



New Albany Informal Planning Commission  
July 6, 2020 Minutes

Planning Commission met in regular session in the Council Chambers at Village Hall, 99 W. Main Street and was called to order by Planning Commission Chair Mr. Neil Kirby at 7:02 p.m.

Those answering roll call:

Mr. Neil Kirby, Chair	Present
Mr. Brad Shockey	Present
Mr. David Wallace	Present
Mr. Hans Schell	Present
Ms. Andrea Wiltrout	Present
Mr. Sloan Spalding (council liaison)	Absent

(Mr. Kirby, Mr. Shockey, Mr. Wallace, and Mr. Schell present via GoToMeeting.com; Ms. Wiltrout present at Village Hall).

Staff members present: Steven Mayer, Development Services Coordinator; Chris Christian, Planner (via GoToMeeting.com); and Josie Taylor, Clerk (via GoToMeeting.com).

Mr. Kirby asked if there were any additions or corrections to the agenda.

Mr. Christian stated none from staff.

Mr. Kirby swore Mr. Aaron Underhill and Mr. Brad Oleshansky to tell the truth to the PC.

Mr. Kirby asked if there were any persons wishing to speak on items not on tonight's Agenda. (No response.)

### **Other Business**

#### **Zoning Change Informal Review**

**Rezoning of 19.68 acres from Infill Planned Unit Development (I-PUD) to Infill Planned Unit Development (I-PUD) generally located north of State Route 161, south of Smiths Mill Road and west of Kitzmiller Road for an area to be known as the “Motor Enclave Zoning District.”**

**Applicant: The Motor Enclave New Albany, LLC c/o Aaron Underhill**

Mr. Christian presented the staff report.

Mr. Aaron Underhill, attorney for the applicant, discussed the private, automobile campus-type project noting it would have a condominium type of ownership although there would not be any residential use.

Mr. Oleshansky, speaking for the applicant, stated there were a handful of these projects across the country and noted he had built the largest of these sites in the country in the state of Michigan. Mr. Oleshansky stated the exterior of the buildings

would be high quality, purchasers would customize their own interiors, and the site would have HOA requirements. Mr. Oleshansky stated the site contained wetlands which they would preserve in their entirety and use as an aesthetic feature.

Mr. Kirby asked Mr. Underhill about the architecture of the building, indicating that with the 27 foot drop from Kitzmiller Road the roof of the building would be very visible and should be part of the design.

Mr. Oleshansky stated that was the case and no exterior mechanicals would be allowed and there would not be anything on the roof other than cupolas for design purposes.

Mr. Kirby asked if they would consider using geothermal heating and cooling on the site.

Mr. Oleshansky stated he needed to learn more about that.

Mr. Kirby stated he should consider finding a good geothermal installer.

Mr. Oleshansky stated he would look into that although they had some ground challenges.

Mr. Schell asked Mr. Oleshansky if they would have 175 garages on the site.

Mr. Oleshansky stated it would be up to 175 but they would be building in phases and it may be a few less than that.

Mr. Underhill stated there would be a base unit of 600 square feet but buyers could unite them to create 1,200 or 1,800 square foot units as they were modular.

Mr. Oleshansky stated that over seventy percent (70%) of units in Michigan were about 1,200 square feet.

Mr. Schell asked when the site built in Illinois was started and how many units it had.

Mr. Oleshansky stated it was started approximately seven (7) years ago and was up to about 140 units.

Mr. Schell asked how long it had taken to develop up to that number of units.

Mr. Oleshansky stated his goal in Michigan had been to sell 150 units in three (3) years but they were at 220 units in three (3) years. Mr. Oleshansky stated a Minneapolis project had 150 units and another Minneapolis project had sold fifty (50) units in the first year. Mr. Oleshansky said that 150 to 160 units over three (3) years was very doable. Mr. Oleshansky added that generally economic factors such as a weak economy did not apply as this was recession proof to an extent.

