA ACCESS. DETAILS OF THE CBU'S WILL BE PROVIDED WITH THE SUBMITTAL OF THE CONSTRUCTION PLAN.
22. STORM SEWER INFRASTRUCTURE DESIGN SHALL BE SUBMITTED AND REVIEWED BY THE CITY OF GREENVILLE DURING THE CONSTRUCTION PLAN REVIEW.
23. BOUNDARY AND TOPOGRAPHICAL SURVEY INFORMATION SHOWN HEREON WAS TAKEN FROM A SURVEY PERFORMED BY GARY S. MILLER AND ASSOCIATES, P.A. ENTITLED "BOUNDARY AND TOPOGRAPHICAL SURVEY FOR CR DEVELOPMENT, LLC" DATED APRIL 6, 2020.
24. ELEVATIONS SHOWN ARE NAVD 88 DATUM.
25. A PORTION OF THIS PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA. COMMUNITY PANEL # 3720466700K, EFFECTIVE DATE: 07-07-2014 AND COMMUNITY PANEL # 3720467700K, EFFECTIVE DATE: 07-07-2014, ZONE X AND ZONE AE.



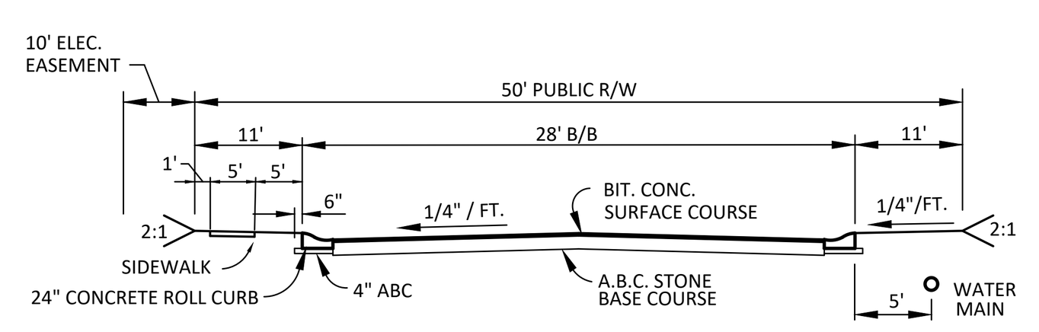
TYPICAL INTERSECTION

NO SCALE



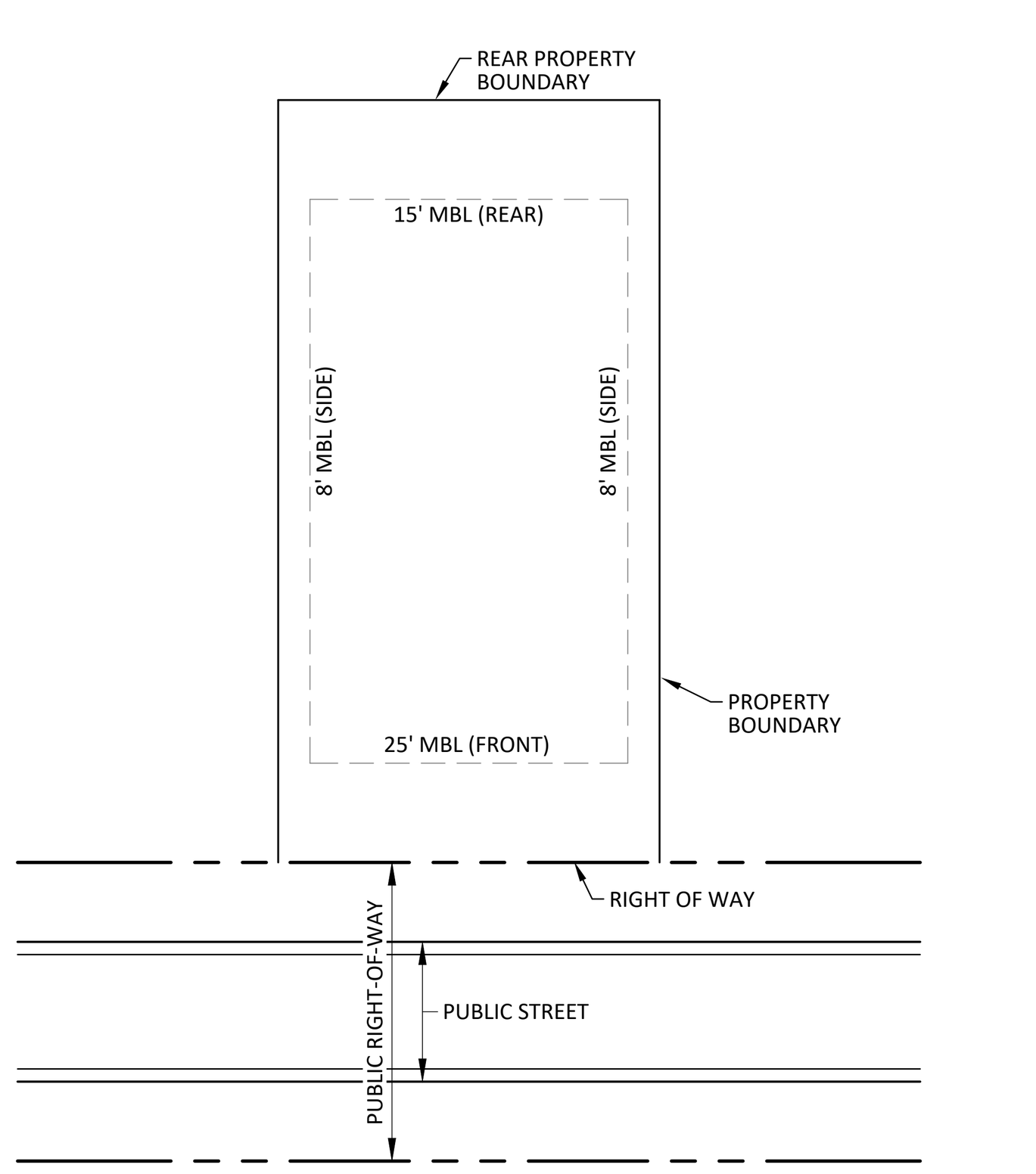
TYPICAL 36' STREET SECTION

NO SCALE



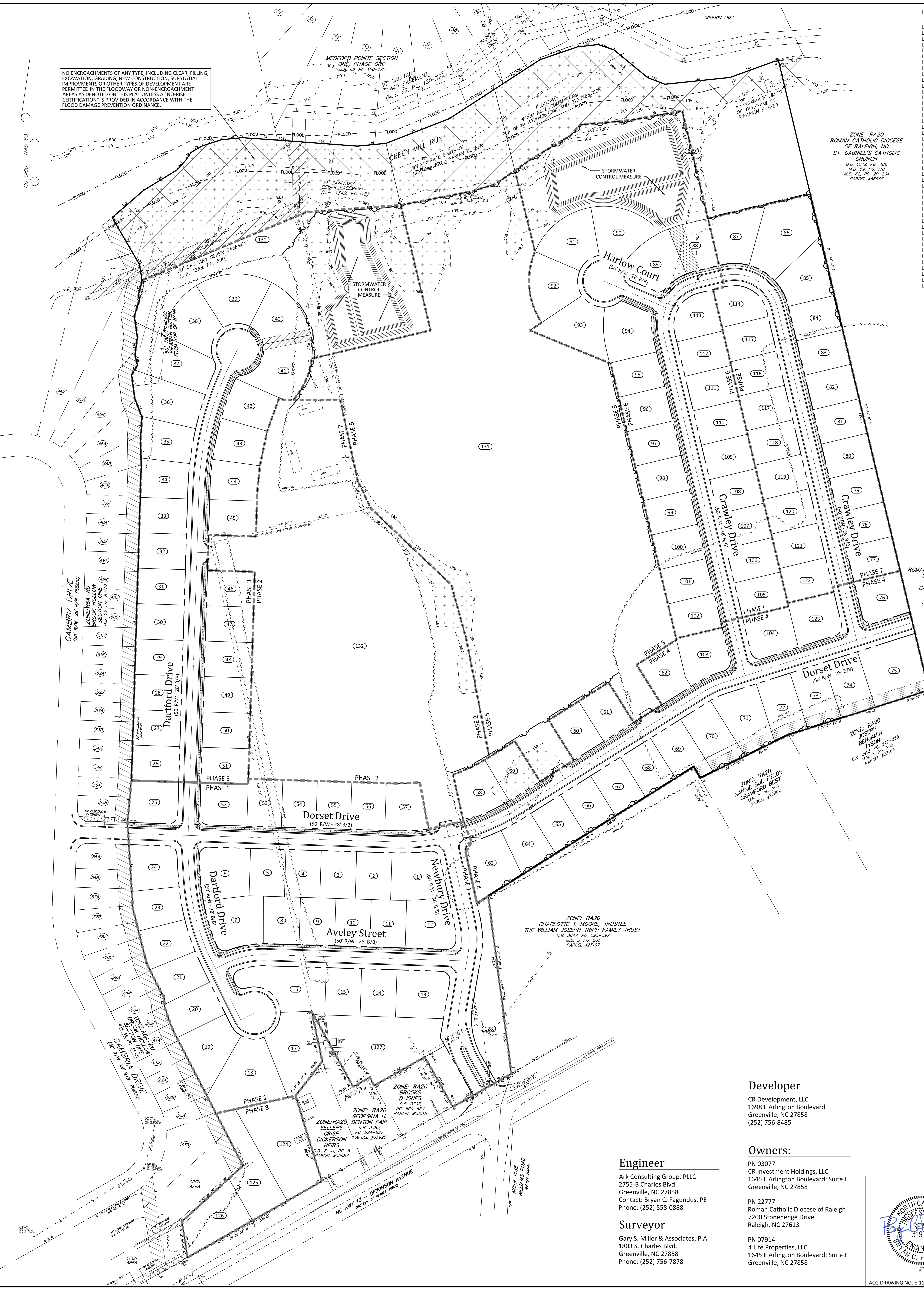
TYPICAL 28' STREET SECTION

NO SCALE

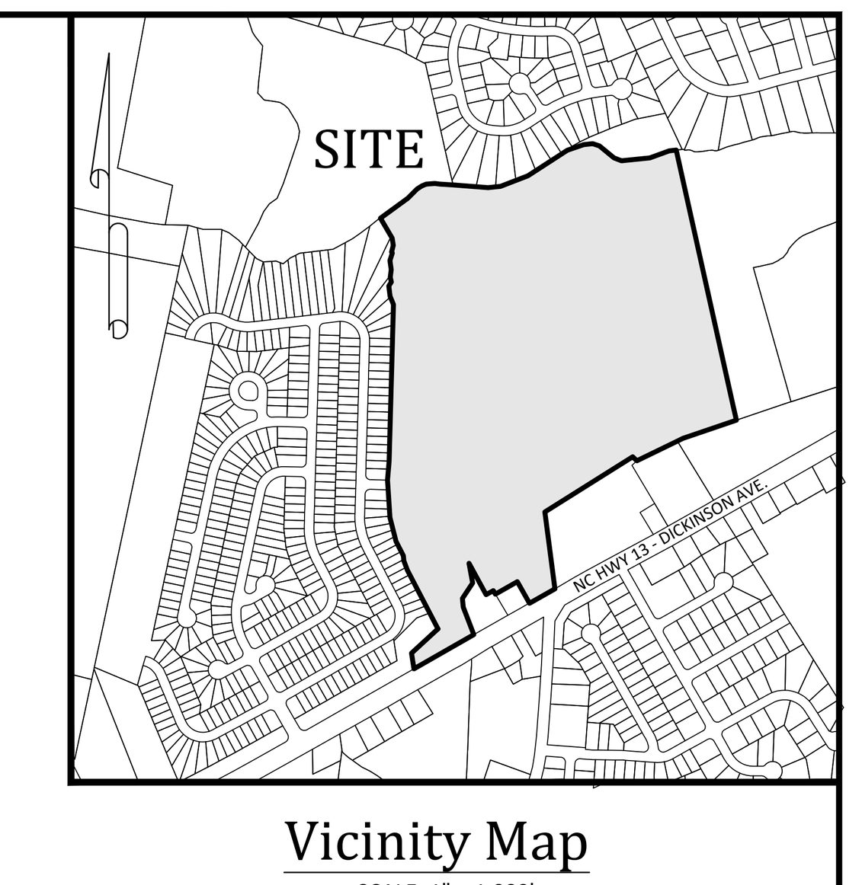


PROPOSED TYPICAL LOT SETBACKS

NOT TO SCALE



Line	Bearing	Distance
L1	N 27° 21' 16" W	345.43'
L2	N 19° 49' 53" W	51.79'
L3	N 5° 32' 22" W	25.94'
L4	N 30° 13' 28" W	19.14'
L5	N 26° 19' 34" W	65.71'
L6	N 14° 12' 10" W	127.61'
L7	N 3° 34' 06" W	193.76'
L8	N 5° 03' 48" E	101.77'
L9	N 1° 46' 54" E	703.33'
L10	N 1° 00' 47" W	68.14'
L11	N 4° 08' 13" E	44.45'
L12	N 21° 08' 51" W	46.55'
L13	N 7° 14' 14" W	53.48'
L14	N 31° 24' 36" E	24.79'
L15	N 12° 08' 02" W	25.13'
L16	N 7° 35' 06" E	39.83'
L17	N 8° 07' 54" W	48.00'
L18	N 18° 03' 16" E	40.74'
L19	N 36° 12' 36" W	7.04'
L20	N 14° 31' 50" E	36.23'
L21	N 9° 17' 18" W	37.28'
L22	N 30° 05' 09" W	11.53'
L23	N 30° 04' 45" W	99.49'
L24	N 30° 04' 48" W	11.84'
L25	N 49° 08' 51" E	93.60'
L26	N 58° 34' 41" E	89.08'
L27	N 41° 39' 21" E	29.65'
L28	N 34° 04' 24" E	20.90'
L29	N 59° 56' 12" E	29.31'
L30	N 72° 09' 33" E	45.59'
L31	N 84° 25' 08" E	47.00'
L32	S 86° 02' 51" E	80.09'
L33	S 85° 41' 46" E	17.81'
L34	S 85° 41' 46" E	163.16'
L35	N 84° 27' 46" E	65.00'
L36	N 68° 42' 05" E	153.47'
L37	N 56° 59' 13" E	244.65'
L38	N 71° 06' 36" E	90.03'
L39	N 83° 45' 10" E	46.85'
L40	S 71° 22' 13" E	37.21'
L41	S 50° 31' 27" E	98.71'
L42	S 68° 54' 24" E	41.83'
L43	N 84° 03' 19" E	148.14'
L44	N 70° 06' 16" E	107.33'
L45	N 83° 33' 01" E	8.72'



Vicinity Map

SCALE: 1" = 1,000'

