CALL TO ORDER
Chairman Wallace called the meeting to order at 5:30 p.m.

APPROVAL OF MINUTES
Green made a motion, seconded by Grabarz, to approve the June 7, 2012 meeting minutes as written. The vote in favor was unanimous. The motion carried.

LETTERS OF CREDIT
A. Midtown Village – Letter of Credit held by Cole Taylor Bank for roadways.

Leinwand said this letter of credit was set to expire in September. He said there were actually two letters of credit. He began with the second one on the issue paper.

He said it was for $253,648.63. He said this letter of credit covered asphalt and some other required infrastructure. He said about a year ago the Board voted to vacate some of the lots toward the front along Oak Street. He said they also voted to decrease the overall amount of their letters of credit from about $967,000 to the current amount, which was about $470,000.

He said the letter of credit from Cole Taylor Bank was in the amount of $253,000. He said staff recommended the extension for another year in the same amount.

Jordan asked who the owner of the property was. Leinwand said the owner used to be Portrait Homes and the current owner of all the lots was Carolina Holdings. Jordan asked who Blush Properties was. Leinwand said they were the developer who had taken over for Portrait Homes. He said Blush still has interest in it because they still had the letter of credit for the infrastructure.
Jordan asked if the streets had been dedicated to the city. Leinwand said they had not. Green said they were not paved, just cut in.

Jordan said there were some houses built. Leinwand said there were houses built in the first phase.

Jordan asked what Blush Properties actually owned. Leinwand said they owned the roads. He said Carolina Holdings owned all the lots. Jordan asked about the common areas. Leinwand said Carolina Holdings owned the open space.

Jordan asked why they were doing the letter of credit when Blush Properties had nothing else going on in the subdivision. Leinwand said the letter of credit protected the city. Jordan asked why Blush Properties were not told to just put the required infrastructure in. Leinwand said the Board could require them to put in the infrastructure, but the Board had been giving most letters of credit another year extension with the notice that this would probably be their last extension.

Jordan asked when the work would be done. Leinwand said he did not know. He said he had been in touch with the bank, and they had not given him any indication.

Green asked again what needed to be done. Leinwand said it was mostly asphalt for this particular letter of credit.

Wallace asked if any members of the public represented this group. Amber Wall said she was representing the other letter of credit, and she could speak to what was going on at Midtown Village.

She said there were a number of existing homes that had been sitting there since 2006. She said they just did structural inspections on all the existing homes. Wallace asked if she meant existing, but unsold. Wall said that was correct. She said Carolina Holdings was now going in and finishing the existing homes and starting to build new ones.

Wallace asked Leinwand if the Board decided not to extend the letter of credit would the city actually go in and pave the roads. Leinwand said they would hold the money because the roads had not been dedicated. He said it would be similar to the Forest Glen situation where the city had drawn on their letter of credit. He said the city had no choice in doing that because the bank said they would not renew the letter of credit. Jordan asked Wall if she knew when the roads would be dedicated. Wall did not know. Wallace said if they were building, the property owners would want the roads paved pretty soon.

Jordan said the concern was that Blush Properties had no interest in the subdivision. He said they had sold off all the lots. He said it was time for the road to get dedicated. He said we didn’t usually issue building permits on private roads. Leinwand
said plats have been recorded without the roads being dedicated, but we had letters of credit in place.

Green made a motion, seconded by Humphries, to approve the extension for another year, with the notification that this would be the last extension for this letter of credit. The vote in favor was unanimous. The motion carried.

Leinwand said the next letter of credit for Midtown Village was for $216,000, which covered street trees and sidewalks that had not been installed. He said since the issue paper had been distributed, the engineer on the project looked at the cost estimates and asked the city to reconsider the type of trees that were originally approved. He said they were proposing for the street trees to be Dogwood and Crape Myrtles. He said he had talked to the City Arborist, and she was fine with the changes. He said as a result the amount of the letter of credit would go from $216,000 to about $180,220.38. He handed out copies of the new estimate. Leinwand said staff had no issue with the reduction amount. Leinwand said the amount for the sidewalks was not changing.