Mr. Wallace asked if the conditional zoning change was doable and asked if Mr. Banchevsky was present.

Mr. Christian stated Mr. Banchefsky was not present.

Mr. Underhill asked if Mr. Wallace was asking about keeping the underlying use.

Mr. Wallace stated it was titled existing zoning rights and he read it to mean that if the deal was not done then the existing zoning stayed and if it was done then the zoning changed and he wanted to be sure it was legally possible to do this.

Mr. Underhill stated that being in a PUD allowed them to be creative and he felt the best thing to do was to add an addendum to allow that to be the either/or. Mr. Underhill stated that any part of this that closed would immediately, based on what was in the public record, automatically take the other uses out of commission. Mr. Underhill noted he believed the only way they would have any 'leftover land' on the site not taken completely out of the office use district was just to the north of the community building where there was an option to purchase.

Mr. Wallace stated he wanted to be sure Mr. Banchefsky was comfortable with it. Mr. Wallace noted certain sections the applicant had provided that needed to be corrected and certain terms which should be better defined as they might be too vague or broad.

Mr. Underhill stated he thought the Director of Community Development was able to determine similar uses and they might default to that saying he would work with Mr. Christian and Mr. Mayor to tighten up the language.

Mr. Wallace asked if the community building was separate from the individual owners' units.

Mr. Underhill stated that was correct, buyers bought their building and could then, as a member, use the community building subject to monthly or quarterly dues.

Mr. Oleshansky stated the community building was separately owned by an investment group and members' HOA fees would permit them some access. Mr. Oleshansky stated the community building could also be rented for small events.

Mr. Wallace asked if there was a definition of the community building anywhere other than on page 3 of 13.

Mr. Underhill stated he did not believe so and added that he would define it better.

Mr. Wallace asked about the permitted uses and why there would be something like an ice cream shop and where would it be, the community building only or in an owner's unit.

Mr. Underhill stated the uses would all be restricted to the community building not the private units.

Mr. Oleshansky stated they were trying to provide for as much flexibility as possible to offer amenities to the owners through third-parties. Any use discussed would be outside the garage units and in the community building.

Mr. Wallace stated he was confused as some uses seemed to be limited to the community building but then some uses seemed to be broader than that, such as custom repairs. Mr. Wallace noted he was not sure how some of these uses would be limited to the community building.

Mr. Oleshansky stated there would not be any commercial use allowed in the garage units other than having offices in the garage units to be used by appointment only.

Mr. Wallace asked if the uses would be limited to the community building only.

Mr. Oleshansky stated correct.

Mr. Underhill stated he would look at the language.

Mr. Wallace asked if, as the applicant stated, he not clear as to what the members would want to do, there was flexibility in this to meet owners preferences and needs.

Mr. Underhill stated that was right.

Mr. Wallace asked how the prohibited uses would be enforced, through a zoning enforcement mechanism or through HOA bylaws and requirements?

Mr. Mayer stated that as far as the City was concerned it would be through the traditional zoning permit path. Mr. Mayer stated it would be enforced through zoning and code enforcement as part of the permits or change of occupancy.

Mr. Underhill stated he could provide an example of what the private requirements were.

Mr. Wallace stated that would be helpful.

Mr. Oleshansky stated he could share what he had in place in Michigan and added that New Albany was not as strict in requirements as Michigan. Mr. Oleshansky stated no equipment or automobiles were permitted outside without an owner present.

Mr. Wallace stated a reference to the condominium regime was made and noted that what it referred to was not clear and asked if it could be clarified.

Mr. Underhill stated okay.

Mr. Wallace stated subsection F contained a reference to a gate at the potential Forrest Road entrance and asked what was meant by saying it may or may not be motorized.

Mr. Underhill stated an attendant would not be needed to open or close the gate, it would be automatic.

Mr. Wallace asked if some sort of card would be required.