LEGEND:

EXISTING	PROPOSED
EIP – EXISTING IRON PIPE	
IPS – IRON PIPE SET	
ERB – EXISTING RE-BAR	
MNS – MAGNETIC NAIL SET	
ECM – EXISTING CONCRETE MONUMENT	
R/W – RIGHT OF WAY	
C/L – CENTERLINE	
P/P – POWER POLE	
G/W – GUY WIRE	
M/H – MANHOLE	S
S/S – SANITARY SEWER	
RCP– REINFORCED CONCRETE PIPE	
E/V – ELECTRIC VAULT	
T/P – TELEPHONE PEDESTAL	
F/H – FIRE HYDRANT	
W/V – WATER VALVE	
W/M – WATER METER	
72.14 – EXISTING SPOT ELEVATION	22.00
—70— – EXISTING CONTOUR LINE	70
F.E.S. – FLARED END SECTION	
CMP – CORRUGATED METAL PIPE	
RCP – REINFORCED CONCRETE PIPE	
TBM – TEMPORARY BENCHMARK	
CM – CREPE MYRTLE	
OHE – OVERHEAD POWER LINE	
S – SANITARY SEWER LINE	S
STORM DRAIN	
W – WATER MAIN	W
– ACCESSIBLE RAMP	CR
– TREE LINE	
– CATCH BASIN	CB
WET – POTENTIAL WETLAND	
FLOOD – FLOODWAY	
RIP – RIPARIAN BUFFER	
100 – 100 YEAR FLOOD LINE	
500 – 500 YEAR FLOOD LINE	

SITE DATA:

PARCEL NUMBERS:	05383, 13364 & 13877
TAX MAP NUMBER:	4676
CURRENT ZONING:	R6 & R6-CA
ACREAGE IN TOTAL TRACT:	71.69 AC.±
NUMBER OF LOTS CREATED:	132
LINEAL FEET IN STREETS:	6,727 LF
ACREAGE IN PARKS, RECREATION AREAS, COMMON AREAS AND THE LIKE:	N/A

SHEET INDEX

Sheet No. C-1	Cover Sheet
Sheet No. C-2 - C-4	Plan Sheets
Survey	1 Sheet
(Gary S. Miller and Associates, P.A.)	

100' 0 50' 100'

SCALE 1 inch = 100 ft

Developer

CR Development, LLC
1698 E Arlington Boulevard
Greenville, NC 27858
(252) 756-8485

Owners:

PN 03077
CR Investment Holdings, LLC
1645 E Arlington Boulevard; Suite E
Greenville, NC 27858

PN 22777
Roman Catholic Diocese of Raleigh
7200 Stonehenge Drive
Raleigh, NC 27613

PN 07914
4 Life Properties, LLC
1645 E Arlington Boulevard; Suite E
Greenville, NC 27858

Engineer

Ark Consulting Group, PLLC
2755-B Charles Blvd.
Greenville, NC 27858
Contact: Bryan C. Fagundus, PE
Phone: (252) 558-0888

Surveyor

Gary S. Miller & Associates, P.A.
1803 S. Charles Blvd.
Greenville, NC 27858
Phone: (252) 756-7878

REVISIONS:

#	DATE	COMMENTS
1	09/08/2020	REVISED PER REVIEW COMMENTS

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 31970 BRYAN C. FAGUNDUS

REV. 9/8/2020

ACG DRAWING NO. E-1109

APPROVAL

THIS PRELIMINARY PLAT, #______, AND THE STREET NAME(S) HEREON WERE APPROVED BY THE GREENVILLE PLANNING AND ZONING COMMISSION AT A MEETING HELD THE ____ DAY OF ________________ 2020.

