

May 14, 2020

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

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

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

Most Honorable Commissioners:

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

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

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

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

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

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

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

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

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

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

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

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

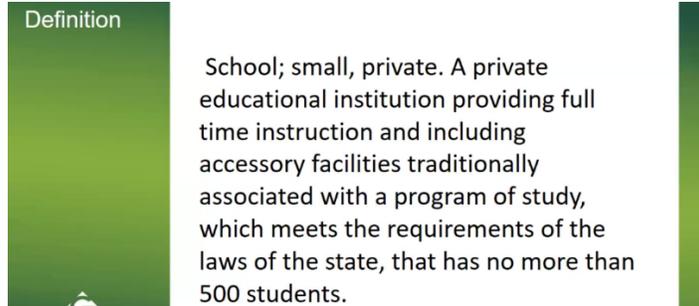
In his introduction, Mr. Sceviour stated: "as city staff, our goal is to act as, kind of, advocates for the community and try and advance things to help them out, protect their interest." To which he began his Power Point Presentation and shared the goals:



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

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



Definition

- School; small, private. A private educational institution providing full time instruction and including accessory facilities traditionally associated with a program of study, which meets the requirements of the laws of the state, that has no more than 500 students.

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

A custom job. And then came the kicker.



New Regulations

- Third Party Rentals are allowed
- Operating hours – limited to 9:30pm on Monday – Thursday, 11pm on weekends.
- Outdoor recreational facility may not be operated independently of school
- Parking requirements to follow same standards as for other schools

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

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

9:30pm Monday through Thursday – weekdays

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

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

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

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

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

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

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

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

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

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

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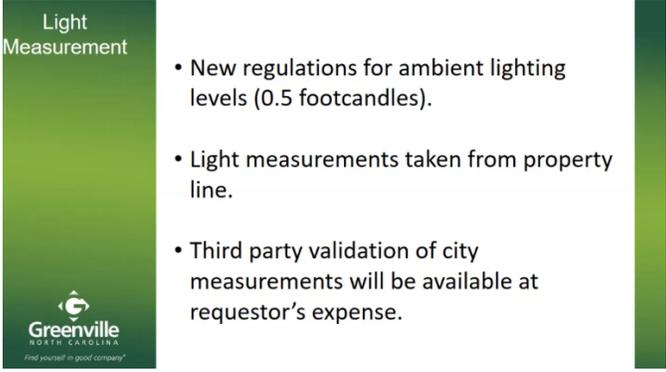
- 11 standards found in the document “Lighting Standards for the City of Greenville” as well
12 as in accordance with the following requirements:
- 13 a. All such lighting fixtures shall be equipped with a glare control package (e.g.
14 directional LED lighting, louvers, shields or similar devices), and any fixtures
15 shall be aimed so that their beams are directed within the playing or
16 performance
17 area.
 - 18 b. Light levels at adjacent property lines shall not exceed ambient light levels by 0.5
19 foot candles in any circumstance.
 - 20 d. Light measurement technique: Light level measurements shall be made at the
21 property line of the property upon which light to be measured is being
22 generated.
23 Measurements will first be taken with the light off and then with the light on to
24 establish a baseline for ambient light conditions. If measurement on private
25 property is not possible or practical, light level measurements may be made at
26 the
27 boundary of the public street right-of-way that adjoins the property of the
28 complainant or at any other location on the property of the complainant.
29 Measurements shall be made at finished grade (ground level), with the light
30 registering portion of the meter held parallel to the ground pointing up. The
31 meter
32 shall have cosine and color correction and have an accuracy tolerance of no
33 greater than plus or minus five percent. Measurements shall be taken with a light
34 meter that has been calibrated within two years. Light levels are specified,
35 calculated and measured in foot candles.
 - 36 e. In the event a dispute between the City and the property owner or lessee over
37 the
38 validity of any light measurements taken by the City arises, then at the expense
39 of
40 the party disputing the claim, an independent engineer may be hired to conduct
41 new measurements. The engineer shall be licensed by the state and shall take all
42 measurements while accompanied by a representative of the city. Both parties
43 shall certify the readings on the independent engineer’s light meter and
44 measurements shall be taken in the same way as described above in 9-4-103

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

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

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



Light Measurement

- New regulations for ambient lighting levels (0.5 footcandles).
- Light measurements taken from property line.
- Third party validation of city measurements will be available at requestor's expense.

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

Mr. Sceviour goes on to represent: ***"during events for the Sound Ordinance, it's not going to be that 60 decibel...that's just not how amplified sound really works...what amplified, outdoor amplified sound requires...an event permit application, but for...a regular sporting event that won't be the case. It'll be restricted by hours...of operation when it comes to this particular ordinance."***

In other words, so long as it's a school... But wait! What about Little League? A participant asks: ***"Greenville Little Leagues would be required to obtain a permit before use because GLL is not related to the school?"*** Mr. Sceviour: ***"the little league will not require an event and permit every time they rent the field."*** Now this is getting confusing. What on earth are my tax dollars paying for here?

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

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

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

The primary thing they are trying to change now!

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

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

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

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

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



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

NOTIFICATION to all neighbors living

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adjacent to the John Paul II Athletic Complex

Tonight (Thursday 7-11-2019)

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

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

Tomorrow night, representatives from the

City of Greenville will be meeting at 5pm on site to complete the final testing of the field lighting.

You are invited to attend the light testing by the city at 5

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

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

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



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

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

Here is that e-mail chain:

From: Elizabeth Blount [<mailto:ebblount@greenvillenc.gov>]

Sent: Thursday, September 19, 2019 1:58 PM

To: Anderson, Patricia; Derrick Smith; Robert Caldwell

Cc: Thomas Barnett; Chantae Gooby

Subject: Meeting with City Staff and Rich Balot

Hello,

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

Elizabeth Blount, CZO

Lead Planner

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

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

I can be available

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

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

I am available.

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

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

I'm available.

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From: Elizabeth Blount <elblount@greenvillenc.gov>

Date: September 20, 2019 at 9:04:21 AM EDT

Subject: RE: Meeting with City Staff and Rich Balot

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

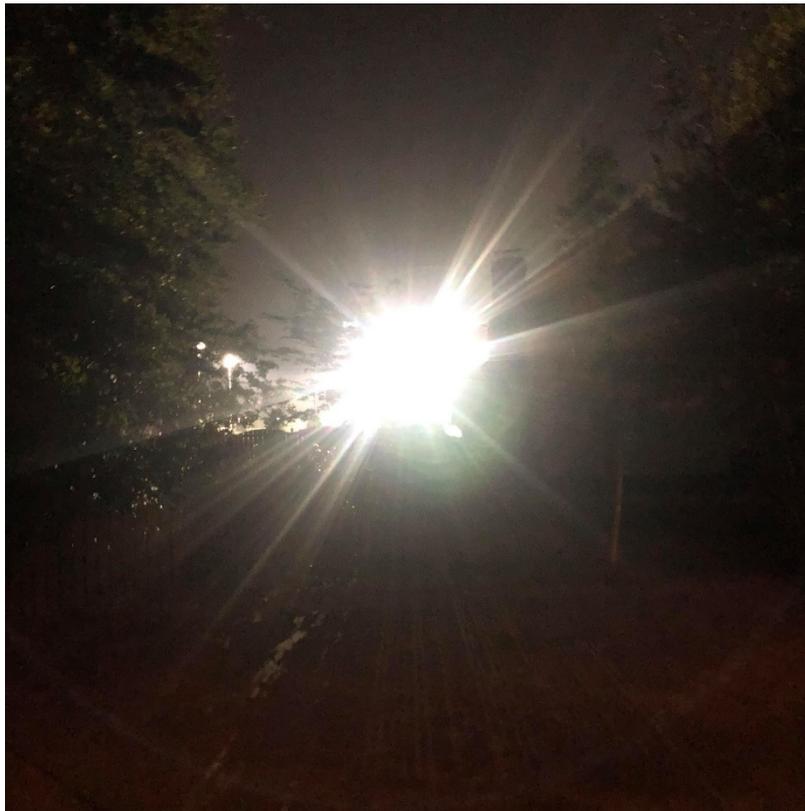
Elizabeth Blount, CZO

252-329-4608 (office)

252-493-2007 (cell)

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

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



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

From: Chantae Gooby <cgooby@GREENVILLENC.GOV>

Date: October 7, 2019 at 3:57:15 PM EDT

To: Robert Caldwell <dave.caldwell13@gmail.com>, Elizabeth Blount <eblount@greenvillenc.gov>

Cc: Derrick Smith <dsmith@thewootencompany.com>, Thomas Barnett <TBarnett@greenvillenc.gov>, "andersonp@ecu.edu" <andersonp@ecu.edu>, "Ken A. Graves" <KAGraves@greenvillenc.gov>, Bryan Fagundus <Bryan@arkconsultinggroup.com>, Eddie White <whiteconstructionanddesign@gmail.com>, "richbalot@hotmail.com" <richbalot@hotmail.com>, Lisa Kirby <LKirby@GREENVILLENC.GOV>, "John Paul Harrell" <JHarrell@greenvillenc.gov>

Subject: RE: Meeting with City Staff and Rich Balot

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

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

Thanks.

Chantae

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

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September 25, 2019

City Hall, Conference Room 337

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

Attendees:

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

Quail Ridge

Ginger Livingstone 2007 P Quail Ridge

John Paul II High School Rich

Balot, 4JPII Owner Craig
Conticchio, Principal
Bryan Fagundus, Ark Consulting Group
Eddie White, General Contractor Michael
Morgan, Facilities Coordinator Joseph
Balot, student

City Staff

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

Issues from residents:

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

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

Responses from representatives of JPII

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

May 14, 2020

- Currently, there are no third parties using the field
 - Per the SUP, allowed to use sound system, but are only using for home games (varsity and JV for high school) even though they could use for practice, too
 - Portion drains to Quail Ridge (piped outlet) side, there are perimeter swales that take water back to 14th Street
 - Athletic complex's stormwater detention is designed according to City standards for 10-year storm
 - There is existing drainage within Planter's Walk that is clogged
 - In the past, the agricultural field was acting as a "basin" for the water from Planters Walk
 - Since development all of the water from the athletic complex now drains through a piped outlet in Quail Ridge or a drainage swale to 14th Street
 - Drainage issues within Planter's Walk need to be evaluated by the property owners to determine if drainage pipes/easements are clogged
 - Lights are pointed on the ground and were guided they by lasers
 - Lights are 80 feet tall
 - Possible lights and speakers have moved since Hurricane Dorian; will have them checked
-
-

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

From: Michael da Silva <michaeldasilva50@gmail.com>

Date: October 9, 2019 at 2:41:00 PM EDT

To: "Ken A. Graves" <KAGraves@greenvillenc.gov>, Chantae Gooby <cgooby@GREENVILLENC.GOV>

Cc: Patricia Anderson <andersonp@ecu.edu>, Robert Caldwell <dave.caldwell13@gmail.com>

Subject: Review and Clarifications to Synopsis of JPII Meeting held on September 25, 2019

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

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

May 14, 2020

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

Dear Ken and Chantae:

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

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

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

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

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

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

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

In the article, two of the school’s representatives talk about having installed a “field turf surface” in a “lighted field turf stadium”. According to Sean Murphy, the school’s athletics director, he boasts: “you never have to worry about weather, rain...We could have six days of straight rain, and we could play on that surface because it drains so well.”