Mr. Underhill stated correct.

Mr. Wallace asked how garbage for the units would be handled.

Mr. Oleshansky stated there was a common dumpster that would be screened off and owners had to take their own garbage out.

Mr. Wallace asked if that would be handled through the bylaws.

Mr. Oleshansky stated yes.

Mr. Wallace asked staff if they should address this in the PUD text.

Mr. Mayer stated they could but that as this was also a PUD the applicant would have to return with a Final Development Plan (hereafter, "FDP") and those details could be reviewed at that time as well.

Mr. Wallace stated okay.

Mr. Kirby asked if the trash collector would be able to access the dumpster even with the gate.

Mr. Oleshansky stated yes, the same as for deliveries.

Mr. Wallace asked staff if the language in the appeals and variances section was standard or special for this application.

Mr. Christian stated it was standard.

Mr. Underhill stated they had recently used more limitation text, but this had normally been used in PUDs.

Mr. Wallace stated he had no further questions.

Mr. Shockey asked how many phases would there be, were they part of the text, and were they defined.

Mr. Underhill stated it would be built in phases but they were not defined as that would be an issue for the FDP.

Mr. Shockey asked the applicant if the phases would be covered in the FDP?

Mr. Oleshansky stated yes. Mr. Oleshansky said in phase 1 there would probably be three (3) buildings and one (1) community building with a potential for three (3) or four (4) more phases based on the market.

Mr. Shockey asked if the community center was in the initial phase.

Mr. Oleshansky stated yes.

Mr. Shockey asked if it was correct that this would be a situation where sales would be from the developer to private owners and users.

Mr. Oleshansky stated that was correct, they did not do leasing but did permit the owners to lease for up to one (1) year to one (1) individual.

Mr. Shockey asked if it would not turn into a rental community then, the units had to be sold regardless of sales levels.

Mr. Oleshansky stated correct.

Mr. Shockey asked if that was in the text.

Mr. Underhill stated they would provide restrictions as part of the FDP but could define more in the text if that was preferred.

Mr. Shockey stated he was just looking down road in case business plans altered due to the market and other realities. Mr. Shockey asked if any of these would be sold to an investment group.

Mr. Oleshansky stated it was not intended to but they would not restrict that and noted they did have corporate owners but they must comply with the rules.

Mr. Shockey asked if the applicant had not seen that occurring in the other locations he had mentioned.

Mr. Oleshansky stated no and added that he did have owners who purchased units as an investment because they did appreciate, so units may sit empty or be rented out.

Mr. Shockey asked if A-J were all within the community building not the individual garages.

Mr. Oleshansky stated correct.

Mr. Shockey asked whether ventilation requirements were applicable here due to potential fumes, fuel, etc., and would an air exchange be needed.

Mr. Oleshansky stated that based on the square footage the individual units had sufficient air exchange but the community building would require air exchange units.

Mr. Shockey stated a rendering or prospective visuals for this would be good to have.

Mr. Oleshansky stated he would soon have such visuals.

Mr. Shockey stated the roof tops view from Kitzmiller Road, although not as widely travelled as SR-161, would still be very noticeable and it would be nice to see what it would look like, especially given the proposed setbacks.

Mr. Oleshansky stated the New Albany Company needed those too and they could provide something with color renderings.

Mr. Shockey asked if there would be multiple color buildings.

Mr. Oleshansky stated no, they would all be in a grey and white color palette.

Mr. Shockey asked staff and Mr. Underhill if this was an infill PUD.

Mr. Underhill and Mr. Christian stated that was correct.

Mr. Shockey asked if the development plan was where the color scheme and the materials would be identified and did the Planning Commission or the Architectural Review Board get to see that.

Mr. Christian stated that was correct, the FDP must be submitted with drawings and landscape plans to get comments and be reviewed and the Planning Commission would get that.

Mr. Kirby stated the text indicated they had seventy percent (70%) lot coverage and asked if they knew what the actual lot coverage was?

