



**Monroe Council Agenda
Regular Meeting of Council
January 14, 2025 – 6:30 PM
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes

Council Minutes of December 10, 2024.

Visitors

Committee Reports

Public Works Committee

Finance Committee

Administrative Liaison Committee

Technology Committee

Public Involvement Committee

Public Safety Committee

Old Business

Ordinance No. 2024-37. An Ordinance approving a final plat for John Scott Road. (Second Reading)

Ordinance No. 2024-38. An Ordinance amending and supplement various sections of the Planning and Zoning Code. (Second Reading)

New Business

Resolution No. 01-2025. A Resolution authorizing the City Manager to execute an Emergency Water Connection Agreement by and between the City of Monroe and the Warren County Board of County Commissioners.

Sponsor: Tom Smith

Strategic Priority: Well Managed Services and Infrastructure

Background: The water flows in the area of Butler Warren Road and Union Road don't have enough supply to service current development under construction and future development to the area in the event of an emergency.



Resolution No. 02-2025. A Resolution instructing the Director of Finance to request an advancement of taxes assessed and collected on behalf of the City of Monroe from the Auditors of Butler and Warren Counties.

Sponsor: Jake Burton

Strategic Priority: Good Governance

Background: Butler and Warren Counties collect property tax on behalf of the City of Monroe. The collections are paid to the City in two installments during the year. The City has the option to pass a resolution requesting advance payment of property taxes. This is a Resolution that is passed each year.

It is necessary to pass a formal Resolution from each taxing district that would like to receive tax advances. This is to ensure compliance with ORC Section 321.34 (A)(1) which states: "When the local authorities by resolution so request, the county auditor shall pay township fiscal officers, treasurers of municipal corporations, the treasurer of any board of education, and the treasurer of any other political subdivision or taxing district whose funds derived from taxes or other sources are payable by law to the county treasurer, any money that may be in the county treasury to the accounts of the local authorities, respectively, and lawfully applicable to the purpose of the current fiscal year in which the request is made."

Resolution No. 03-2025. A Resolution approving a Then-and-Now Certificate in the amount of \$14,797 to Frost Brown Todd for professional services rendered through November 30, 2024.

Sponsor: Kacey Waggaman

Strategic Priority: Good Governance

Background: A purchase order was not opened as the amount of the invoice was unknown until it was received

Resolution No. 04-2025. A Resolution amending Resolution No. 60-2024 to increase the blanket purchase order for Public Entities Pool to \$180,000 and to approve blanket purchase orders for NeoGov, Frost Brown Todd LLC, CDW Government, Inc. and Bradley Payne Advisors as recommended by the Director of Finance and City Manager.

Sponsor: Jake Burton

Strategic Priority: Good Governance

Background: City Council passed Resolution No. 60-2024 on December 10, 2024, authorizing the blanket purchase order amounts for fiscal year 2025. Several amendments, or additions, are necessary to ensure proper approvals for invoices anticipated to be received by the 5 companies



detailed below.

Resolution No. 60-2024 included Public Entities Pool in the amount of \$160,000. The quote for 2025 property and liability insurance was received on December 23, 2024, and the total is \$170,936. There are typically minor adjustments throughout the year as equipment is replaced, therefore \$180,000 is being requested as the new amount not to exceed.

NeoGov (Governmentjobs.com, Inc.) was approved in 2024 as a Consideration of Motion on January 23, 2024, however, we would like to place this on the Blanket Purchase Order Resolution to allow for timely payment when the invoices for 2025 are received. The anticipated amount to NeoGov for all services in 2025 is \$39,000.

City Council passed Resolution No. 59-2024 on December 10, 2024, appointing Jack Hemenway of Frost Brown Todd as the City's Law Director. With that, the City intends to utilize Frost Brown Todd for additional legal services outside the scope of Law Director duties throughout 2025. The 2025 budget anticipates \$82,550 for these additional services.

As the City continues to enhance its Information Technology Division, computer replacements will be streamlined by the IT Division, and computers/laptops will be strategically replaced based upon age and warranty schedules. The city will utilize bulk pricing from CDW Government, Inc. throughout 2025, purchasing the necessary replacement computers/laptops for all departments throughout the City. The 2025 budget contains \$152,000 for this purpose.

The City uses Bradley Payne Advisors, specifically Andrew Brossart, as its Municipal Advisor, and has worked with them successfully for many years. They act on the City's behalf and in the city's best interests while assisting with debt issuances, economic development incentives, among many other items. Bradley Payne recently assisted the City in reviewing hundreds of RID/TIF parcels that were not correctly captured as RID/TIF parcels with the County and State, which has resulted in the City filing 400+ DTE filings with the County Auditor and State of Ohio Department of Taxation. As these parcel exemptions are approved, this will result in hundreds of thousands of dollars of additional revenue the City will collect. The City received a \$20,000 invoice on December 16, 2024 for services rendered throughout this process. The City anticipates possibly utilizing Bradley Payne (The Incentive Review Group) for smaller projects throughout 2025 as well. With the \$20,000 invoice received in December, staff is requesting a blanket purchase order amount of \$30,000 to cover the invoice previously received and any additional services rendered during 2025.

Resolution No. 05-2025. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Comcate for code enforcement software.

Sponsor: Tom Smith

Strategic Priority: Well Managed Services and Infrastructure

Background: The Comcate software will allow the code inspector to input, track, and manage violations from the field. The software also provides for historical reports for a specific



parcel/address. The contract includes one license, unlimited customer support, software maintenance, implementation, training, and GIS integration.

Resolution No. 06-2025. A Resolution authorizing the City Manager or designee to apply for any and all grant funds; provided that acceptance of any grant funds, including matching funds, must be specifically approved by Council.

Sponsor: Angela S. Wasson

Strategic Priority: Good Governance

Background: This is an annual piece of legislation authorizing the application for grant funds throughout the year. There are times when grant application deadlines are set without sufficient time to seek the approval of Council to apply for each individual grant. Also, there are some grants that do require Council authorization before applying.

Resolution No. 07-2025. A Resolution expressing Council's intent for the sale of personal property not needed for public use or is obsolete or unfit for the use for which it was acquired by internet auction.

Sponsor: Angela S. Wasson

Strategic Priority: Good Governance

Background: Ohio Revised Code Section 721.15 (D) permits the legislative authority of a municipal corporation to sell personal property, including motor vehicles acquired for the use of municipal officers and departments, and road machinery, equipment, tools, or supplies, which is not needed for public use, or is obsolete or unfit for the use for which it was acquired, by internet auction. The legislative authority shall adopt, during each calendar year, a resolution expressing its intent to sell that property by internet auction. The resolution shall include a description of how the auctions will be conducted and shall specify the number of days for bidding on the property, which shall be no less than ten days, including Saturdays, Sundays, and legal holidays.

When the property is to be sold by internet auction, the legislative authority or its representative may establish a minimum price that will be accepted for specific items and may establish any other terms and conditions for the particular sale, including requirements for pick-up or delivery, method of payment, and sales tax.

Resolution No. 08-2025. A Resolution authorizing the City Manager to enter into a professional services agreement by and between the City of Monroe and Dunrobin Associates, LLC for right-of-way acquisition services related to the Ohio Department of Transportation Pedestrian Access Grant Project.

Sponsor: Gary Morton



Strategic Priority: Well Managed Services and Infrastructure

Background: This document seeks approval for Right-of-Way acquisition services related to the ODOT Pedestrian Access grant project. The grant requires hiring an ODOT pre-qualified firm to manage all Right-of-Way acquisition tasks. The project involves three locations that necessitate Right-of-Way: Britton Lane, the intersection of Main Street and Lebanon Street, and William Groth Drive.

We obtained three quotes for these services, and Dunrobin and Associates submitted the lowest bid. The City has successfully worked with this firm on previous projects and recommends that the council approve this contract to adhere to the grant's timelines. Dunrobin's proposed cost for this project is \$40,235.00, which is included in the 2025 Capital Budget approved by the council.

Resolution No. 09-2025. A Resolution of the City of Monroe, Ohio, supporting the Ohio Commission for the United States Semiquincentennial (AMERICA250-OH).

Sponsor: Larry Lester

Strategic Priority: Good Governance

Background: This resolution confirms the City of Monroe's support for the Ohio Commission for the United States Semiquincentennial (AMERICA250-OH).

Public Hearing: Ordinance No. 2025-01. An Ordinance authorizing the City Manager to enter into an amended Planned Unit Development Agreement by and between the City of Monroe and NVR, Inc. for approximately 21 acres located at Roden Park Drive and Crossings Boulevard and further described herein.

Ordinance No. 2025-01. An Ordinance authorizing the City Manager to enter into an amended Planned Unit Development Agreement by and between the City of Monroe and NVR, Inc. for approximately 21 acres located at Roden Park Drive and Crossings Boulevard and further described herein.

Sponsor: Tom Smith

Strategic Priority: Strategic Growth and Development

Background: NVR, Inc. has submitted an application for PUD Amendment regarding the Hyde Park at the Crossings Planned Unit Development. Hyde Park at the Crossings, now presented as Townes at Monroe Crossings, is a proposed residential development located at Crossings Boulevard and Roden Park Drive. The site contains two parcels, approximately 21 acres total, currently zoned GR General Residential PUD. Some of the notable changes from the previously approved PUD include:

- Increase of total units from 83 to 84.



- Minimum lot width reduction from 30 FT to 24 FT.
- Removal of housing and infrastructure on the north side of Roden Park Drive.
- Amenity space moved to the north side of Roden Park Drive, including the addition of a dog park, and
- Extend shared use path from a stopping point on Roden Park Drive to the intersection at Cold Water Drive.

In their meeting held on November 20, 2024, the Planning Commission, in vote of 4-1, moved to recommend approval of the PUD to council.

Consideration of Motion appointing members to various boards and commissions.

Administrative Reports

Executive Session - to consider the sale of real property.

Adjournment



**Monroe Council Minutes
Regular Meeting of Council
December 10, 2024 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Mayor Funk opened the regular meeting of Council at 6:30 p.m. with the Fire Department Honor Guard leading everyone with the Pledge of Allegiance.

Roll Call

Council members present: John Centers, Kelly Clark, Keith Funk, Michael Graves, Tom Hagedorn, Christina McElfresh, and Ben Wagner.

Approval of the Minutes

Mrs. McElfresh moved to approve the Council minutes of November 26, 2024; seconded by Mr. Wagner. Voice vote. Motion carried.

Visitors

Mayor Funk administered the Oath of Office of Jack B. Hemenway, II, as Law Director.

Mr. Hemenway administered the ceremonial Oath of Office to Phil Pieper as Fire Lieutenant.

Committee Reports

None.

Old Business

Ordinance No. 2024-33. An Ordinance amending Ordinance No. 2024-20 to authorize a 3.5% cost of living to non union employees and establish the deferred compensation amount to executive level employees. (Second Reading)

Mrs. McElfresh moved to amend Ordinance No. 2024-33 to reflect the correct ranges for 8A and 8; seconded by Dr. Clark. Voice vote. Motion carried.

The Clerk of Council read the title of Ordinance No. 2024-33.

Mrs. McElfresh moved to adopt Ordinance No. 2024-33; seconded by Mr. Graves. Roll call vote: seven ayes. Motion carried.



Ordinance No. 2024-34. An Ordinance supplementing Section 1040.02(b) to require annexation into the City for any properties currently outside the City of Monroe corporate limits seeking extension of municipal utility services to said properties. (Second Reading)

The Clerk of Council read the title of Ordinance No. 2024-34.

Mrs. McElfresh moved to adopt Ordinance No. 2024-34; seconded by Mr. Hagedorn. Roll call vote: seven ayes. Motion carried.

New Business

Resolution No. 60-2024. A Resolution approving blanket purchase orders as recommended by the Director of Finance and the City Manager.

The Clerk of Council read the title of Resolution No. 60-2024.

Mrs. McElfresh moved to adopt Resolution No. 60-2024; seconded by Dr. Clark. Roll call vote: seven ayes. Motion carried.

Resolution No. 61-2024. A Resolution accepting donations from various donors as described herein.

The Clerk of Council read the title of Resolution No. 61-2024.

Mrs. McElfresh moved to adopt Resolution No. 61-2024; seconded by Mr. Wagner. Roll call vote: seven ayes. Motion carried.

Resolution No. 62-2024. A Resolution accepting the Ohio Emergency Management Agency Grant for the cost incurred related to the .gov domain transition and authorizing the City Manager to execute the related grant agreement.

The Clerk of Council read the title of Resolution No. 62-2024.

Mrs. McElfresh moved to adopt Resolution No. 62-2024; seconded by Dr. Clark. Roll call vote: seven ayes. Motion carried.

Resolution No. 63-2024. A Resolution authorizing the Director of Finance to perform certain interfund transfers.

The Clerk of Council read the title of Resolution No. 63-2024.

