

PARTIAL LIST OF QUESTIONS ANSWERED

Questions compiled from Planters Walk Regarding Text Amendment

1. Under the current SUP, is JPPI 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.

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.

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.

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.

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.

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 in amendment would allow third party usage but would be written to accommodate this to a certain extent. Determining an acceptable extent is the purpose of this public input process.

11. Does the proposed text amendment exempt small private schools from the related zoning ordinance regulations relating to minimum side and rear setbacks, bufferyard 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.

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?
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?
- 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

Rich Balot is not the sponsor of this amendment.

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.

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.

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.

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.

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).

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.

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.