SIGNED ____________________
CHAIRMAN

SIGNED ____________________
CITY PLANNER

SHEET 1 OF 4 PARCEL #'s: 07914, 22777, 03077

PRELIMINARY PLAT - COVER SHEET

BROOK HOLLOW - SECTION 5

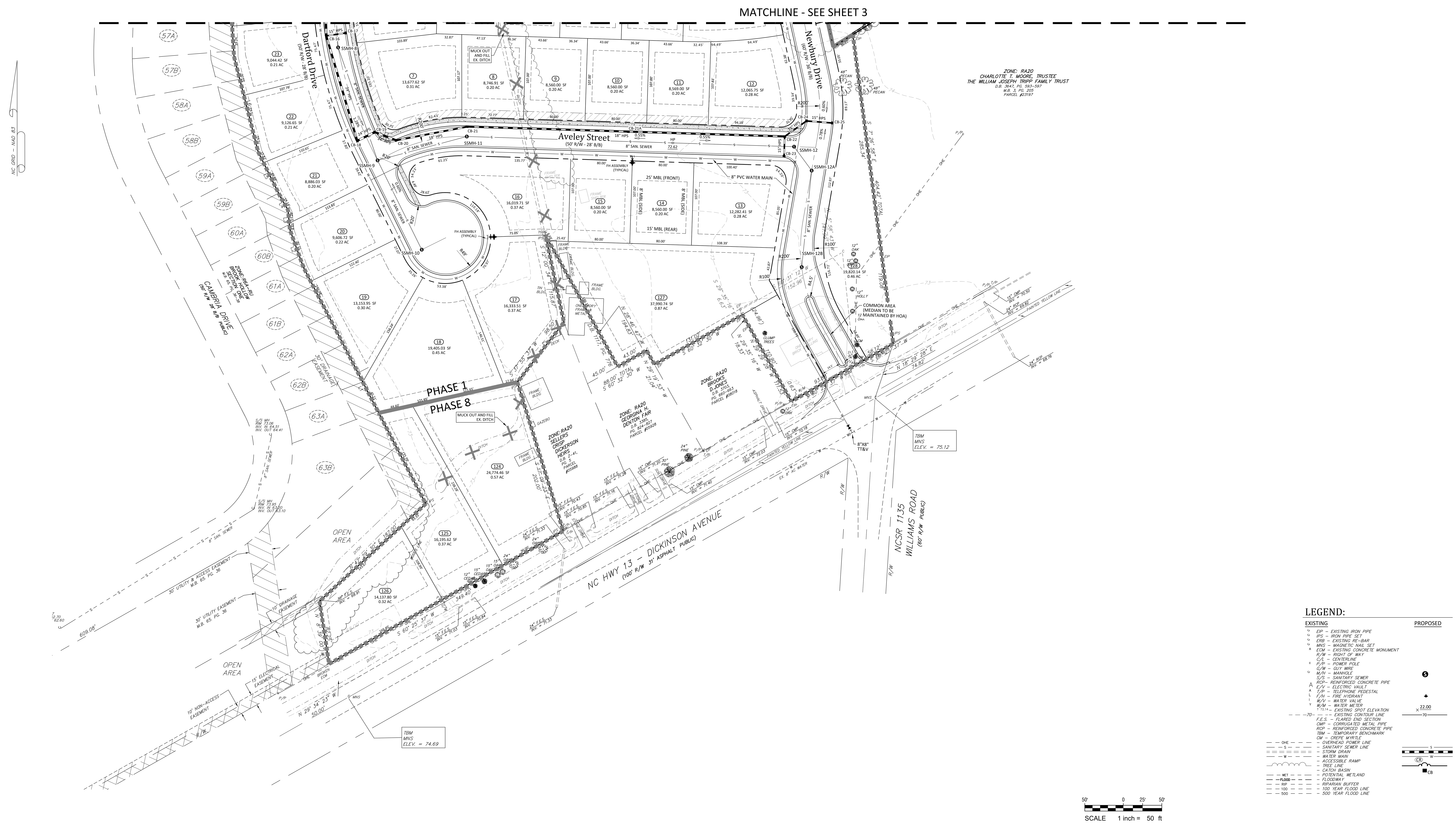
City of Greenville, Pitt County, NC

DEVELOPER: CR Development, LLC
ADDRESS: 1698 E Arlington Boulevard
PHONE: (252) 756-8485

NC License: P-1199
ARK CONSULTING GROUP, PLLC ENGINEERS & PLANNERS
2755-B Charles Blvd. Greenville, NC 27858
(252) 558-0888 www.arkconsultinggroup.com

SURVEYED: BY OTHERS (GARY S. MILLER AND ASSOCIATES, P.A.)	APPROVED: BCF
DRAWN: EW	DATE: 08-03-2020
CHECKED: STA	SCALE: 1" = 100'

C:\Users\EricWebb\AppData\Local\Temp\AcPublish_1160\E-1109-Dickinson-Prelim Plat.dwg, 1 Cover, EricWebb, Tue Sep 08, 2020



50' 0 25' 50'

SCALE 1 inch = 50 ft

SHEET 2 OF 4

PARCEL #'s: 07914, 22777, 03077

REVISIONS: #	DATE	COMMENTS
1	09/08/2020	REVISED PER REVIEW COMMENTS

BROOK HOLLOW - SECTION 5

City of Greenville, Pitt County, NC

DEVELOPER: CR Development, LLC
ADDRESS: 1698 E Arlington Boulevard
PHONE: (252) 756-8485

NORTH CAROLINA PROFESSIONAL SEAL 31970 ENGINEER BRYAN C. FAGUNDUS

REV. 9/8/2020

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SIGNED ________________________
CHAIRMAN

SIGNED ________________________
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SURVEYED:	BY OTHERS (GARY S. MILLER AND ASSOCIATES, P.A.)	APPROVED:	BCF
DRAWN:	EW	DATE:	08-03-2020
CHECKED:	STA	SCALE:	1" = 50'

SHEET 3 OF 4

PARCEL #'s: 07914, 22777, 03077

REVISIONS: #	DATE	COMMENTS
1	09/08/2020	REVISED PER REVIEW COMMENTS

BROOK HOLLOW - SECTION 5

City of Greenville, Pitt County, NC

DEVELOPER: CR Development, LLC
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SIGNED ______________________
CHAIRMAN

SIGNED ______________________
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DRAWN:	EW	DATE:	08-03-2020
CHECKED:	STA	SCALE:	1" = 50'

LEGEND:

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SHEET 4 OF 4

PARCEL #'s: 07914, 22777, 03077

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NORTH CAROLINA PROFESSIONAL SEAL 31970 ENGINEER BRYAN C. FAGUNDUS

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SIGNED ________________________
CHAIRMAN

SIGNED ________________________
CITY PLANNER

BROOK HOLLOW - SECTION 5

City of Greenville, Pitt County, NC

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ARK CONSULTING GROUP, PLLC
ENGINEERS & PLANNERS

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SURVEYED:	BY OTHERS (GARY S. MILLER AND ASSOCIATES, P.A.)	APPROVED:	BCF
DRAWN:	EW	DATE:	08-03-2020
CHECKED:	STA	SCALE:	

City of Greenville, North Carolina

Meeting Date: 9/15/2020
Time: 6:00 PM

Title of Item: Request by the Planning and Development Services Department to amend the City Code by amending Article J. to create standards for Agricultural Master Plan Communities

Explanation: **History:** Over the last several months City Staff has been in communication with a developer in order to develop possible changes to the land use ordinance to accommodate an innovative type of residential subdivision centered around agriculture and community health. These communities are called Agrihoods and typically consist of a low density residential community that is situated around managed commercial farm land, and a low intensity commercial center.

The City already has standards for Master Plan Communities, but the proposed Agricultural Master Plan Communities are centered on agricultural as a central component of the subdivision. An agricultural master plan community is focused on developments that emphasize production of agricultural products that cater to the needs of the local community. A master plan community requires City Council approval via a special use permit.

Purpose and intent:
(A) The purpose and intent of a master plan community is to provide an alternative to traditional development standards, which is intended to:

(1) Reduce initial development costs by reducing standard minimum lot size and setback requirements while reserving areas for common use;
(2) Preserve the character of surrounding neighborhoods and enhance the physical appearance of the area by preserving natural features, existing vegetation, while providing recreational and open areas;
(3) Provide for desirable and usable open space, tree cover, and the preservation of environmentally sensitive areas;

(4) Promote economical and efficient land use, which can result in smaller networks of public facilities, utilities and streets;
(5) Provide for an appropriate and harmonious
(6) Promote energy conservation by optimizing the orientation, layout and design of structures to take maximum advantage of solar heating/cooling schemes and energy conserving landscaping;
(7) Encourage innovations in residential development so that the growing demands of population may be met by greater variety in type, design and layout of buildings; and
(8) Provide a procedure that can relate the type, design and layout of development to a particular site and the particular demand for housing and other facilities at the time of development in a manner consistent with the preservation of property values within established residential areas.

(B) For purposes of this article a *master plan community* shall be defined as a unified development that meets all of the following:

(1) Land under common ownership, to be planned and developed as an integral unit;
(2) A single development or a programmed series of development, including all land, uses and facilities;
(3) Is constructed according to comprehensive and detailed plans that include streets, drives, utilities, lots and building sites. Plans for such building locations, uses and their relation to each other shall be included and detailed plans for other uses and improvements of land showing their relation to the buildings shall also be included; and
(4) Provides for the provision, operation and maintenance of areas, facilities and improvements as shall be required for perpetual common use by the occupants of the master plan community.

(C) For the purposes of this article Master Plan Communities may be developed in one of two ways, either as a *traditional master plan community* or as an *agricultural master plan community*. The focus of a traditional master plan community is on providing residents with robust recreation and open space. An agricultural master plan community is focused on developments that emphasize production of agricultural products that cater to the needs of the local community.