Mrs. McElfresh moved to adopt Resolution No. 63-2024; seconded by Mr. Hagedorn. Roll call vote: seven ayes. Motion carried.



Ordinance No. 2024-35. An Ordinance amending and supplementing Ordinance No. 2024-32, otherwise known as the permanent appropriations ordinance, to meet current expenses and other expenditures of the City of Monroe, for the fiscal year ending December 31, 2024.

The Clerk of Council read the title of Ordinance No. 2024-35.

Mrs. McElfresh moved to adopt Ordinance No. 2024-35; seconded by Mr. Centers. Roll call vote: seven ayes. Motion carried.

Ordinance No. 2024-36. An Ordinance, otherwise known as the permanent appropriations ordinance, to meet current expenses and other expenditures of the City of Monroe, during fiscal year ending December 31, 2025.

The Clerk of Council read the title of Ordinance No. 2024-36.

Mrs. McElfresh moved to adopt Ordinance No. 2024-36; seconded by Mr. Wagner. Roll call vote: seven ayes. Motion carried.

Ordinance No. 2024-37. An Ordinance approving a final plat for John Scott Road.

The Clerk of Council read the title of Ordinance No. 2024-37.

Mayor Funk advised Ordinance No. 2024-37 will be on the next agenda for a second reading.

Mayor Funk opened the public hearing for Ordinance No. 2024-38. An Ordinance amending and supplementing various sections of the Planning and Zoning Code. Following the Mayor's statement of the procedure of the public hearing, Director of Development Tom Smith gave a presentation.

Having been sworn, Mr. Smith advised that on November 9, 2024, the Planning Commission voted to recommend that City Council approve a set of amendments to the Planning and Zoning Code. The drafted text amendments are minor in nature and refinements to text amendments to make the Code stronger and more consistent in the language. There were technicalities that we did not catch on the first adoption in April. Mr. Smith provided Council with examples of some of the minor changes. He noted that the Planning Commission voted unanimously to recommend that Council adopt these changes.

Mrs. McElfresh moved to accept the proof of publication and Planning Commission recommendation for the record; seconded by Mr. Hagedorn. Voice vote. Motion carried.

Mrs. McElfresh moved to close the public hearing; seconded by Mr. Graves. Voice vote. Motion carried.

Ordinance No. 2024-38. An Ordinance amending and supplementing various sections of the Planning and Zoning Code.



The Clerk of Council read the title of Ordinance No. 2024-28.

Mayor Funk advised Ordinance No. 2024-38 will be on the next agenda for a second reading.

Consideration of Motion authorizing the expenditure of \$20,290.50 to Rossman Enterprises Inc. (Magnegrip) for the upgrade of the vehicle exhaust system at Station 61 and 62.

Mrs. McElfresh moved to authorize the expenditure of \$20,290.50 to Rossman Enterprises Inc. (Magnegrip) for the upgrade of the vehicle exhaust system at Station 61 and 62; seconded by Mr. Hagedorn. Voice vote. Motion carried.

Consideration of Motion authorizing the expenditure in the amount of \$68,334.01 to Stryker for the purchase of an electric cot and loading system for the new medic unit in production and to be delivered in the fall of 2025.

Mrs. McElfresh moved to authorize the expenditure in the amount of \$68,334.01 to Stryker for the purchase of an electric cot and loading system for the new medic unit in production and to be delivered in the fall of 2025; seconded by Dr. Clark. Voice vote. Motion carried.

Consideration of Motion to authorize the expenditure of \$57,663.20 to purchase water meters and endpoints.

Mrs. McElfresh referenced the monthly meter fee on the utility bills and asked if this purchase is different than the badger meter system.

Mr. Lester replied these units were identified in the 2024 budget replacement and in our asset management program. He commented that Mr. Perkins has these scheduled for replacement along with the endpoints.

Mr. Burton advised the funds are coming out of the water meter replacement fund, which is the charge on the monthly bill.

Mrs. McElfresh moved to authorize the expenditure of \$57,663.20 to purchase water meters and endpoints; seconded by Mr. Graves. Voice vote. Motion carried.

Consideration of Motion to cancel the December 24, 2024, regular meeting of Council.

Mrs. McElfresh moved to cancel the December 24, 2024, regular meeting of Council; seconded by Mr. Wagner. Voice vote. Motion carried.



Administrative Reports

Mrs. McElfresh wished everyone happy holidays and a happy new year.

Dr. Clark thanked Public Works and Angela Wasson for the Christmas on the Plaza Event and it was extremely well attended this year. She also thanked all of the organizations for participating. Mr. Graves added that Victory Lane Pizza and Coffee by Inferno did a great job.

Mr. Lester thanked Monica Dexter for her work on social media and getting the word out there. He heard the attendance was up this year for the Christmas on the Plaza Event. Mr. Lester also thanked police and fire for their attendance. He added that he has photos of the event that he would like to share with Council and Monica has photos and a video that can be shared on social media.

Mr. Lester thanked Council for a great 2024 and all their help and support. There are a lot of great things going on in Monroe.

Mrs. McElfresh moved to adjourn into executive session to consider the employment of public employees and compensation of public employees and public officials; seconded by Mr. Centers. Roll call vote: seven ayes. Motion carried.

Council adjourned into executive session at 7:02 p.m.

Mrs. McElfresh moved to reconvene into regular session; seconded by Mr. Wagner. Voice vote. Motion carried.

Council reconvened into regular session at 7:59 p.m.

Adjournment

Mrs. McElfresh moved to adjourn the regular meeting of Council; seconded by Mr. Hagedorn. Voice vote. Motion carried.

The regular meeting of Council adjourned at 7:59 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

ORDINANCE NO. 2024-37

AN ORDINANCE APPROVING A FINAL PLAT FOR JOHN SCOTT ROAD.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The Council of the City of Monroe hereby approves the final plat of John Scott Road upon receipt of proper bonding, payment of all application review and inspection fees, submission of digital files compatible with the City's GIS, and a complete file of all As-Built drawings.

SECTION 2: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

DEED REFERENCE:

Situated in Township of Turtlecreek, City of Monroe, Warren County, Ohio; Section 5 & 6, Township 3, Range 3 and being 0.9983 acres of dedicated right of way and being part of the property as conveyed to Monroe JSE, LLC by deed recorded in Doc. No. 2018-013258 (20.3218 acres deeded) of the Recorders Office of Warren County, Ohio.

OWNERS CONSENT AND DEDICATION:

WE THE UNDERSIGNED, BEING ALL THE OWNERS AND LEINHOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER AND DO HEREBY GRANT, ON A NON-EXCLUSIVE BASIS, THE 20', 25' AND AREA STORM SEWER EASEMENTS, ARE FOR THE USE, CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT AND REMOVAL OF STORM SEWER, STORMWATER DISPOSAL AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER.

OWNERS CONSENT AND DEDICATION:

WE THE UNDERSIGNED, BEING ALL THE OWNERS AND LEIN HOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONCENT TO THE EXECUTION OF SAID PLAT AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER. ANY "PUBLIC UTILITY EASEMENTS" AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF SIDEWALKS AND FOR THE MAINTENANCE AND REPAIR OF STREETS. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, STORMWATER DISPOSAL AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

AS TO ALL: OWNER(S): Monroe JSE, LLC

WITNESS

WITNESS BY:

STATE OF OHIO, COUNTY OF HAMILTON, SS:

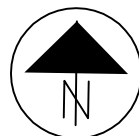
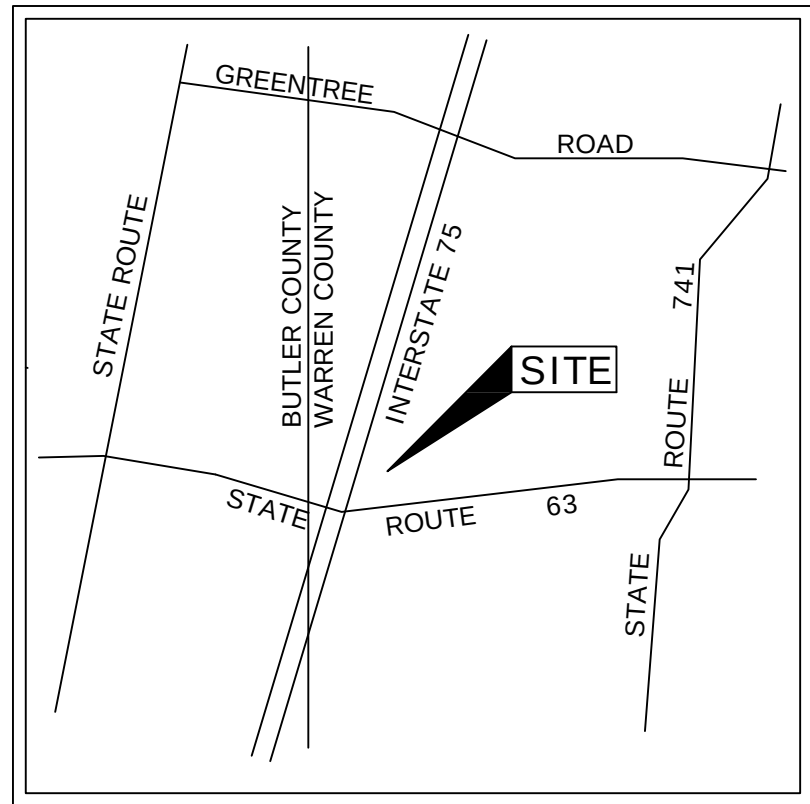
BE IT REMEMBERED ON THIS DAY OF 2023 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, PERSONALLY CAME MONROE JSE, LLC BY AND ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED. ON BEHALF OF THEMSELVES AND ON BEHALF OF THE CORPORATION

IN TESTIMONY WHEREOF, I HAVE SET MY HAND, AND NOTARY SEAL ON THE DAY AND DATE WRITTEN:

NOTARY PUBLIC MY COMMISSION EXPIRES

ADJACENT PARCELS:

- | | |
|--|---|
| (2) GOC REALCO LLC
1.1029 ACRES
DOC. NO. 2017-027391 PARCEL 2
S.R. 9A-150, S.R. 129-79
S.R. 129-90, S.R. 143-47
S.R. 143-49, S.R. 145-10
S.R. 131-17, S.R. 146-58 | (6) GOC REALCO LLC
1.5998 ACRES
DOC. NO. 2017-027391 PARCEL I
S.R. 9A-150, S.R. 129-79
S.R. 129-90, S.R. 143-47
S.R. 143-49, S.R. 145-10
S.R. 131-17, S.R. 146-58 |
| (3) BESSIE KALKANIS, TRUSTEE
0.7919 ACRES
DOC. NO. 2018-002972
S.R. 9A-150, S.R. 129-79
S.R. 129-90, S.R. 143-47
S.R. 143-49, S.R. 145-10
S.R. 131-17, S.R. 146-58 | (7) OHIO DEPARMENT
OF TRANSPORTATION
1.030 ACRES (ORIGINAL)
O.R. 5127, PAGE 705
S.R. 143-47
S.R. 129-90 |
| (4) STATE OF OHIO
0.062 ACRES
O.R. 5268, PAGE 49
S.R. 129-90 | (8) VARTKES ARA APKARIAN
DOC. NO. 2018-032595
PART LOT 1
1.1955 ACRES
CONGRESS INDUSTRIAL PARK
PLAT BOOK 6, PAGE 74
S.R. 137-36, S.R. 72-72, S.R. 74-96 |
| (5) STATE OF OHIO
0.013 ACRES
O.R. 4520, PAGE 495
S.R. 129-90 | |