Grabarz made a motion, seconded by Foye, to approve the extension of the letter of credit for another year, and to accept the reduction in the amount as noted. The vote in favor was unanimous. The motion carried.

IV. SUBDIVISION

A. Woodcreek Subdivision Amendment

Leinwand said he had been approached by a surveyor on behalf of Justin Jordan and Alison Holmes, who owned the property at 2601 Woodcreek Lane (TMS#122-00-02-040). He said this property was not a part of the Woodcreek subdivision. He said the property was currently zoned as Low Density Residential (R-1).

He said the owners wished to subdivide the parcel into three lots, which included a 10,395 square foot parcel (0.24 acres). He said this lot would meet the R-1 requirements to build a single family house, and a 3,483 square foot parcel (0.08 acres). The smaller lot, which had frontage on Dunn Shortcut Road and Woodcreek Lane, would be deeded to the Woodcreek Property Owners Association (POA) since their subdivision sign was already located there. He said this area would be about the same size as the area across the street that also had a subdivision sign. He said it would be used as common area only.

Leinwand said this had to come before the Board because it was considered an amendment to the Woodcreek subdivision.

Grabarz asked if the purpose was to deed the land to the Woodcreek POA because the sign was already located there, or did were they also trying to sell off the larger parcel.
Will Fairey, the surveyor, introduced himself. He also introduced Davis Inabnit, the attorney for the property owners. He said this was an attempt to fix an ongoing problem with Woodcreek having substantial landscaping and signage on Jordan’s property. He said they were trying to parcel it off so Woodcreek could own the land that they had done the improvements on. He said at the same time, they would be creating another conforming lot. He said they could parcel off the lot with the existing house on it.

Inabnit introduced Bob Zuleg, who was with the POA. Inabnit said it was his understanding that this was the resolution that Jordan and the POA had come to. He said there was a sign on the other side of the road that was pretty much identical and the parcel would be approximately the same size.

Leinwand said the applicants also provided to the city a 10 feet wide utility easement along that side of Woodcreek Lane. He said there were water lines in that area that were close to the property line.

David Jordan noted for the record that he was not related to the owner of the property, Justin Jordan.

Wallace asked Leinwand if the residential lot that would be created would be more or less the average size of the lots in the subdivision. Leinwand said it might be a little bit larger.

Jordan made a motion, seconded by Humphries, to approve the request as presented. The vote in favor was unanimous. The motion carried.

V. TEXT AMENDMENTS

A. Amendment to Section 6.3.1.C.12 of the City of Conway Unified Development Ordinance (UDO) relating to materials for trim, accents, and windows in non-residential areas.

Leinwand said during the process of adopting the UDO, City Council discussed this issue, but they wanted to take more time to discuss it without holding up the passing of the UDO.

Leinwand said City Council had three workshops, which were different from the regular business portion of a Council meeting. He said the workshops allow Council to discuss matters without having to vote on them.

Leinwand said City Council wanted to continue prohibiting vinyl siding for non-residential areas and historic districts in the city. He said they also wanted to look into
the possibility of allowing synthetic trims and accents in non-residential and historic districts.

Leinwand said at the last workshop, City Council endorsed the text amendment that was currently in front of the Board. He said before any amendments could be made, the Planning Commission had to review and make a recommendation back to City Council.

Leinwand said the amendment was basically just allowing vinyl trim since the other products listed in his issue paper were already permitted. Wallace said that AZEK was a proprietary product name. He thought it might need a more generic name. Leinwand said the Board could make the recommendation. Wallace said it probably should be referred to as composite wood products.

Wallace said he would make the recommendation to replace the term AZEK with a generic name. Leinwand asked for a suggestion, and Wallace said they called it composite wood products. Wallace said it was wood mixed with plastic. Grabarz asked if they could say “approved composites.” The Board did not think that was necessary.

Green made a motion, seconded by Humphries, to recommend the approval of the amendment, including the recommendation to replace the term AZEK with a generic description such as composite wood products. The vote in favor was unanimous. The motion carried.