Proposed changes and additions:

See attachment (text with strike through indicates text to be deleted and underline indicates new text)

Comprehensive Plan

Chapter 5 Creating Complete Neighborhoods, Goal 5.2.Complete Neighborhoods

Policy 5.2.2. Enhance Access to Daily Needs
Promote a mix of supporting uses in new neighborhoods, including social services such as daycare, context sensitive commercial uses offering daily needs such as grocery stores, and civic uses such as parks and schools.

Goal 5.3 Sustainably Designed Neighborhoods

Policy 5.3.1 Encourage Identifiable Neighborhood Centers
Promote neighborhood designs that include an identifiable neighborhood focal point, such as a low-intensity context-sensitive mixed use node or inspiring civic space.

Fiscal Note: No cost to the City.

Recommendation: In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with Horizons 2026: Greenville's Community Plan Chapter 5 Creating Complete Neighborhoods, Goal 5.2.Complete Neighborhoods

Policy 5.2.2 Enhance Access to Daily Needs
Promote a mix of supporting uses in new neighborhoods, including social services such as daycare, context sensitive commercial uses offering daily needs such as grocery stores, and civic uses such as parks and schools.

Goal 5.3 Sustainably Designed Neighborhoods

Policy 5.3.1 Encourage Identifiable Neighborhood Centers
Promote neighborhood designs that include an identifiable neighborhood focal point, such as a low-intensity context-sensitive mixed use node or inspiring civic space.

Therefore, staff recommends approval.

If the Planning and Zoning Commission determines to recommend approval of the request, in order to comply with statutory requirements, it is recommended that the motion be as follows:

"Motion to recommend approval of the proposed text amendment, to advise that it is consistent with the comprehensive plan and other applicable plans, and to adopt the staff report which addresses plan consistency and other matters."

If the Planning and Zoning Commission determines to recommend denial of the request, in order to comply with statutory requirements, it is recommended that the motion be as follows:

"Motion to recommend denial of the proposed text amendment, to advise that it is inconsistent with the comprehensive plan or other applicable plans, and to adopt the staff report which addresses plan consistency and other matters."

Note: In addition to the other criteria, the Planning and Zoning Commission and City Council shall consider the entire range of permitted and special uses for the existing and proposed zoning districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

ATTACHMENTS:

Agricultura_Master_Plan_Community_PZC_Draft_1134952

SEC. 9-4-22 DEFINITIONS.

Commercial Agricultural Facility A commercial establishment designed to accommodate a variety of commercial uses adjacent to a farm.

SEC. 9-4-103 SPECIAL STANDARDS FOR CERTAIN SPECIFIC USES.

(FF) *Commercial Agricultural Facility (see also Article J.)*

(1) Must be located within an agricultural master plan community.
(2) Must be located adjacent to a farm.
(3) Must be located on a road near the entrance to the community.
(4) Parking requirements shall be determined by the specific use made of the property.
(5) All screening and parking requirements shall be determined by the specific use made of the property.
(6) The following uses shall be permitted by right on a farm kit:
    a. Single-family dwelling;
    b. Retail sales; incidental;
    c. Child day care facilities;
    d. Art Gallery;
    e. Photography studio;
    f. Wellness Center; indoor and outdoor facilities;
    g. Medical, dental, ophthalmology or similar clinic, not otherwise listed; and
    h. Microbrewery

SEC. 9-4-151 PURPOSE AND INTENT; DEFINITION; PLANNED UNIT DEVELOPMENTS PREVIOUSLY APPROVED, CONSTRUCTED AND/OR VESTED UNDER THE REGULATIONS; PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICTS PREVIOUSLY ZONED UNDER THE REGULATIONS, FOR WHICH THERE IS NO VESTED PLAN OF DEVELOPMENT.

(A) The purpose and intent of a master plan community is to provide an alternative to traditional development standards, which is intended to:
    (1) Reduce initial development costs by reducing standard minimum lot size and setback requirements while reserving areas for common use;
    (2) Preserve the character of surrounding neighborhoods and enhance the physical appearance of the area by preserving natural features, existing vegetation, while providing recreational and open areas;
    (3) Provide for desirable and usable open space, tree cover, and the preservation of environmentally sensitive areas;
    (4) Promote economical and efficient land use, which can result in smaller networks of public facilities, utilities and streets;

(5) Provide for an appropriate and harmonious variety of housing and creative site design alternatives;
(6) Promote energy conservation by optimizing the orientation, layout and design of structures to take maximum advantage of solar heating/cooling schemes and energy conserving landscaping;
(7) Encourage innovations in residential development so that the growing demands of population may be met by greater variety in type, design and layout of buildings; and
(8) Provide a procedure that can relate the type, design and layout of development to a particular site and the particular demand for housing and other facilities at the time of development in a manner consistent with the preservation of property values within established residential areas.

(B) For purposes of this article a *master plan community* shall be defined as a unified development that meets all of the following:
(1) Land under common ownership, to be planned and developed as an integral unit;
(2) A single development or a programmed series of development, including all land, uses and facilities;
(3) Is constructed according to comprehensive and detailed plans that include streets, drives, utilities, lots and building sites. Plans for such building locations, uses and their relation to each other shall be included and detailed plans for other uses and improvements of land showing their relation to the buildings shall also be included; and
(4) Provides for the provision, operation and maintenance of areas, facilities and improvements as shall be required for perpetual common use by the occupants of the master plan community.

(C) For the purposes of this article Master Plan Communities may be developed in one of two ways, either as a *traditional master plan community* or as an *agricultural master plan community*. The focus of a traditional master plan community is on providing residents with robust recreation and open space. An agricultural master plan community is focused on developments that emphasize production of agricultural products that cater to the needs of the local community.

(D) Any PUD zoning district developed that has received special use permit approval of a land use plan per the former Article J of this chapter prior to December 10, 2009, and such special use permit remains in effect, may continue under the approved special use permit and standards in effect at the time of the special use permit approval. (See also section 9-4-196 of this chapter.)

SEC. 9-4-162 AREA; REGULATION OF USES; DENSITY; OPEN SPACE; RECREATION; PARKING; LANDSCAPE; DENSITY BONUS REQUIREMENTS.

(A) Minimum area requirements
(1) A master plan community shall contain not less than 50 gross acres. Addition to any existing master plan community may be allowed provided such addition meets or exceeds all other applicable requirements. The master plan community

shall be included under one land use plan application and each addition to or amendment of such development shall be considered as a revision to the previously approved special use permit. In the case of an addition to or amendment of a previously approved special use permit, the master plan community property owners' association may execute any and all special use permit amendment applications on behalf of the property owners of individual lots subject to such association located within the original master plan community section. No master plan community shall be reduced in area unless the special use permit for such development in amended in accordance with this article provided however, the dedication of public rights-of-way shall not be subject to this requirement.

For purposes of this chapter the term "gross acres" shall be construed as the total acreage of the master plan community including all lands located within the boundary of the development and any future public street rights-of-way, private street easements, common open spaces, public dedicated and accepted land or land deeded to the city or county per a density bonus option, land acquired by the city for any public purpose, and future building sites located within the boundary of the master plan community. With the exception of future street rights-f-way acquired pursuant to the Greenville Urban Area Thoroughfare Plan, and/or on-site public street improvements required and related to the master plan community, existing street rights-of-way that border the peripheral master plan community boundary at the time of original land use plan submission shall not be included in the gross acre calculation.

(2) Master plan communities comprising less than 75 gross acres and/or less than 250 dwelling units shall contain residential uses only as set forth in subsection (B)(5) of this section.

(3) Except as provided under subsection (C)(3) below, master plan communities comprising 75 gross acres or more and 250 or more dwelling units may contain all of the uses permitted by subsections (B)(5) and (B)(6) of this section provided that all designated nonresidential area(s) shall meet all of the following design requirements:

(a) Shall be designed and located with the primary intention of serving the immediate needs and convenience of the residents of the master plan community.

(b) Shall be located on thoroughfare streets included on the Greenville Urban Area Thoroughfare Plan and/or on "minor streets" as defined in section 9-4-168.

(c) Shall not be located within 100 feet of the peripheral boundary of the master plan community. If any portion of such nonresidential area is located within 300 feet of any single-family residential property zoned RA-20, R15S, R9S, R6S, or MRS and located outside the peripheral boundary of the master plan community, the nonresidential area and all

nonresidential and residential use therein shall be screened by a bufferyard "E" ore equivalent screen per Article P of this chapter. The purpose of the bufferyard "E" or equivalent screen shall be to provide a complete visual barrier between said single-family residential zoning district and the nonresidential area at the time of development of the nonresidential area. Screening required pursuant to this subsection may be phased to coincide with development of the nonresidential area provided compliance with the purpose of this subsection. The City Council shall approved by condition the location and phasing of the required screen at the time of special use permit approval. Notwithstanding the foregoing, in agricultural master plan communities this provision shall not apply to farms.

(d) Shall not be developed for any purpose other than as specified under subsection (F) below until (i) ~~all~~ a minimum of 50% the residential lots and/or residential tracts located within the residential designated area(s) have been final platted and (ii) not less than ~~50 %~~ 20% of the total number of dwelling units approved for said lots and/or tracts of been constructed and have been issued temporary and/or final occupancy permits. For purposes of this section units or beds in a congregate care facility shall not be included in or count toward the total number of dwelling units.