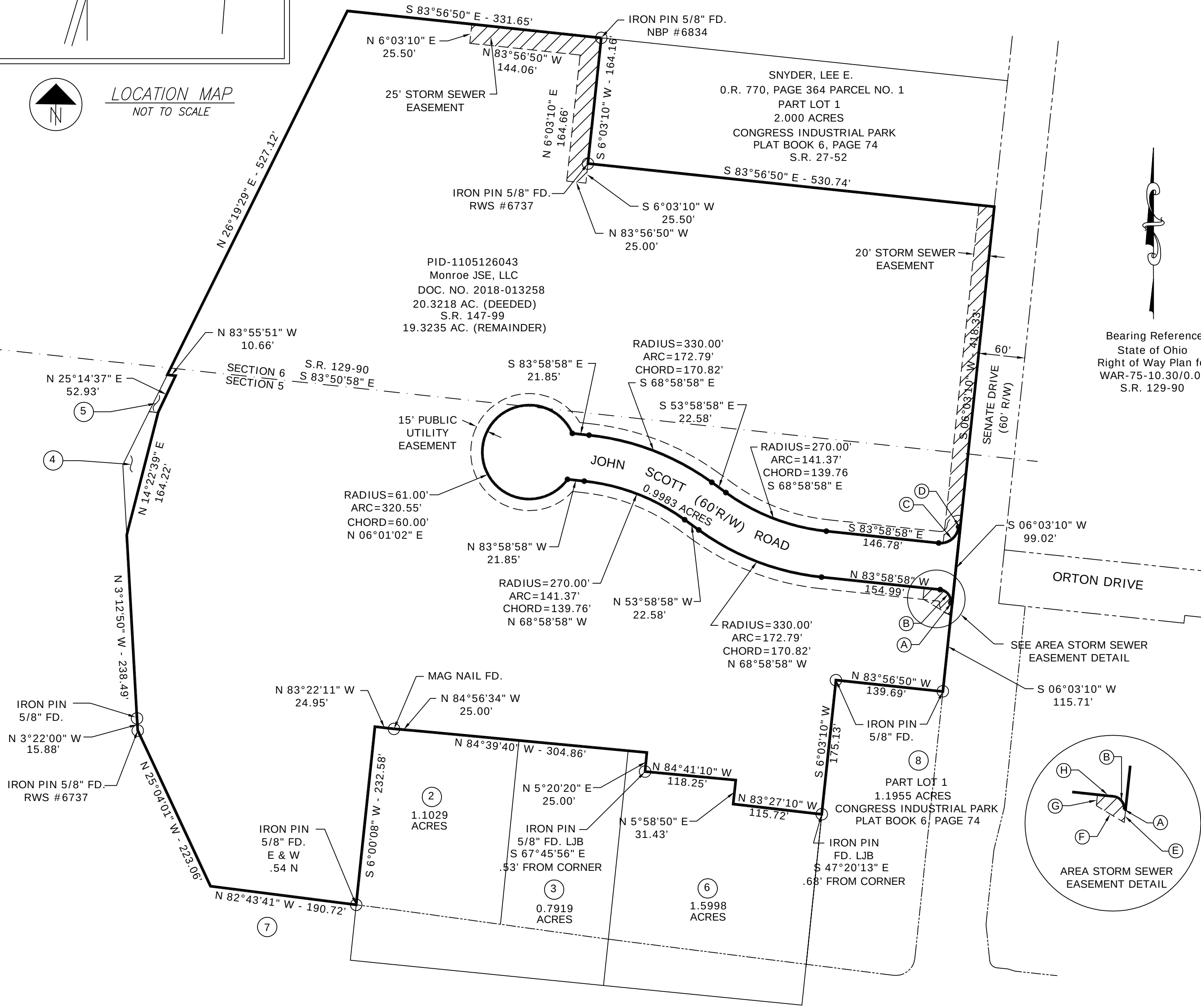
LOCATION MAP
NOT TO SCALE

MONROE CENTER
JOHN SCOTT ROAD
RIGHT-OF-WAY DEDICATION AND
EASEMENT PLAT

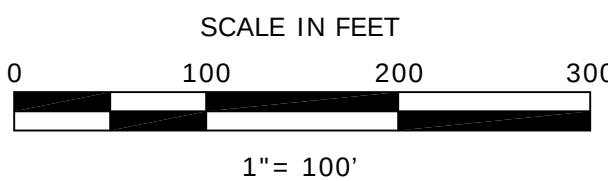
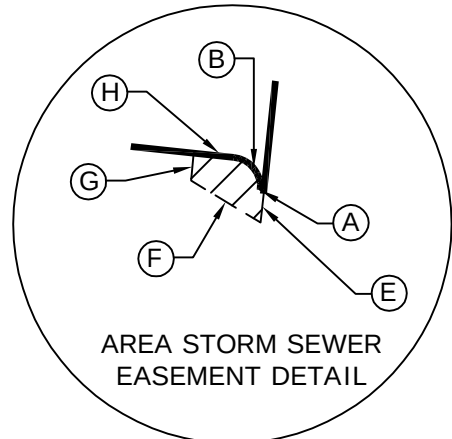
LOCATED IN
CITY OF MONROE, TOWNSHIP OF TURTLECREEK
SECTION 5 & 6, TOWNSHIP 3, RANGE 3
WARREN COUNTY, OHIO

Note:
The true plat boundary is the dedicated
right of way of John Scott Road.

ROADWAY CONTAINING
0.9983 ACRES
0.0013 ACRES IN SECTION 5
0.9970 ACRES IN SECTION 5
JULY, 2023



Bearing Reference:
State of Ohio
Right of Way Plan for
WAR-75-10.30/0.00
S.R. 129-90



ROADWAY RIGHT-OF-WAY SUMMARY
(AS SURVEYED)

2018-013258 (20.3218 AC.)	0.9983 ACRES
TOTAL	0.9983 ACRES

CURRENT DEED REFERENCE:

PID-1105126043
Monroe JSE, LLC
DOC. NO. 2018-013258
20.3218 AC. (DEEDED)
S.R. 147-99

PLANNING COMMISSION APPROVAL:

THIS PLAT WAS APPROVED AND ACCEPTED BY THE PLANNING COMMISSION OF THE CITY OF MONROE, OHIO ON THIS DAY OF OF 2023.

SEC. MONROE PLANNING COMMISSION

CITY COUNCIL APPROVAL:

THIS PLAT WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF MONROE, OHIO ON THIS DAY OF OF 2023.

CLERK OF MONROE COUNCIL

CITY ENGINEER APPROVAL:

I HEREBY APPROVE THIS PLAT ON THIS DAY OF 2023.

ENGINEER FOR THE CITY OF MONROE, OHIO

ENFORCEMENT OFFICER APPROVAL:

THIS PLAT WAS APPROVED AND ACCEPTED BY THE ENFORCEMENT OFFICER OF THE CITY OF MONROE, OHIO ON THIS DAY OF OF 2023.

ENFORCEMENT OFFICER

BUTLER COUNTY WATER & SEWER APPROVAL:

I HEREBY APPROVE AND ACCEPT THIS PLAT ON THIS DAY OF 2019

DIRECTOR, BUTLER COUNTY WATER AND SEWER

COUNTY RECORDER

FILE NO.

RECEIVED ON THIS DAY OF 2023 AT

RECORDED ON THIS DAY OF 2023 AT

RECORDED IN BOOK NO. ON PAGES

FEE \$

BY: DEPUTY WARREN COUNTY RECORDER

COUNTY AUDITOR

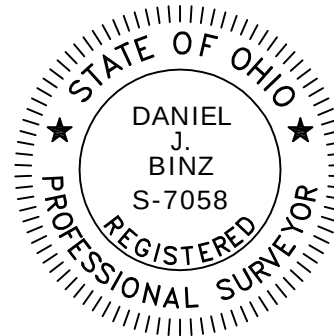
TRANSFERRED IN THIS DAY OF 2023

BY: DEPUTY WARREN COUNTY AUDITOR

CERTIFICATE OF SURVEYOR:

I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION, ON AND THAT ALL MONUMENTS WERE SET AS SHOWN.

DANIEL J. BINZ
PROFESSIONAL SURVEYOR NO. 7058



OWNER ADDRESS:

Monroe JSE, LLC
4479 RED BANK EXPRESSWAY
CINCINNATI, OHIO 45227

FLOOD NOTE:

By graphic plotting only, this property is in
Zone X and Zone AE of the Flood Insurance Rate Map, Community Panel No.
39017C0229F, which bears an effective date of
10 19, 2018 and Zone AE is in a Special Flood Hazard Area.

RIGHT-OF-WAY DEDICATION PLAT
TURTLECREEK TOWNSHIP, CITY OF MONROE
SECTION 5 & 6, TOWNSHIP 3, RANGE 3
WARREN COUNTY, OHIO

Job Number
23001.19

Revisions

Date Issued
7-18-23

Sheet Number

1
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Binz Surveying, LLC
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ORDINANCE NO. 2024-38

AN ORDINANCE AMENDING AND SUPPLEMENTING VARIOUS SECTIONS OF THE PLANNING AND ZONING CODE.

WHEREAS, Planning Commission recommended that Council approve the amendment and supplement of various sections of the Planning and Zoning Code on November 19, 2024; and

WHEREAS, Council deems it in the best interest of the City to accept Planning Commission's recommendation.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: Section 1201.06(F)(3) of the Planning and Zoning Code is hereby amended and supplemented to read as follows:

“Approved Planned Unit Developments (PUDs). Planned Unit Development agreements approved prior to the effective date of this PZC are governed according to the express terms and conditions of each agreement, unless expressly repealed, revoked, or modified as provided in the PZC.”

SECTION 2: Table 2.03(C)-1 of the Planning and Zoning Code is hereby amended as follows:

“

Table 2.03(C)-1, GR Lot and Building Standards

ac = acre du = dwelling unit du/a = unit per acre st = story sf. = square feet ' = feet

Key			
	Development Type	Conventional	Conservation
	Open Space (min.)	15%	30%
	Maximum Density (du/ac)	6	8

Table 2.03(C)-1, GR Lot and Building Standards

ac = acre du = dwelling unit du/a = unit per acre st = story sf. = square feet
= feet

Key			
	Development Type	Conventional	Conservation
	Minimum Floor Area [1]		
	Single-Unit Detached	1,800 sf.	1,800 sf.
	Single-Unit Attached/Duple x	1,600 sf.	1,600 sf.
	Zero Lot Line Townhouse	1,800 sf.	1,800 sf.
		1,600 sf.	1,600 sf.
Lot Standards			
A	Lot Area (min.)	6,000 sf.	3,500 sf.
	Single-Unit Detached	2,500 sf.	1,500 sf.
	Single-Unit Attached/Duple x	6,000 sf.	3,500 sf.
	Zero Lot Line Townhouse	2,000 sf.	1,500 sf.
B	Lot Width (min.)	40'	30'
Building Standards			
Primary Building Placement			
C	Front Setback (min.)	30'	20'
D	Side Setback (min.) [2]	0/5'	0/5'
E	Street Side Setback (min.)	20'	15'
F	Rear Setback (min.)	30'	20'
Accessory Building Placement			
	Front Setback (min.)	--	--
G	Side Setback (min.) [3]	5'/10'	5'/10'
H	Street Side Setback (min.)	--	--

Table 2.03(C)-1, GR Lot and Building Standards

ac = acre du = dwelling unit du/a = unit per acre st = story sf. = square feet ' = feet

Key			
	Development Type	Conventional	Conservation
I	Rear Setback (min.) [3]	5'/10'	5'/10'
	Building Height and Coverage		
J	Height (max.) - Stories - Feet	2.5 30'	2.5 / 3.0 30' / 40'
K	Lot Coverage (max.)	55%	55%
	Other Site and Building Components		
	Primary Entrance Orientation	Towards primary street on front facade	Towards primary street on front facade
	Building Type Permitted	Single-Unit Detached, Zero Lot Line, Single-Unit Attached, Duplex, Townhouse	Single-Unit Detached, Zero Lot Line, Single-Unit Attached, Duplex, Townhouse
	Fence or Freestanding Walls Height (max.)		
	- Front Yard	3'	3'
	- Side Yard	6'	6'
	- Corner Yard	3'	3'
	- Rear Yard	6'	6'

Notes:

1. To calculate the floor area, all areas within basements, garages, stairs, and any attached or detached accessory building or structure shall not be included.
2. The first number represents only one side yard setback as permitted for the zero-lot line dwelling unit as allowed in the SR zoning district. The second number represents the minimum for the non-zero setback side. See the definition in Section 1209.03, *Definitions*.
3. The first number represents accessory structures and uses under 12 feet in height and the second number is for accessory structures and uses 12 feet in height or taller. All accessory structures and uses 12 feet in height or taller shall be set back a minimum of 10 feet from the side and rear lot lines."

SECTION 3: Table 2.03(C)-2 of the Planning and Zoning Code is hereby amended to read as follows:

“

Table 2.03(C)-2, GR References to Related Standards	
Standard Topic	Location in PZC
Accessory Uses and Structures	1203.07
Open Space	Article 04.02
Building Design	1204.06
Screening and Fencing	1204.22
Floodplain and Floodway Development	City of Monroe Code of Ordinances, Chapter 1446
Parking, Loading, and Circulation	Article 04.04
Landscaping, Screening, and Buffering	Article 04.05
Signage	Article 04.06
Outdoor Lighting	Article 04.07
Subdivision Design	Chapter 1205

”

SECTION 4: Table 2.03(D)-2 of the Planning and Zoning Code is hereby amended to read as follows:

“

Table 2.03(D)-2, NC References to Related Standards	
Standard Topic	Location in PZC
Accessory Uses and Structures	1203.07
Open Space	Article 04.02
Building Design	1204.06
Screening and Fencing	1204.22
Floodplain and Floodway Development	City of Monroe Code of Ordinances, Chapter 1446
Parking, Loading, and Circulation	Article 04.04
Landscaping, Screening, and Buffering	Article 04.05
Signage	Article 04.06
Outdoor Lighting	Article 04.07
Subdivision Design	Chapter 1205

“

SECTION 5: Section 2.03(E)A. of the Planning and Zoning Code is hereby amended to read as follows:

“2.03(E) Urban Residential (UR)

- A. **Purpose.** The Urban Residential (UR) district provides for areas of higher gross density designed to accommodate a diverse range of housing types including single-unit

attached and multi-unit dwellings. The district is intended for areas within or adjacent to mixed-use centers to serve as a higher-density residential transition from suburban neighborhoods. Given its urban transition character, there are higher densities and greater amenity spaces set aside for streetscapes, greens, common landscaping, plazas, and resident gathering areas, as well as common landscaping and screening. Amenities are linked together with abutting developments to create a system of interconnected public spaces. The role of the UR District is to provide a variety of living types and spaces near and in support of commercial businesses and work spaces within mixed-use centers.”