B. Amendment to Section 11.4.9 of the City of Conway Unified Development Ordinance (UDO) relating to Electronic Message Centers (EMCs).

Leinwand said this was another City Council initiated text amendment. He said they had discussed this at several workshops during the year. He said it was like the last topic. City Council decided to adopt the Unified Development Ordinance and do further study on the electronic message (EMC) signs.

Leinwand said the city currently allowed these types of signs in Institutional (IN) and Campus Institutional (IC) districts, which included places like Coastal Carolina, Conway High School, and Horry Georgetown Technical College. He said the text amendment that was before the Board this evening included an expansion of these types of signs in the Highway Commercial districts along Highway 501.

Leinwand said when he called it an electronic message center (EMC) he meant only the portion of the sign that had the digital output that could change periodically. He said there were several conditions associated with the signage. The first would be they could be no greater 30 square feet and no more than 50% of the total sign area.
Jordan asked what the maximum sign size was on Hwy.501. Leinwand said it was 80 square feet for more than three tenants, and it was 60 square feet for three tenants or less.

Leinwand said this type of sign would have to be a monument-style sign. He said on Hwy. 501, a monument sign could not be taller than 10'. He said by making it a monument sign only, it would be an incentive to replace a really large/tall sign with a monument sign with an electronic message center.

Leinwand said the display area would have to be a dark background color, and the text and the numerical digits shall only be white, clear or amber in color. He said the static images would have to be displayed for at least 3 seconds before changing.

Jordan asked Leinwand where they got the 5,000 nits from. Leinwand said staff had done research to see what other places allowed. He said they looked at the CresCom Bank on Hwy 501 at University Boulevard. He said they got information from the people who made the Tyson Sign as well.

Grabarz said for a point of comparison, did Leinwand know the brightness of the sign in front of the colleges. Leinwand said he did not know. Jordan said the Tyson sign was 7,500 nits. He said he had done some research as well. Grabarz asked Jordan what it was at nighttime. Jordan said it dropped to about 500 nits. Leinwand said he found in his research that most signs had automatic sensors that adjusted to ambient light conditions. He said at night they would automatically decrease in brightness. Jordan said even at 7,500 nits, the Tyson Sign washed out a fair amount on a bright day.

Jordan said if it was only on Hwy 501, he did not think it would be a hazardous glare. Green said when Coastal first put their sign up, they readjusted the light because it was the same brightness day and night. He said that one now dropped to 500 nits, and it was not blinding but still got your attention.

Grabarz said he had a comment about wording. He said in 11.4.9 in the second sentence of the first paragraph, it said, "any message shall consist of text and numerical digits only." He said he would like to change it to say, "All messages shall consist of alphanumeric fixed only." Jordan said he did not know why the city would not allow pictures. He said it would be safer to see a picture of a 6 pack of Coke as opposed to read it. Grabarz said pictures were worth a thousand words, but it could be a slippery slope. Jordan said there was only so much room anyway. Grabarz said he was not talking graphics. He said he was talking text and numbers. He said he would like to see it say, "All messages shall consist of alphanumeric text only. Wallace said it was two different things. He said if they were going to allow graphics then Grabarz's language was not needed. He said if they were going to restrict graphics, they could change it to what Grabarz language. Wallace said the question was whether or not they wanted to allow graphics.
Green said most of them were now like LED TV's. Jordan said they were not like the Pavilion light bulbs. Jordan said if it was going to be allowed on Hwy. 501 then they should want what was safest and that was pictures and color.

Foye said he thought the clear, white, or amber was old technology. Jordan said he thought colors and graphics should be allowed.

Wallace asked the two remaining visitors if they were here for this agenda item. He asked them to introduce themselves. Brent Groom introduced himself and Debbie Brooks and said they were both with HTC. He said they were happy to have a retail store in the city limits.