Mr. Underhill stated they thought it would be closer to less than sixty percent (60%).

Mr. Kirby stated there were a lot of hard surfaces and blacktop here.

Mr. Underhill stated it was still to be worked out.

Mr. Kirby stated the internal trees that would end up at the end of the parking islands would be mandatory. Mr. Kirby stated section 4 discussed the removal of the understory and asked why that would be done when they were in a preservation zone.

Mr. Underhill stated the intent was to remove the understory along SR-161 to present the frontage as well as possible.

Mr. Oleshansky stated that was correct, they were preserving all the trees they could preserve but he did not think that was in the wetlands.

Mr. Kirby stated it was marked wetland "D and D" along SR-161 on the slide presentation they were showing.

Mr. Oleshansky stated those on SR-161 would not be disturbed, that would be more on Kitzmiller Road, although dead branches would be cleaned up.

Mr. Kirby asked if the new tree line on Kitzmiller Road was where the understory might go away.

Mr. Oleshansky stated yes, but they would plant new trees there.

Mr. Kirby stated they needed to be careful with language as the understory was part of the deal.

Mr. Underhill stated that was understood.

Mr. Kirby asked if a fire truck could enter the property.

Mr. Oleshansky stated yes.

Mr. Kirby stated he was referring to ladder trucks.

Mr. Oleshansky stated all would be designed with turn radiuses and they had met with the fire department.

Mr. Kirby stated it would be good to say they had the concurrence of the fire department. Mr. Kirby asked about fire safety in the buildings.

Mr. Oleshansky stated the units had sprinklers and fire walls between the units.

Mr. Kirby asked if in the public discussion they would have a clear presentation of where trees would be removed and where they would stay.

Mr. Underhill stated yes.

Ms. Wiltrot asked how people would travel within the lot in a car or on foot.

Mr. Oleshansky stated people would enter and pull up to their garages where their dedicated parking spots would be located. Mr. Oleshansky stated there would be guest spots available also. Mr. Oleshansky said there would not be any sidewalks and people would walk on the asphalt.

Ms. Wiltrot asked if there would not be an outer drive to connect the buildings, noting that one of the garages in the presentation appeared to be far away from the community building. Ms. Wiltrot asked how the Michigan location was set up.

Mr. Oleshansky stated that in Michigan he had 87 acres and many of the owners used golf carts, but he did not expect that at this site as it was not that far to walk.



Mr. Underhill asked Mr. Oleshansky to discuss the site in terms of potential conflicts between traffic and pedestrians, adding that there would not be lots of cars.

Mr. Oleshansky stated that he worked out of his Michigan location, where they had 220 garages, when he was in town. Mr. Oleshansky said there were normally four (4) or five (5) people a day with perhaps thirty (30) or forty (40) people on the weekend. Mr. Oleshansky stated they may open to the public six (6) or twelve (12) times a year when they would have more traffic.

Ms. Wiltout asked if there would be any type of flow or signage to direct traffic to avoid accidents.

Mr. Oleshansky stated they had posted speed limit signs and they strictly enforced them.

Ms. Wiltout asked what the process to extend Forrest Drive to the entrance would be.

Mr. Mayer stated the extension shown here was anticipated as part of this plan and they were working on it at this time.

Mr. Underhill stated there was an existing easement for the hospital just to the north of the site and when they brought the FDP for review they would need to be in alignment with that.

### **Poll Members for Comment**

Mr. Kirby stated the use looked very nice, especially if many of the trees could be saved.

Mr. Shockey stated this might be a very good use for this property, particularly now that working from home seemed to be not only necessary but perhaps an ongoing trend.

Mr. Kirby stated there had been variance requests for garages so he suspected there was a market for this use in New Albany.

Mr. Kirby adjourned the meeting at 8:28 p.m.

Submitted by Josie Taylor.

## **APPENDIX**