



**Planning Commission**  
**June 20, 2023 - 6:00 PM**  
**233 South Main Street, Monroe, Ohio**

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**Call to Order**

**Roll Call**

**Approval of Minutes**

- May 16, 2023 Planning Commission Minutes

**Old Business**

**New Business**

- *Public Hearing*  
Case No. 2023-6-3 Consideration of a Major Amendment to the Garver / Major  
Planned Unit Development

**Administrative Reports**

**Adjournment**



**Planning Commission Minutes  
May 16, 2023  
233 South Main Street, Monroe, Ohio**

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***Call to Order***

Mr. Kirkpatrick, Chair, called the meeting to order at 6:00 p.m.

***Roll Call***

Planning Commission members present: David Kirkpatrick, Christina McElfresh, Matthew Frye, Tony Marconi. Absent Dave Grant

Staff members present: Tom Smith, Director of Development; Jameson Cole, Planner; Michelle Layman, Planning and Zoning Specialist.

Mr. Kirkpatrick requested a motion to excuse Mr. Grant from the meeting. Mrs. McElfresh moved to excuse Mr. Grant from the meeting; seconded by Mr Frye. Voice vote. Motion carried.

***Approval of the Minutes***

Mrs. McElfresh moved to approve the minutes of the April 18, 2023, meeting; seconded by Mr. Marconi. Voice vote. Motion carried.

***Old Business***

Mr. Kirkpatrick requested a motion to remove Case No. 2023-4-2 from the table. Mr. Frye moved to remove Case No. 2023-4-2 from the table. Seconded by Mr. Marconi. Voice vote. Motion carried.

Mr. Kirkpatrick re-introduced Case No. 2023-4-2. Consideration of a zoning map amendment and associated planned unit development regarding 126.9 acres of property at Kyles Station Road and Butler Warren Road from B-P Business Park to R-2 Single Family Residential.

Mr. Smith presented the background as follows:

On April 18, 2023, The Planning Commission held a public hearing and reviewed an application submitted by Grand Communities LLC proposing a zoning map amendment and associated Planned Unit Development (PUD) regarding 126.9 acres of property located at Kyle's Station Road and Butler Warren Road from Business Park to R-2 Single



Family Residential PUD. The application proposed a 220-unit single-family residential development. In that meeting the Planning Commission made a motion to table the application for further review.

Mr. Smith reviewed the previous site plan and the revised plans. Mr. Smith stated the applicant has removed the 7 panhandle lots. Mr. Smith stated the applicant decreased the density from 2.1 per acre to 2.0 per acre, which would mean the applicant can have 2 structures per acre. Under the provisions they would have 3.48 units per acre.

Mr. Smith stated the applicant has turned the end of Brookfield Road into a cul-de-sac. He stated they have the results from the traffic study that he will explain later.

Mr. Smith reviewed the open space standards as follows:

Formal and informal open space would be required. Based on 126.9023 total acres, 25.38 acres of open space is required, with 6.35 acres of formal open space required. Open space cannot come from unusable areas such as easements, rights-of-way, streams, flood areas, etc. The percent of total open space is 46% or 48.7 acres, well above the required 20%. The formal open space consists of 6.35 acres proposed as an internal trail network and picnic/shelter area.

Mr. Smith reviewed the subdivision design standards as follows:

Per current plan, the applicant appears to meet City standards for public City streets. A Traffic Impact Study proves that only two access points are needed and that a third access point is not required. The Site Distance Study submitted by the City's Engineer demonstrate that both access points are shown in a safe location with sufficient distance from the intersection. Staff notes street trees placed every 40 ft. on center in the tree lawn (between curb and sidewalk) is required.

Mr. Smith reviewed the area that will be a dedicated right of way and where a roundabout will be.

Mr. Smith reviewed the site development standards as follows:

Code requires that lots located on a cul-de-sac or knuckle roadway are required to have a minimum lot width of 40 ft. measured at the right-of-way line.

Of the 219 lots, 216 lots have met this requirement. The proposed plan indicates that:

- Lot 38 has 39ft. of minimum lot width
- Lot 125 has 36ft. of minimum lot width
- Lot 139 has 36ft. of minimum lot width



The minimum lot widths for lots 11, 27-29, 37, 54-56, 108, 119-121, and 174-176 from the previous submission have been corrected to meet the code requirement.

At the request of the Planning Commission, all panhandle lots have been removed from the previous preliminary plan submission.

Code section 1206.03(I)(6) says that the minimum dwelling size of a PUD shall be established in the underlying base zoning code and that no reduction in the minimum dwelling size shall be permitted. Based on the application, the underlying base zoning is R-2 Single-Family Residential. In the R-2 zone the minimum floor area required is 1,800 sq. ft.

The current application proposes:

1. The Patio product type to be approximately 1,725 sq. ft. and up.
2. The Designer product type to be approximately 1,621 sq. ft. and 2,457 sq. ft. and up.
3. The Masterpiece product types are shown as approximately 2,212 sq. ft. and 4,069 sq. ft. and up.

There is a disparity of approximately 75 sq. ft. of minimum floor area in the Patio product type (94 lots) and 179 sq. ft. of minimum floor area in the Designer product type (76 lots). The Masterpiece product type shows a minimum of 2,212 sq. ft. of minimum floor area. Because the code indicates that no reduction in the minimum floor area shall be permitted, the applicant wishes to submit an application for a variance to the minimum floor area requirement, contingent on Planning Commission approval of the preliminary plan.

Mr. Smith reviewed the future land use plan. The Future Land Use Map designates this site as a Large Lot Residential zone, which is intended for single-family housing development of varying sizes with a maximum density of 2 units per acre. At the request of the Planning Commission, the applicant has revised the overall density of this project to meet the required base code of 2.0 units per acre with density of lots at 3.848 units per acre. The previous submission showed 2.1 units per acre with a density of lots at 3.893 units per acre.

Mr. Smith reviewed the criteria for rezoning as follows:

Whether the proposed amendment corrects an error or meets the challenge of some changing condition, trend, or fact since the time that the original text or map designations were established.

- Staff feels the applicant does meet that condition.



Whether the proposed amendment is consistent with the comprehensive plan or other applicable city plans;

Whether the proposed amendment is consistent with the purpose of this code;

Whether, and the extent to which, the proposed amendment addresses a demonstrated community need.

- Mr. Smith stated it provides a varying type of home.

Whether the proposed amendment will protect the health, safety, morals, and general welfare of the public;

- Mr. Smith stated staff do not see this as any type of burden on public services and that they feel it will be an asset to the city.
- It doesn't burden the school district due to it being in the Lakota School district.

Whether the proposed amendment will result in significant mitigation of adverse impacts on the natural environment, including air, water, noise, storm water management, wildlife, and vegetation

- It will impact the current environment but no differently than any other subdivision.

Whether the proposed amendment will ensure efficient development within the City;

Whether the proposed amendment will result in a logical and orderly development pattern

- Staff do not see any reason why not.