The reporter for the Reflector, Kim Grizzard, notes, “No expense has been spared throughout the \$10 million athletics campus.” Quoting Doug Smith, the school’s director of recruiting and advancement, she writes, “Smith said 8,000 truckloads of dirt were used to build up the property. The football field is now eye-level with the first-floor ceilings of Quail Ridge town homes, which are located behind it.” “Somebody made the joke if we ever get another hurricane, that's going to be the highest place in Greenville to go,” Smith said.

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

I found that a small dump truck hauls about 5 cubic yards; a large dump truck hauls about 10 cubic yards; and a semi-dump trailer hauls upwards of 20 cubic yards. I am attaching a web page from an Illinois contractor which goes into the uses and capacity of semi-dump trailers. And given that these 8,000 truckloads of dirt were semi-dump trailers, I will use the 20 cubic foot measure to estimate the total cubic footage added in raising the elevation during the regrading of the property.

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The Calculation:

So, 20 cubic yards times 8,000 truckloads translate to 160,000 cubic yards of fill.

Jumping then to the converter, 160,000 *square yards* would cover 33.05 acres. Thus, *cubic yards* would cover that acreage to the height of 3 feet end to end.

Given that the area involved is 23.5 acres, one can see that the elevation would have been raised to a height of roughly 4* feet ($33.05/23.5*3=4.22$) from end to end of the property if distributed evenly.

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

Thus, the synopsis is in significant error when it states the property was raise by 6-8 inches only; the difference is monumental and may well be the cause for flooding out adjacent properties.

Accordingly, I would like to address some of the bullets in the second section **Responses from representatives of JPIL**.

Staying with the drainage issue for the moment, the bullets seem to indicate that the only area where drains have been employed is where "portions" have been drained to a piped outlet on the Quail Ridge side and that the remainder carries water through perimeter swales back to 14th Street. Thus, there appears not to have been a full perimeter drain in the planning to carry excess runoff from the fields to the city storm drain system.

One bullet floats a trial balloon that the agricultural field was "*acting as a 'basin' for the water from Planters Walk*". And another bullet posits that "*Since development all of the water from the athletic complex now drains through the piped outlet in Quail Ridge or a drainage swale to 14th Street*". And finally, other bullets suggest that the existing drainage in Planters Walk is "*clogged*" and needs to be addressed by the property owners.

This is a blatant attempt to shift the burden of curing the drainage problems created by the regrading of the athletic complex onto the homeowners and/or the subdivision where there was never a problem of drainage in the past. As for the clogging of the swales, 35 years of ploughing the farm field may have greatly contributed to that issue. Yet since the mid-eighties when the residential subdivisions began to build out, there doesn't appear to have been a problem between the farmer and his neighbors as to drainage. While there may have been low spots in the field that accumulated water at times, these continued to drain without flooding properties in the subdivision until the significant raising and regrading and compacting of the athletic complex by the current developer.

To the point on the drainage issue, under the provisions of the SUP, **Item 4. * (D) Detriment to Public Welfare**, where it is clearly stated that "*The proposed use will not be detrimental to the public welfare or to the use or development of adjacent properties or other neighborhood uses*".

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

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

Also, we were promised 20 feet of green space around the periphery of the project and that too has not been completely provided for.

So, as an affected property holder, I am interested that the record be precise and that you as our custodians at City Hall have recorded and have as clear an understanding as possible as to the harm we are suffering in this ongoing struggle. We want to protect our homes and property values and not be subjected to unnecessary infringements upon the regular enjoyment of our properties. And the aggregate contribution in tax revenues from all affected residential property holders adjacent to the athletic field significantly outweighs the substantially discounted property tax this development appears to enjoy. We are community members deserving of your consideration and concern.

And so, I reiterate, as bulleted in the synopsis, that it “May be helpful to do a comprehensive outreach to other neighbors to bring everyone to the table because there are probably other folks that are impacted”. And then to hold the developer to the fulfillment of the SUP in the spirit of good neighborliness they profess to espouse which they can do by curing the defects.

Sincerely,

Michael da Silva
1802 Pheasant Run
Planters Walk Subdivision

ATTACHMENTS:

May 14, 2020

Attachment 1:



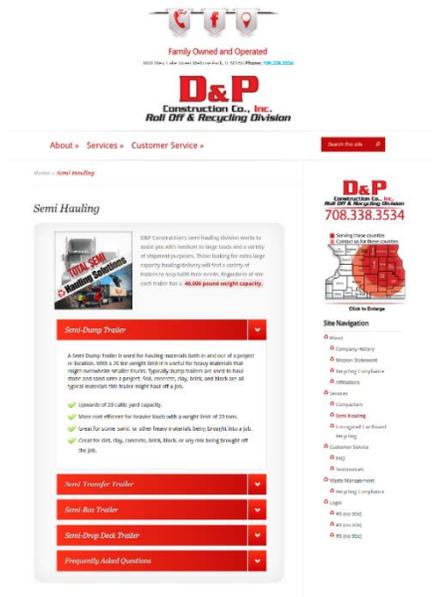
Elm Street Park – Nighttime

Attachment 2:



Elm Street Park – Daytime

Attachment 3:



Attachment 4:

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\$10 million complex includes turf field, modern equipment

By Kim Grizzard
The Daily Reflector
Sunday, January 20, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 of 3
Sean Murphy, Athletic Director and Head Football Coach stands on the new field turf at John Paul II Catholic High School, Wednesday. The field will be used for football, soccer and lacrosse.

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May 14, 2020

THEN VIA U.S. MAIL:



PLANNING AND
DEVELOPMENT SERVICES

November 18, 2019

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

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

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

Dear Mr. Balot and Mr. White,

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

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

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

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

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

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

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

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

Sincerely,



Thomas Barnett
Director of Planning and Development Services

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

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

Railroaded! Steamrolled!

This is how "Good Neighbors" treat one another?

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

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

Ms. Gooby delineated the 31-acre property and brought the board up to date with the submitted letters from the petitioner and other stakeholders. Ms. Gooby then shared the history of the property's Special Use Permit and its current zoning. Informing the board that if the rezoning is granted the Special Use Permit will be nullified. Ms. Gooby also gave the board the definition of "spot zoning" as it is has been a concern raised by the affected parties. Because of the noise and lighting use of the athletic complex, the surrounding neighborhoods have expressed dissatisfaction with the complex. Complaints have been voiced with the city, property owners and the benefactor; however, the rezoning request could open the door for the Special Use Permit conditions to be set aside. In staff's opinion, the request is not in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. Staff recommends denial.

Mr. Parker asked if there were other avenues for the petitioner to take other than rezoning the entire property.

Ms. Gooby replied there were two different paths that both hold uncertain results. One path is to go back before the Board of Adjustment and re-open the Special Use Permit to change the conditions. Alternatively, the petitioner and staff possibly can work on a text amendment and that would be if appropriate terms could be met without compromising the city code. Both options have no certain outcome.

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

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More from the minutes:

Mr. Parker asked: Have you met with the HOAs?

Mr. Balot replied: We've tried. There has been communication in various forms.

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

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

And again, from the minutes:

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

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

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

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

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

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

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

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

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

And to a follow up question, he had this to say: ***"But, you know, like I said, we're not takin' any responsibility for the draining to be clear for the drainage. But we're happy to try and help out and I'm happy to see if our engineer can assist with some of it. But there's some problems inside the neighborhood that previously when it was a farm field, the farmer loved having extra drainage there. But as far as the way the rules go, you're responsible for the water that's on your property. And none of our water's actually draining on to the neighbor's property. It's all going through the proper drain flow system. The problem is that since our property's been built up, some of your land can no longer***

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drain onto ours which is not our responsibility. So, I know that's a tough situation and I understand that it wasn't that way beforehand. And so probably not that much fun. But again, e-mail me. I'll get you in touch with the engineer and we'll see if there's something we can do to try and help out with your specific issue related to water.

Well, I'm not sold. If they built up the football field to a level of eight feet at the center and sloping to six feet at the perimeter, why does that sheet of water not flow to the perimeter like the water sheet in the front of the property? And if there's a reservoir of rock under the field, what does that sit on? Hard pan? Well, it doesn't take a wild imagination to see that in a torrential rain that rock reservoir might fill up. And what would it do then in seeking the lowest level as water is wont to do. Well if the drainage pipes are at a at capacity and the rock reservoir begins to backfill, one would think that it would seek release at the sides. Perhaps that's how homes that were never flooded through thirty years of hurricanes through Floyd and on up are finding themselves with standing water under their homes where they never had a problem before.

And this trial balloon they keep floating that our properties had always drained into the farmer's field and now they can't so do. That's more hogwash. My neighbor diagonally opposite me has had problems for as long as I've been here, and that's going on now eleven years now, where the farmer's field has drained on his property. It was so bad that when the former owners tried to sell, they couldn't. They had to completely replace all the foundational wood joists because of the wood rot, put in a quality moisture barrier and install a continually running dehumidification system in order to get the house under contract. And to this day when rains are heavy, there is still standing water halfway up their back yard coming in from the athletic complex.

The fact is that the topography was irregular with some spots higher, some spots lower. But if the two properties at the end of Old Mill Court are only now having water issues (and they are) where they never had issues before, it only stands to reason that it's the elevation of the sports field that is the culprit.

And the **Special Use Permit** again is clear: **#4 (F) Injuries to properties or Improvements. The proposed use will not injure, by value or otherwise, adjoining or abutting property or public improvements in the neighborhood.**

The fact is that the developer didn't install a perimeter drain. He didn't put in a sound barrier. And he went with eighty-foot light poles that illuminate the entire neighborhood. These to the injury of so many of my neighbors.

And so, the core and essential tactic is to deny it's his problem and try every trick in the book to set aside the **ORDERS** contained in the **Special Use Permit**.

Now, the petitioners may say: Who is this guy all full of sour grapes. He's just a grumpy old man who doesn't like kids. Or perhaps he's opposed to Catholic school education.

May 14, 2020

The fact is I am a product of Catholic school education. I attended parochial school grades one through eight. It's where I learned to read, and to write. It provided me with my math skills. So, my bone to pick is not with the nature of the school or their having a nice facility for their students. Fact is, I have two friends whose daughters are both in attendance at John Paul II and enthusiastic members of the sporting teams there. I glad for them that they have such a nice facility to use. They are wonderful girls. But one other thing I learned in Catholic school is that **"Thou shalt not tell a lie!"** And when Mr. Balot states that: ***"it's never something that the school promised to, as far as not wanting to allow third parties using the complex"***, Mr. Conticchio is at a minimum not being forthright by remaining silent.