SECTION 6: Table 2.03(E)-2 of the Planning and Zoning Code is hereby amended to read as follows:

“

Table 2.03(E)-2, UR References to Related Standards	
Standard Topic	Location in PZC
Accessory Uses and Structures	1203.07
Open Space	Article 04.02
Building Design	1204.06
Screening and Fencing	1204.22
Floodplain and Floodway Development	City of Monroe Code of Ordinances, Chapter 1446
Parking, Loading, and Circulation	Article 04.04
Landscaping, Screening, and Buffering	Article 04.05
Signage	Article 04.06
Outdoor Lighting	Article 04.07
Subdivision Design	Chapter 1205

“

SECTION 7: Section 1202.04 F. 3. d. i. and vii are hereby amended supplemented to read as follows:

“i. *Lot Area and Width.* The minimum lot area may be that of the smallest lot in the context of the development, as defined in Paragraph vii, Context, below. The minimum lot width may be that of the narrowest lot in the context of the development. Refer to Section 1207.33, *Replat*, for requirements related to replatting existing lots.

vii. *Context.* This Subsection identifies various contexts that inform the allowances provided in Subsection d., Alternative Standards, above, and as depicted in Figure 1202.04-4, *Context Illustrations*.

- (A) Alley Lot. If the infill site is an alley lot, then the context consists of other adjacent alley lots and the surrounding lots within the block that includes the infill site (shown in green).
- (B) Corner Lot. If the infill site is a corner lot, then the context consists of both block faces that include the infill site and the lots directly across the street from the infill site.

- (C) Interior Lot. If the infill site is an interior lot, then the context consists of the block face that includes the infill site and the lots directly across the street from the infill site.
- (D) Lots in Unimproved Block Face. If the infill site is within a block face that does not include other lots improved with buildings, then the context consists of the opposing block faces (being immediately opposite the same street as the project site) and the remaining lots on the block of the infill site.
- (E) Lots in Unimproved Block. If the infill site is within a block that does not include other lots improved with buildings, and the block face opposite the given project site does not include other lots improved with buildings, then the context consists of the block faces surrounding the block that includes the infill site.”

SECTION 8: Section 1202.05 A. of the Planning and Zoning Code is hereby amended to read as follows:

“Purpose. The Mixed-Use (MU) District provides for areas that foster the development of high-activity uses within a connected and walkable environment outside of the downtown area. The district requires a compatible mix of residential, commercial, retail, service, live-work uses, and open spaces, together with certain governmental, educational, religious, recreational, and support uses. Urban design standards maintain a neighborhood commercial scale, promote pedestrian activity, and maintain the unique character of innovative design. Development within this district is denser than other parts of the City and generally consists of multi-story buildings that are built to the street; parking that is located on-street, to the rear of the property, built under or on top of a building, or in standalone parking structures.”

SECTION 9: Section 2.05(C)A. of the Planning and Zoning Code is hereby amended to read as follows:

“Purpose. The Highway Commercial (HC) district provides for a variety of commercial retail and service uses in freestanding or multi-tenant buildings and centers located around the State Route 63 and Interstate 75 interchange. The character of development within the HC district consists of sites varying in size and scale catering to regional destinations and interstate traffic.”

SECTION 10: Section 2.05(E) A. of the Planning and Zoning Code is hereby amended and supplemented to read as follows:

“Purpose. The Employment Center (EC) district provides for business park or a larger-scale corporate or medical campus development. This district is appropriate for office, commercial uses and services, overnight accommodations, professional services, medical uses, some limited small-scale light industrial uses, and research and development facilities. The EC is intended for diversity in building types and uses but also to minimize impact on adjacent properties. The character of development within the EC consists of a suburban, campus-style setting and may include an internal street system serving individual lots that contain single-business or multi-tenant buildings.”

SECTION 11: Table 2.05(F)-1 of the Planning and Zoning Code is hereby supplemented to read as follows:

“

Table 2.05(F)-1, LI Lot and Building Standards	
ac. = acre	du = dwelling unit
sf. = square feet	st. = story
' = feet	
Development	Standard
Key Category	Commercial
Lot Area	N/A
Lot Width	N/A
-- Open Space (min)	15%
Building Standards	
Building Placement and Lot Coverage	
A Front Setback (min) [1][2] -Arterial -Collector	20'/150' 20'/150'
B Side Setback (min) [1][2]	10'/200'
C Rear Setback (min) [1][2]	10'/200'
Building Height and Coverage	
D Height (min./max.)	0'/55'
E Lot Coverage	85%
Access and Parking	
-- Parking Type(s)	On-Site
-- Parking Location	Front/Side/Rear
F Parking Lot Setback [2][3]	10'/200'
Required Parking Spaces	See Section 1204.14, <i>Off-Street Loading and Stacking</i> for number of spaces required.
Other Site and Building Components	
Frontage Type	--
Primary Entrance Orientation	Toward primary street, open space, or parking area
Allowed Setback Encroachments (max.)	
- Architectural Features	3'
- Building Frontage	3'
Accessory Building Setbacks (min.)	
- Front, Corner	Accessory buildings shall not be located in the front or street-facing side yard on a corner lot.

Table 2.05(F)-1, LI Lot and Building Standards

ac. = acre du = dwelling unit sf. = square feet st. = story ' = feet

Development		Standard
Key	Category	Commercial
	- Alley	10'
	- Any Other Property Line	10'
	Accessory Building Height	35'
	Fence or Freestanding Walls Height (max.)	
	- Front Yard	6'
	- Side Yard	8'
	- Corner Yard	6'
	- Rear Yard	8'

Notes:

1. A setback that adjoins and shares a common property line with another district shall be the greater width of the setback or the minimum required district buffer as outlined in Article 04.05, *Landscaping, Screening, and Buffering*. All surface parking along public roads must be screened with landscaping.
2. The second number on the setbacks apply to properties when a parcel is directly adjacent to a residential use or zoning district.
3. Access drives used for semi trucks and/or parking of semi trucks or trailers shall be no closer than 200 feet to the property line when adjacent to a residential zone or use. Access drives and parking for employee automotive vehicles shall be no closer than 100 feet to the property line when adjacent to a residential zone or use. The only exception for access drive location is for emergency vehicle access as determined by the City.”

SECTION 12: Table 2.05 (G)-1 of the Planning and Zoning Code is hereby supplemented to read as follows:

“

Table 2.05(G)-1, HI Lot and Building Standards

ac. = acre du = dwelling unit sf. = square feet st. = story ' = feet N/A= not applicable

Development		Standard
Key	Category	Commercial
	Lot Area (min.)	N/A
	Lot Width (min.)	N/A
--	Open Space (min)	15%
	Lot Coverage (max.)	85%
Building Standards		
	Building Placement and Lot Coverage	

Table 2.05(G)-1, HI Lot and Building Standards

ac. = acre du = dwelling unit sf. = square feet st. = story ' = feet N/A= not applicable

Development		Standard
Key	Category	Commercial
A	Front Setback (min.) [1][2]	20'/150'
	-Arterial	20'/150'
	-Collector	
B	Side Setback (min.) [1][2]	10'/200'
C	Rear Setback (min.) [1][2]	10'/200'
Building Height and Coverage		
D	Height (min./max.)	0'/70'
Access and Parking		
--	Parking Type(s)	On-Site
--	Parking Location	Front/Side/Rear
E	Parking Lot Setback [2][3]	10'/200'
	Required Parking Spaces	See Section 1204.14, <i>Off-Street Loading and Stacking</i> for number of spaces required.
Other Site and Building Components		
	Frontage Type	--
	Primary Entrance Orientation	Toward primary street, open space, or parking area
Allowed Setback Encroachments (max.)		
	- Architectural Features	3'
	- Building Frontage	3'
Accessory Building Setbacks (min.)		
	- Front, Corner	Accessory buildings shall not be located in the front or street-facing side yard on a corner lot.
	- Alley	10'
	- Any Other Property Line	10'
	Accessory Building Height	35'
Fence or Freestanding Walls Height (max.)		
	- Front Yard	6'
	- Side Yard	8'
	- Corner Yard	6'
	- Rear Yard	8'

Table 2.05(G)-1, HI Lot and Building Standards

ac. = acre du = dwelling unit sf. = square feet st. = story ' = feet N/A= not applicable

Development	Standard
Key Category	Commercial

Notes:

1. A setback that adjoins and shares a common property line with another district shall be the greater width of the setback or the minimum required district buffer as outlined in Article 04.05, *Landscaping, Screening, and Buffering*. All surface parking along public roads must be screened with landscaping.
2. The second number on the setbacks apply to properties when a parcel is directly adjacent to a residential use or zoning district.
3. Access drives used for semi trucks and/or parking of semi trucks or trailers shall be no closer than 200 feet to the property line when adjacent to a residential zone or use. Access drives and parking for employee automotive vehicles shall be no closer than 100 feet to the property line when adjacent to a residential zone or use. The only exception for access drive location is for emergency vehicle access as determined by the City.”

SECTION 13: Table 1203.02-1 of the Planning and Zoning Code is hereby amended to read as follows:

“

Table 1203.02-1, Primary Use Table														
Key: P = Permitted Use C = Conditional Use L = Limited Use -- = Prohibited														
Use Category (1203.03)	Use Type	R	S	G	N	U	M	D	H	G	E	L	H	Use Standard
Residential Use Categories														
Household Living	Single-Unit Detached Home	P	P	P	P	--	--	--	--	--	--	--	--	
	Zero Lot Line Home	--	P	P	P	--	--	--	--	--	--	--	--	
	Single-Unit Attached Home	--	--	P	--	P	--	--	--	--	--	--	--	
	Duplex	--	--	P	--	P	P	--	--	--	--	--	--	
	Live-Work Unit	--	--	--	--	C	P	P	--	--	--	--	--	1203.05
	Multiplex	--	--	--	--	L	P	P	--	--	--	--	--	1203.04
	Townhouse	--	--	P	--	P	P	P	--	--	--	--	--	
	Multi-Unit	--	--	--	--	P	P	P	--	--	--	--	--	
	Upper Floor Residential	--	--	--	--	--	L	L	L	--	--	--	--	1203.04
	Other Household Living uses not listed above	C	C	C	C	C	C	C	--	--	--	--	--	1203.05
Group Living	Adult Family Home or Small Residential Facility	P	P	P	P	--	--	--	--	--	--	--	--	

Table 1203.02-1, Primary Use Table															
Key: P = Permitted Use C = Conditional Use L = Limited Use -- = Prohibited															
Use Category (1203.03)	Use Type	R R	S R	G R	N C	U R	M U	D T	H C	G C	E C	L I	H I	Use Standard	
	Adult Group Home or Large Residential Facility	--	--	--	--	C	--	--	--	--	--	--	--	1203.05	
	Institutional Care Facility	--	--	C	--	C	--	--	--	--	--	--	--	1203.05	
	Other Group Living uses not listed above	C	C	C	C	C	C	C	--	--	--	--	--	1203.05	
Agricultural and Animal-Related Use Categories															
Agricultural-Related	Greenhouse or Nursery	L	--	--	--	--	--	--	--	P	--	P	--	1203.04	
	Raising of Crops	P	--	--	--	--	--	--	L	L	P	P	P	1203.04	
	Other Agriculture-Related uses not listed above	C	--	--	--	--	--	--	--	--	P	P	P	1203.05	
Animal-Related	Kennel	L	--	--	--	--	C	--	--	C	--	--	--	1203.04 and 1203.05	
	Stables, Private	P	--	--	--	--	--	--	--	--	--	--	--		
	Raising of Livestock	L	--	--	--	--	--	--	--	--	--	--	--	1203.04	
	Veterinary Office (Without Boarding)	--	--	--	--	--	P	P	P	P	P	P	P		
	Other Animal-Related uses not listed above	C	--	--	--	--	--	--	C	C	--	C	C	1203.05	
Public and Civic Use Categories															
Community Facilities	Public Community Centers	C	C	C	C	C	P	P	P	P	P	--	--	1203.05	
	Place of Public Assembly	C	C	C	C	C	P	P	P	P	--	--	--	1203.05	
	Residential Recreational Facility	P	P	P	P	P	P	P	--	--	--	--	--		
	Other Community Facilities uses not listed above	--	--	--	--	--	P	P	P	P	--	--	--		
Daycare Facilities	All Daycare Facilities uses not listed above	--	--	--	--	C	L	L	--	L	L	L	--	1203.04 and 1203.05	
Educational Facilities	College, University, or Other Higher Educational Institution	--	--	--	--	--	--	--	P	P	P	P	--		