Mr. Smith reviewed the PUD criteria as follows:

The PUD plan is consistent with the intent and purpose of the Comprehensive Plan;

- Staff feel it is

The plan is in compliance with the standards of this chapter;

The plans are in compliance with the other applicable standards of this code, including but not limited to, architectural standards, off-street parking, signage, and landscaping;

- Architectural standards are in conformance.
- Street parking will be vetted more as the site plan develops

The property adjacent to the area included in the plan will not be adversely affected.

- Staff do not see it being adversely affected.
- Sidewalks and pathways will increase property value

Mr. Smith reviewed staff comments as follows:



Public Works/Engineering Department:

- Show proposed utilities.
- Submit to BCWS for sanitary review.
- Construction route to be included in the development agreement.
- Water main shall be looped from the north end of Brookfield and the north end of Waterbend.

Mr. Smith reviewed the staff recommendation as follows:

That, the Planning Commission make a motion to approve the application contingent on:

1. A minimum floor area of 1,800 square feet; or
2. Approval from the Board of Zoning Appeals for a variance to code section 1206.03(l)(6): Minimum Dwelling Size

The applicant reviewed the following:

- Fisher Homes and their background
- The location of the subdivision
- The vision of Fischer Homes
- Reduced density and added cul-de-sac.
- Typical mounding Fisher Homes uses.
- Different home types

Mr. Kirkpatrick stated he feels the applicant should meet the 1,800 square feet and the lot size requirement or apply for a variance.

Mrs. McElfresh stated meeting our standards is critical. She requested the applicant meet our code or apply for a variance. The applicant stated they are willing to do either of these.

Mr. Marconi asked if there are only 3 lots that don't meet current requirements. Mrs. McElfresh stated that is correct.

Mr. Smith stated the lot size has flexibility within the PUD.

Scott Huber, civil engineer, clarified the 3 lot sizes in question stating:

- Lot 38 is labeled incorrectly; it is 40 feet
- Lot 139 has a frontage of 55 feet so it can be shifted over.
- Lot 125 has 60 feet of frontage

Mr. Huber stated all of these can be corrected without a variance.



Mr. Frye asked how width is calculated. Mr. Huber explained there are 2 things that need to be looked at in reference to lot width:

1. The frontage along the right of way
2. What is the lot width

Mr. Frye appreciated the traffic study information and the information regarding the roundabout.

Mr. Kirkpatrick asked if there are any additional comments.

Mrs. McElfresh moved to approve and recommend Council approve Case No. 2023-4-2 Consideration of a zoning map amendment and associated planned unit development regarding 126.9 acres of property at Kyles Station Road and Butler Warren Road from B-P Business Park to R-2 Single Family Residential planned unit development with the following conditions:

- The minimum floor area of 1,800 square feet or;
- Approval from the Board of Zoning Appeals for a variance to code section 1206.03 (I)(6): Minimum dwelling size.

Seconded by Mr. Frye. Roll call vote. 4 ayes. Motion carried.

***New Business***

- None

***Administrative Reports***

- None

***Adjournment***

Mr. Frye moved to adjourn; seconded by Mrs. McElfresh. Voice vote. Motion carried.

The Planning Commission meeting adjourned at 6:35pm.

Respectfully submitted,

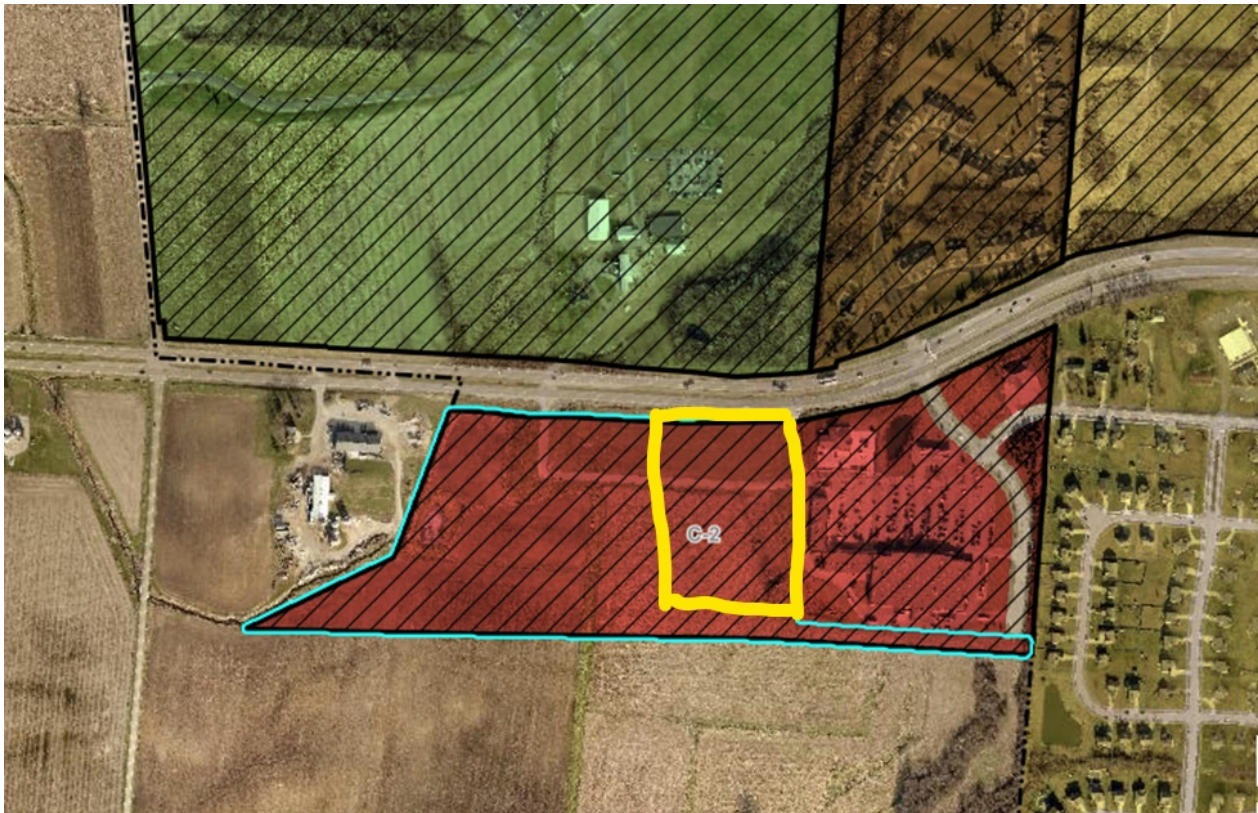
Michelle Layman  
Planning and Zoning Specialist

**Planning Commission**  
**June 20, 2023 - 6:00 PM**  
**233 South Main Street, Monroe, Ohio**

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**Background**

Michael Majors has submitted an application for Major PUD Amendment regarding the Garver/Majors Planned Unit Development (PUD), which governs property west of the Heritage Plaza commercial area along State Route 63. The entire property under this PUD is approximately 29.1 acres and is zoned C-2 PUD. The project property under consideration for this amendment will be approximately 8.9 acres at the easternmost end of the PUD site. This project property has not yet been legally split from the larger 29.1-acre site.