(e) Plans for nonresidential development and any associated residential uses located on any designated nonresidential area may be submitted and approved following special use permit approval of the land use plan, however no building or other permit shall be issued for any nonresidential area use, including residential use, until the minimum number of dwelling units have been constructed and permitted for occupancy in the designated residential areas per subsection (d) above.

(f) Streets, greenways, sidewalk and bike paths, drainage and utility improvements, public recreation areas and improvements and public service delivery improvements, buildings or structures shall be permitted within any nonresidential area at any time following special use permit approval of the land use plan, and compliance with applicable subdivision regulations or other required permits for such improvements.

(g) Residential uses located within a nonresidential area shall be subject to the requirements, conditions and restrictions applicable to nonresidential uses.

(B) Regulation of uses. Subject to subsection (a) of this section, a master plan community may contain the permitted uses as listed in subsections (5) and (6) below in accordance with the following:

(1) Such uses shall be subject only to the development standards included in this article unless otherwise noted.

(2) The listed uses contained in subsections (5) and (6) below are permitted uses within a master plan community, provided compliance with all provisions in this article, and no further special use permit is required for such uses following

approval of the land use plan special use permit for the planned unit development within which said uses are proposed to be located.

(3) Residential uses shall be permitted in any area designated as either residential and/or nonresidential area if such combined use is indicated upon the approved land use plan, however nonresidential uses shall only be permitted within designated nonresidential areas. Where such combined use is proposed, the number and type of dwelling unit shall be indicated on the land use plan at the time of special use permit application. The location of all farms in an agricultural master plan community must also be shown at the time of special use permit application.

(4) All definitions shall be per Article B of this chapter unless otherwise defined in this article.

(5) Permitted residential uses:
- (a) Single-family dwelling;
- (b) Two-family attached dwelling (duplex);
- (c) Multi-family development (apartment, condominium and/or townhouse);
- (d) Family care home, subject to 9-4-103;
- (e) Accessory building or use;
- (f) Public recreation or park facility;
- (g) Private recreation facility;
- (h) Church or place of worship;
- (i) Golf course; regulation;
- (j) City of Greenville municipal government building or use subject to 9-4-103;
- (k) Retirement center or home including accessory nursing care facilities (each separate dwelling unit and/or each five beds in a congregant care facility shall constitute one dwelling unit for residential development density purposes regardless of location);
- (l) Room renting.

(6) Permitted nonresidential uses:
- (a) School; elementary subject to 9-4-103;
- (b) School; kindergarten or nursery subject to 9-4-103;
- (c) School; junior and senior high subject to 9-4-103;
- (d) Child day care facilities;
- (e) Adult day care facilities;
- (f) Barber or beauty shop;
- (g) Office; professional and business not otherwise listed in Article D;
- (h) Medical, dental, ophthalmology or similar clinic not otherwise listed in Article D;
- (i) Library;
- (j) Art gallery;
- (k) Grocery; food or beverage, off-premise consumption;
- (l) Convenience store (not including principal or accessory auto fuel sales;

(m) Pharmacy;
(n) Restaurant; conventional;
(o) Restaurant; outdoor activities;
(p) Bank, savings and loan or other investment institutions;
(q) City of Greenville municipal government building or use subject to 9-4-103;
(r) Accessory building or use.
(s) Microbrewery

(7) Permitted residential uses, in an agricultural master plan community only
(a) Farming; agriculture, horticulture, forestry;
(b) Greenhouse or plant nursery; including accessory sales;
(c) Wayside market for farm products produced on site;
(d) Beekeeping; minor use;

(8) Permitted nonresidential uses, in agricultural master plan community only
(a) Commercial Agricultural Facility
(b) Farmer's market;
(c) Wellness center, indoor and outdoor facilities
(d) Convention center; private
(e) Hotel, motel, bed and breakfast inn; limited stay lodging (not to exceed 10 units/rooms).

(C) Maximum base density requirements.

(1) Residential base density shall not exceed four dwelling units per gross acre of the entire master plan community including both residential and nonresidential areas, except as further provided under the density bonus options contained in section 9-4-162(J)./ Residential density may be allocated to a designated nonresidential area per subsection (K) of this section provided such designation is noted on the approved land use plan and the dwelling unit density of the residential area is reduced proportionally.

(2) Except as further provided under subsection (3) below, nonresidential use are designated area(s) shall not exceed 5% of the gross master plan community acreage regardless of the actual amount of developed land area devoted to any nonresidential use or activity. Residential development within a designated nonresidential area shall not increase the land area designated as nonresidential.

(3) Nonresidential use designated areas that are located entirety within a Water Supply Watershed (WS) Overlay District shall not exceed 20% of the gross master plan community acreage regardless of the actual amount of developed land area devoted to any nonresidential use or activity, provided compliance with all of the following:
(a) The master plan community shall contain not less than 100 gross acres.
(b) The total number of approved single-family, two-family attached (duplex) and/or multi-family dwelling units located within the master planned community shall equal or exceed 300 total dwelling units. For purposes of

this requirement units or beds in a congregate care facility shall not be included in or count toward the total number of dwelling units.

(c) The nonresidential area and development therein shall be subject to the Water Supply Watershed (WS) Overlay District standards as set forth under section 9-4-197 of this chapter.

(d) If any portion of any nonresidential designated area is located outside the Water Supply Watershed (WS) Overlay district then all nonresidential use designated areas shall not exceed 5% of the gross master plan community acreage regardless of the actual amount of developed land area devoted to any nonresidential use or activity.

(D) Open space requirements.

(1) A master plan community shall reserve not less than 25% of the gross acreage as common open space.

(2) Except as otherwise provided, such open space area shall not be used as a building site or be utilized for any public street right-of-way or private street easement, private driveway or parking area or other impervious improvement.

(3) A minimum of one third of the required open space shall be contained in one continuous undivided part, except for the extension of streets. For purposes of this requirement, such open space areas shall not measure less than 30 feet in width at the narrowest point.

(4) Not more than 25% of the required open space shall lie within any floodway zone.

(5) If developed in sections, the open space requirements set forth herein shall be coordinated with the construction of dwelling units and other facilities to insure that each development section shall receive benefit of the total common open space. A final subdivision plat shall be recorded in the Pitt County Register of Deeds which clearly describes the open space(s) and conditions thereof, prior to the issuance of any building permit(s).

(6) Such open space area shall be legally and practically accessible to the residents of the development, or to the public of so dedicated.

(7) Such open space area shall be perpetually owned and maintained for the purposes of this article by a property owner's association or, if accepted by the city, dedicated or deeded to the public.

(8) Streets, private drives, off street parking areas and structures or buildings shall not be utilized in calculating or counting towards the minimum common open space requirement; however, lands occupied by public and/or private recreational buildings or structures, bike paths and similar common facilities may be counted as required open space provided that such impervious surface constitute no more than 5% of the total required open space.

(9) <u>In an agricultural master plan community enclosed farm land that is made accessible through the provision of perimeter and connective trails, regardless of dimension, may be counted towards the 25% open space requirement.</u>

(10) In the designation and approval of common open space, consideration shall be given to the suitability of location, shape, character and accessibility of

such space. The location and arrangement of any common open space(s) shall be subject to City Council approval.

(E) Recreation Space requirement.

(1) A minimum of 25% of the required gross common open space in a master plan community shall be developed for active recreational purposes. For purposes of this section, "active recreation" shall include, but not be limited to, tennis courts, swimming pools, ball fields, fitness courses and the like.

(2) The City Council may rely on the advice of the Director of Recreation and Parks concerning the suitability of proposed "active recreation" facilities.

(F) Dedication of open space, park lands and greenways.

(1) If any portion of the area proposed for a master plan community lies within an area designated in the officially adopted greenway master plan as a greenway corridor, the area so designated shall be included as part of the area set aside to satisfy the open space requirements of this section. The area within such greenway corridor shall be dedicated and/or reserved to the public at the option of the city.

(2) Where land is dedicated to and accepted by the city for open space, park and recreation purposes and/or greenways, such lands may be included as part of the gross acreage, open space and/or recreation space requirement of this article.

(3) Approved master plan community shall not be subject to any recreation and/or open space requirement of the subdivision and/or zoning regulations not otherwise included in this chapter.

(G) Off-street parking requirement.

(1) Parking requirements shall be in accordance with Article O of this chapter.

(H) Bufferyard setbacks and vegetation requirements for site developments, parking lots and drives.

(1) Bufferyard setbacks shall be in accordance with Article G of this chapter.

(2) Vegetation requirements shall be in accordance with Article P of this chapter.

(I) Driveways

(1) Driveways shall be in accordance with Title 6, Chapter 2, Streets and Sidewalks of the Greenville City Code.

(J) Residential density bonus provisions and standards. A residential density bonus rounded to the nearest whole number and not to exceed a total of 200% - (eight units per gross acre) – over the allowable base density as set forth in section 9-4-162(C) may be approved by the City Council in accordance with the standards for allowing density bonuses listed below. The applicable requirements of section 9-4-167(C), preliminary plat-site plan requirements, shall be indicated on the land use plan in sufficient detail to enable the City Council to evaluate such density bonus proposals. Regardless of the density bonus provision satisfied or approved, the total residential density of any master plan community shall not exceed 12 dwelling units per gross acre.

(1) Common open space. Increasing the common open space area by 20 or more percent above the required common open space provisions (i.e. 45% or more)

shall allow a bonus of 50% - (two total units per gross acre) – above the base density of a master plan community.