Table 1203.02-1, Primary Use Table														
Key: P = Permitted Use C = Conditional Use L = Limited Use -- = Prohibited														
Use Category (1203.03)	Use Type	R R	S R	G R	N C	U R	M U	D T	H C	G C	E C	L I	H I	Use Standard
	Primary or Secondary Educational Institution	C	C	C	C	C	C	C	--	--	--	--	--	1203.05
	Other Educational Facilities uses not listed above	--	--	--	--	--	P	P	P	P	P	P	--	
Government Facilities	All Government Facilities uses	C	C	C	C	C	P	P	P	P	P	P	P	1203.05
Medical Facilities	Hospital or Outpatient Center	--	--	--	--	--	C	C	C	C	C	--	--	1203.05
	Other Medical Facilities uses not listed above	--	--	--	--	--	P	P	P	P	P	--	--	
Parks and Open Areas	Active Park, Playground, or Ball Field	C	C	C	C	C	L	L	L	L	L	L	L	1203.04 and 1203.05
	Cemetery, Columbarium, Mausoleum, or Memorial Park	C	C	C	C	C	--	--	--	--	--	--	--	1203.05
	Community Garden	L	L	L	L	L	L	L	--	--	--	--	--	1203.04
	Other Parks and Open Areas uses not listed above	P	P	P	P	P	P	P	P	P	P	P	P	
Passenger Terminal Facilities	All Passenger Terminal Facilities	--	--	--	--	--	--	--	--	--	--	--	--	
Social Services	All Social Service uses	--	--	--	--	--	--	--	--	--	--	--	--	
Utilities	Wireless Telecommunication Facilities (co-location on existing facility)	L	L	L	L	L	L	L	L	L	L	L	L	1203.04
	All Minor Utilities not listed above	P	P	P	P	P	P	P	P	P	P	P	P	
	Solar Farms	L	--	--	--	--	--	--	--	--	--	--	--	1203.04
	All Major Utilities uses not listed above	C	C	C	C	C	C	C	C	C	C	C	C	1203.05
Commercial Use Categories														
	24- Hour Operation Adjacent to a Residential District or Use								C	C	C	C	C	1203.05
Automotive Sales and Services	Automotive Body and Major Repair	--	--	--	--	--	--	--	--	--	--	--	L	1203.04

Table 1203.02-1, Primary Use Table														
Key: P = Permitted Use C = Conditional Use L = Limited Use -- = Prohibited														
Use Category (1203.03)	Use Type	R R	S R	G R	N C	U R	M U	D T	H C	G C	E C	L I	H I	Use Standard
	Automotive Sales, Leasing, or Rental	--	--	--	--	--	--	--	L	L	--	--	--	1203.04
	Automotive Servicing	--	--	--	--	--	L	--	--	L	--	P	P	1203.04
	Retail Fuel Sales	--	--	--	--	--	--	--	--	L	--	--	--	1203.04
	Vehicle Washing Establishment	--	--	--	--	--	--	--	L	L	--	--	--	1203.04
Entertainment and Recreation, Indoor	Entertainment Device Arcades	--	--	--	--	--	--	--	--	C	--	--	--	1203.05
	Event Hall or Conference Center	C	--	--	--	--	L	L	L	L	L	--	--	1203.04
	Microbrewery, Microdistillery, or Microwinery	--	--	--	--	--	L	L	L	L	L	P	P	1203.04
	Sexually Oriented Business	--	--	--	--	--	--	--	--	L	--	--	--	1203.04
	Shooting Range, Indoor	--	--	--	--	--	--	--	--	--	--	P	P	
	Video Lottery Terminals (VLT)	--	--	--	--	--	--	--	P	P	--	P	P	1203.04
	Other Indoor Entertainment and Recreation uses not listed above	C	--	--	--	--	P	P	P	P	P	P	--	1203.05
Entertainment and Recreation, Outdoor	All Outdoor Entertainment and Recreation uses	C	--	--	--	--	L	L	L	L	L	--	--	1203.04 and 1203.05
Office	All Office uses	--	--	--	--	--	P	P	P	P	P	P	P	
Overnight Accommodations	Bed and Breakfast Establishments	C	C	C	C	C	--	--	--	--	--	--	--	1203.05
	Short-Term Rental	--	C	C	C	C	C	C	C	--	--	--	--	1203.05
	Other Overnight Accommodation uses not listed above	--	--	--	--	--	P	P	P	P	P	--	--	
Parking, Commercial	Parking Garages	--	--	--	--	--	L	L	L	L	L	L	L	1203.04
	Parking Lots	--	--	--	--	--	--	--	--	--	L	L	L	1203.04
	Park-and-Ride Facility	--	--	--	--	--	P	P	P	P	P	P	P	
	Other Commercial Parking uses not listed above	--	--	--	--	--	--	--	--	--	--	--	--	
Restaurants	Brewpub	--	--	--	--	--	L	L	L	L	L	--	--	1203.04

Table 1203.02-1, Primary Use Table														
Key: P = Permitted Use C = Conditional Use L = Limited Use -- = Prohibited														
Use Category (1203.03)	Use Type	R R	S R	G R	N C	U R	M U	D T	H C	G C	E C	L I	H I	Use Standard
Retail Sales, Services	Restaurant, Drive-In	--	--	--	--	--	L	L	L	L	L	L	L	1203.04
	Other Restaurant uses not listed above	--	--	--	--	C	P	P	P	P	P	P	P	1203.05
	All Retail Repair-Oriented uses	--	--	--	--	--	P	P	P	P	P	P	P	
	Antique Mall	--	--	--	--	--	--	L	--	L	--	--	--	1203.04
	Flea Market	--	--	--	--	--	--	--	C	--	--	--	--	1203.05
	Small Box Discount Retail Store	--	--	--	--	--	--	--	L	L	--	--	--	1203.04
	Other Retail Sales-Oriented uses not listed above	--	--	--	--	--	L	L	L	L	L	L	--	1203.04
	Other Retail Service-Oriented uses not listed above	--	--	--	--	--	L	L	L	L	L	L	--	1203.04
Industrial Use Categories														
	24- Hour Operation Adjacent to a Residential District or Use											C	C	1203.05
Heavy Industrial	All Heavy Industrial Uses	--	--	--	--	--	--	--	--	--	--	--	P	
Light Industrial	Artisan/Micro-Manufacturing	--	--	--	--	--	--	--	--	--	L	L	L	1203.04
	Contractor Service, Equipment, and Storage Yard	--	--	--	--	--	--	--	--	--	--	C	L	1203.04 & 1203.05
	Building or Lumber Yard	--	--	--	--	--	--	--	--	C	--	P	P	1203.05
	Research and Development Facility	--	--	--	--	--	--	--	--	--	P	P	P	
	Truck, Trailer, or Equipment Sales, Leasing, or Rental	--	--	--	--	--	--	--	--	--	--	P	P	
	All other Light Industrial uses not listed above	--	--	--	--	--	--	--	--	--	--	P	P	
Resource Extraction	All Resource Extraction uses	--	--	--	--	--	--	--	--	--	--	--	--	
Self-Service Storage	All Self-Storage Facilities	--	--	--	--	--	--	--	--	--	--	C	C	1203.05

Table 1203.02-1, Primary Use Table																
Key: P = Permitted Use C = Conditional Use L = Limited Use -- = Prohibited																
Use Category (1203.03)	Use Type	R R	S R	G R	N C	U R	M U	D T	H C	G C	E C	L I	H I	Use Standard		
Warehousing and Freight Movement	Warehousing and Freight Movement uses	--	--	--	--	--	--	--	--	--	L	P	P	1203.04		
Waste-Related	All Waste-Related uses	--	--	--	--	--	--	--	--	--	--	--	--			
Wholesale Trade	All Wholesale Trade uses	--	--	--	--	--	--	--	--	--	--	P	P			

“

SECTION 14: Table 3.03(B)-2 of the Planning and Zoning Code is hereby amended to read as follows:

“

Table 3.03(B)-2, Group Living Use Category	
<i>Characteristics:</i> Residential occupancy of a structure by a group of people that does not meet the definition of Household Living. Tenancy is usually arranged on a monthly or longer basis. Generally, Group Living structures have a common eating area for residents, and the residents may receive care or training. Caregivers may or may not reside on site.	
Primary Uses	Accessory Uses
- Adult Family Home or Small Residential Facility - Adult Group Homes or Large Residential Facilities - Institutional Care Facility - Other uses meeting the characteristics of the Group Living Use Category as determined by the Director	- Associated Office - Food Preparation and Dining Facility - Garden - Greenhouse or Nursery (noncommercial) - Minor Utilities

“

SECTION 15: Table 303.03(C)-1 and -2 of the Planning and Zoning Code are hereby amended to read as follows:

“

Table 3.03(C)-1, Agricultural Use Category	
<i>Characteristics:</i> Uses primarily related to the raising of plants and associated enterprises including, but not limited to floriculture, horticulture, row and field crops, viticulture, and orchards.	
Primary Uses	Accessory Uses

Table 3.03(C)-1, Agricultural Use Category	
<i>Characteristics:</i> Uses primarily related to the raising of plants and associated enterprises including, but not limited to floriculture, horticulture, row and field crops, viticulture, and orchards.	
- Community Gardens - Firewood, Commercial Storage and Sales - Grain and Oilseed Milling, Exclusively Grown on Premises - Greenhouse or Nursery - Raising of Crops - Wineries, Processing Fruits Exclusively Grown on premises - Other uses meeting the characteristics of the Agricultural Use Category as determined by the Director	- Agricultural Buildings - Associated Office - Minor Utilities - Outdoor Display of Merchandise - Parking And Storage of Operable Farm Vehicles and Farm Machinery - Solid Waste Collection and Trash Enclosures - Roadside Stand

Table 3.03(C)-2, Animal-Related Use Category	
<i>Characteristics:</i> Use primarily related to the raising of animals and associated enterprises.	
Primary Uses	Accessory Uses
- Kennel - Raising of Livestock - Stables, Private - Stables, Public - Veterinary Office (With Boarding) - Veterinary Office (Without Boarding) - Other uses meeting the characteristics of the Animal-Related Use Category as determined by the Director	- Agricultural Buildings - Associated Office - Barn or Stable - Minor Utilities - Outdoor Display of Merchandise - Parking And Storage of Operable Farm Vehicles and Farm Machinery - Solid Waste Collection and Trash Enclosures - Roadside Stand

“

SECTION 16: Table 3.03(D)-3 of the Planning and Zoning Code is hereby amended to read as follows:

“

Table 3.03(D)-3, Educational Facilities Use Category	
<i>Characteristics:</i> Public and private schools at the elementary, middle, or high school level that provide basic academic education. Also includes colleges and other institutions of higher learning that offer courses of general or specialized study leading to a degree usually in a campus setting.	
Primary Uses	Accessory Uses

Table 3.03(D)-3, Educational Facilities Use Category

Characteristics: Public and private schools at the elementary, middle, or high school level that provide basic academic education. Also includes colleges and other institutions of higher learning that offer courses of general or specialized study leading to a degree usually in a campus setting.

▪ College, University, or Other Higher Educational Institution ▪ Primary or Secondary Educational Institution ▪ Vocational or Trade School ▪ Other uses meeting the characteristics of the Educational Facilities Use Category as determined by the Director	▪ Assembly Hall ▪ Associated Office and Storage ▪ Auditorium or Theater ▪ Before- and After-School Day Care ▪ Concession ▪ Dormitory ▪ Food Preparation and Dining Facility ▪ Garden ▪ Laboratory ▪ Library ▪ Medical Clinic ▪ Minor Utilities ▪ Recreation Facility
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“

SECTION 17: Table 3.03(E)-1 of the Planning and Zoning Code is hereby amended to read as follows:

“

Table 3.03(E)-1, Automotive Sales and Services Use Category

Characteristics: Direct sales of and service to automotive passenger vehicles and other consumer motor vehicles such as motorcycles, boats, and recreational vehicles.