The current PUD involves certain restrictions on development and types of uses permitted. The current PUD prohibits automotive sales and places limitations on the look and development of the property. This application seeks to modify several provisions of the PUD, specifically to allow for the development of a Cronin Ford development that would house both new and used automotive sales as well as automotive service station. In their submittal, the applicant states this location would act to sell and service the fleet of sprinter vans at the Kroger distribution center located further west on State Route 63.

**Analysis**

Minor changes to an existing PUD may be approved by the Code Enforcement Officer (i.e.

Development Director or designee) if the proposed change(s) are consistent with the general purpose and character of the approved PUD and do not increase density, decrease lot size or the total amount of open space, or propose major deviations from other requirements of the Code. Modifications beyond what is interpreted to be minor, including extensions or revisions of the stage development schedule, shall be processed the same as the original PUD and as a Major Amendment. It is the interpretation of Staff that a request to permit a use specifically prohibited in the existing PUD document is a major amendment.

The applicant proposes the following amendment language.

1. Section 4 of the existing PUD agreement to read:

**GENERAL CONDITIONS RELATING TO THE PROJECT.**

- A) The following uses are expressly prohibited from being located upon the project property
  - b) Used or new automotive sales. **However, used or new automotive sales and automotive service stations shall be permitted on Permanent Parcel Number \_\_\_\_\_, consisting of approximately 8.8898 acres of the Property.**

2. The following provisions of the proposed PUD agreement shall not be applicable to the Split Parcel:

**PROVISIONS NOT APPLICABLE TO SPLIT PARCEL.**

1. Section 3 “Conditions Specific to the Materials and Color Schemes”
2. Section 4(F) “General Conditions Relating to the Project”; and
3. Section 4(H) “General Conditions Relating to the Project”.

It shall be the duty of the Planning Commission and City Council to investigate and determine that the proposed PUD plan complies with the following conditions.

**The PUD plan is consistent with the intent and purpose of the Comprehensive Plan**

The Future Land Use Map of the Comprehensive Plans calls for both Commercial and Multi-Family Residential for this 8.9-acre project site. Per the comprehensive plan, the Commercial designation is intended for office, retail, hospitality, restaurants, and service businesses. Appropriate location of individual uses within this category should be defined by scale, customer base area, and transportation access considerations.

The comprehensive plan speaks to larger “regional commercial districts”, which can include more intense retail that draw traffic from a wider area and typically include large tenants such as grocery stores (Kroger). These areas should be located closer to the I-75 interchange and major thoroughfares that can handle higher traffic volumes. State Route 63 could be considered a major thoroughfare in this context. The comprehensive plan goes on to describe the following regarding new development in these commercial areas:

- Integrated designs with coordinated accesses, amenities
- Cohesive architecture fitting the context of the larger corridor.
- Buildings should frame and define the street network;

- Large amounts of surface parking, particularly between the building front and the street, should be avoided.
- A coordinated pedestrian system should be provided to connect uses on the site and between the site and adjacent properties.

While the proposed uses (new/used automotive sales and automotive service station) are commercial uses as defined in the current code, it is uncertain whether they and the conceptual site plan meet the intent of the Commercial land use designation as described in the comprehensive plan and summarized above.

#### **The plan is in compliance with the standards of this chapter**

This application is a proposed amendment to a previously approved PUD. The existing Garver/Majors PUD agreement prohibits automotive sales. Automotive sales and leasing are permitted uses in the C-2 underlying, base zoning code. Automotive service stations and parts sales are permitted with standards in the C-2 underlying, base zoning code.

#### **The plans are in compliance with other applicable standards of this code, including but not limited to, architectural standards, off-street parking, signage, and landscaping**

The proposed amendments to the existing PUD language deviate from base code standards. The zoning code presently prohibits the sale of motor vehicles on premises used for automotive service stations. This proposal would specifically allow for both new and used automotive sales and automotive service station uses. While it is understood that most dealerships naturally incorporate a certain amount of service-related uses, the proposed use related to this amendment is the majority of the use of the building. According to the applicant, the proposed square footage of the building would consist of approximately 40% sales related activities and approximately 60% for service-related activities with 40 service bays. The square footage of the entire site would consist of approximately 50% for sales-related activities and approximately 50% for service-related activities.

#### **The property adjacent to the area included in the plan will not be adversely affected**

No public comment has been received as of 6/15/23.

#### **Zoning Code Considerations**

Although automotive sales and leasing; and automotive service stations and parts sales are permitted uses in the C-2 zone:

1. Code Section 1204.04(d)(4)(d) prohibits the sale of motor vehicles on the premises used for automotive service stations; and.
2. The existing Garver/Majors PUD overlay prohibits automotive sales.

#### **Department Comments**

None

#### **Staff Recommendation**

In the case of a proposed major amendment to a Planned Unit Development, **Planning**

**Commission acts as a recommending body to City Council.** Planning Commission may choose to recommend approval, recommend approval with conditions, or recommend denial of the application.

If Planning Commission wishes to recommend approval of this amendment, Staff would recommend incorporating the following conditions:

That, contingent on a split of the parcel, the amendment language be revised to read as follows:

1. Split parcel be excluded from Section 3(A) and in conformance with the conceptual designs included in the applicant's application.
2. Section 4(A)(b):

**GENERAL CONDITIONS RELATING TO THE PROJECT.**

A) The following uses are expressly prohibited from being located upon the project property

b) Used or new automotive sales. **However, used or new automotive sales and automotive service stations shall be permitted on Permanent Parcel Number \_\_\_\_\_, consisting of approximately 8.8898 acres of the Property.**

3. Section 4(F):

F) No use located upon the Project property shall be permitted to maintain or display outside bulk storage of inventory, materials, merchandise, or other items related to the business or personal use of the property unless permitted as set forth in the Zoning Enforcement Officer. The temporary display of seasonal items shall be permitted on the Project property subject to the approval of the Zoning Enforcement Officer as set forth in the City of Monroe Planning and Zoning Code. **However, automotive sales uses shall be permitted on split parcel to display outside inventory of automotive vehicles in the area fronting State Route 63 and Ring Road and Ring Road to the front façade of the building structure.**

4. Section 4(H) to remain in effect for split parcel.

**FIRST AMENDMENT TO**  
**GARVER/MAJORS PLANNED UNIT DEVELOPMENT AGREEMENT**

**THIS FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT** (“First Amendment”) is made effective as of \_\_\_\_\_, 2023, by and between **THE CITY OF MONROE, OHIO, an Ohio municipal corporation (the “City”), and ROBERT G. MAJORS and JANET MAJORS, husband and wife (the “Majors”), and DONALD GARVER and ELAINE GARNER, husband and wife (the “Garvers”) (collectively the “Parties”)**, and amends that certain Planned Unit Development Agreement executed by the Parties on \_\_\_\_\_, 2005, and recorded at Book \_\_\_\_, Page \_\_\_\_ (the “Agreement”).