(2) Bike paths/greenway systems. The provision of a constructed system of bike paths/pedestrian greenways that form a logical, safe and convenient system of access to all

(K) Combination of use. Combination of use shall only be permitted in areas designated as "nonresidential" on the approved land use plan. Residential and nonresidential uses may be approved to be located on the same lot and in the same structure provided such combined uses individually comply with all standards applicable to each uses. Where residential and nonresidential uses are located in the same structure the more restrictive requirements and regulations shall apply to all common structures.

SEC. 9-4-163 MASTER PLAN COMMUNITY; RESIDENTIAL USES DIMENSIONAL STANDARDS. (See also section 9-4-162(k) Combination of use)

(A) Lot area. The lot area for each detached single-family dwelling shall be no less than 4,000 square feet.

(B) Lot width. No minimum lot width for detached single-family dwelling, however, all lots shall contain a building site of like design and area to other lots within the common development. Lot width for each attached dwelling unit shall be not less than 16 feet. For purposes of this section, "lot width" shall include condominium unit width.

(C) Lot frontage. Forty feet, except on the radius of a cul-de-sac where such distance may be reduced to 20 feet.

(D) Public or private street setback. Except as further provided, no principal or accessory structure shall be closer than 20 feet to a public street right-of-way or private street easement. Detached single-family dwellings shall be setback not less than 15 feet from a public street right-of-way or private street easement or as further provided herein.

(E) Minimum side yard. The side yard area required for detached single-family and two-family attached dwellings may be subject to section 9-4-165 (zero lot line) or not less than 12 feet, provided however, that no detached single-family or two-family attached structure shall be located on more than one exterior side lot line.

Detached single-family and two-family dwellings which do not utilize the provisions of section 9-4-165 (zero lot line) and are not located adjacent to a structure or lot subject to section 9-4-165 (zero lot line) shall maintain a minimum side setback of not less than six feet.

The side yard area required for attached units shall be subject to the applicable provisions of section 9-4-15 (zero lot line) provided the end unit of an attached building group containing three or more units is not less than 16 feet from an adjacent property, line or building.

(F) Minimum rear yard. Except as further provided, the rear yard area required for detached or attached dwelling units shall be subject to section 9-4-165 (zero lot line) or not less than 20 feet. Detached single-family dwellings shall be subject to section 9-4-165 (zero lot line) or not less than 12 feet.

(G) Building separation. Building separation within group developments containing two or more principal structures on one lot of record shall be subject to the following.

(H) Maximum height. No structures or buildings having a zero side and/or rear setback in accordance with section 9-4-165 shall exceed 35 feet in height above the property grade.

(I) Periphery boundary setback and vegetation requirement. No portion of a master plan community including accessory structures, parking areas or required yards shall be located less than ~~60~~ 20 feet from the peripheral boundaries of the master plan community. The peripheral boundary setback area shall be left in its natural vegetative state or shall be landscaped in accordance with the screening requirements for a bufferyard "G" classification as specified in Article P of this chapter. Where the natural vegetation does not meet the minimum bufferyard "C" requirements then additional vegetation shall be installed as a condition of development prior to occupancy of dwellings or units within the respective section or phase. Public dedicated and accepted recreation and park land, as well as private farms and associated perimeter trails may encroach into the peripheral boundary setback.

(J) Additional attached dwelling transition setback. The following scale shall be utilized in the calculation of the mini um building setback, in addition to the periphery boundary setback as specified above, between proposed attached dwelling units including their accessory structures and existing single-family zoning districts or other predominantly single-family development as defined herein that border the master plan community. For purposes of this subsection "other predominantly single-family development" shall be that area within 100 feet of the external boundary of the master plan community district in which 50% or more of the conforming land uses are single-family residential.

Number of Units per Building	Additional Setback (Feet)
2	20
3-5	40
6-10	60
11 or over	80

(K) Recreation area setback. No portion of an active private recreation area shall be located within ~~100~~ 50 feet of the external boundary of the master plan community. Public recreation areas or park land dedicated or deeded to the city shall not be subject to any external boundary setback and may be located in the peripheral boundary setback area.

(L) Transition area setback. Where a master plan community adjoins or borders an existing single-family zoning district or other predominantly single-family development sharing common frontage on the same or opposite side of a public or private street, the minimum right-of-way and/or easement setback requirement of said single-family zone of

development shall be utilized for the entire opposite frontage and 200 feet from such common border along such street. For purposes of this subsection, "other predominantly single-family development" shall be that area within one hundred feet number of the external boundary of the master plan community in which 50% or more of the conforming land uses are single-family residential. For purposes of this section, the minimum setback requirement along any common intersecting street may transition from the minimum right-of-way and/or easement setback requirement of the adjoining single-family zone or development to the minimum setback requirement specified under section 9-4-163(D).

(M) Building length. No continuous unit or series of attached units shall exceed a combined length of 260 feet. Where a continuous unit or series of units is separated by an attached and enclosed common area or enclosed community facility structure utilized for recreation, food delivery (cafeteria), assembly, and the like, the "building length" measurement shall not include the attached and enclosed common area or enclosed community facility. Portions of buildings separated by an enclosed common area or enclosed community facility shall be considered as separated for purposes of this section (M).

(N) Storage area required. Every dwelling unit shall provide private storage in the amount of 10% given the gross habitable ~~flood~~ floor area. The living area including closes and attics shall not count toward the required private storage area. Such storage area shall be provided in the form of attached utility rooms, detached accessory structures, and/or private yard area available for such future use or otherwise as approved by the City Council. This section shall not apply to congregate care facilities.

(O) Accessory structure requirements.

(1) Shall not be located within any front yard.

(2) Detached accessory structures which are constructed with a one-hour fire rated assembly as required by the North Carolina State Building Code, as amended, shall not be located less than five feed from any principal structure. It shall be the responsibility of the property owner to demonstrate compliance with this section. Detached accessory structures that are not constructed with a one-hour fire rated assembly shall not be located less than ten feet from any principal structure. No detached accessory structure shall be located less than five feet from any other detached accessory structure located on the same lot.

(3) Shall not cover more than 20% of any of the side yard or rear yard.

(4) The side or rear yard requirement for attached and detached accessory structures shall be subject to the provisions of section 9-4-165 (zero lot line) or not less than five feet.

(5) Satellite dish antennae and swimming pools shall comply with the applicable provisions of Article F, Dimensional standards.

(6) For purposes of this section any accessory structure attached to a principal structure shall be subject to the setback requirements of the principal structure.

(P) Residential garbage/trash container, recycling center and compactor locations.

(1) No garbage/trash container or recycling center shall be located closer than 20 feet to any dwelling structure and no compactor shall be located loser than 50 feet to any dwelling structure.
(2) Each garbage/trash container required to service the development shall be located within 200 feet of the dwelling units such container is intended to serve.
(3) Garbage/trash containers and recycling centers shall be enclosed on three sides by a complete visual screen consisting of a fence, vegetation or combination thereof.
(4) Except as further provided, compactors shall be completely enclosed by a visual screen and safety barrier composed of an opaque masonry wall and opaque metal or wooden gate, said wall and gate shall be not less than two feet higher than the highest point of the compactor. The director of Community Development or designee may approve substitute wall and gate material provided the wall and gate results in an opaque visual screen and safety barrier as required by this subsection; vegetation shall not be acceptable for this purpose.
(5) Garbage/trash containers, recycling centers and compactors shall be in accordance with Title 6, Chapter 3, Garbage and Refused Collection and Disposal, of the Greenville City Code.

(Q) Setback exemption. Except as further provided, minimum non-screening bufferyard "B" setbacks set forth under section 9-4-119, and/or minimum street right-of-way building setbacks may be reduced by up to 10%, at the option of the owner, where such reduction is necessary to retain an existing ten-inch plus caliper large tree, provided: (i) such tree is determined, by the director of ~~community development~~ Planning and Development Services or ~~his~~ their designated representative, to be either natural growth (seedling) vegetation or that such tree has been in existence for not less than 20 years at the current location, otherwise previously transplanted trees shall not qualify for purposes of this section, (ii) that such reduction is indicated upon an approved site plan; including the location, type and caliper of the subject tree, and the building separation and future no – build zone as further described, (iii) that a building to tree trunk separation of not less than ten feet is maintained at the time of initial construction, (iv) no new future buildings, expansions or additions to existing buildings, or other impervious areas including parking areas and/or drives, shall be allowed to encroach into a designated future no-build zone, described as a ten-foot radius from the center of the trunk of the retained tree, and (v) a six-inch or greater caliper large tree shall be substituted in replacement of any dead or diseased tree qualified under this requirement, at the location of the removed tree, within 60 days of removal of the tree by the owner or within said period following notice by the city. The setback reduction allowance shall not apply to single-family and two-family attached (duplex) development or associated accessory structures.

(R) When both residential and nonresidential uses are included in one common structure the more restrictive requirements shall apply to the entire structure.