And so, if it isn't all sour grapes, what is it all about? Well, I'll tell you. It's about quality of life. It's about having peace at home. And above all it's about property values. Who would want to have loud and boisterous games seven days a week going on to all hours of the evening? Will the residents never be able to have enjoyable family gatherings without finding them drown out by high energy music? This so-called **Text Amendment** would potentially allow for continual use of the complex seven days a week. And what kind of effect would that have on salability and price. And why should the residents of Planter's Walk have to endure this continual abrasion so the community at large can have a quick fix to its need for better playing facilities. Shouldn't providing that be a burden to be shared by all the citizens. And now, as a new tax assessment is about to take place, will we find our selves having to pay more when in fact our properties are worth less. It's unconscionable!

And then, what's next? Will the operator decide to install 5G transformers atop the eighty-foot light poles because, why not, the poles are there, and then, make of his facility a sports mecca capable of Ultra High Def transmissions? While we the neighbors get bombarded with microwaves? I must say at this point, I wouldn't doubt it. Mr. Conticchio was right to thank us for our patience. We are due his thanks. After two plus years of construction and the myriad of damages suffered to different degrees by different residents. I, personally, will testify that this has been exhausting. Particularly, the continual need to be on guard in defending oneself and one's interest. I for one am exhausted.

So, I am asking you, the Commissioners, with all your wealth of knowledge and experience, to consider deeply the harm that would be cause to the three neighborhoods, and longer-term the negative effect such an ordinance would have on the greater Greenville community and quash this specious thing in its tracks. And further, I think it would be highly appropriate to commence an investigation as to how the Certificate of Occupancy for lighting was ushered through. There's something rotten in Greenville and it needs cleaning.

With that I humbly submit my comments.

With deep respect, I remain,
Michael da Silva
Greenville Resident, Planter's Walk

CCs: See e-mail cover

Public Comments to City of Greenville Planning & Zoning Commission Meeting, Monday June 11, 2020
publicinput@greenvillenc.gov

Commissioners, petitioners and community residents of the Planter's Walk, Planter's Trail and Quail Ridge subdivisions and other interested parties from the greater Greenville City community at large:

I had wanted to come before the **Planning and Zoning Commission** last evening to offer constructive input to the matter put before the **Commission** in regard to the petitioner's (**4JP11,LLC**) request for a **Private Schools Text Amendment** to the **City of Greenville Ordinance**, carving out a new class distinction for small private schools from the currently un-disambiguated ordinance as regards all schools inclusively, but time ran short. And so, I offer additional public input in the alternative.

The **Text Amendment** provided to the commission is a terrible insertion to citywide law that is specious in the genesis of its origins as well as to its purported intent. The petitioner together with the **City Planning Department** aver this change in law would **"Protect the surrounding neighborhoods, but...accommodate the needs of the broader community...at large"**. While it may be true that it accommodates some needs of the broader community as regards the need for sporting facilities for youth leagues, it certainly does not protect the surrounding neighborhoods. And its implications, beyond securing a short-term fix for the lack of sufficient fields of play for youth sport in the city, risk unforeseeable harmful consequences down the road for the entire city at large.

At a May 5 Zoom webinar hosted by the petitioner, **4JP11,LLC**, in presenting the new **Text Amendment**, Mr. Sceviour from the **City Planning Department** stated that the new regulations as regards **Third Party Rentals Being Allowed** **"isn't just for this project, this is for any school that might meet this definition."**

And also, at that webinar, the host, Mr. Balot stated, **"I'm understanding that they're writing this code not just for us but for general usage...the code is not being written just for us"**. Yet earlier in his discourse, Mr. Balot said: **"we asked the city to work on a Text Amendment that would be a modification of the existing city code with us. And we proposed that. And so, now we've asked them to share with you the current proposal that will be going before Planning and Zoning."**

And Mr. Sceviour also prefaced his above statement saying: **"the cap on this type of facility would be 500 students. Which I think fits within the intention of the operators here in this case."**

And just last night, Amanda Bambrick, attorney for Mr. Balot and **4JP11, LLC**, stated: **"So, we spent the balance of several months working with the city under the city's procedures in sort of a collaborative process trying to work out a really...We understand with Text Amendments, right, they're going to be applicable to the whole city, so they have to be narrowly tailored so that you don't get in, sort of, any other unintended consequences. So, we felt we could work really closely with the city, and we definitely took their lead on many, many issues. And I think what we got was a narrowly tailored Text Amendment..."** I ask: Tailored for whom?

In all these several months of collaborative working between the developer and **City Planning**, why was there no outreach to the adjacent communities. Mr. Balot was asked in December by the **Planning and Zoning Commission** to engage with the homeowners in order to forge a communication regarding disputes. Yet since then, there has been no outreach from either the developer or the **Planning Department** to the affected neighboring communities.

In essence, this **Text Amendment** is a custom job written by the **Planning Department** for the benefit of the developer seeking an end game to run around the provisions of the **Special Use Permit**, which protect the surrounding neighborhoods, and to set that aside. And the contents of the **Amendment** do

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anything but ***“Protect the surrounding neighborhoods...”*** as Mr. Sceviour avers. So, why is the city doing this? Why have we been forsaken?

Rather than to try to circumvent the **Special Use Permit** (for the second time in five months), why doesn't the operator engage with the community to see if there may be a way to amend it.

If the promised care for the neighborhoods can finally be met, perhaps the community might not be so resistant to supplementary fields rentals by the operator.

In essence, cure the defects in regard to **light, sound, and water**; and put in a **meaningful green buffer** as was promised, and then perhaps the community would be willing to allow more usage of the fields.

But, better protections than are written into the current proposed legislation would need to be inserted, e.g. caps on days in addition to hours so that the adjacent community does not wind up being subjected to fields usages ranging from 13 to 16 hours a day, seven days a week. That's untenable.

In fact, during the Zoom webinar of May 5th, one of the participants identified in the Q&A dialogue as **bdk** proposes a cap on days as a way to make third-party rentals more palatable to the community, to which Mr. Balot says: ***“Just a comment there, not a question”***, and moves on without discussing the idea. Clearly, he wants no limitations whatsoever.

Now, much has been said on the topic of whether these new proposed **“Third Party Rentals”** are for profit or not. In essence, does the operator and the school intend to make money while the adjacent neighborhoods pay the price in the form of perpetual light and noise intrusion and pollution, and in the corresponding sacrifice of home values due to the overpowering impact of these activities on their ability to sell?

As far as I'm concerned, and I suspect I'm not alone, I could care less if the operator and the school turn a profit. That's how institutions remain solvent, by being able to meet and/or exceed their expenses.

So, let's look at the type of entities involved here:

- 1.) **4JP11, LLC** is a **Sole Member Limited Liability Company** whose nature of business is recorded with the **Secretary of State** as being in the business of **“Real Estate Investment”**.
- 2.) **RB4 14th Street, LLC** is a **Sole Member Limited Liability Company** whose nature of business is recorded with the **Secretary of State** as being in the business of **“Private School”**.

As such, both entities are required to file with the **IRS** and the **NC Department of Revenue** a **Sole Proprietorship, Profit or Loss from Business Schedule C** on the **Form 1040** of said **Sole Member**.

So, the question becomes: How staggering are the current losses from operations that the developer is so desperate to set aside the **Special Use Permit** in order to maximize revenues in the form of **Sports Fields Rentals**?

And perhaps the statement by Mr. Balot that: ***“No. There is no need to bring in other schools to rent the facilities... our concept there has to do more with opening it up to allow other folks in the community. It's not for moneymaking. That is not the goal for this.”*** Or his statement that: ***“any money received will be just to cover cost, paying someone to clean up after them. That's if we charge money. A lot of times we're not even gonna charge. It might be set up in the form of a... Charge money just to cover the costs, you know, if they don't do a good job cleaning, or something like that. We are not doing this***

for a fund raiser; that is not the purpose.” Perhaps these statements are half-truths in that it may not be their expectation to turn a profit, at least in the short-term while the school is building out to full targeted enrollments. The depreciation alone on the investment to date of multiple millions on regrading and lifting the fields of play up six to eight feet; or the additional multiple millions spent on pro stadium lighting for the fields, and state of the art sound systems and the gym all together may make it impossible to turn a profit for years to come given the longer-term nature of boosting enrollment. And so, the need for the rentals would go more toward limiting losses than turning a profit. In essence, that the operator wishes to stop the cash hemorrhage of this money pit (and for that, I cannot blame him; and I am not insensitive to this potentiality).

However, the developer and school chose to represent to the adjacent neighborhoods that the fields would only be used by **St. Paul’s** and **St. Peter’s** schools; and they chose to agree to the provisions of the **Special Use Permit** wherein in the **DECISION AND ORDER No. 3. Letter D.** specifically states that: **“The athletic complex shall only be used for school related activities. No third-party agencies apart from the school shall be permitted to use the complex.”** This was their promise going in for which the community welcomed them with open arms with little or no exceptions. And now, they are persistent in trying to evade those terms if not for profit, then for loss limitation.

No one from the neighborhoods forced them to spend \$10 – 12 million developing this complex. That decision was theirs and theirs alone. So, if we are now resistant to opening up the fields of play to a seven day per week schedule, it is because they have not taken care to adhere to their other obligations as regards light and sound, or the topographical change that has brought about water issues in parts of the neighborhood. And neither have they put in a meaningful twenty-foot buffer of vegetation to insulate us from the light and noise pollution they are causing as was promised.

If, however, they undertook their obligations seriously and moved to plant a meaningful green buffer, shield the lights better so we are not blinded, install at least a partial perimeter drain in the areas affected with water accumulation when torrents pass through and install a sound barrier to further minimize the noise intrusion to the neighborhood, they might find their good neighbors willing to see amended the clause as to “third-party agencies” in order to allow the school the ability to rent their fields and generate income, providing there be a meaningful cap on days of use in addition to hours of use so that we’re not bombarded with noise and light pollution for more than half the hours of every week. Allowing for eight hours of sleep a night, we’re given about three and a half hours of peace a day under the latitude of the current provisions in the **Text Amendment**. And that is odious.

And again, I am not insensitive to what may be a staggering cash flow drain by the current financial scheme at JPPI; the straight-line depreciation expense on \$12 million of capital investment in the facilities over thirty years would amount to a \$33,333. a month hit to their P&L alone. What with the cost of grounds maintenance and heat, light, and power not to mention security at games, the losses have to be staggering given the current enrollment base of a hundred and sixty students? No bank would have financed this deal. And this \$12 million of capital investment was an up-front cash layout (if it weren’t financed), so I could imagine Mr. Balot feeling a bit tapped out at the moment regardless his wealth or resources.

As Mr. Balot said at the hearing last night, ***“This is a charity project for me and our goal here is to basically open up a facility for others in the community including, unfortunately, although they don’t necessarily agree, the neighbors, some of which are complaining. We previously allowed them to use***

our cafeteria for H.O.A. events, we can no longer do that. We used to let the city or county use our building for voting; we can no longer do that...we have parts of our complex...that wouldn't impact them at all that we are not allowed to use."

As regards their allowing our H.O.A. the use of their cafeteria for H.O.A. events, they invited us to a meet and greet on October 24, 2017 in their cafeteria to promote their agenda of building out an athletic sports complex for the school. That was hardly us using their facilities but rather them using their facilities to sell us on a proposal so that opposition might be limited or stifled.