**RECITALS**

WHEREAS, the Parties entered into the Agreement to memorialize the substantive conditions attached to the portion of the planned unit development property (“Property”), owned and developed by Garver and Majors;

WHEREAS, the Agreement provided several prohibited uses on the Property including used or new automotive sales;

WHEREAS, the Parties desire to split off approximately 8.8898 acres of the Property (as further identified on Exhibit A, attached hereto, the “Split Parcel”) to sell that portion to an affiliate of the Cronin Auto Group (“Cronin”);

WHEREAS, the Parties desire to amend the Agreement such that certain provisions of the Agreement not apply to the Split Parcel in order for Cronin to maintain compliance with its franchise regulations as it relates to the transaction; and

WHEREAS, the Parties desire to amend the Agreement to expressly permit and allow used or new automotive sales and automobile services stations on the Split Parcel in order to pursue its transaction with Cronin.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended as follows:

1. **RECITALS.** The foregoing recitals are hereby incorporated into this First Amendment.

2. **GENERAL CONDITIONS RELATING TO THE PROJECT.** Section 4 of the Agreement is hereby amended with the following language:

A) Used or new automotive sales. **However, used or new automotive sales and automotive service stations shall be permitted on**

**Permanent Parcel Number** , **consisting of approximately 8.8898 acres of the Property.**

- F) No use located upon the Project property shall be permitted to maintain or display outside bulk storage of inventory, materials, merchandise, or other items related to the business or personal use of the property unless permitted as set forth in the Zoning Enforcement Officer. The temporary display of seasonal items shall be permitted on the Project property subject to the approval of the Zoning Enforcement Officer as set forth in the City of Monroe Planning and Zoning. **However, automotive sales uses shall be permitted on split parcel to display outside inventory of automotive vehicles in the area fronting State Route 63 and Ring Road and Ring Road to the front façade of the building structure.**

3. **PROVISIONS NOT APPLICABLE TO SPLIT PARCEL.** The following provisions of the Agreement shall not be applicable to the Split Parcel:

- a) Section 3 “Conditions Specific to the Materials and Color Schemes”. Notwithstanding, conditions specific to materials and color schemes shall be in conformance with the general conceptual designs submitted as part of the applicant’s application.

4. **REAFFIRMATION OF AGREEMENT.** The Agreement as supplemented and amended by this First Amendment is hereby reaffirmed and reinstated. The same may not be further amended or modified except in writing signed by both parties.

5. **COUNTERPARTS.** This First Amendment may be executed in any number of counterparts, and it shall be sufficient that the signature of each party appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement. Signatures transmitted by e-mail or facsimile shall be treated as original signatures for all purposes of this First Amendment.

6. **MISCELLANEOUS.** Any capitalized terms not defined herein shall have the meaning as set forth in the Agreement. In the event of a conflict between this First Amendment and the Agreement, this First Amendment shall control. All other provisions of the Agreement not specifically amended by this First Amendment shall remain in full force and effect.

(signatures on following page)

**IN WITNESS WHEREOF**, the parties hereto have set their hands as of the date first written above.

**THE CITY OF MONROE, OHIO**

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**ROBERT G. MAJORS**

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**JANET MAJORS**

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**DONALD GARVER**

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**ELAINE GARVER**

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**GARVER / MAJORS**  
**PLANNED UNIT DEVELOPMENT AGREEMENT**

**THIS PLANNED UNIT DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between by and between **The CITY OF MONROE, OHIO**, an Ohio municipal corporation (the "City"), and **ROBERT G. MAJORS** and **JANET MAJORS**, husband and wife (the "Majors"), and **DONALD GARVER** and **ELAINE GARVER**, husband and wife (the "Garver").

1. **Recitals.** Midland Monroe Development Co., LLC ("Midland") has proposed to develop a retail shopping center with one (1) adjacent outparcel on property located at the corner of Macready Avenue and State Route 63 and being further described in the Preliminary Development Plan as submitted to the Monroe City Council. Midland has further agreed to develop the its parcel according to the guidelines set forth in Monroe Zoning Ordinance Chapter 1272 "Planned Unit Development Procedures." Midland is requesting a rezone of the Kroger / Midland property Project from the existing R-3 zoning district to C-2 PUD as agent for the property owners (Majors and Garver).

Included in this project area is newly annexed land from Lemon Township that requires a rezone to C-2 PUD. Majors and Garver intend to market and develop the future C-2 PUD property not included as part of the Midland property. The parties desire to enter into this agreement to memorialize the substantive (specific) conditions attached to the portion of this planned unit development owned and developed by Garver and Majors.

2. **Scope of Application for this Agreement.** This Agreement is applicable to any and all new development occurring upon the portion of the Project property remaining under the ownership and control of Garver and Majors as indicated on the Preliminary Development Plan approved by Monroe City Council and being more particularly identified in Exhibit "A" (the "Project"). This Agreement shall also apply to any future reconstruction or expansion to existing structures located upon the Project property. This Agreement shall apply to any and all new development and any future reconstruction of existing structures located within the Project property outparcels. *This Agreement shall not apply to the Midland property containing a Kroger store, attached retail center and single outparcel.*

This Agreement applies to the approved Stage III final development plans (site plans) for all structures located on the Project property and any Stage III Construction Drawings approving new infrastructure improvements. The final development plans for each structure located on the Project property shall follow the site plan standards as set forth in Monroe Zoning Code Chapter 1232.13 "Site Plan Standards" and all other applicable chapters contained within the Zoning Code.

3. **Conditions Specific to the Materials and Color Schemes.**

A. The external materials and color schemes used in the construction of all structures located on the outparcels and any other portion of the Project shall be consistent with the prevailing character of the area and generally consistent with the retail center and grocery store structures located on the Midland property.

4. **General Conditions Relating to the Project.**

A. The following uses are expressly prohibited from being located upon the Project property:

- a) Sexually oriented business uses as defined in the Monroe Zoning Ordinance Chapter 1206.01.
- b) Used or new automotive sales.
- c) Funeral homes.
- d) Marine sales and service.

B. The landscaping for all new development on the Project property shall, at a minimum, strictly conform to all applicable landscaping and bufferyard requirements as set forth in Monroe Zoning Ordinance Chapter 1274.

C. Garver and Majors and any respective successors and assigns agree to strictly conform to the sign standards set forth in Monroe Zoning Ordinance Chapter 1282.12 unless modified by waiver contained within this Agreement or by approval of a future PUD Amendment.

D. All signs located on the Project property shall utilize similar or compatible colors and styles to the buildings which such signs identify. Sign detail and elevations shall be included in the final site plan submissions for all structures located within the Project property and the Monroe Planning Commission shall retain the authority to accept or reject said sign designs. No more than one (1) ground mounted sign as provided for in Monroe Zoning Ordinance Chapter 1282.12 shall be located on any single outparcel. A waiver not to exceed 30% of the applicable regulation may be granted to Garver and Majors and any future outparcel user for the purpose of constructing any ground mounted sign at a height exceeding the applicable sign code requirements at the discretion of the Zoning Enforcement Officer upon submission of a completed sign permit application. Ground mounted signs shall be the only permitted ("stand-alone") identification signs utilized by any outparcel user located in the Project Area.

E. A waiver shall also be granted to Garver and Majors and any respective successors and assigns for the placement of one (1) freestanding sign located near the entrance of the

development (generally located at the intersection of the frontage road and State Route 63 and being situated outside any public right-of-way) subject to the setback, height and square footage requirements for C-2 districts as set forth in the Monroe Zoning Code. Said freestanding sign may be located "off-site" from which the user(s) for which the sign identifies. The sign may also serve to identify the name of the commercial / industrial park.