Primary Uses	Accessory Uses
▪ Automotive Body and Major Repair (e.g., Autobody or Engine Repair, Painting, Seat Cover and Upholstery Service, etc.) ▪ Automotive Sales, Leasing, or Rental ▪ Automotive Servicing (e.g., Auto Detailing, Minor Scratch and Dent Repair, Quick Lubrication Service, Tire Sales, and Mounting, etc.) ▪ Retail Fuel Sales ▪ Vehicle Washing Establishment ▪ Other uses meeting the characteristics of the Vehicle Sales and Services Use Category	▪ Associated Office and Storage ▪ Concessions ▪ Food Preparation and Dining Facility ▪ Minor Utilities ▪ Outdoor Displays of Merchandise ▪ Outdoor Storage ▪ Sale of Auto Parts ▪ Towing ▪ Vehicle Storage

“

SECTION 18: Section 3.03(E) H. and I. of the Planning and Zoning Code are hereby amended to read as follows:

“

Restaurant Use Category	
<i>Characteristics:</i> Establishments that prepare and sell food and beverages for on-premises or off-premises consumption.	
Primary Uses	Accessory Uses
▪ Bakery ▪ Brewpub ▪ Coffee or Tea Shop ▪ Ice Cream Shop ▪ Restaurant, Delivery Only ▪ Restaurant, Drive-In ▪ Restaurant, Takeout Only ▪ Restaurant, Standard ▪ Other uses meeting the characteristics of the Restaurant Use Category	▪ Associated Office and Storage ▪ Drive-Through Facility ▪ Minor Utilities ▪ Outdoor Dining Area ▪ Recreation Facility

Retail Repair, Sales, and Services Use Category.

Retail Repair, Sales, and Services Use Category

Characteristics: Companies or individuals involved in the sale, lease, or rental of new or used products, or providing personal services or repair services to the general public.

Primary Uses

Accessory Uses

Repair-Oriented Uses:

- Stores offering repair of:
 - Bicycles
 - Clocks
 - Electrical Appliances (Small)
 - Electronics
 - Household Appliances
 - Furniture
 - Jewelry or Watches
 - Locks and Keys
 - Office Equipment
 - Musical Instruments
 - Rugs
 - Shoes
 - Upholstery

Sales-Oriented Uses:

- Antique Mall
- Convenience Store
- Department Store
- Flea Market
- Florist
- Grocery Store
- Pharmacy/Drug Store
- Shopping Center
- Small Box Discount Retail Store
- Stores Selling, Leasing, or Renting Consumer, Home, and Business Goods, including but not limited to:
 - Antiques
 - Art Supplies
 - Automotive Parts and Accessories
 - Bicycles
 - Books and Stationery
 - Cameras and Photographic Supplies
 - Clothing and Apparel Accessories
 - Collectibles
 - Electronics
 - Farm and Gardening Supplies (not including heavy equipment)
 - Fabric
 - Floor Coverings
 - Fruits and Vegetables
 - Furniture and Home Furnishings
 - Gifts and Novelties
 - Hardware
 - Hobby and Craft Supplies
- Associated Office and Storage
- Concession
- Day Care for Children of Employees
- Food Preparation and Dining Facility
- Minor Utilities
- Outdoor Displays of Merchandise

○ Home Improvement Supplies ○ Household Appliances ○ Household Products ○ Jewelry and Watches ○ Live Bait ○ Luggage ○ Meats or Fish ○ Medical Supplies ○ Music Instruments, Supplies, or Records ○ Newspapers and Magazines ○ Office Equipment and Business Machines Rental ○ Office Supplies and Equipment ○ Pets and Pet Supplies ○ Plants ○ Shoes ○ Sporting Goods and Athletic Equipment ○ Toys ■ <u>Service-Oriented Uses:</u> ■ Art, Dance, Drama, Music, or Photography Instruction or Studio ■ Barber Shop or Beauty Salon ■ Blueprinting or Photocopying ■ Dry Cleaning and Laundry Drop-Off/Pick-Up Only ■ Funeral Home ■ Health and Fitness Studio ■ Informational and Instructional Services ■ Optician/Optometrlist ■ Pet Groomer ■ Tanning Salon ■ Tattoo and Body Art Establishment ■ Tailoring ■ Other uses meeting the characteristics of the Retail Repair, Sales, and Services Use Category	
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“

SECTION 19: Table 3.03(F)-2 of the Planning and Zoning Code is hereby amended and supplemented to read as follows:

“

Table 3.03(F)-2, Light Industrial Use Category	
<i>Characteristics:</i> Uses engaged in the manufacturing, assembly, or processing of non-combustible and non-explosive industrial, business, or consumer goods (from basic finished inputs such as metal, stone, glass, plastic, or rubber); Packaging (packing, bottling, canning, or wrapping) of assembled products; and Contractors and building maintenance services and similar uses that perform services off-site. Few customers, especially the general public, come to the site.	
Primary Uses	Accessory Uses
▪ Artisan/Micro-Manufacturing ▪ Brewery, Large ▪ Building or Lumber Yard ▪ Catering Establishment, Large Scale ▪ Contractor Service, Equipment, and Storage Yard ▪ Dry Cleaning or Laundry Plants ▪ Extermination Services ▪ Fabrication and Assembly of: ○ Appliances ○ Bicycles ○ Clothing ○ Communication Equipment ○ Computer Software ○ Electrical or Electronic Components and Accessories ○ Food Products ○ Furniture (where wood is milled off-site) ○ Hardware ○ Mechanical Components ○ Paper and Paper Products ○ Pharmaceuticals ○ Scientific or Professional Instruments ○ Toys ▪ Packaging Facilities including for: ▪ Bottling Beverages ▪ Canning and Wrapping Foods ▪ Boxing Electronic Components ▪ Micro-manufacturing ▪ General Industrial Services ▪ Research and Development Facilities ▪ Truck, Trailer, or Equipment Sales, Leasing, or Rental	▪ Associated Office and Storage ▪ Associated Retail Sales Related to the Primary Use ▪ Associated Showroom ▪ Day Care for Children of Employees ▪ Electric vehicle charging ▪ Fleet Maintenance ▪ Food Preparation and Dining Facility for Employees ▪ Fueling Facility ▪ Medical Clinic for Employees ▪ Meeting Space ▪ Minor Utilities ▪ Outdoor Storage ▪ Recreation Facility ▪ Single Attached Residential Unit for Caretaker ▪ Solid Waste Collection and Trash Enclosures ▪ Warehouse

“

SECTION 20: Section 1203.04 E. 4. c. and G. 3. of the Planning and Zoning Code are hereby amended to read as follows:

“Setback. If the use is abutting a SR, NC, GR, or UR zoning district or residential use, the minimum setback for all activities shall be at least 50 feet.

Retail Fuel Sales.

- a. Frontage Along Certain Corridors. The use shall not be located on a lot with frontage along Ohio State Route 63, Ohio State Route 4, or Cincinnati Dayton Road.
- b. Canopies. Canopies shall be set back a minimum of 15 feet from street rights-of-way, and shall not exceed a clearance height of 14 feet.
- c. Semi-Trailer Truck Parking.
 - i. No semi-trailer truck parking stalls are permitted other than temporary stacking for refueling. No site shall install excessive amounts of unmarked and/or unprogrammed pavement in order to effectively provide semi-trailer truck parking.
 - ii. No more than three single refueling stations for semi-trailer trucks are permitted. The number of semi-trailer truck refueling stations shall not exceed the number of automobile refueling stations.
- d. Vacant or Inoperative Retail Fuel Sales.
 - i. If any automotive servicing use is vacant or not operational for a period of at least six consecutive months, such station shall be presumed to be a nuisance affecting or endangering surrounding property values and to be detrimental to the public health, safety, convenience, comfort, property or general welfare of the community and shall be abated.
 - ii. Vacant or inoperative automotive servicing use shall be maintained in accordance with the requirements of this code and all underground storage tanks shall be secured and maintained to prevent leaking, access by unauthorized individuals, and meet all established state regulations for storage tanks.
 - iii. Any removal of pumps or tanks shall be undertaken in accordance with safe accepted practices as prescribed by the National Fire Protection Association and filling depressions to the grade level of the lot.
 - iv. The owner of the station shall be required to consistently maintain the premises.”

SECTION 21: 1203.04 G. of the Planning and Zoning Code is hereby supplemented to read as follows:

“13. Restaurant, Drive in

- a. Setback. All structures and activity areas, except off-street parking, shall be set back a minimum of 50 feet from all lot lines.”

SECTION 22: Section 1203.04 H. 2. of the Planning and Zoning Code is hereby amended to read as follows:

“Contractor Service, Equipment, and Storage Yard.

- a. Setback. All structures and activity areas, except off-street parking, shall be set back a minimum of 200 feet from all lot lines.
- b. Screening. A plan illustrating outdoor storage and how it is to be screened shall be submitted as part of the site plan review process.”

SECTION 23: Section 1203.05 G., H, and I. of the Planning and Zoning Code are hereby amended and supplemented to read as follows:

“G. Civic and Institutional Conditional Use Standards.

- 1. *Place of Public Assembly.* The height of the main structure or any building shall comply with restrictions of the applicable zoning district with the exception of a steeple or tower, which may not exceed 75 feet in height.
- 2. *Daycare Facilities.*
 - a. Lot Size. The use shall be located on a lot that is a minimum of 10,000 square feet.
 - b. Play Areas. Outdoor play areas shall be:
 - i. Permitted in the side and rear yards only; and
 - ii. Enclosed with a fence or wall that is a minimum of five feet in height.
 - c. Pick Up and Drop Off Areas.
 - i. Unloading and loading of children from vehicles shall only be permitted in the approved vehicular use area of the facilities.
 - ii. An on-site drop off area sufficient to accommodate four vehicles shall be provided and shall be located in a manner not to obstruct movement in and out of established parking spaces.
- 3. *Primary or Secondary Education Institution.*
 - a. Lot Size.
 - i. Elementary School. The use shall be located on a lot that is at least five acres.
 - ii. Junior High School. The use shall be located on a lot that is at least 25 acres
 - iii. Senior High School. The use shall be located on a lot that is at least 40 acres.
 - b. Setback. All structures and activity areas, except off-street parking, shall be set back a minimum of 40 feet from the front lot line and a minimum of 100 feet from all other lot lines.
- 4. *Active Park, Playground, or Ball Field.*
 - a. Setbacks. All structures and activity areas, except off-street parking, shall be set back a minimum of 75 feet from all lot lines.
 - b. Retail Sales. Only retail uses which are customarily accessory or incidental to the main recreational use shall be permitted and shall include such uses as refreshment stands, souvenir stands, and concession stands.
- 5. *Cemetery, Columbarium, Mausoleum, or Memorial Park.*
 - a. Lot Size. The use shall be located on a lot that is at least 20 acres.
 - b. *Ingress and Egress.* There shall be no more than two ingress/egress drives onto the property. No drive shall exceed 35 feet in width.

H. Commercial Conditional Use.

- 1. *Bed and Breakfast Establishments*
 - a. Lot Size. The use shall be located on a lot is at least 30,000 square feet.
 - b. Trash Facilities. Central facilities for the collection and disposal of trash shall be provided.

- c. Employees. The number of employees, other than occupants or owners, shall not exceed two.
 - d. Guest Bedrooms. There shall be a maximum of eight guest bedrooms.
 - e. Length of Stays. Stays shall be short-term in nature and no guest shall be permitted to stay for a period exceeding two weeks.
2. *Event Hall or Conference Center.*
- a. Minimum Parcel Size. The minimum parcel size shall be five acres.
 - b. Access. The site shall have direct access from an arterial or collector street.
 - c. Maximum Floor Area. The total maximum floor area utilized for event hall or conference activities shall be no more than 10 percent of the total lot area.
 - d. Hours of Operation. The use may only operate between the hours of 7:00 a.m. and 10:00 p.m.
 - e. Noise. Noise generated by the use, as measured at any property line, shall not exceed 40 decibels (dB) between the hours of 8:00 PM and 10:00 PM, and shall not exceed fifty (50) decibels (dB) at any other time.
 - f. Setbacks. All structures and activity areas, except off-street parking, shall be set back a minimum of 200 feet from all lot lines abutting any residential zoning district. All off-street parking shall be set back a minimum of 20 feet from all lot lines abutting any residential zoning district. All structures and activity areas, shall be set back a minimum of 20 feet from all other lot lines.
 - g. Restroom Facilities. Permanent restroom facilities shall be required commensurate with the capacity of the building(s), subject to approval by the appropriate county health department.
 - h. Outdoor Lighting. Any exterior lighting shall adhere to all requirements of Article 04.07, *Outdoor Lighting*.
 - i. All events that include sound amplification of any kind or that include 50 or more people in attendance between the hours of 7:00 AM and 10:00 PM must take place entirely within a fully enclosed building(s).
 - j. Fire and Building Code Requirements. Any building(s) in which events are held shall meet applicable building and fire code requirements for assembly uses.
3. *Flea Market.*
- a. Indoor Square Footage. A majority of the use's square footage must be indoors.
 - b. Outdoor Dining or Displays Merchandise. Any outdoor dining, sales, display, or storage shall comply with the applicable requirements in 1203.07, *Accessory Uses and Structures*.
 - c. Zoning Permits. All vendors shall be subject to zoning permit requirements.
4. *Other Entertainment and Recreation, Outdoor Uses Not Listed in Table.* All structures and activity areas, except off-street parking, shall be set back a minimum of 200 feet from all lot lines abutting a residential district or use and a minimum of 100 feet from all other lot lines.
5. *Restaurant, Drive-In.*
- a. Freestanding Drive-Through Facility Prohibited. Restaurants with drive-through facilities only are prohibited.
 - b. Setback. All structures and activity areas, except off-street parking, shall be set back a minimum of 50 feet from all lot lines.
6. *Self-Storage Facilities Uses.*

