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.

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.

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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?

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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.