F. No use located upon the Project property shall be permitted to maintain or display outside bulk storage of inventory, materials, merchandise, or other items related to the business or personal use of the property unless approved by the Zoning Enforcement Officer. The temporary display of seasonal items shall be permitted on the Project property subject to the approval of the Zoning Enforcement Officer as set forth in Monroe Zoning Ordinance Chapter 1268.08.

G. A portion of the described Project Area is newly annexed from Lemon Township, Butler County. The existing Butler County zoning designation was A-1 Agricultural. Citing the authority in Zoning Code Chapter 1272.11, City Council intends to rezone the subject newly annexed property directly to C-2 PUD.

H. Any automotive or truck service related use shall not be permitted any service garage door facing State Route 63.

5. **Infrastructure Improvements**

A. By other PUD Agreement, Midland shall construct all public and private infrastructure improvements as indicated on the approved PUD Stage II preliminary plan and incorporating any modifications, additions and conditions set forth in the PUD Stage III construction drawing approval.

B. Both parties agree that no zoning certificate of occupancy permits shall be issued for any building or user located in the Garver and Majors 4.81 acre "frontage" outparcels prior to the full construction by Midland and final inspection approval by the City for these off-site improvements.

C. Garver and Majors agree that no zoning certificate of occupancy permits shall be issued for any building or user located in the area located south of the service road as indicated in Exhibit "A" as Phase 2 until the traffic impact study is updated to include the residual property located in the Garver and Majors Property area.

D. Garver and Majors expressly agree that curb, gutter and any other infrastructure improvement required to bring the public or private portion of the service road in compliance with the City Specifications for an industrial street shall be completed on a per (outparcel) lot basis. Both parties agree that no zoning certificate of occupancy permits shall be issued for any building or user unless the applicable curb, gutter, sidewalk on the north side (where applicable), and other improvements are constructed along that users' portion of the public or private service road area.

6. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The parties agree that the specific conditions set forth in this Agreement shall be wholly enforceable against all subsequent purchasers and/or users of the Project or any portion thereof. Compliance with the approved PUD final development plan shall be controlled by Monroe Zoning Ordinance Chapter 1272.17 "Compliance With Approved Plan." Failure to comply with the Preliminary Development Plan or subsequently approved final development plans (i.e. site plans) or Stage III Construction Drawings shall initiate the enforcement actions set forth in Monroe Zoning Ordinance Chapter 1272.18 "Permit Revocation" in addition to any other non-performance penalty provided for in this Agreement.

It is further agreed that Garver and Majors shall cause this Agreement to be properly recorded with the Butler County Records Office within 45 days after the issuance of the PUD permit by the Monroe City Council.

If one or more of the provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unconstitutional, or unenforceable in any respect, that invalidity, illegality, unconstitutionality or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, unconstitutional, or unenforceable provision had never been contained herein.

This Agreement constitutes the sole and entire agreement between the parties, their successors, and assigns and no modification hereof shall be binding unless set forth in writing signed by the parties. This agreement shall be governed under the laws of the State of Ohio.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed in their names by their respective duly authorized representatives on the date first written above.

Signed in the presence of:

THE CITY OF MONROE, OHIO

By: 

William J. Brock

Pam Kilburn

Robert G. Majors  
Robert G. Majors

Robert G. Kilburn

Pam Kilburn

Janet Majors  
Janet Majors

Robert G. Kilburn

Pam Kilburn

Donald Garver  
Donald Garver

Robert G. Kilburn

Pam Kilburn

Elaine Garver  
Elaine Garver

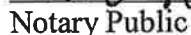
Robert G. Kilburn

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City Manager of the City of Monroe on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

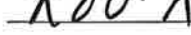
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SWORN to and SUBSCRIBED in my presence by the said Robert G. Majors, property owner, on this 11<sup>th</sup> day of April, 2005.



)

SWORN to and SUBSCRIBED in my presence by the said Janet Majors, property owner,  
on this 11<sup>th</sup> day of April, 2005.



Notary Public

STATE OF OHIO )  
 )SS:  
COUNTY OF BUTLER )

SWORN to and SUBSCRIBED in my presence by the said Donald Garver, property owner, on this 11<sup>th</sup> day of April, 2005. 111



ROB KILBURN  
Notary Public, State Of Ohio  
My Commission Expires March 28, 2006

Rob Killman  
Notary Public

STATE OF OHIO )  
 )SS:  
COUNTY OF BUTLER )

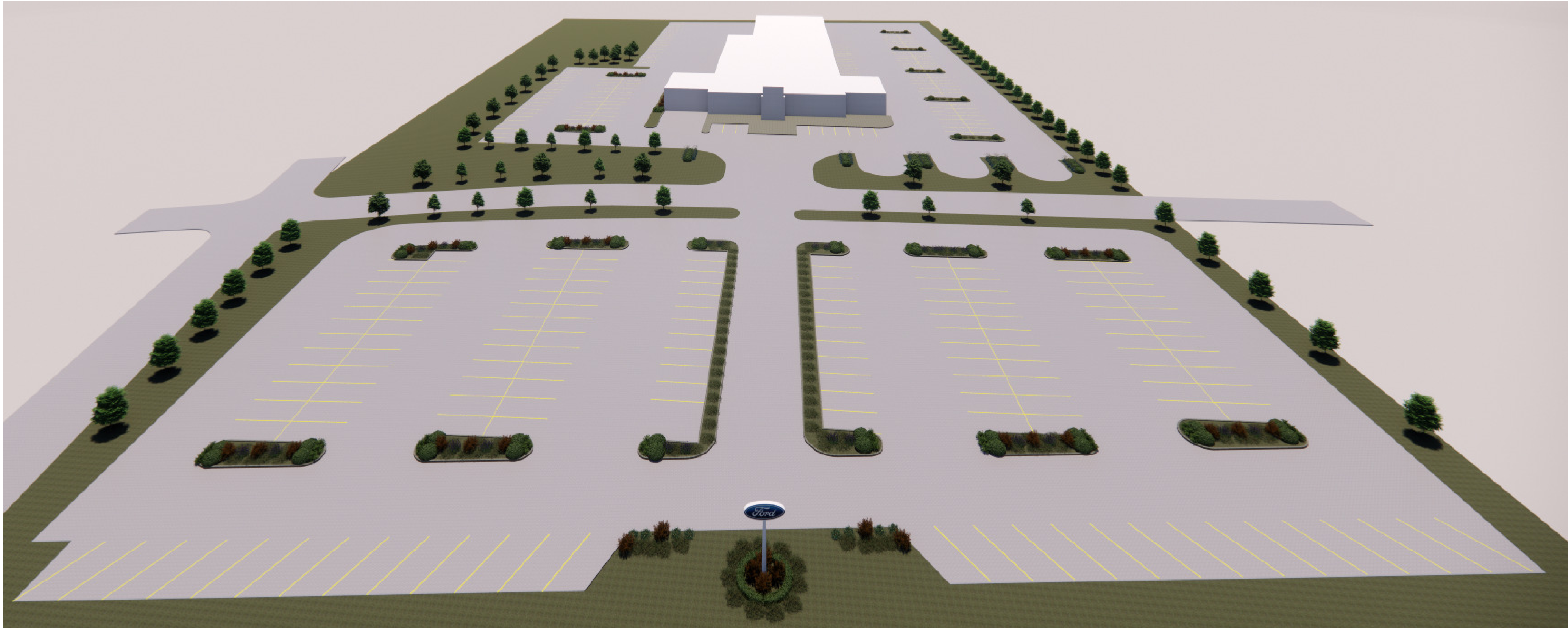
SWORN to and SUBSCRIBED in my presence by the said Elaine Garver, property owner, on this 11<sup>th</sup> day of April, 2005.