- a. Height. Storage structures shall not exceed 25 feet in height.
- b. Setback. All structures and activity areas shall be set back a minimum of 200 feet from all lot lines abutting a residential district or use and a minimum of 20 feet from all other lot lines.
- c. Driveways and Travel Lanes. All one-way driveways shall provide for one 10-foot parking lane and one 15-foot travel lane. Traffic direction and parking shall be designated by signage or driveway painting. All two-way driveways shall provide for one 10-foot parking lane and two 12-foot travel lanes. The parking lanes may be eliminated when the driveway does not serve the storage units.
- d. Enclosure. The storage area shall be completely enclosed by walls, fences or buildings, or a combination thereof. All storage shall be within a closed building except that within the grounds of a self-service storage warehouse where recreational vehicles and motor vehicles may be placed in outdoor storage areas which are separated from view from adjacent streets and property by walls, fences or landscaping. Outdoor storage areas shall not exceed fifteen percent of the gross site area and shall not count toward meeting parking requirements.
- e. Interior Landscaping. Interior landscaping shall be based on 15 square feet of landscaping per parking space required and will be distributed reasonably evenly across the lot area.
- f. Buffer Landscaping. A 25-foot-wide landscaping buffer, parallel to the street frontage, equal to the property frontage, excluding ingress/egress drives, shall be landscaped with trees in the ratio of at least one tree for every 2,000 square feet or fraction thereof of the landscaped area. Landscaping should consist of a variety of hardy evergreen planted material, including trees and low-medium-high profile shrubs, together with suitable ground cover that is either seeded with grass or mulched and maintained in such a manner as not to impair vehicle visibility.
- g. Fueling. No gasoline or other motor vehicle fuel pumps or tanks shall be permitted on the premises.
- h. Commercial Business. No auctions, sales, service or repair activities or anything other than dead storage and the rental and supervision of storage units shall be conducted on the premises.

I. Industrial Conditional Use Standards.

- 1. *Contractor Service, Equipment, and Storage Yard and Building and Lumber Yard.*
 - a. Setback. All structures and activity areas, except off-street parking, shall be set back a minimum of 200 feet from all lot lines.”

SECTION 24: Section 1203.06 T. of the Planning and Zoning Code is hereby amended to read as follows:

“T. **Minor Modification.** Any repair, antenna modification, height modification that does not exceed the maximum permitted, ground equipment additions within the screened area as required in this section, and minor structure additions may be approved by the Director and shall be required to submit an application for zoning permit.”

SECTION 25: Section 1203.07 C., D., E. and F. of the Planning and Zoning Code are hereby amended and supplemented to read as follows

“G. General Standards for All Accessory Uses and Structures. All accessory uses and accessory structures shall meet the following standards:

1. *Subordination.*
 - a. An accessory use or structure shall be subordinate in size, scale, and intensity to a principle use and shall serve a principal use or structure.
 - b. No structure or building shall be used for an accessory use unless the primary building is also operating with a permitted use.
 - c. A non-agricultural accessory structure shall be subordinate in height and gross floor area to the principal structure.
2. *Ownership.* Be owned or operated by the same person or business as the principal use or structure;
3. *Same Property.* Be located on the same lot or parcel as the principal use or structure;
4. *Location.* Be located in the rear yard unless specific additional requirements permit other yards; The Director may grant an exception to location on through lots that have two front yards (i.e. State Route 63) for the area that functionally serves as the rear yard, subject to any provisions that may be imposed to ensure the surrounding character and privacy of the neighboring lots are preserved.
5. *Commercial Use.* Accessory structures located on residentially zoned or used property shall not be used for commercial purposes.
6. *Setbacks.* Setback requirements for all accessory structures are established for each building type and are set forth in the district chapter (Section 1202.03, *Residential Districts Standards*; Section 1205.05, *Mixed Use and Nonresidential Districts Standards*) unless otherwise regulated specifically within this Section.
7. *Height.* An accessory use or structure may not exceed:
 - a. *Residential Use.* In residential districts or for any residential uses, the height of all accessory structures shall be subordinate to the height of the principal structure, unless specifically permitted with standards (i.e. Small Wind Energy Conservation Systems).
 - b. *RR Zoning District.* 40 feet in height for agricultural use buildings.
 - c. *SR, GR, NC, and UR Zoning Districts.* 20 feet in height.
 - d. *All Mixed Use and Nonresidential Zoning Districts.* An accessory use may not exceed 35 feet in height.
8. *Architectural Standards.* New accessory buildings shall be constructed of materials similar to the materials used on the principal dwelling or may, in all cases, be constructed of brick, stone, cultured stone, cement siding, wood, stucco and synthetic stucco materials, or other material permitted in Section 1204.06, *Residential Building Elements and Architectural Design*. Decks, gazebos, pergolas, and similar structures must be constructed from materials that are complementary to the principal structure.
9. *Timing of Use.* An accessory use or structure may only be constructed after the principal use and building has been established on the lot; and
10. *Easements.* Accessory structures shall not encroach into any private or public easement unless specifically authorized.
11. *Permissions.* Any accessory use or structure shall, at minimum, require a zoning permit. The Director shall have the authority to determine if a proposed accessory use is of a scale a nature as to be a second principal structure and/or use of the site, subject to all requirements of principal buildings, including the applicable architectural standards.

D. Table of Permitted Accessory Uses and Structures. Table 1203.07-1, *Permitted Accessory Uses and Structures*, lists the accessory uses and structures allowed within all zoning districts. The following is an explanation of the abbreviations and columns in Table 1203.07-1, *Permitted Accessory Uses and Structures*

1. "P" = The accessory use or structure is permitted by right and is not subject to additional use-specific standards;
2. "L" = The accessory use or structure is permitted subject to use-specific standards and approval of a Zoning Permit by the Director (See use-specific standards set forth in this Section);
3. "C" = The accessory use or structure is permitted subject to use-specific standards and approval of a Conditional Use Permit by the City Council (See 1203.05, *Conditional Use Standards*); and
4. "--" = The use is prohibited.

Table 1203.07-1, Permitted Accessory Uses and Structures

Accessory Use Or Structure	Residential Districts					Mixed Use Districts		Non Residential Districts	
	RR	SR	GR	NC	UR	MU	DT	HC, GC	EC, LI, HI
Accessory Buildings	L	L	L	L	L	L	L	L	L
Accessory Dwelling Units	L	L	L	L	L	--	--	--	--
Agricultural Buildings	L	--	--	--	--	--	--	--	--
Amateur Radio Antennas	L	L	L	--	--	--	--	--	--
Automated Teller Machines (ATMs)	--	--	--	--	--	L	L	L	C
Community Gardens	L	L	L	L	L	L	L	L	L
Detached Garages	L	L	L	L	L	L	L	L	L
Detached Storage/Utility Sheds, Gazebos, and Similar Structures	L	L	L	L	L	L	L	L	L
Drive-Through Facility, Principle Use Associated	--	--	--	--	--	--	--	L	C
Drop-Off Box	--	--	--	--	--	--	--	P	--
Electric Vehicle (EV) Charging Station - Level 1 and 2	L	L	L	L	L	L	L	L	L
Electric Vehicle (EV) Charging Station - Level 3 and Battery Exchange	--	--	--	--	--	--	--	L	L
Home Occupation	L	L	L	L	L	L	L	--	--
Guard Shack and Related Structures	--	--	--	--	--	--	--	--	L
Outdoor Dining	--	--	--	--	--	L	L	L	--
Outdoor Sales/Display	--	--	--	--	--	L	L	L	L
Outdoor Bulk Storage	--	--	--	--	--	--	--	L	L

Table 1203.07-1, Permitted Accessory Uses and Structures

Accessory Use Or Structure	Residential Districts					Mixed Use Districts		Non Residential Districts	
	RR	SR	GR	NC	UR	MU	DT	HC, GC	EC, LI, HI
Porches or Decks	L	L	L	L	L	L	L	L	--
Radio and Television Antennas	L	L	L	L	L	L	L	L	L
Raising of Chickens	L	L	L	L	--	--	--	--	--
Recreational Facilities and Swimming Pools	L	L	L	L	L	L	L	L	L
Roadside Stands	L	--	--	--	--	--	--	L	L
Satellite Dishes	L	L	L	L	L	L	L	L	L
Short-Term Rental	L	L	L	L	L	L	L	--	--
Small Wind Energy Conversion Systems (SWECS)	L	--	--	--	--	--	--	--	C
Solid Waste Collection and Trash Enclosures	L	L	L	L	L	L	L	L	L
Solar Panels (Small Scale)	L	L	L	L	L	L	L	L	L
Type-B Day Care Home (1-6 children)	P	P	P	P	P	--	--	--	--
Unenclosed Patios	L	L	L	L	L	L	L	L	L

E. Standards for Residential Accessory Structures or Uses.

1. Generally.

- a. Screening. An accessory structure located in an interior side yard shall be screened by a six-foot tall opaque fence or wall.
- b. Size. The cumulative total of all accessory structures shall be subject to maximum lot coverage allotments for each district as established in *Section 1202.03 Residential District Standards*.

2. Accessory Dwelling Units (ADUs). Accessory dwelling units shall be permitted in all residential zoning districts as an accessory use to single-unit detached on lots greater than or equal to 9,000 square feet, or the single-unit attached housing type in the UR zoning districts, subject to the following standards:

- a. ADU Types. There are two types of ADUs:
 1. Integrated ADUs; and
 2. Detached ADUs.
- b. Integrated ADUs. Integrated ADUs are located within a permitted building and shall comply with the building placement standards for the permitted and associated principal building types established in Article 02.02, *Residential Zoning Districts*.
 1. Integrated ADUs may be established by dividing space within a principal building (See (A) in Figure 1203.07-1, below), or by

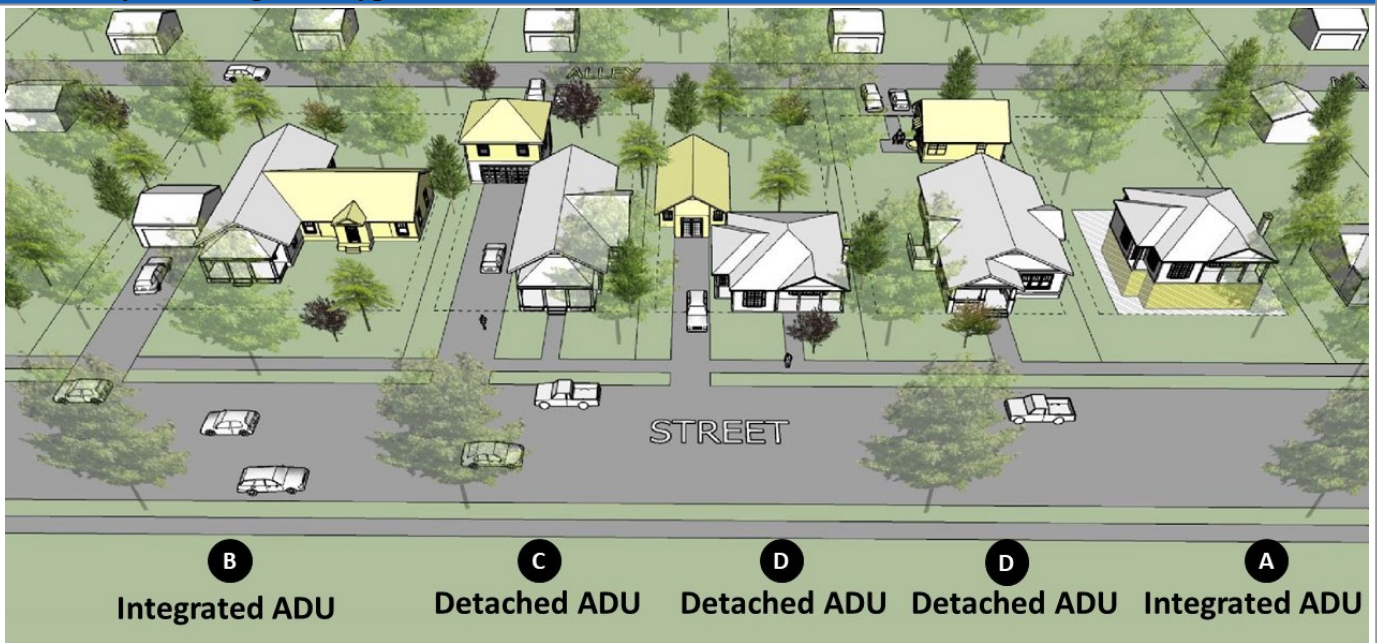
adding floor area to an existing building (See (B), below). Integrated ADUs may be accessed from within the principal building or from outside, according to the standards of this Section.