And as regards this being charity, this is not a straight up philanthropic endowment where the donor has provided a check up-front for the school to develop their own sports facilities. But rather, this is a complex of business entities whose net losses provide tax deductions for the proprietor in lieu of a deduction for charitable gifts. And it's really just a matter of semantics as to how Mr. Balot gets a tax write-off for this community investment. But the real difference lay in the fact that Mr. Balot owns the athletic complex and Mr. Balot also owns the school. And if down the line, as enrollments build out to their targeted numbers, and as Mr. Balot can somehow be allowed to sublet the fields (if on a limited scheduled basis) to lucrative contracts with competitions or tournaments, he ultimately stands to make a buck which would negate any claim to charity at all.

Nonetheless, I am not chastising Mr. Balot for his spirit of generosity to the community because of the vehicle he has chosen to express it in. I am only trying to call to mind the true nature of his plan's structure and how it differs in its form of philanthropy from a real charity. Instead of chastising him, I actually applaud the generosity of his investment in the community. Many an individual of similar or like means might never spend a dime to give back to the community that had sustained them. And for that, Mr. Balot certainly is due credit and I, for one, will give credit where credit is due.

But where credit is not due is in his stinting on follow-through to ensure that the adjacent communities are not bombarded with light and sound pollution. Last night he went on to say: ***"This is a charity project for me, I'm not making any money off of it, in fact I'm paying Miss Amanda there quite a bit to speak tonight and other times, so...Les knows attorneys aren't cheap, but to that extent, I'll yield..."***

If he would only take the money he's spending on high-powered legal counsel to run end games around the **Special Use Permit** and apply that to curing the defects where he has neither met the letter nor the spirit of the **Order** in the **Special Use Permit's Decision**, it might go a long way toward solving his problems with the neighbors.

Instead, he denies any responsibility for the negative impacts he has caused to the adjacent communities, refuses to take any curative measures, and now wants to just obliterate the protective covenants in the **Special Use Permit** to absolve himself of its constraints, and what's worse turn this complex into an 18½/7 working sports business.

And when it comes to community investment, at the December 17th **Commission** meeting, I submitted a spreadsheet to assist commission members in appreciating the homeowners' contribution to the city.

Taking a subset of the community properties which I refer to as the 1st Tier (being the properties which actually abut the school and athletic complex), as reflected in OPIS in 2019, that tier alone has a 20% greater investment in property and improvements than does the school and complex. And their tax contribution to the county and city is 40% more than that of the school and athletic complex combined.

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If you were to then extrapolate to the 2nd Tier, and then on again through the 3rd through 6th Tiers (which would represent all the properties from the corner of Planter’s Walk and Crooked Creek Road comprising the parcels on Hunter’s Run, Pheasant Run, Plantation Circle and Old Mill Court all the way to the hammerhead at the other end of Crooked Creek Road), community investment by the homeowners in the neighborhood dwarfs that of John Paul II and its Athletic facility. See chart below:

PARCEL #	ADDRESS	SUBDIVISION/ SECTION/ PHASE	ACRES	YEAR BUILT	TOTAL BUILDING		EXTRA FEATURES VALUE	LAND VALUE	TOTAL VALUE	CURRENT MARKET VALUE	2,015 MARKET VALUE	TOTAL TAX BILLED	TAX DISCOUNT	NET TAX COLLECTED
					AREA	VALUE								
FIRST TIER - ADJACENT PROPERTIES:														
PLANTER'S WALK/PLANTER'S TRAIL:														
43026	2904 Hunter's Run	Planter's Walk	0.63	1986	1,729	98,702	470	30,000	129,172	129,172	127,545	1,689.94		1,689.94
43027	2902 Hunter's Run	Planter's Walk	0.49	1986	1,624	106,132	310	30,000	136,442	136,442	134,893	1,780.89	19.18	1,761.71
43028	2901 Hunter's Run	Planter's Walk	0.54	1986	1,684	94,715		30,000	124,715	124,715	131,709	1,634.19	17.53	1,616.66
43042	1800 Pheasant Run	Planter's Walk	0.55	1987	1,761	106,469	17,580	30,000	154,049	154,049	164,302	2,001.14		2,001.14
43043	1801 Pheasant Run	Planter's Walk	0.48	1990	2,690	168,589		30,000	198,589	198,589	207,339	2,558.35	27.91	2,530.44
43053	1800 Plantation Circle	Planter's Walk	0.49	1990	2,490	158,993		30,000	188,993	188,993	197,324	2,438.30	26.56	2,411.74
43054	1801 Plantation Circle	Planter's Walk	0.53	1991	2,298	166,034	18,590	30,000	214,624	214,624	213,404	2,758.94	30.17	2,728.77
43062	1800 Old Mill Court	Planter's Walk	0.40	1989	2,450	164,627		30,000	194,627	194,627	204,883	2,508.78	27.36	2,481.42
43063	1801 Old Mill Court	Planter's Walk	0.42	1988	2,218	182,995	1,290	30,000	214,285	214,285	186,817	2,754.70	30.12	2,724.58
43067	2201 Crooked Creek Road	Planter's Walk	0.39	1994	2,250	176,815	1,360	30,000	208,175	208,175	211,095	2,678.27	29.25	2,649.02
52222	2203 Crooked Creek Road	Planter's Trail	0.31	1993	2,362	187,436	2,690	30,000	220,126	220,123	218,997	2,827.78	30.94	2,796.84
52221	2205 Crooked Creek Road	Planter's Trail	0.32	1993	2,430	185,081	640	30,000	215,721	215,721	214,225	2,772.67		2,772.67
52220	2301 Crooked Creek Road	Planter's Trail	0.31	1994	2,080	167,683		30,000	197,683	197,683	198,258	2,547.01	27.79	2,519.22
52219	2303 Crooked Creek Road	Planter's Trail	0.41	1994	2,689	177,978	470	30,000	208,448	208,448	209,749	2,681.68	29.29	2,652.39
52241	2308 Crooked Creek Road	Planter's Trail	0.46	1999	2,893	218,235		30,000	248,235	248,235	254,582	3,179.41	34.89	3,144.52
Total Planter's Walk/Planter's Trail			6.73		33,648	2,360,484	43,400	450,000	2,853,884	2,853,881	2,875,122	36,812.05	330.99	36,481.06
QUAIL RIDGE:														
44970	2015 A Quail Ridge Road	Quail Ridge	0.08	1987	1,978	93,625		35,250	128,875	128,875	139,181	1,686.23		1,686.23
44971	2015 B Quail Ridge Road	Quail Ridge	0.04	1987	1,468	74,040		18,000	92,040	92,040	94,230	1,225.42	12.94	1,212.48
44972	2015 C Quail Ridge Road	Quail Ridge	0.05	1987	1,208	61,368		22,500	83,868	83,868	87,931	1,123.19	11.78	1,111.41
44973	2015 D Quail Ridge Road	Quail Ridge	0.03	1987	1,188	60,289		12,000	72,289	72,289	73,862	978.33		978.33
44974	2015 E Quail Ridge Road	Quail Ridge	0.05	1987	1,208	61,368		22,500	83,868	83,868	87,931	1,123.19	11.78	1,111.41
44975	2015 F Quail Ridge Road	Quail Ridge	0.08	1987	1,828	86,335		33,750	120,085	120,085	129,575	1,576.26		1,576.26
44976	2015 G Quail Ridge Road	Quail Ridge	0.04	1987	1,518	71,797		19,500	91,297	91,297	95,923	1,216.12	12.83	1,203.29
44977	2015 H Quail Ridge Road	Quail Ridge	0.06	1987	1,987	70,164		26,250	96,414	96,414	101,107	1,280.13	13.56	1,266.57
46192	2041 F Quail Ridge Road	Quail Ridge	0.08	1988	2,021	95,498		35,250	130,748	130,748	141,290	1,709.65	18.38	1,691.27
44979	2043 A Quail Ridge Road	Quail Ridge	0.06	1989	1,444	69,751	370	21,224	91,345	91,345	96,064	1,216.72	12.84	1,203.88
49350	2069 G Quail Ridge Road	Quail Ridge	0.06	1990	1,400	72,206	410	25,100	97,716	97,716	102,866	1,296.42	13.73	1,282.69
49351	2081 A Quail Ridge Road	Quail Ridge	0.07	1990	1,620	81,140	390	32,400	113,930	113,930	122,777	1,499.27	16.02	1,483.25
49352	2081 B Quail Ridge Road	Quail Ridge	0.05	1990	1,512	84,487	500	21,000	105,987	105,987	110,628	1,399.90		1,399.90
49353	2081 C Quail Ridge Road	Quail Ridge	0.06	1990	1,173	62,443	360	24,200	87,003	87,003	91,101	1,162.41		1,162.41
49354	2081 D Quail Ridge Road	Quail Ridge	0.04	1990	1,484	76,319	310	17,800	94,429	94,429	96,394	1,255.30	13.27	1,242.03
49355	2081 E Quail Ridge Road	Quail Ridge	0.04	1990	1,488	77,926	330	19,400	97,656	97,656	99,661	1,295.68	13.73	1,281.95
38450	2081 F Quail Ridge Road	Quail Ridge	0.09	1990	2,402	119,138	370	41,200	160,708	160,708	173,843	2,084.45	22.58	2,061.87
Total Quail Ridge			0.98		1,317,894	3,040	427,324	1,748,258	1,748,258	1,844,364	23,128.67	173.44	22,955.23	
TOTAL FIRST TIER			7.71		3,678,378	46,440	877,324	4,602,142	4,602,139	4,719,486	59,940.72	504.43	59,436.29	
4PIII LLC:														
39147	School	N/A	6.81	1985	22,460	2,180,343	118,840	170,250	2,469,433	2,469,433	1,730,057	30,892.60	347.07	30,545.53
06793	Athletic Complex	N/A	23.49	2018	14,780	843,547		469,800	1,313,347	1,313,347	471,030	11,222.54	56.12	11,166.42
TOTAL SCHOOL & COMPLEX			30.30		37,240	3,023,890	118,840	640,050	3,782,780	3,782,780	2,201,087	42,115.14	403.19	41,711.95

So, again, why have we been forsaken?

Can the city really want to destroy the real property value of three subdivisions?

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

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

Re: Public Input on the Proposed Private Schools Text Amendment

Most Honorable Commissioners:

As I sat listening on Public Access TV to the proceedings last night related to the above referenced agenda item, I became more confused than ever. The city Chief Planner proceeded to provide an historical summary of the agenda item in which she indicated the following:

“Any other schools currently operating right now will not be affected by this; they can continue to operate as they always have. However, new projects that came in would come under this text amendment if it is approved. So, whatever version that is approved of at any new small private schools would fall under these jurisdictions or under these rules. So even though I know that we’re talking JPII specifically, this text amendment is citywide.”

What on earth does this mean?

Does this mean that the Text Amendment does not apply to JPII? And as such, does the Special Use Permit remain intact? Is the SUP in essence grandfathered in, such that the neighborhood protections are and will remain in force? After all, JPII was already built out prior to the creation of this amendment and so should not be affected by its adoption according to the above (il?) logic. And if so, then there is much ado about nothing and a simple clarification that the SUP remains intact and the neighborhoods remain protected under the provisions therein would dissipate entirely the opposition to the amendment. But rather, I think not. It would seem to be just another bumbling incoherence out of the Planning Department.