ROB KILBURN  
Notary Public, State Of Ohio  
My Commission Expires March 28, 2006

Rob Kellman  
Notary Public

THIS INSTRUMENT PREPARED BY: The City of Monroe, 233 South Main Street, Monroe, Ohio 45050. 513-539-7374.



GENERAL PERSPECTIVE VIEW

SCALE: 1 1/2" = 1'-0"

1  
AS-2



DEALERSHIP ENTRY

SCALE: 1 1/2" = 1'-0"

2  
AS-2



New Dealership Facility for:  
**CRONIN FORD**  
Monroe, OH

REV. DATE

CK'D

Drawn By: AuthorChecked By:Checker

Preliminary  
Not For  
Construction

Date: 11-11-12 Job No: 21.188

**AS-2**



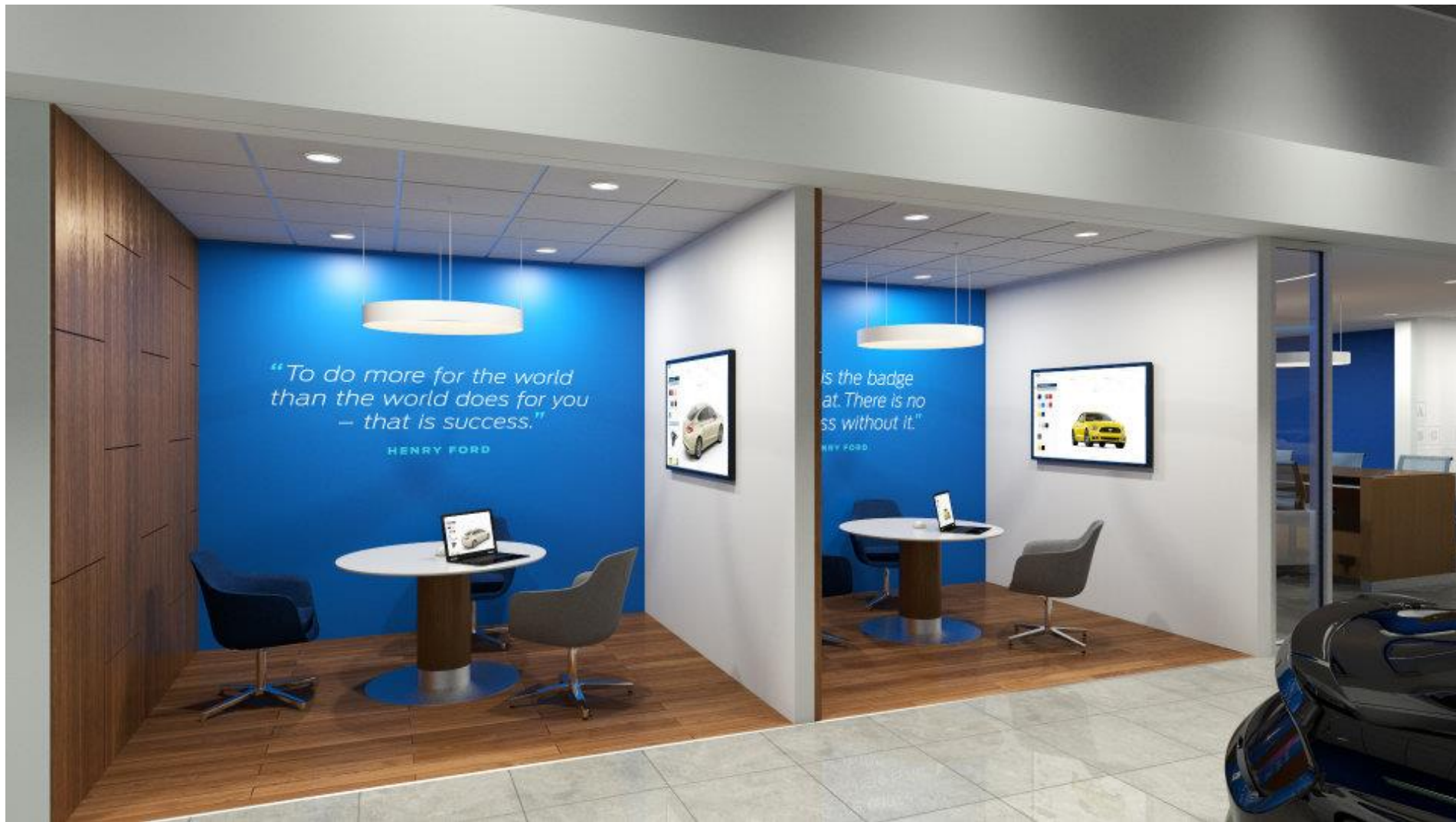












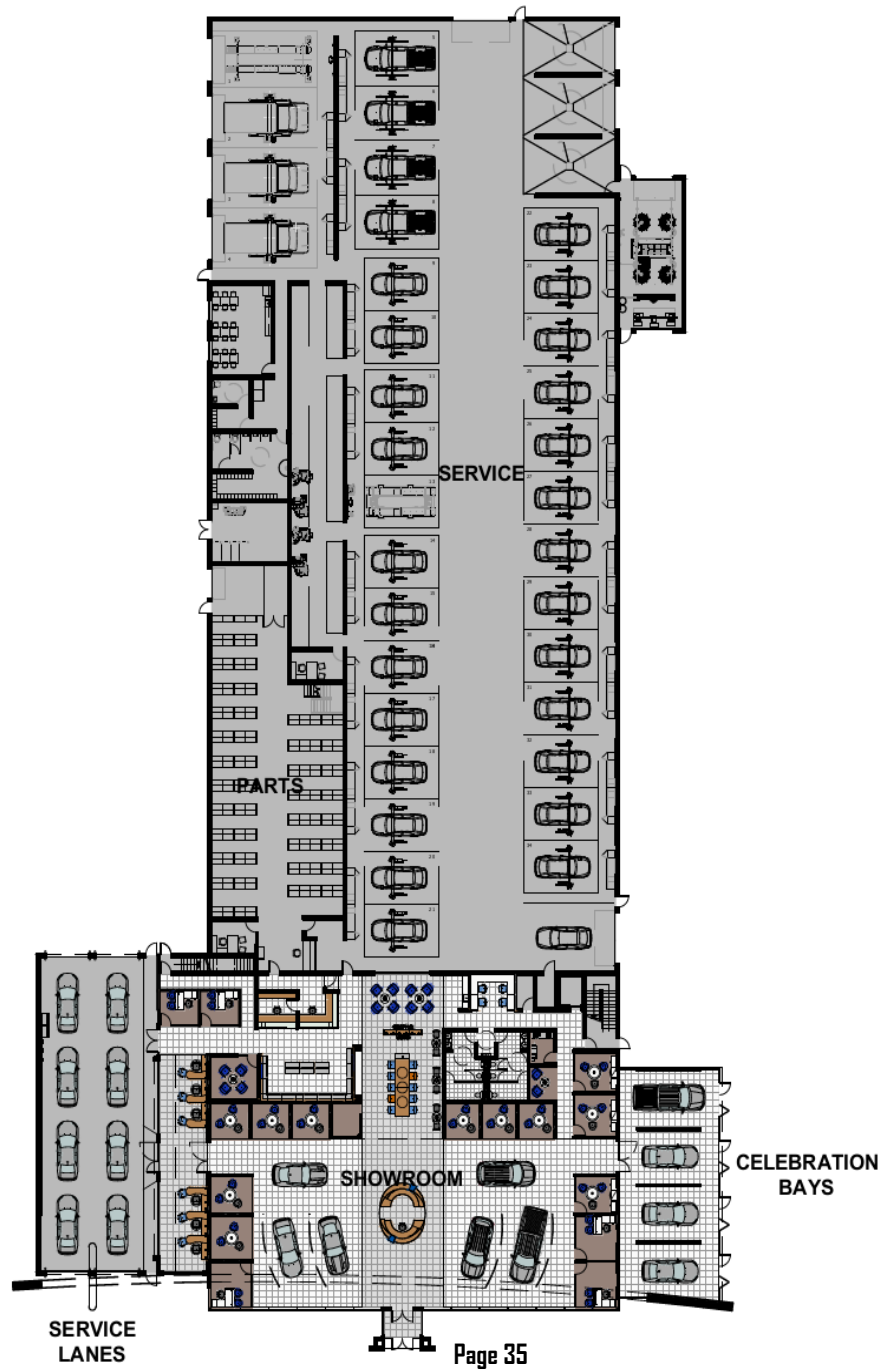


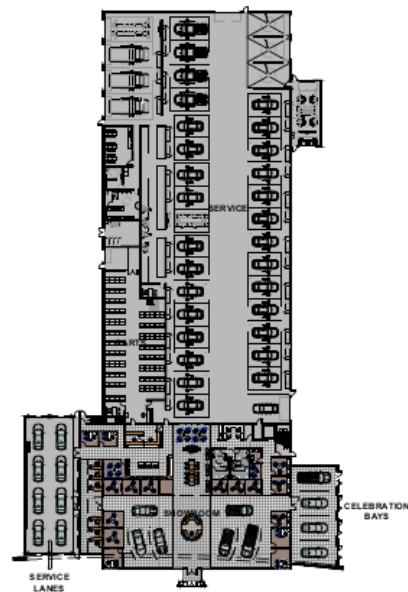












## Ford Stand Alone 2000 PV

### Overall First Floor Plan



ADDITIONAL PROTOTYPICAL DRAWINGS AND  
DETAILS FOR THE FORD SIGNATURE FACILITY  
DESIGN CAN BE FOUND AT  
[WWW.FORDSIGNATUREDESIGN.COM](http://WWW.FORDSIGNATUREDESIGN.COM)



For communication of design intent only. Local architect must review for code compliance.  
These drawings are not suited or intended for construction or fabrication.  
All contents on this sheet are confidential.  
Information and all rights therein are and will remain the property of Ford Motor Company.



Scale:  
1/64" = 1'-0"



**Exhibit A to PUD Amendment Application**  
**Applicant: Michael Majors**  
**Property Owners: Donald W. Garver, Frances E. Garver, and Janet K. Majors**  
**Butler County Parcel No. C1800007000002**

**1) Describe any change in conditions, trends, or other facts that necessitates the proposed zoning amendment. Furthermore, describe how the proposed zoning district will remedy the change in conditions, trends, or other issues.**

The Property owners of record are Donald W. Garver, Frances E. Garver, Robert G. Majors and Janet K. Majors as tenants in common (collectively, the “Owners” and used interchangeably with “Applicant”). Robert G. Majors passed on October 17, 2020, and his interest in the property transferred to Janet Majors. Robert G. Majors and Janet Majors entered into an agreement with Donald Garver and Elaine Garver in 2005 known as the Garver/Majors Planned Unit Development Agreement (“PUD Agreement”) concerning the entire property located at the corner of Macready Avenue and State Route 63, consisting of approximately 29.1030 acres, and identified as Butler County Auditor Parcel Number C1800007000002 (“Property”). The PUD Agreement is attached hereto and incorporated herein. Section 4(A)(b) of the PUD Agreement provides that used or new automotive sales is one of four (4) uses expressly prohibited from being located on the Property. The reasoning behind why this prohibition against used or new automotive sales on the Property is unclear and undefined in the PUD Agreement.