Groom said they had purchased the former Johnny Suzuki building. He said it was a busy location. He said they wanted to do a pretty sizable LED board that people would see. He showed a picture of the sign they currently had built under the old ordinance. He said if he wanted to go with LED with what was being proposed, he would have to come down in size. He said that was an issue because places around him had massive signs. He said the amount of space being proposed for the LED would be very small. He said they understood the city had a responsibility to try to fit something that worked in as many places as possible. He asked if the Board would look at this proposed ordinance a little harder. He said they had no problem with the length of time that the message was up there, or the sensors detecting that it was dark and dimming the brightness. He said he was not sure when the CresCom sign was put in place, but they checked around and the standard was now a bit higher on the nits. He said they would like to go to 7,500, similar to what Tyson Signs had.

Jordan said it would have to be a monument sign, too. Jordan said he thought the HTC sign that was currently in place was a good looking sign. He said having said that, the Board did not want to get into a habit of approving each individual sign.

Green asked Groom if they wanted 67 square feet of LED signage. Groom said they wanted to be able to have 50% of the sign board be LED and to delete the 30 square feet limitation. Groom said their issue was that it was a busy area. He said they had a frontage road so they weren't right up on Hwy. 501. He said they were competing with a lot of other businesses out there.

Groom said when they sold something at their retail store, the sales tax went to the city. He said they were open to working with the city whether it's announcing events for the city, doing Amber alerts or whatever was needed.

Grabarz said this was a borderline grandfather situation. Wallace said changing the sign to changeable copy made it different. Wallace said there were two ways they could approach this. One was geographically and one was size. He said he didn't want big signs up to the bridge or up to Walmart on the other end of Hwy 501, but it was all one corridor now. Jordan said it was only 501 Bypass and not the Business. Leinwand said that was correct.
Brooks said they would not put something out there that was tacky. Jordan said he thought the whole ordinance could be tailored to make that work. Wallace asked if the Board would consider making the recommendation for a larger sign or something other than a monument sign. Leinwand explained what a monument sign was, and the current HTC sign was a freestanding post sign.

Green said it would be nice during hurricanes or any other serious weather, HTC could post notices from the city on their signs. Grabarz said it was a good looking sign as it was. Foye said the sign was back off the road anyway. Green said the Hadwin White sign was so large and you didn’t see the HTC sign until you were right on it.

Groom said if it was a monument sign, the landscaping would be lost around it.

Jordan made a motion, seconded by Humphries, to approve the proposed amendment with the following changes to Section 11.4.9 Electronic Message Center:

- Introductory paragraph - “Any message shall consist of alpha numeric and graphics only,...”
- B.- Size - “The size of the EMC shall be no greater than 50 percent (50%) of the total sign area.”
- C.1 – Illumination - strike C1 in its entirety.
- C.7 - Illumination – “The EMC shall not exceed 7,500 nits from sunrise to sunset...”
- E.1 – Additional Conditions – Strike the first sentence in its entirety.
- E.3 – Additional Conditions – Strike E.3 in its entirety.

The proposed amendment is attached to these minutes for reference.

Wallace asked what the current upper size limit was in the corridor. Leinwand said if he meant for a freestanding post sign, the height limits were 16’ for a single tenant and up to 20’ for four or more tenants. Wallace asked about the area. Leinwand said 60 square feet for a single tenant and 80 square feet for more than three tenants.

Green said what about the part that said no video permitted. He said the Tyson Sign Company had video. Jordan thought that was graphics. Leinwand said it was video.

Green made a motion, seconded by Jordan, to amend Jordan’s motion, to strike E.3. The vote in favor was unanimous. The vote in favor was unanimous.
Wallace asked for a vote on the original motion. The vote in favor was unanimous. The motion carried.

VI. PUBLIC INPUT

There was none.

VII. BOARD INPUT

Green asked if Public Works could look at the sidewalks in the Kingston Lake area. He said some were really starting to bump up. Leinwand said he would ask them.

VIII. STAFF INPUT

Leinwand mentioned training for 2012 was still required to be taken by several Board members. He said staff had sent out an email concerning some upcoming training opportunity.

IX. ADJOURN

There being no further business to come before the Board, the meeting adjourned at 6:25 p.m.

Approved and signed this 6th day of Sept., 2012.

S:\\Signature\\

Gerald Wallace, Chairman