An historical summation of what has transpired over the past year and a half is not so simply stated as was presented last evening by the Chief Planner. And the oversight of the eighteen months prior to that, during the construction phase, is not accounted for. There was much omission in what was a glossing over of the deeply complex nature of events. In fact, the entire process has become so convoluted that an investigation is surely warranted to illuminate what the Planning Department has done (or not done) throughout the process. If their job was to oversee the design and construction of the project and approval was in their hands at the end of the process, then there must be certain individuals responsible

for accepting and signing off on each stage of the development. And if sound, light, and drainage resulted in being out of spec with the provisions of the SUP, who is responsible for signing off on that?

The fact is that the Sports Complex is in receipt of a Certificate of Occupancy despite being out of compliance with the SUP. That is the chief bone of contention between the developer and city planning on the one hand and the surrounding neighborhoods on the other. And the lack of permit code enforcement by the Planning Department is specious. Was their eye not on the ball during the entire eighteen-month long process of design, planning, construction, and development? If so, then perhaps the developer has a bone to pick with them. But to make of the adjoining neighborhoods sacrificial lambs for the incompetence of the planning department to keep the project within the guidelines of the SUP is not fair. Yet, we have been burdened with a fight for our hearths and homes against a department charged with the custodial care for our interests which has done anything but care for us.

Planter's Walk alone represents roughly \$20 million dollars of homeowner investment. Extrapolate that out to include Planter's Trail, Quail Ridge, Windy Ridge, Scarborough and Tuckahoe and the real estate investment stagger's the mind. Should we all be subjected to reduced property values because an ill-suited project was mismanaged by the city? It is just not fair and yet despite the negative impact on our property values, taxes just went up. And that is infuriating.

Thus, again, I believe it is in order that a thorough and independent investigation be undertaken to determine how the current installation came to completion when it is so out of spec with the provisions of the SUP. Perhaps this should be referred back to the Board of Adjustment for adjudication? In any event, allowing city code to be modified after the fact in order to accommodate this abuse would be a heinous act not befitting a city concerned for its constituent residents.

It goes without saying then that I urge dismissal of the Text Amendment and that it not only ***not*** be referred out to the City Council for adoption, but that the Planning and Zoning Commission strongly advise ***against*** the adoption of the same by the City Council.

I provided the commission with a link to a short YouTube video last week via public input which I provide again here:

<https://youtu.be/tVutvv5VKas>

This is a similar project to the installation at JPII that occurred in Claremont Mesa in San Diego a few years back. The parallels are eerie. It is only a little over four minutes, so please take the time. Perhaps it could be aired and discussed at the commission meeting on Thursday upcoming.

Finally, I would like to clarify for Commissioner Faison the status of the petition that was circulated. It is indeed separate from the recent letter to the City Manager which contained some thirty-five signatures. The petition drive came up with some 300 signatories representing 235 households in the adjoining and extended neighborhoods. I had thought it would have been posted already as it was submitted to public input, but just in case, underlying is the listing of petitioners for your review. The petition itself read as follows:

To the Greenville Planning and Zoning Committee and the Greenville City Council:

We, the undersigned, as a home owner in of one of the three neighborhoods, Planters Walk, Planters Trail, and Quail Ridge, surrounding John Paul II High School (JP II) and its adjacent athletic fields and facilities that will be affected by the proposed "text amendment" related to the future use of said fields and facilities request that one of the following should occur with regard to said amendment:

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

Or:

2. That the text amendment being reviewed by and potentially voted on by the Planning and Zoning Committee and the City Council should be continued/postponed to allow for greater understanding of the ramifications of the amendment by the neighborhoods being affected. Please note that the residents of these neighborhoods were given short notice on this amendment, only select neighbors were notified, and further communication needs to occur so that we can ensure that all homeowners have an opportunity to comprehend and respond to these ramifications.

Sincerely,

_____ Signature

_____ Address

_____ Neighborhood/Date

Sincerely,

Michael da Silva

First Name	Middle Name	Last Name	Suffix	Spouse/Partner/Landlord	Parcel #	Home Street	Subdivision
<u>PLANTER'S TRAIL:</u>							
<u>Signatories to Petition of May 14, 2020:</u>							
Brett	D.	Keiper			52219	2303 Crooked Creek Road	Planter's Trail
Derrick	C.	Smith			52222	2203 Crooked Creek Road	Planter's Trail
Mark	Douglas	Richardson		Amy E. Carr Richardson	52223	3200 Grey Fox Trail	Planter's Trail
Amy	E. Carr	Richardson		Mark Douglas Richardson	52223	3200 Grey Fox Trail	Planter's Trail
Spencer	O.	Grant		Crystal L. Grant	52225	3204 Grey Fox Trail	Planter's Trail
Crystal	L.	Grant		Spencer O. Grant	52225	3204 Grey Fox Trail	Planter's Trail
Debbie	Anne	Thurneck		Brandon Kyle Schultz	52226	3300 Grey Fox Trail	Planter's Trail
Maureen	T.	Glaser		Fredrick B. Glaser	52230	2300 Autumn Chase Court	Planter's Trail
Frederick	B.	Glaser		Maureen T. Glaser	52230	2300 Autumn Chase Court	Planter's Trail
Willaim	L.	Doiley		Mary B. Doiley	52237	3201 Grey Fox Trail	Planter's Trail
Mary	B.	Doiley		William L. Doiley	52237	3201 Grey Fox Trail	Planter's Trail
Karen	A. Oppelt	Roop		Roy M. Roop II	52239	2304 Crooked Creek Road	Planter's Trail
Roy	M.	Roop	II	Karen Oppelt Roop	52239	2304 Crooked Creek Road	Planter's Trail
Young	Gyu	Yoo		Inkyeong Yoo	52240	2306 Crooked Creek Road	Planter's Trail
Brenda	H.	Rhodes		NYRK Properites LLC	52241	2308 Crooked Creek Road	Planter's Trail
Waseem	A.	Rahman			54329	3402 Grey Fox Trail	Planter's Trail
Patrice	Elaine	Alexander			54331	3500 Grey Fox Trail	Planter's Trail
Robert	Scott	Griffin	Jr.	Patricia S. Griffin	54336	2201 Saddle Ridge Place	Planter's Trail
Patricia	S.	Griffin		Robert Scott Griffin Jr.	54336	2201 Saddle Ridge Place	Planter's Trail
Rebecca	Merrick	Gilbird		Anthony Neil Gilbird	54337	2200 Saddle Ridge Place	Planter's Trail
Brian	T.	Smith		Frances L. Smith	54340	2206 Saddle Ridge Place	Planter's Trail
Frances	L.	Smith		Brian T. Smith	54340	2206 Saddle Ridge Place	Planter's Trail
Gregory	L.	Beres		Wendy L. Beres	54344	2304 Saddle Ridge Place	Planter's Trail
Wendy	L.	Beres		Gregory L. Beres	54344	2304 Saddle Ridge Place	Planter's Trail
Erin	P.	Nimmo		Alexander C. Nimmo	54347	2305 Saddle Ridge Place	Planter's Trail
Brian	Michael	Barnett		Leann Rose Barnett	54348	2303 Saddle Ridge Place	Planter's Trail
Leann	Rose	Barnett		Brian Michael Barnett	54348	2303 Saddle Ridge Place	Planter's Trail
David		Scott		Wilson Okamura	54350	3503 Grey Fox Trail	Planter's Trail
Tricia	Wilson	Okamura		David Scott	54350	3503 Grey Fox Trail	Planter's Trail
Alvin	Y.	Howard			54351	2300 Harvest Manor Court	Planter's Trail
Sterling		Ruffin	Jr.	Stacy Ruffin	54353	2303 Harvest Manor Court	Planter's Trail
Stacy		Ruffin		Sterling Ruffin, Jr.	54353	2303 Harvest Manor Court	Planter's Trail
David	C.	Gagnon		Geneva S. Gagnon	54354	2301 Harvest Manor Court	Planter's Trail
Geneva	S.	Gagnon		David C. Gagnon	54354	2301 Harvest Manor Court	Planter's Trail
Thomas	Frank	Bartik		Karen Lee Bailin	54355	2300 Fieldstone Place	Planter's Trail
Karen	Lee Bailin	Bartik		Thomas Frank Bartik	54355	2300 Fieldstone Place	Planter's Trail
Catherine		McGriff		Sean D. Smith	54356	2302 Fieldstone Place	Planter's Trail
H.	Ray	Franks		Judy G. Franks	54360	2301 Fieldstone Place	Planter's Trail
Judy	G.	Franks		H. Ray Franks	54360	2301 Fieldstone Place	Planter's Trail

39 Signatories to Petition 25 of 57 Households Signed Petition in Opposition to Text Amendment = 44%

First Name	Middle Name	Last Name	Suffix	Spouse/Partner/Landlord	Parcel #	Home Street	Subdivision
<u>Submitted Public Input in Opposition to Text Amendment:</u>							
Julie	A. Daniel	Yount		Bradley J. Yount	52220	2301 Crooked Creek Road	Planter's Trail
David		Carr		Karen A. Carr	52231	2302 Autumn Chase Court	Planter's Trail
Cynthia	Thompson	Rumple		Tony M. Rumple	52238	2302 Crooked Creek Road	Planter's Trail
3 Took Other Actions in Opposition to Text Amendment:				28 of 57 Households in Opposition to Text Amendment = 49%			

PLANTER'S WALK:

Signatories to Petition of May 14, 2020:

Ronald	L.	Grice		Angela Michele Grice	43024	1801 Planter's Walk	Planter's Walk
Angela	M.	Grice		Ronald L. Grice	43024	1801 Planter's Walk	Planter's Walk
Kimberly	L. Miller	Rabon		William Rabon	43028	2901 Hunter's Run	Planter's Walk
William		Rabon		Kimberly L. Miller Rabon	43028	2901 Hunter's Run	Planter's Walk
Sterling	S.	McDowell		Amy McDowell	43029	2903 Hunter's Run	Planter's Walk
Craig	Allen	Puckett		Lori Ann Puckett	43030	1805 Planter's Walk	Planter's Walk
Lori	Ann	Puckett		Craig A. Pucket	43030	1805 Planter's Walk	Planter's Walk
Edwin	W.	Folk		J. Rod Folk, Executor	43031	1807 Planter's Walk	Planter's Walk
Mary	Stearsman	O'Bryant		James M. Obryant	43032	1809 Planter's Walk	Planter's Walk
James	M.	O'Bryant		Mary S. Obryant	43032	1809 Planter's Walk	Planter's Walk
Richard	A.	Franklin		Cheryl L. Franklin	43034	1813 Planter's Walk	Planter's Walk
Cheryl	L.	Franklin		Richard A. Franklin	43034	1813 Planter's Walk	Planter's Walk
Corrine	M.	Schoephoerster			43035	1815 Planter's Walk	Planter's Walk
Robert		Shafer		Frank A. & Kelly J. Cassiano	43039	1806 Pheasant Run	Planter's Walk
Marie		Shafer		Frank A. & Kelly J. Cassiano	43039	1806 Pheasant Run	Planter's Walk
Robert	C.	Miller		Jacqueline W. Miller	43040	1804 Pheasant Run	Planter's Walk
Jacqueline	W.	Miller		Robert C. Miller	43040	1804 Pheasant Run	Planter's Walk
Michael	T.	da Silva	Trustee	The Michael da Silva Trust	43041	1802 Pheasant Run	Planter's Walk
Robert	David	Caldwell			43042	1800 Pheasant Run	Planter's Walk
Leland		Galetka		Anna Galetka	43043	1801 Pheasant Run	Planter's Walk
Anna		Galetka		Leland Galetka	43043	1801 Pheasant Run	Planter's Walk
Diane	L.	Gregg		Robert W. Gregg Life Estate	43044	1803 Pheasant Run	Planter's Walk
Lisandra	De Castro	Bras			43046	1807 Pheasant Run	Planter's Walk
Cynthia		Johnson			43047	1809 Pheasant Run	Planter's Walk
Erin	M.	Thomson		Timothy A. Thomson	43049	1808 Plantation Circle	Planter's Walk
Timothy	A.	Thomson		Erin M. Thomson	43049	1808 Plantation Circle	Planter's Walk
Donna		Sugg		Michael S. Sugg	43050	1806 Plantation Circle	Planter's Walk
Michael	S.	Sugg		Donna Sugg	43050	1806 Plantation Circle	Planter's Walk
James	P.	Huza		Sharron Boisclair Huza	43051	1804 Plantation Circle	Planter's Walk
Sharron	Boisclair	Huza		James P. Huza	43051	1804 Plantation Circle	Planter's Walk
Lydia		Best		Dennis T. Best	43052	1802 Plantation Circle	Planter's Walk

First Name	Middle Name	Last Name	Suffix	Spouse/Partner/Landlord	Parcel #	Home Street	Subdivision
Betty	M.	Wall		Charles T. Wall	43053	1800 Plantation Circle	Planter's Walk
Charles	T.	Wall		Betty M. Wall	43053	1800 Plantation Circle	Planter's Walk
John	T	Reisch		Michelle Reisch	43054	1801 Plantation Circle	Planter's Walk
Michele		Reisch		John Reisch	43054	1801 Plantation Circle	Planter's Walk
Tyree		Walker	Trustee	Tyree Walker Revocable Living Trust	43055	1803 Plantation Circle	Planter's Walk
Donna		Jacobs		William R. Jacobs	43056	1805 Plantation Circle	Planter's Walk
William	R.	Jacobs		Donna Jacobs	43056	1805 Plantation Circle	Planter's Walk
Carrie	K.	Thomas			43058	2007 Crooked Creek Road	Planter's Walk
Mark	J.	Holder		Catherine M. Holder	43059	1806 Old Mill Court	Planter's Walk
Catherine	M.	Holder		Mark J. Holder	43059	1806 Old Mill Court	Planter's Walk
Thomas	R.	Feller	Jr.	Melissa J. Feller	43061	1802 Old Mill Court	Planter's Walk
Melissa	J.	Feller		Thomas R. Feller Jr.	43061	1802 Old Mill Court	Planter's Walk
Thomas		Huener		Kathryn Verbanac	43062	1800 Old Mill Court	Planter's Walk
Katherine		Verbanac		Thomas Huener	43062	1800 Old Mill Court	Planter's Walk
Kathleen	M.	Sheppard		David J. Sheppard	43064	1803 Old Mill Court	Planter's Walk
David	J.	Sheppard		Kathleen M. Sheppard	43064	1803 Old Mill Court	Planter's Walk
Scott		Lecce		Jeanne L. Leblanc-Lecce	43065	1805 Old Mill Court	Planter's Walk
Jeanne	L. Leblanc	Lecce		Scott Lecce	43065	1805 Old Mill Court	Planter's Walk
Mark	Gregory	Angolia		Patricia Burton Angolia	43066	2103 Crooked Creek Road	Planter's Walk
Patricia	Burton	Angolia		Mark Gregory Angolia	43066	2103 Crooked Creek Road	Planter's Walk
Jody	L.	Mayo		Gary W. Mayo	43067	2201 Crooked Creek Road	Planter's Walk
Gary	W.	Mayo		Jody L. Mayo	43067	2201 Crooked Creek Road	Planter's Walk
Jodi	J.	Farrington			43069	3203 Old Oak Walk	Planter's Walk
Marybeth		Nagle			43070	3205 Old Oak Walk	Planter's Walk
P.	Bryan	Rogers		Deborah J. Caton Rogers	43071	3207 Old Oak Walk	Planter's Walk
Deborah	J. Caton	Rogers		P. Bryan Rogers	43071	3207 Old Oak Walk	Planter's Walk
Kenneth	William	Ivey		Jeffrey Patrick Lanunziata II	43073	3211 Old Oak Walk	Planter's Walk
Jeffrey	Patrick	Lanunziata	II	Kennethh William Ivey	43073	3211 Old Oak Walk	Planter's Walk
Kevin		Schmidt		Susan Schmidt	43074	3213 Old Oak Walk	Planter's Walk
Susan		Schmidt		Kevin Schmidt	43074	3213 Old Oak Walk	Planter's Walk
Michael	A.	Cavanagh		Mary V. Cavanagh	43075	3215 Old Oak Walk	Planter's Walk
Mary	V.	Cavanagh		Michael A. Cavanagh	43075	3215 Old Oak Walk	Planter's Walk
Baoju		Li		Sumei Yue Li	43076	3217 Old Oak Walk	Planter's Walk
Ronald		Kaleta		Mary Kaleta	43080	3216 Old Oak Walk	Planter's Walk
Mary		Kaleta		Ronald Kaleta	43080	3216 Old Oak Walk	Planter's Walk
Van Dyke		Hatch		Kelly Hatch	43082	3212 Old Oak Walk	Planter's Walk
Kelly		Hatch		Van Dyke Hatch	43082	3212 Old Oak Walk	Planter's Walk
Hubert	Ronald	Garris		Pamela R. Garris	43083	3210 Old Oak Walk	Planter's Walk
Pamela	R.	Garris		Hubert Ronald Garris	43083	3210 Old Oak Walk	Planter's Walk
Courtney		Doughtie		Thomas W. Doughtie	43084	3208 Old Oak Walk	Planter's Walk
Terry	A.	Wallace		Lyvone L. Wallace	43087	3202 Old Oak Walk	Planter's Walk
Lyvone	L.	Wallace		Terry A. Wallace	43087	3202 Old Oak Walk	Planter's Walk
Sharon	A.	Halsey		Brett Halsey	43089	2102 Crooked Creek Road	Planter's Walk

First Name	Middle Name	Last Name	Suffix	Spouse/Partner/Landlord	Parcel #	Home Street	Subdivision
Brett	M.	Halsey		Sharon A. Halsey	43089	2102 Crooked Creek Road	Planter's Walk
Lorraine	Cox	Brewer	Trustee	FBO ACS Family Trust	43091	2014 Crooked Creek Road	Planter's Walk
Nancy	H.	Gregory			43092	2102 Crooked Creek Road	Planter's Walk
Barrett	R.	Garner		Catherine Garner	43094	2008 Crooked Creek Road	Planter's Walk
Alex		Torres		Joni K. Young Torres	43095	2006 Crooked Creek Drive	Planter's Walk
Joni	K. Young	Torres		Alex Torres	43095	2006 Crooked Creek Road	Planter's Walk
Joni	K. Young	Torres		Alex Torres	43096	2004 Crooked Creek Road	Planter's Walk
Alex		Torres		Joni Torres	43096	2004 Crooked Creek Road	Planter's Walk
Chester	W.	Jarman		Robin Jarman	43110	1800 Crooked Creek Road	Planter's Walk
Corey	Lee	Croegaert			43111	1801 Crooked Creek Road	Planter's Walk
Frank	P.	Fairley		Hazel M. Fairley	43112	1803 Crooked Creek Road	Planter's Walk
Anne	E.	Dickerson		Richard W. Dickerson	43119	1806 Planter's Walk	Planter's Walk
Richard	W.	Dickerson			43119	1806 Planter's Walk	Planter's Walk
Charles	D.	Kemble		Catherine C. Kemble	43121	1802 Planter's Walk	Planter's Walk
Katherine	C.	Kemble		Charles D. Kemble	43121	1802 Planter's Walk	Planter's Walk

87 Signatories to Petition **55 of 98 Households Signed Petition in Opposition to Text Amendment = 56%**

Submitted Public Input in Opposition to Text Amendment:

Patricia		Anderson			43027	2902 Hunter's Run	Planter's Walk
Sandra		Lindelof			43045	1805 Pheasant Run	Planter's Walk

2 Took Other Actions in Opposition to Text Amendment: **57 of 98 Households in Opposition to Text Amendment = 59%**

QUAIL RIDGE:

Signatories to Petition of May 14, 2020:

Amzie		Hoffner		Marsha N. Brooks Hoffner	36957	1828-A Quail Ridge Road	Quail Ridge
Marsha	N. Brooks	Hoffner		Amzie Hoffner	36957	1828-A Quail Ridge Road	Quail Ridge
Corey	B.	Skinner			36958	1827-B Quail Ridge Road	Quail Ridge
Marlene		Andrews		Linda C. Leighty, Trustee LCL Living Trust	36963	1828-D Quail Ridge Road	Quail Ridge
Marsha	T.	Williams			36967	1828-F Quail Ridge Road	Quail Ridge
Jean	H.	Cox			36970	1849-A Quail Ridge Road	Quail Ridge
Judith	Ann	Butts		Gary Lee Butts	36971	1853-M Quail Ridge Road	Quail Ridge
Gary	Lee	Butts		Judith Ann Butts	36971	1853-M Quail Ridge Road	Quail Ridge
Gloria	W.	Rose		Hayward E. Rose	37015	1829-I Quail Ridge Road	Quail Ridge
Rocky		Russell		Rocky Russel Builders, Inc.	37017	1829-K Quail Ridge Road	Quail Ridge
Willard	G.	Pollard		Willard G. Pollard	38201	1866-I Quail Ridge Road	Quail Ridge
Lisa	A.	James			38204	1866-L Quail Ridge Road	Quail Ridge
Joyce		Brantley		Thomas F. & Joyce H. Brantley	38366	1868-F Quail Ridge Road	Quail Ridge
Keith		Brantley		Thomas F. & Joyce H. Brantley	38366	1868-F Quail Ridge Road	Quail Ridge
Cheryl	D.	Williams			38966	1861-D Quail Ridge Road	Quail Ridge
Willard	G.	Pollard		Willard G. Pollard	38970	1873-H Quail Ridge Road	Quail Ridge