Applicant is in the process of splitting off approximately 8.8898 acres of the Property (“Split Parcel”) to sell that Split Parcel to an affiliate of the Cronin Auto Group (“Cronin”). Cronin is a local automobile family that operates Cronin Ford in Middletown, Cronin Ford in Harrison, Cronin KIA in Harrison, Cronin CDJR in Lebanon, Cronin Toyota in Richmond, IN, and Cronin KIA in Nicholasville, KY. Cronin desires to purchase the Split Parcel in order to move its current Ford dealership located in Middletown to the City of Monroe (the “Ford Dealership”). However, in order to do so, Applicant is requesting an amendment to the PUD to add a provision to the PUD Agreement that expressly permits used or new automotive sales and automobile service stations only on the Split Parcel in order to pursue its transaction with Cronin for the Split Parcel.

Ford, as the franchisor, dictates the type of building that must be used for its franchise dealerships. The size of the building and the scope of its amenities (including without limitation, the showroom, parking spaces, customer conveniences, offices, parts and service centers) are determined and controlled by Ford’s design software and the market data and projected sales for each particular dealership. Copies of Ford’s stock photos/plans for the floor/site plan that Cronin anticipates using for the new Ford Dealership based on the anticipated market and sales data, are attached hereto.

While Cronin, as the franchise operator of the new Ford Dealership, will primarily market and sell new Ford automobiles per its franchise agreement with Ford, it will also market and sell used automobiles and provide an onsite parts and service center as required by (i) Ohio law and (ii) Ford’s franchise requirements. Under Ohio law, in order to obtain a new car dealership license from the State of Ohio, Cronin must display at least one new motor vehicle onsite and have the capability to service and repair at least one new motor vehicle. See Ohio Revised Code 4517.03. Additionally, Ford, as the franchisor/manufacture, has extremely detailed requirements that Cronin must comply with in order to operate a Ford Dealership at the Split Parcel. Ford requires not only that the buildings be built in a certain manner, but also that the size of the site and the amenities offered on the site are consistent with Ford’s requirements and in line with market analysis of the anticipated number of vehicles that Cronin will sell and service at the Ford Dealership.

