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