SEC. 9-4-164 MASTER PLAN COMMUNITY; NONRESIDENTIAL USE DIMENSIONAL STANDARDS. (See also section 9-4-162(k) Combination of use)

(A) Lot area. No minimum
(B) Lot width. No minimum
(C) Public or private street setback. No principal or accessory structure shall be closer than 20 feet to a public street right-of-way or private street easement.
(D) Minimum side yard. Fifteen feet.
(E) Minimum rear yard. Twenty feet.
(F) Height. No structure or building shall exceed 35 feet in height above the property grade.
(G) Building separation. No structure or building shall be located within 20 feet of any other structure or building.
(H) Nonresidential condominium or townhouse type development. Shall be subject to the applicable provisions of section 9-4-165 (zero lot line)
(I) Accessory structure requirement. Shall be in accordance with principal building setbacks.
(J) Nonresidential garbage/trash container, recycling center and compactor locations.
    (1) Garbage/trash containers and recycling centers shall be enclosed on three sides by a complete visual screen consisting of a fence, vegetation or combination thereof.
    (2) Except as further provided, compactors shall be completely enclosed by a visual screen and safety barrier composed of an opaque masonry wall and opaque metal or wooden gate, said wall and gate shall be not less than two feet higher than the highest point of the compactor. The director of Community Development or designee may approve substitute wall and gate material provided the wall and gate results in an opaque visual screen and safety barrier as required by this subsection; vegetation shall not be acceptable for this purpose.
    (3) Garbage/trash containers, recycling centers and compactors shall be in accordance with Title 6, Chapter 3, Garbage and Refused Collection and Disposal, of the Greenville City Code.
(K) Setback exemption. Except as further provided, minimum non-screening bufferyard "B" setbacks set forth under section 9-4-119, and/or minimum street right-of-way building setbacks may be reduced by up to 10%, at the option of the owner, where such reduction is necessary to retain an existing ten-inch plus caliper large tree, provided: (i) such tree is determined, by the director of ~~community development~~ Planning and Development Services or ~~his~~ their designated representative, to be either natural growth (seedling) vegetation or that such tree has been in existence for not less than 20 years at the current location, otherwise previously transplanted trees shall not qualify for purposes of this section, (ii) that such reduction is indicated upon an approved site plan; including the location, type and caliper of the subject tree, and the building separation and future no – build zone as further described, (iii) that a building to tree trunk separation of not less than ten feet is maintained at the time of initial construction, (iv) no new future buildings, expansions or additions to existing buildings, or other impervious areas including parking areas and/or drives, shall be allowed to encroach into a designated future no-build zone, described as a ten-foot radius from the center of the trunk of the retained tree, and (v) a six-inch or greater caliper large tree shall be substituted in replacement of any dead or diseased tree qualified under this requirement, at the location of the removed tree, within

60 days of removal of the tree by the owner or within said period following notice by the city.

(L) When both residential and nonresidential uses are included in one common structure the more restrictive requirements shall apply to the entire structure.

SEC. 9-3-165 ZERO SIDE OR REAR YARD SETBACKS FOR DETACHED AND ATTACHED BUILDINGS OR STRUCTURES.

(A) A zero side or rear yard setback where the side or rear building line is on the side or rear lot line as permitted herein, may be permitted, subject to the following provisions.

(1) Any wall, constructed on the side or rear lot line shall be a solid doorless ~~door less~~ and windowless wall. Such wall shall contain no electrical, mechanical, heating, air condition or other fixtures that project beyond such wall. If there is an offset of the wall from the lot line, such offset shall be subject to the provisions of section 9-4-163 and/or section 9-4-164. Roof eaves may encroach two feet into the adjoining lot;

(2) A five-foot maintenance and access easement with a maximum eave encroachment easement of two feet within the maintenance easement shall be established on the adjoining lot and shall assure ready access to the lot line wall at reasonable periods of the day for normal maintenance;

(3) No two units or structures shall be considered attached unless such units or structures share a five-foot common party wall; and

(4) Common party walls of attached units shall be constructed in accordance with the North Carolina State Building Code, G.S. Chapter 47C (North Carolina Condominium Act) and other applicable requirements.

SEC. 9-4-166 SPECIAL USE PERMIT; APPLICATION, LAND USE PLAN, PRELIMINARY PLAT-SITE PLAN AND FINAL PLAT REQUIREMENTS.

(A) Application. An application for a special use permit to develop a specific master plan community shall only be considered when the development property is zoned to a district that permits such special use option. See Article D, section 9-4-78(F)(2) of this chapter for applicable districts.

(1) Criteria. In addition to other considerations, the following may be utilized by the City Council in evaluation of a special use permit pursuant to G.S. 160A-388(a):

(a) That the proposed population densities, land use and other special characteristics of development can exist in harmony with adjacent areas;

(b) That the adjacent areas can be developed in compatibility with the proposed master plan community; and

(c) That the proposed master plan community will not adversely affect traffic patterns and follow in adjacent areas.

(B) Land use plan. All applications for approval of a master plan community special use permit shall be accompanied by a land use plan prepared by a registered engineer or

surveyor, submitted in accordance with section 9-5-44 of the subdivision regulations for preliminary plats and which shall include but not be limited to the following:

(1) The numbers and types of residential dwelling units including density and density bonus options proposed within each section and the delineation of nonresidential areas;
(2) Planned primary and secondary traffic circulation patterns showing proposed and existing public street rights-of-way;
(3) Common open space and recreation areas to be developed or preserved in accordance with his article;
(4) Any proposed convention center must be shown in terms of location and scale, and all proposed event types must be listed;
(5) Minimum peripheral boundary, transition area, and site development setback lines;
(6) Proposed water, sanitary sewer, storm sewer, natural gas and underground electric utilities and facilities to be installed per Greenville Utilities Commission and city standards;
(7) The delineation of areas constructed in sections, showing acreage;
(8) Water supply watershed overlay district delineation;
(9) Regulated wetlands delineation;
(10) Boundary survey of the tract showing courses and distances and total acreage, including zoning, land use and lot lines of all contiguous property.

(C) Preliminary plat-site plan requirements. After approval of the land use plan special use permit as set forth herein, the developer shall submit the following according to the approved schedule of development:

(1) All information required by and in accordance with Title 9, Chapter 5, Subdivisions, of the Greenville City Code for submission of preliminary plats;
(2) Where zero lot line options as provided under section 9-4-165 are proposed, the building area for such lots shall be indicated on the plat.

(D) Final plat requirements. After approval of the preliminary plat as set forth herein, the developer shall submit the following according to the approved schedule of development:

(1) All information required and in accordance with Title 9, Chapter 5, Subdivisions of the Greenville City Code and for submission of final plats;
(2) Where zero lot line setbacks are proposed, the building area for such lots shall be indicated.
(3) A final plat shall be recorded for the purpose of creating a boundary lot or tract for the entire master plan community prior to the approval of any separate final plat for any section and prior to the issuance of any permit for development in any section or phase located within the common project. The purpose of this requirement is to establish a permanent boundary for the master plan community project and to obtain any dedications of land, easements, opens spaces and/or right-of-ways necessary to insure compliance with this article. As individual section or phases within the boundary lot or tract are final platted the area outside

the section or phase shall be labeled and referenced as "future development area" for the approved master plan community.

(E) Site plans for specific developments. Site plans for specific developments shall be reviewed in accordance with Article R of this chapter.

(F) Procedure; required review and special use permit approval.

(1) Land use plan; special use permit. The applicant for a special use permit to develop a specific master plan community shall submit all information as required herein to the Direct or f Planning and Development Services 40 working days prior to the scheduled City Council public hearing.

(a) Contents. All information as required by Section 9-4-166(B)

(b) Supplemental information. The land use plan may include, at the option of the applicant, other additional information and details in support of the petition and/or voluntary conditions of approval including additional landscaping, setbacks, buffers, screening, specific building design and arrangement, or other site improvements or proposed facilities. Supplemental information offered by the application shall constitute a condition of approval of the special use permit if approved.

(c) The City Council shall hold a public hearing to review the special use permit application. The City Council may in its discretion attach reasonable conditions to the plan to insure that the purposes of the master plan community can be met.

(d) The City Council may in its discretion attach conditions to the plan that exceed the minimum standards as set forth herein when it is found that such conditions are necessary to insure that the proposed master plan community will be compatible with adjacent areas.

(e) Required findings. Prior to approval of a special use permit, the City Council shall make appropriate findings to insure that the following requirements are met:

1. That the property described was, at the time of special use permit application, zoned to a district that allows master plan community subject to special use permit approval as provided by Title 9, Chapter 4, Article J, of the Greenville City Code.
2. That the applicant for a special use permit to develop the master plan community is the legal owner, and/or representative in the case of a property owners' association, of the subject property.
3. That those persons owning property within 100 feet of the proposed master plan community as listed on the current county tax records were served notice of the public hearing by first class mail in accordance with applicable requirements.
4. That the notice of a public hearing to consider the master plan community special use permit was published in a newspaper having general circulation in the area, as required by law.

5. That master plan community meets all required conditions and specifications of the zoning ordinance for submission of a master plan community special use permit.
6. That master plan community has existing or proposed utility services which are adequate for the population densities proposed.
7. That the master plan community is properly located in relation to arterial and collector streets and is designed so as to provide direct access without creating traffic which exceeds acceptable capacity as determined by the City Engineer on streets in adjacent areas outside the master plan community.
8. That the master plan community is in general conformity with Horizons 2026: Greenville's Community Plan.
9. That the total development, as well as each individual section of the master plan community can exist as an independent unit capable of creating an environment of sustained desirability and stability.
10. That the master plan community will not adversely affect the health and safety of persons residing or working in the neighborhood of the proposed development and will not be detrimental to the public welfare if located and developed according to the plan as submitted and approved.
11. That the master plan community will not injure, by value or otherwise, adjoining or abutting property or public improvements in the neighborhood or in the alternative, that the use is a public necessity.
12. That the location and character of the master plan community, if developed according to the plan as submitted and approved will be in harmony with the area in which it is to be located.

(f) Notice; publication. Notice of the City Council public hearing shall be given in the same manner as for amendments to the zoning ordinance.