The principal use to which the Split Parcel is devoted and the primary purpose for which the Split Parcel will exist is automotive sales. Automotive services, although a component, is not the primary purpose, but rather it is an ancillary use, or as defined under the Code, a use incidental to and customarily associated with a specific principal use and which is located on the same parcel or lot. The service component is incidental to the primary use of new automotive sales on the Split Parcel.

Furthermore, Monroe and the surrounding area is an underserved market and Cronin will expand Ford's footprint in the area. In addition, there are a number of high profile companies in the surrounding area that utilize Ford vehicles (namely, the Kroger distribution center across the street from the Property). The Ford Dealership will act to supply those fleet vehicle sales and handle the subsequent service of such fleet sales.

To allay any concerns about the building's layout or service components, it is important to note that while the site plan contains enough floor space for approximately forty (40) service bays for vehicles based on Ford's design model, the design and layout of the building is such that it will only have five (5) to six (6) garage doors for the entire building. Thus, all interior service bays will not be visible from outside the building (i.e. there is NOT a garage door for any service bay). Rather, these exterior garage doors solely provide access for employees to the parts and service areas of the building. Renderings of the service component of the building per Ford's design plans are attached hereto.

Applicant is therefore requesting an amendment to the PUD to add a provision to the PUD Agreement that expressly permits used or new automotive sales and automobile service stations only on the Split Parcel in order to pursue its transaction with Cronin for the Split Parcel. The Split Parcel shall be identified in the PUD by its permanent parcel number, once assigned after the lot split, and described on a newly attached Exhibit A-1 to the PUD, which shall contain its new legal description. Applicant therefore requests the following bold and underline language be added to Section 4 of the PUD:

4. General Conditions Relating to the Project.

A. The following uses are expressly prohibited from being located upon the Project property:

- a) Sexually oriented business uses as defined in the Monroe Zoning Ordinance Chapter 1206.01.
- b) Used or new automotive sales. **However, used or new automotive sales and automotive service stations shall be permitted on Permanent Parcel Number \_\_\_\_\_, consisting of approximately 8.8898 acres of the Property, as further described on Exhibit A-1.**
- c) Funeral homes.
- d) Marine sales and service.

Additionally, in order for Cronin to comply with the Ford regulations and requirements as they relate to the development, Section 3 "Conditions Specific to the Materials and Color Schemes", Section 4(F) "General Conditions Relating to the Project", and Section 4(H) "General Conditions Relating to the Project" shall not apply to the Split Parcel. As mentioned above, Ford, as the franchisor/manufacturer, has detailed regulations and requirements that Cronin must comply with in order to operate at the Split Parcel.

The remainder of the Property will continue to remain under the current PUD Agreement. Amending the PUD will allow the Applicant to sell the Split Parcel to Cronin and Cronin may then conduct

business, without a PUD restriction against automotive sales and service, on the Split Parcel by way of a new Ford Dealership.

Amending the PUD for the Split Parcel will not interrupt or interfere with the City's Planning and Zoning Code as discussed in the following questions. Rather, Applicant is seeking to maintain its the current zoning, with a modified PUD. The area surrounding the Split Parcel has changed to become more commercial in nature, and the Owners no longer desire, nor find it necessary, to keep this Split Parcel under the PUD or its exclusions against used or new automotive sales. In fact, allowing new or used automotive sales on the Split Parcel, together with its necessary and associated service stations, for the purposes described below, will further bring the area into compliance with the evolving commercial nature of the surrounding area.

**2) Describe how the proposed amendment furthers the objectives of the comprehensive plan.**

The underlying zoning of the Property is already zoned C-2, General Commercial District. The City of Monroe ("City") recently adopted the Advance Monroe 2040 Comprehensive Plan ("Comprehensive Plan"). The Comprehensive Plan contains a section titled Land Use and Development Character, which includes a Future Land Use Map ("Map") found on page 50 of the Comprehensive Plan. The Map specifically designates the Property as "Commercial" which is a continuation of the underlying C-2 zoning on the Property. Therefore, amending the PUD for the Split Parcel will allow for commercial development on the Cronin portion of the Property in furtherance of the City's Comprehensive Plan and the underlying zoning.

In addition to furthering the objectives of the Comprehensive Plan through development in the commercial zone, this amendment will allow for the creation of significant jobs and revenue for the City through companies engaged in new or used automotive sales. The infusion of tax dollars to the City will aid the cited Goal of Economic Development in the Comprehensive Plan, specifically that "Monroe will be an economically sustainable city with a diverse tax base and high wage jobs while protecting the community's character." Companies engaged in the used or new automotive sales business will economically enhance not only the area, but the City, while maintaining the City's character by following all other standards and requirements in conducting such business.

**3) Provide any additional information necessary to document how the proposed plans meet the review criteria established for PUDs in Section 1206.05(C) of the Monroe Planning and Zoning Code.**

The City's application incorrectly states Section 1206.05(C) for this question, however, in reviewing the Monroe Planning and Zoning Code ("Code"), the applicable section is Section 1206.04(C). As such, Section 1206.04(C)(1) provides the following review criteria, which is addressed in turn:

**(1) It shall be the duty of the Planning Commission and City Council to investigate and determine that the proposed PUD plan complies with the following conditions:**

**a) The PUD plan is consistent with the intent and purpose of the Comprehensive Plan;** The Split Parcel without the PUD restriction against automotive sales and service, and by expressly permitting used or new automotive sales and automobile service stations, will only further the goals and purposes of the City's Comprehensive Plan by encouraging commercial development, creating and retaining jobs, and increasing visibility of the area. Please See Question 2 above for further discussion concerning the Comprehensive Plan.

**b) The plan is in compliance with the standards of this chapter;** As mentioned above, the underlying zoning of the Split Parcel is already zoned C-2. Further, Code Section 1204.03 - Principally Permitted Uses, provides a list of principally permitted uses in all underlying base zoning districts. Under C-2 zoned districts, “automotive sales or leasing” is indicated as P (permitted) and “automotive service station and parts sales” is listed as PS (permitted with standards). Any future development will comply with the standards as listed in 1204.04(D)(3) and (4) as they correspond with the Principally Permitted Uses. The underlying zoning district of the Property currently allows for automotive sales and leasing as well as service. Thus, amending the PUD for the Split Parcel would bring a portion of the Property into further compliance with the City’s Code and standards.

**c) The plans are in compliance with the other applicable standards of this code, including but not limited to, architectural standards, off-street parking, signage, and landscaping;** Confirmed per attached drawings. Any development on the Split Parcel will comply with all required standards and guidelines under the Code as it applies to the C-2 zoning district. Any development will follow all procedures to obtain all necessary approvals.

**d) The property adjacent to the area included in the plan will not be adversely affected.** The adjacent properties are commercial and will only be enhanced by the addition of an automotive dealership and the resulting increased foot traffic and customers it will attract to the area. The area, and surrounding area, has evolved to become more commercial in nature since 2005 and amending the PUD as it relates to the Split Parcel, specifically to allow automotive sales and services on that portion of the Property, will continue development to aid the City and further its economic goals. In addition, surrounding businesses will benefit for the Ford Dealership’s offering of new fleet vehicles and the continued service of those vehicles. Also of note, the Applicant currently owns approximately 336 acres of the adjacent property.