First Name	Middle Name	Last Name	Suffix	Spouse/Partner/Landlord	Parcel #	Home Street	Subdivision
Carol	L. Metzger	Haven		Andrew Haven	38974	1873-L Quail Ridge Road	Quail Ridge
Andrew		Haven		Carol L. Metzger Haven	38974	1873-L Quail Ridge Road	Quail Ridge
Nancy	G.	Zipf		NGZ Rentals, LLC	39310	1875-O Quail Ridge Road	Quail Ridge
Vincent		Falvo		Jeanne Falvo	39312	1875-Q Quail Ridge Road	Quail Ridge
Keith	A.	Hillman		Karen A. Hillman	39313	1875-R Quail Ridge Road	Quail Ridge
Karen	A.	Hillman		Keith A. Hillman	39313	1875-R Quail Ridge Road	Quail Ridge
Fran		McKinney		Statha Jackson McKinney	39677	1918-N Quail Ridge Road	Quail Ridge
Jane	Taylor	Moore			39680	1874-D Quail Ridge Road	Quail Ridge
Maude	C.	Bishop			39681	1874-E Quail Ridge Road	Quail Ridge
Nancy	G.	Zipf		NGZ Rentals, LLC	39887	1870-P Quail Ridge Road	Quail Ridge
Frances		Garrett		Janice & Peggy Bentley	40049	1872-K Quail Ridge Road	Quail Ridge
Jennifer	M. Boyd	Garris			40417	1912-B Quail Ridge Road	Quail Ridge
Virginia	Ann G.	Joyner		Robert N. Joyner	40420	1910-E Quail Ridge Road	Quail Ridge
Robert	N.	Joyner		Virginia Ann G. Joyner	40420	1910-E Quail Ridge Road	Quail Ridge
Jimmy	S.	Creech			40421	1910-F Quail Ridge Road	Quail Ridge
Pamela	M.	Nunn			40580	1918-Q Quail Ridge Road	Quail Ridge
Isabelle		Wicker		Helken M. Johnson	40591	1929-B Quail Ridge Road	Quail Ridge
William	Davis	Wooten			40593	1929-D Quail Ridge Road	Quail Ridge
Cyndra	Holland	Gasperini			40596	1922-A Quail Ridge Road	Quail Ridge
Sharon	E.	Collins		NGZ Rentals, LLC	40598	1922-C Quail Ridge Road	Quail Ridge
Nancy	G.	Zipf		NGZ Rentals, LLC	40598	1922-C Quail Ridge Road	Quail Ridge
Marie	S.	Morton			40599	1922 D Quail Ridge Road	Quail Ridge
Debi		Pierson		Donald & Marie Hinton	40600	1922-E Quail Ridge Road	Quail Ridge
Steven	Carlton	Holland			40602	1920-M Quail Ridge Road	Quail Ridge
Robin		Dailey		Dailey Holdings Enterprises, LLC	40607	1920-H Quail Ridge Road	Quail Ridge
Nicole	M.	Brown		David M. Brown Jr.	41731	1953-A Quail Ridge Road	Quail Ridge
David	M.	Brown	Jr.	Nicole M. Brown	41731	1953-A Quail Ridge Road	Quail Ridge
Gena	C.	Buck			41732	1968-A Quail Ridge Road	Quail Ridge
Gladys	D.	Howell			42501	1953-E Quail Ridge Road	Quail Ridge
Benny		Watts		Debra L. Watts	42504	1963-A Quail Ridge Road	Quail Ridge
Nicole		Hawk		Matthew P. & Alicia S. Hawk	42505	1963-B Quail Ridge Road	Quail Ridge
Doris	Mae	Meyer			42506	1963-C Quail Ridge Road	Quail Ridge
Hilda	Southerland	Bradshaw			42507	1963-D Quail Ridge Road	Quail Ridge
Deborah	Whitley	Evans		Gary Robert Evans	42508	1965-E Quail Ridge Road	Quail Ridge
Pam		Schodt		Flying Dutchman Properties, LLC	42509	1965-F Quail Ridge Road	Quail Ridge
Charlene	C.	Boyd			42510	1965-G Quail Ridge Road	Quail Ridge
Laureen	A.	Tedesco			42511	1965-H Quail Ridge Road	Quail Ridge
Jerome	J.	Priemer		Brenda M. Priemer	42512	1965-I Quail Ridge Road	Quail Ridge
D.		N.		Frank L. & Dorothy S. Wingo	42513	1965-J Quail Ridge Road	Quail Ridge
Mary	V.	Tetterton		Phillip W. Tetterton	42514	1965-K Quail Ridge Road	Quail Ridge
Janet	L.	Hofstetter			42515	1983-A Quail Ridge Road	Quail Ridge
Shelby		Bailey		Shelby Jones Bailey Life Estate	42517	1983-C Quail Ridge Road	Quail Ridge
C.		N.		Judy R. McLawhorn	42518	1983-D Quail Ridge Road	Quail Ridge

First Name	Middle Name	Last Name	Suffix	Spouse/Partner/Landlord	Parcel #	Home Street	Subdivision
Ann	Wicker	Harrison	Trustee	Benjamin Harrison Living Trust	42522	1985-H Quail Ridge Road	Quail Ridge
Travis		Craney		Nathaniel D. & Rosario Herrera Bryan	42523	1985-I Quail Ridge Road	Quail Ridge
Katherine	Louise	Swank			42526	1985-L Quail Ridge Road	Quail Ridge
Sue	F.	Williams			42527	1985-M Quail Ridge Road	Quail Ridge
Betty	C.	Dempsey			42528	1985-N Quail Ridge Road	Quail Ridge
Nancy	G.	Zipf		NGZ Properties, LLC	43718	1968-B Quail Ridge Road	Quail Ridge
Nancy	G.	Zipf		NGZ Rentals, LLC	43719	1968-C Quail Ridge Road	Quail Ridge
Randy		Collier		Gregory A. & Karen G. Gagnon	43720	1968-D Quail Ridge Road	Quail Ridge
Deborah	D.	Broyles			43721	1968-E Quail Ridge Road	Quail Ridge
Trudy		McGlohon			43722	1968-F Quail Ridge Road	Quail Ridge
Jerry	Lee	Hinzman		Susan Emmons Hinzman	43723	2005-A Quail Ridge Road	Quail Ridge
William	N.	Still	Jr.		43724	2005-B Quail Ridge Road	Quail Ridge
Todd		Korbusieski		Wendy Lynn Korbusieski	43726	2005-D Quail Ridge Road	Quail Ridge
Wendy	Lynn	Korbusieski		Todd Korbusieski	43726	2005-D Quail Ridge Road	Quail Ridge
Anthony	J.	Roberts	Jr.	Marilyn A. Roberts	43729	2005-G Quail Ridge Road	Quail Ridge
Marilyn	A.	Roberts		Anthony J. Roberts, Jr.	43729	2005-G Quail Ridge Road	Quail Ridge
Louise	H.	McNamee			43733	2007-K Quail Ridge Road	Quail Ridge
Rocky		Russell		RDKK Development, LLC	43734	2007-L Quail Ridge Road	Quail Ridge
Nancy	G.	Zipf		NGZ Rentals, LLC	43735	2007-M Quail Ridge Road	Quail Ridge
Esther	B.	Smith			43736	2007-N Quail Ridge Road	Quail Ridge
Nancy	R.	McGowan			43737	2007-O Quail Ridge Road	Quail Ridge
Sherry		Quinn			43739	2007-Q Quail Ridge Road	Quail Ridge
Lavonne	P.	Staley			43740	2007-R Quail Ridge Road	Quail Ridge
Melodie	A.	Grimes		Glenwood Preston Johnson, Jr.	44964	2010-A Quail Ridge Road	Quail Ridge
A.	W.	Grimes		Glenwood Preston Johnson, Jr.	44964	2010-A Quail Ridge Road	Quail Ridge
Robert	P.	Aiken	III		44966	2010-C Quail Ridge Road	Quail Ridge
Celia	E.	Scott			44968	2010-E Quail Ridge Road	Quail Ridge
Esther	Stallings	Scott			44969	2010-F Quail Ridge Road	Quail Ridge
John	A.	Bassos		Gloria Bassos	44970	2015-A Quail Ridge Road	Quail Ridge
X.		Meyers		Tag Development East, LLC	44973	2015-D Quail Ridge Road	Quail Ridge
Margaret		Powers			44974	2015-E Quail Ridge Road	Quail Ridge
Jane	K.	Bennett			44975	2015-F Quail Ridge Road	Quail Ridge
Sarah	W.	Winbourne			44976	2015-G Quail Ridge Road	Quail Ridge
Sarah		Anderson		Wolcott Holdings LLC	44978	2041-A Quail Ridge Road	Quail Ridge
Kathleen	L.	Harvey			44979	2043-A Quail Ridge Road	Quail Ridge
Kimberley	B.	Hinnant			46189	2041-C Quail Ridge Road	Quail Ridge
Nancy	G.	Zipf		NGZ Rentals, LLC	46190	2041-D Quail Ridge Road	Quail Ridge
William		Gibbs		Alice Gibbs Memorial LLC of NC	46191	2041 Quail Ridge Road	Quail Ridge
Louanne	M.	Culver			46192	2041-F Quail Ridge Road	Quail Ridge
Deborah		Lilley			47778	2043-B Quail Ridge Road	Quail Ridge
William	H.	Reeves		Cleere G. Cherry	47780	2043-D Quail Ridge Road	Quail Ridge
Anne	J.	Miller			48047	2060-A Quail Ridge Road	Quail Ridge
Jack		B.		Fanny Merle Moore Hood	48048	2060-B Quail Ridge Road	Quail Ridge

First Name	Middle Name	Last Name	Suffix	Spouse/Partner/Landlord	Parcel #	Home Street	Subdivision
Mary	E.	Diaz-Cabo			48051	2060-E Quail Ridge Road	Quail Ridge
Sandra	T.	Houston		Lawrence P. Houston Jr.	48052	2060-F Quail Ridge Road	Quail Ridge
Jean	F.	Pezzula			48611	2072-C Quail Ridge Road	Quail Ridge
John	H. P.	Williams		Diana W. Williams	48613	2072-E Quail Ridge Road	Quail Ridge
Diana	W.	Williams		John H. P. Williams	48613	2072 Quail Ridge Road	Quail Ridge
Charles	F.	Ogletree		Mary E. Ogletree	48615	2072-G Quail Ridge Road	Quail Ridge
Nannette	S.	Creech			49346	2069-C Quail Ridge Road	Quail Ridge
Nancy	G.	Zipf		NGZ Rentals	49347	2069-D Quail Ridge Road	Quail Ridge
Nancy	G.	Zipf		NGZ Rentals, LLC	49348	2069-E Quail Ridge Road	Quail Ridge
James	O.	Ensor			49350	2069-G Quail Ridge Road	Quail Ridge
Rose	Perez	Stanfield		Norma Stanfield Myers	49353	2081-C Quail Ridge Road	Quail Ridge
Norma	Stanfield	Myers		Rose Perez Stanfield	49353	2081-C Quail Ridge Road	Quail Ridge
106 Signatories to Petition				100 of 256 Households Signed Petition in Opposition to Text Amendment = 39%			

OTHER SUB-DIVISIONS:

Signatories to Petition of May 14, 2020:

Cheryl	Hofmeister	Gentile			2574	410 Oxford Road	Brook Valley
Luba		Eribo			31859	402 Lancelot Drive	Camelot
Janice	L.	Fisher		Robert P. Fisher	36574	706 Lancelot Drive	Camelot
Robert	P.	Fisher		Janice L. Fisher	36574	706 Lancelot Drive	Camelot
Clayton	Walker	Davis		Stefanie Christine Davis	36579	604 Lancelot Drive	Camelot
Stefanie	Christine	Walker		Clayton Walker Davis	36579	604 Lancelot Drive	Camelot
Svetoslav		Lalov		Velislava Karaivanova Lolov	36590	701 Lancelot Drive	Camelot
Velislava	Karaivanova	Lolov		Svetoslav Lalov	36590	701 Lancelot Drive	Camelot
Brent	W.	Reed		Joanne M. Reed	37031	100 King Arthur Road	Camelot
Joanne	M.	Reed		Brent W. Reed	37031	100 King Arthur Road	Camelot
Carl	E.	Haisch		Luella J. Haisch	50664	203 Marybeth Drive	Cherry Oaks North
Luella	J.	Haisch		Carl E. Haisch	50664	203 Mary Beth Drive	Cherry Oaks North
Kim	W.	Higdon		David E. Higdon	50666	207 Mary Beth Drive	Cherry Oaks North
David	E.	Higdon		Kim W. Higdon	50666	207 Marybeth Drive	Cherry Oaks North
Barry	Michael	Willis		Kimberly W. Willis	52111	317 Mary Beth Drive	Cherry Oaks North
Kimberly	W.	Willis		Barry Michael Willis	52111	317 Mary Beth Drive	Cherry Oaks North
Michelle	J.	Hairston		Charles M. Hairston	52132	400 Mary Beth Drive	Cherry Oaks North
Charles	M.	Hairston		Michelle J. Hairston	52132	400 Mary Beth Drive	Cherry Oaks North
Margaret	Petteway	Myers		Baxter Jalang Myers, Jr.	71556	4113 Parmer Place	Parmer Place
Baxter	Jalang	Myers	Jr.	Margaret Petteway Myers	71556	4113 Parmer Place	Parmer Place
Marilee	J. Bienes	Cox			44681	1795 Scarborough Road	Scarborough
Theresa		Holley			44682	1699 Scarborough Road	Scarborough
Jo	Ellen Tyson	Kelly			44697	1690 Cumberland Place	Scarborough
Lautte		Johnston		David P. Ryhanych	44699	1694 Cumberland Place	Scarborough

First Name	Middle Name	Last Name	Suffix	Spouse/Partner/Landlord	Parcel #	Home Street	Subdivision
Janelle		Vanhorne		Norman R. Vanhorne	775	2852 E. 14th Street	Tuckahoe
Valeria	Mossey	Hoffman		Donald Richard Hoffman	2119	109 Wellcome Drive	Tuckahoe
Donald	Richard	Hoffman		Valeria Mossey Hoffman	2119	109 Wellcome Drive	Tuckahoe
Shirley	C.	Price			15970	3008 E Fourteenth Street	Tuckahoe
Elsie	C.	Alligood			16846	207 Tuckahoe Drive	Tuckahoe
Sandra		Killiams		Elsie C. Alligood	16846	207 Tuckahoe Drive	Tuckahoe
Sara	J.	Harris			16850	111 Wellcome Drive	Tuckahoe
Nancy	Leggett	Frazier		Joe Frazier	27494	200 Tuckahoe Drive	Tuckahoe
Margaret	H.	Burnett		William R. Burnett	28448	206 Cheryl Circle	Tuckahoe
Mary	H.	Nau		Harold F. Nau	28452	102 Casual Court	Tuckahoe
Michael	L.	Aldridge		Susan L. Aldridge	45061	92 Tuckahoe Drive	Tuckahoe
Carolyn	N.	Schnier		Carl A. Schnier	45110	1713 Woodwind Drive	Tucker
Carl	A.	Schnier		Carolyn N. Schnier	45110	1713 Woodwind Drive	Tucker
John	P.	Given	III	Patricia M. Dragon	45553	1709 Paramore Drive	Tucker
Patricia	M.	Dragon		John P. Given III	45553	1709 Paramore Drive	Tucker
Susanne	N.	Goldman		Kenneth E. Goldman	50736	2506 Surrey Lane	Tucker
Kenneth	E.	Goldman		Susanne N. Goldman	50736	2506 Surrey Lane	Tucker
Katherine	W.	Hardee			60727	1805 Woodwind Drive	Tucker
Stephen	A.	Anthony		Kimberly J. Anthony	60734	3800 Bach Circle	Tucker
Joseph	S.	Taub		Elaine W. Taub	60746	4002 Bach Circle	Tucker
Elaine	W.	Taub		Joseph S, Taub	60746	4002 Bach Circle	Tucker
Lisa	L.	Jones		Elvin R. Jones, Jr.	60747	4004 Bach Circle	Tucker
Elvin	R.	Jones	Jr.	Lisa L. Jones	60747	4004 Bach Circle	Tucker
Michael	M.	Hayes		Ruby W. Hayes	60749	1802 Woodwind Drive	Tucker
Jai	Hwan	Lee		Mi Sook Hur	60757	3903 Bach Circle	Tucker
Sylvia	Taylor	Harrison			31331	4 Scott Street	Windy Ridge
Lillian	H.	Powell			31345	18 Scott Street	Windy Ridge
Jacklon	B.	Streeter			31347	20 Scott Street	Windy Ridge
Stephen	A.	Natale			32324	40 Barnes Street	Windy Ridge
Lynn	H.	Whitehead			32344	60 Barnes Street	Windy Ridge
Susan	C.	Keller			32345	61 Barnes Street	Windy Ridge
Dorothea	S.	Handron			32346	62 Barnes Street	Windy Ridge
Sharon	Havermann	Schlichting			32352	68 Barnes Street	Windy Ridge
Cynthia	Joan	D'Amore			33201	76 Barnes Street	Windy Ridge
Bette	Rutherford	Ferguson			33205	80 Barnes Street	Windy Ridge
Michele	Marie	Midyette		Holland Bell Midyette III	33222	97 Barnes Street	Windy Ridge
Holland	Bell	Midyette	III	Michelle Marie Midyette	33222	97 Barnes Street	Windy Ridge
Gina	Irene	Betcher			33223	98 Barnes Street	Windy Ridge

62 Signatories to Petition

45 Households Signed Petition in Opposition to Text Amendment

Submitted Public Input in Opposition to Text Amendment:

Sharon	E.	Stang		Richard E. Stang	24516	203 Crestline Boulevard	Belvedere
Annie	Joyce Newton	Williams			28158	105 Lancaster Drive	Cambridge

First Name	Middle Name	Last Name	Suffix	Spouse/Partner/Landlord	Parcel #	Home Street	Subdivision
Ann	Sherwood	Hamze			20729	103 College Court Drive	College Court Coghill
Laurie	A.	Runyan		Timothy J. Runyan	31015	101 Wesley Road	Lynndale
Brenda		Diggs		Donell Diggs	49282	4110 Treetops Circle	Treetops

5 Took Other Actions in Opposition to Text Amendment

50 Households in Opposition to Text Amendment

SUMMARY:

294 Signatories on Petition in Opposition to Text Amendment

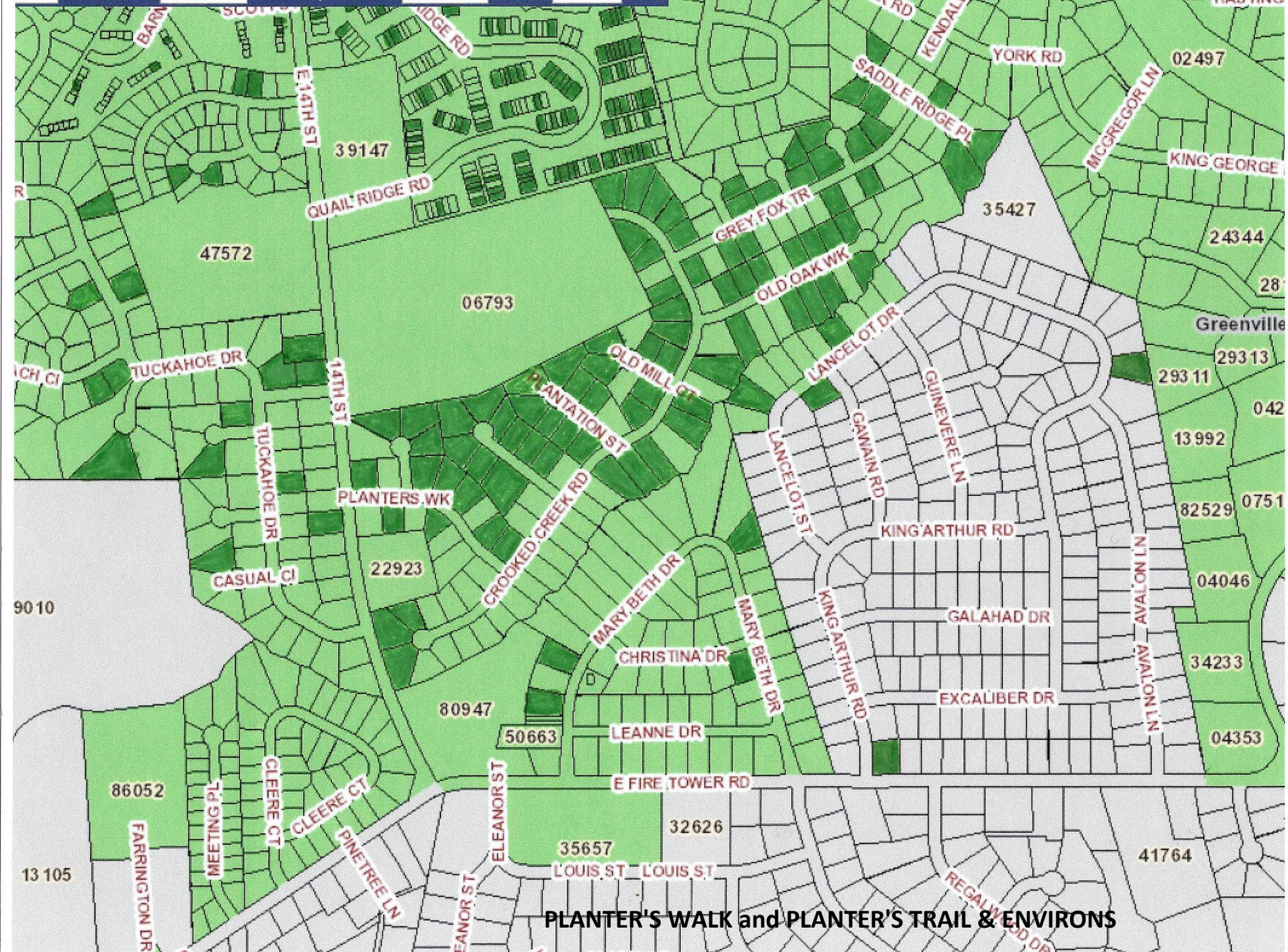
225 Households in Opposition to Text Amendment Signed Petition

10 Took Other Actions in Opposition to Text Amendment

10 Households in Opposition to Text Amendment Took Other Action.

304 Signatories in Opposition as at August 8, 2020

235 Households in Opposition as at August 8, 2020



PLANTER'S WALK and PLANTER'S TRAIL & ENVIRONS