(g) Notice of the City Council public hearing shall be delivered by first class mail to all owners of property within 100 feet of the external property boundaries of the proposed master plan community. Such notice shall be postmarked not less than 20 calendar days prior to the date of the public hearing. Failure to notify all owners shall not affect the validity of the action provided due diligence has been exercised in the attempts to provide notice.

(h) Action by City Council. The city council shall act on the special use permit application by one of the following:
1. Approve the application as submitted;
2. Approve the application, subject to reasonable conditions or requirements;
3. Table or continue the application; or

4. Deny the application.

(i) Binding effect. If approved, the special use permit shall be binding upon the application, successor and/or assigns.

(j) Voting. A majority vote of members of the City Council in favor of any special use permit application shall be required for approval. For purposes of this subsection, vacant positions in the City Council and Council members who are disqualified from voting on a quasi-judicial matter shall not be considered as "Members of the City Council" for calculation of the requisite majority.

(k) Appeals from City Council action. Decisions of the City Council on action taken concerning any special use permit to establish a master plan community shall be subject to review as provided by law.

(l) Records and files of special use permit applications, actions and approvals. Records and files of special use permit applications, actions and approvals for each master plan community8 land use plan shall be maintained in the City of Greenville Community Development Department. Such records and files shall be available for public inspection during regular working hours in accordance with applicable law. The original order granting the special use permit and minutes of the public hearing shall be maintained by the City Clerk.

(2) Preliminary plat-site plan. After approval of the land use plan special use permit as provided herein or in conjunction therewith, the developer shall submit all information as required below to the Director of Planning and Development Services, or authorized agent, not less than 20 working days prior to the scheduled Planning and Zoning Commission meeting:

(a) The preliminary plat site-plan shall be reviewed and administered pursuant to the provisions of this article and Title 9, Chapter 5, Subdivisions of the Greenville City Code for preliminary plats;

(b) Contents. All information as required by section 9-4-166(C) preliminary plat site plan requirements;

(c) The Planning and Zoning Commission shall review and approve the submitted preliminary plat-site plan provided such is in conformance with the approved land use plan and the provisions of this article; and

(d) No building permit shall be issued for any construction within any master plan community until a preliminary plat-site plan has been approved in accordance with the provisions of this article. Building permits may be issued in accordance with the applicable provisions of this article and Title 9, Chapter 5, Subdivisions of the Greenville City Code.

(3) Final Plat. After approval of the preliminary plat-site plan as provided herein, the developer shall submit all information as required below to the Director of Planning and Development Services, or authorized agent, not less than ten working days prior to the scheduled subdivision review board meeting:

(a) The final plat shall be reviewed and administered pursuant to the provisions of this Article and Title 9, Chapter 5, Subdivisions of the Greenville City Code for final plats;
(b) The final plat shall contain all information as required by section 9-4-166(D), final plat requirements;
(c) The subdivision review board shall review and approve the final plat provided such plat conforms to the approved preliminary plat-site plan; and
(d) No building permit shall be issued within any master plan community until a final plat and all covenants, restrictions, easements, agreements or otherwise for such development or section thereof has been recorded in the Pitt County Register of Deeds.

SEC. 9-4-167 SITE DESIGN CRITERIA; GENERAL.

(A) Site planning; external relationship. Site planning in the proposed development shall provide protection of the development from potentially adverse surrounding influences and protection of surrounding areas from potentially adverse influences of the development. Consideration will be given to the location of uses, type of uses, open space, recreation areas, street design and arrangement in the evaluation of the development and its relationship with the surrounding areas.
(B) Site planning: internal relationship.
(1) Service and emergency access. Access and circulation shall be adequately provided for firefighting apparatus and equipment, public and private service delivery vehicles, and garbage and refuse collection.
(2) Utilities. Proposed utilities shall be adequate to serve the proposed development and such utilities shall be extended to adjacent property if it is determined to be in the interest of the city.
(3) Pedestrian circulation. A pedestrian circulation system is encouraged in such development. Walkways for pedestrian use shall form a logical, safe and convenient system of access to all dwelling units, project facilities and principal off-site pedestrian destinations. Walkways to be used by substantial numbers of children as routes to schools, play areas or other destinations shall be so located and safeguarded as to minimize contact with normal automobile traffic. Street crossings shall be held to a minimum. Such walkways, where appropriately located, designed and constructed, may be combined with other easements and used by emergency or public service vehicles, but not be used by other automobile traffic. In addition, bike paths may be incorporated into the pedestrian circulation system and are to be encouraged in such developments.
(4) Open spaces. Common open space shall be proportionally distributed throughout the master plan community and shall be accessible to all the residents via a coordinated system of streets, sidewalks, improved greenways and pedestrian and bicycle paths.

(5) Natural areas. Natural vegetated areas and environmentally sensitive areas shall be preserved to the greatest extent possible. Such areas shall be incorporated into common open spaces and shall not be included as part of future building sites.

(6) Thoroughfares. Where an existing or proposed public thoroughfare included on the approved Greenville Urban Area Thoroughfare Plan is adjacent to or within the proposed master plan community, plans for the master plan community project will reflect said thoroughfares in a manner conducive to good transportation planning. Existing and future thoroughfares shall be provided for in accordance with current policies for the protection of rights-of-way and construction of thoroughfares within the City of Greenville.

SEC. 9-4-168 STREET DESIGN CRITERIA.

(A) For the purposes of a master plan community, three types of streets shall be utilized to provide internal access to the development. The tree types of streets are defined as:

(1) Minor street. Distributors within the master plan community that provide linkage with major streets outside the master plan community; and

(2) Marginal access street. Those streets which connect with minor streets to provide access to individual buildings within the master plan community; ~~and~~

(B) The street design of all master plan communities shall be in conformance with Title 9, Chapter 5, Subdivisions of the Greenville City Code, the Manual of Standards, Designs and Details, and Horizons 2026: Greenville's Community Plan.

(C) Upon approval of the planning and zoning commission, interior roads may be allowed to be constructed as private streets, subject to the requirements of Title 9, Chapter 5, Subdivisions, of the Greenville City Code. Where such private streets are allowed, a property owners' association shall perpetually maintain such private streets in suitable conditions and state of repair for the city to provide normal delivery of services, including but not limited to, garbage pickup, police and fire protection. If at any time such private streets are not maintained by the property owners' association and travel upon them becomes or will be hazardous or inaccessible to city service or emergency vehicles, the city may cause such repairs after a reasonable period of notification to the property owners' association. In order to remove safety hazards and ensure the safety and protection for the development, the city may assess the cost of such repairs to the property owners' association. The city shall have no obligation or responsibility for maintenance or repair of such private streets as a result of the normal delivery of services or otherwise by the city or others using such streets. No private street(s) shall be allowed unless a property owners' association is established for the purpose of providing for and perpetually maintaining such streets. All private streets shall be dedicated to the city as utility easements. Where a private street serves only one lot under separate ownership the property owner of such lot shall assume all responsibilities, duties and liabilities of a property owners' association under this section.

SEC. 9-4-169 UTILTY SERVICES; MAINTENANCE OF PRIVATE FACILITIES.

(A) Where utility facilities are provided on private property, the following shall apply:

(1) Where utility lines, valves, fire hydrants or other utility apparatus are installed by the property owner and/or developer, and such improvements are required to be maintained by the property owner's association or property owner, the city and/or Greenville Utilities Commission may cause such apparatus to be repaired or replaced upon its continued disrepair and after a reasonable period of notification to the property owner. In order to remove safety hazards and ensure the safety and protection for the development, the city may assess the cost of such repairs or replacement to the property owner or the property owners' association.

SEC. 9-4-170 AMENDMENT TO LAND USE PLAN SPECIAL USE PERMIT.

(A) *Minor changes.* Amendments to the approved land use plan special use permit that in the opinion of the Director of ~~Community Development~~ Planning and Development Services do not substantially change the concept of the master plan community as approved may be allowed by administrative action of the Director of ~~Community Development~~ Planning and Development Services or authorized agent. Such minor changes may include, but are not ~~be~~ limited to, small site alterations such as realignment of streets and relocation of utility lines due to engineering necessity. The owners shall request such amendment in writing, clearly setting forth the reasons for such changes. If approved, the land use plan shall be so amended by administrative action of the Director of ~~Community Development~~ Planning and Development Services or authorized agent prior to submission of any preliminary plat-site plan application involving or affecting such amendment. Appeal from the decision of the director of community development may be taken to the City Council within 30 days of the administrative action.

(B) *Major changes.* Amendments to the approved land use plan that in the opinion of the Director of ~~Community Development~~ Planning and Development Services do in fact involve substantial changes and deviations from the concept of the master plan community as approved shall require review and approval pursuant to section 9-4-166(F). Such major changes shall include but not be limited to increased density, change in street pattern, change in ~~hand~~ land use, location of land uses, open space or recreation space location or area, and condition(s) of City Council approval. Appeal from the decision of the Director of ~~Community Development~~ Planning and Development Services may be taken to the City Council within 30 days of the administrative action.

(C) *Authority.* Minor changes may be approved administratively by the Director of ~~Community Development~~ Planning and Development Services or authorized agent. Major changes shall require City Council approval of an amended special use permit. Appeal from the decision of the Director of ~~Community Development~~ Planning and Development Services concerning a minor or major change to the land use plan shall require review and approval pursuant to section 9-4-166(F).

(D) *Variances.* The City of Greenville Board of Adjustment shall not be authorized to grant or approve any variance from the minimum requirement as set forth in this section or conditions as approved by the City Council.