2. Integrated ADUs appearance:
 - a. Integrated ADUs shall not involve design modifications to the exterior of the principal building that make their presence obvious.
 - b. Where exterior doors provide direct access to the integrated unit, such doors shall be designed, located, and configured in a manner that is typical for secondary access to a residential dwelling (e.g. side doors, French doors, etc.).
 - c. Any exterior stairs that would serve as the primary entrance to the ADU shall be located on the side or rear of the principal structure and are prohibited from being located on the front of the principal structure.
 - d. If a principal building is expanded to accommodate an integrated ADU, the expansion shall be designed in a manner that is comparable to the principal building.
 - e. Only one entrance may be located on the front facade of the principal building facing the street unless the building contained additional front entrances prior to the ADU's construction.
- c. Detached ADUs.
 1. Detached ADUs are dwelling units that are located inside of an accessory structure, such as a detached residential garage (See (C) in Figure 1203.07-1, below) or detached structure (D).
 2. *Alleys*. Where an improved alley adjacent to the lot exists, vehicular access to the ADU shall take place from the alley.
- d. Prohibited Locations.
 1. An ADU shall not be located on a lot where any short-term rental residential use exists.
 2. ADUs may not be established within manufactured homes or structures and vehicles that do not have a permanent foundation, including, but not limited to recreational vehicles, travel trailers, or campers.
- e. Maximum Floor Area of the ADU.
 1. *Measurement*. The floor area is measured as the area within the ADU itself and does not include areas of an accessory building that are used for other purposes, such as a detached garage or a workshop that is not incorporated into the ADU.
 2. *Standard*. The floor area of an ADU shall not exceed 25 percent of the total square footage of the principal residential building to which it is accessory, or 800 square feet, whichever is greater.
- f. Required Parking for ADUs. In the SR, GR, and UR districts, in addition to the parking requirements for the principal residential use set out in Section

1204.10, *Off-Street Parking Spaces Required*, one off-street parking space for the ADU shall be provided.

Figure 1203.07-1

Accessory Dwelling Unit Types



3. *Amateur Radio Antennas*. Noncommercial amateur radio antenna structures are permitted when in compliance with the following standards:
 - a. Use Requirement. The structure is for use by licensed amateur radio operators.
 - b. Height. Such tower shall not exceed 100 feet in height, except by conditional use permit.
 - c. Construction Requirement. The construction shall be of such type as may be required by the City to form a safe and durable structure.
 - d. Encroachments. Components of the antenna shall not be permitted to extend across the property line of the property on which the antenna is located.
 - e. Setback. The antenna structure shall be set back a distance equal to the height of the tower plus an additional 20 feet.
4. *Community Gardens*. As an accessory use, community gardens are subject to the following regulations:
 - a. Prohibitions and General Requirements. On-site sale of community garden food products is prohibited in the residential districts;
 - b. All equipment shall be stored in an enclosed building;
 - c. The garden site shall be designed and maintained to prevent any chemical pesticide, fertilizer or other garden waste from draining onto adjacent properties or public rights-of-way;
 - d. On-site trash, recyclable, and compost containers shall be located and maintained as far as practicable from residential dwelling units located on adjoining lots;
 - e. Signage. One sign is allowed on lots on which a community garden use is located, which shall not exceed four square feet in area and shall include the name and phone number of the property owner or the garden manager;
 - f. The property shall be maintained free of tall weeds and debris;

- g. Dead garden plants shall be regularly removed and, in any instance, no later than December 1 of each year; and
- h. Fencing. The perimeter of community gardens shall be fenced.
- 5. *Detached Garages and Detached Storage/Utility Sheds, Gazebos, and Similar Structures.*
 - a. Surface Material for Garages. All detached storage or detached garage structures shall have a solid asphalt or concrete floor surface. Alternate materials may be approved by the Director.
 - b. Surface Material for Other Structures. Utility Sheds (generally 200 square feet and under), gazebos, and similar structures may be permitted with wooden, paver, or other alternative solid floor surfaces, as approved by the Director.
 - c. Paved Surface. Accessory structures that are to house vehicles shall be located so that access is made by a paved surface (asphalt or concrete) driveway.
- 6. *Home Occupations.*
 - a. Use Limitation.
 - i. Such use shall be conducted entirely within the dwelling unit and no use of any accessory building or yard space shall be permitted.
 - ii. More than one home occupation may be permitted within any single dwelling unit provided that the total of all home occupations complies with the standards of this section.
 - iii. Not more than one person, who is not a resident of the premises, may participate in the home occupation as an employee or volunteer.
 - iv. The following are examples of permitted home occupations:
 - (A) Clerical and other similar business services;
 - (B) Instruction in music, dance or other type of teaching with a maximum number of two students at a time;
 - (C) The office of a professional accountant, attorney, broker, consultant, insurance agent, realtor, architect, engineer, sales representative, and similar office-oriented occupations;
 - (D) Artists, sculptors, photographers, home crafts;
 - (E) Barber shop/beauty salon with a maximum of one chair;
 - (F) A licensed massage therapist who provides massage therapy for a maximum of one client at any given time; or
 - (G) Any similar use as determined by the Director.
 - b. Space Limitation. No more than the equivalent of 25 percent of the gross floor area of any dwelling shall be utilized for a home occupation.
 - c. Home Offices. Persons utilizing their home office space (e.g., working from home during off-hours or telecommuting) shall not be subject to these home occupation regulations.
 - d. Performance Standards. The nature of home occupation as an accessory use relative to its location and conduct of activity shall be such that the average neighbor, under normal circumstances, would not be aware of its existence. In keeping with this, the external appearance and residential character of the dwelling unit shall not be altered in any manner to identify the presence of a nonresidential use.
 - e. Storage. There shall be no outside storage of any kind related to the home occupation and only commodities made on the premises or commodities that are considered

- accessory to the services provided (i.e. shampoo in a beauty salon) may be sold on the premises. No display of the products shall be visible from the street.
- f. Parking. No additional parking burden, due to the home occupation, shall be created.
 - g. No equipment, process, materials, or chemicals which create offensive noises, vibration, smoke, dust, odor, heat, glare, x-rays, radiation, or electrical disturbances shall be utilized in the home occupation.
 - h. Deliveries. Delivery of any materials necessary for a home occupation shall be limited to automobiles, light duty trucks or vans.
 - i. Hours of Operation. Hours of operation for a home occupation that entails client visits or incoming deliveries is restricted to no earlier than 8:00 a.m. and no later than 8:00 p.m. each day of the week, except that operation on Sundays is restricted to 12:00 p.m. to 6:00 p.m.
 - j. Signage. No sign, other than one non-illuminated nameplate, two square feet in area and mounted flat on the front face of the dwelling, shall be erected or maintained on the premises.
7. *Porches or Decks*. Porches and decks may be permitted shall comply with the following standards:
- a. Porches and decks are permitted in all yards.
 - b. Porches and Decks shall be set back a minimum of five feet from all lot lines.
 - c. Porches and decks in the front or side yard shall be required to meet all the setback requirements for principal buildings in the applicable zoning district.
 - d. Porches or decks in any yard that are enclosed (with screening or other materials) or have a solid roof shall meet the setback requirements for principal buildings in the applicable zoning district.
 - e. All other porches may extend into required setbacks in accordance with the applicable zoning district of the use.
8. *Raising of Chickens*. Raising of Chickens shall be permitted in residential zoning districts subject to compliance with all the following requirements:
- a. Location. The raising of chickens shall only be permitted in the rear yard.
 - b. Maximum Number and Limitation.
 - i. For all residential lots one-third acre or less that contain a single-unit dwelling unit/house the maximum number of chickens allowed is three.
 - ii. For all residential lots over one-third acre that contain a single-unit dwelling unit/house the maximum number of chickens allowed is six.
 - iii. There is no restriction on chicken breeds. Ducks, geese, turkeys, peafowl, male chickens/roosters, or any other poultry or fowl are not permitted.
 - iv. Eggs, chicks, adult chickens, and processed chickens shall not be sold. Chicken manure and compost using chicken manure shall not be sold or otherwise distributed.
 - c. Chicken Enclosures. The design and materials for a chicken enclosure shall comply with the following (see also Figure 1203.07-2, *Acceptable Chicken Coop and Pen Features*):
 - i. General. A chicken coop and chicken pen shall be provided and the chickens shall be secured in the coop or pen at all times. No person shall release or set any chicken free from such coop or pen.

- ii. Location of Coop and Pen. The chicken coop and chicken pen all be located at least 15 feet from any property line or public right-of-way and a minimum of 25 feet from any residential structure on an adjoining lot.
- iii. Coop.
 - (A) The coop shall be enclosed with a solid material on all sides and have a have a solid roof and door(s).
 - (B) The coop shall be at least two feet high, and provide at least three square feet of floor area per chicken with a maximum area of 100 square feet. The maximum height is six feet.
 - (C) The coop shall provide one square foot of window per 15 square feet of floor area, and vents as necessary to ensure adequate ventilation. If the floor area is less than 15 square feet, then at least one window measuring one foot by one foot shall be provided.
 - (D) Doors shall be constructed so that they can shut and lock. Windows shall be constructed so they can shut.
 - (E) Windows and vents shall be covered with wire that is 16-gauge or wider diameter with maximum spacing of one inch by one inch.
 - (F) In all instances the coop is required to substantially meet the architectural requirements for accessory structures with the intent to comply with architectural features in Figure 1203.07-2, *Acceptable Chicken Coop and Pen Feature*.
- iv. Pen.
 - (A) The chicken pen shall be constructed of wood or alternate material as approved and wire fencing material that is 19-gauge or wider diameter with maximum spacing, overall or along the lower portion for graduated poultry fencing, of one inch by six inches. The maximum height is six feet with a maximum area of 160 square feet.
 - (B) The pen shall provide at least 10 square feet of area per chicken. The fence shall rise at least three feet above the ground.
 - (C) The pen shall be covered with wire or solid roofing.
- d. Other Standards.
 - i. Chickens shall have access to feed and clean water at all times, and such feed and water shall be inaccessible to rodents, wild birds, and predators. Chickens shall be provided adequate bedding in the chicken coop and perches are encouraged.
 - ii. No more than 2 cubic feet of chicken manure shall be stored, for use as unprocessed fertilizer. All other manure shall be disposed of or composted. All stored manure shall be completely contained in a waterproof container. Any compost using chicken manure shall be produced in an enclosed backyard composter.
 - iii. The chicken coop, chicken pen, and surrounding area shall be kept clean, dry, odor free, and in a neat and sanitary condition at all times. All manure, uneaten feed, and other trash shall be removed in a timely manner and disposed of in a sanitary manner.

- iv. Chicken coops and pens shall be completely screened from adjacent roadways and parcels by a six-foot tall solid opaque fence, wall, or equivalent landscape vegetative material.
- v. Slaughter shall not be visible from any adjacent property, public area, or right-of-way and only if for use by the occupants of the premises and not for sale. If a chicken dies from causes other than slaughter, it shall promptly be placed into a plastic bag, which shall be closed securely and disposed of with household waste.
- vi. In a public health emergency declared by the Health Department or appropriate agency, including but not limited to an outbreak of Avian Flu, immediate removal of the chickens or other corrective action may be required, in accordance with applicable public health regulations and procedures.
- vii. In the event that violation(s) of this section occurs twice within any given 365-day period, the City shall have the right to revoke the accessory use permit for the raising of chickens and order the immediate removal of all chickens, and related chicken raising structures, and uses.

Figure 1203.07-2, Acceptable Chicken Coop and Pen Features



Figure Notes:

- A. Pen constructed of wood or alternate material.
- B. Wire fencing material and a pen area maximum of 160 square feet and height maximum of 6 feet. The fence shall rise a minimum of 3 feet above ground to prevent chickens from escaping.
- C. Roofing material shall be wire or solid material.

9. *Recreational Facilities and Swimming Pools.* Swimming pools, hot tubs, spas, ponds, lakes, and residential recreational facilities such as bathhouses and tennis courts shall comply with the following conditions and requirements:

- a. Location.
 - i. The facility or accessory structures shall only be permitted in the side or rear yard.
 - ii. The facility or accessory structures adjacent thereto shall not be located in any front yard.
 - iii. No facility or adjacent accessory structure situated in the side yard shall be located closer than 20 feet from the side lot line.
 - iv. No facility or adjacent accessory structure situated in the rear yard shall be located closer than ten feet from any side or rear lot line.
 - v. A private temporary swimming pool, pond, or lake, containing water 24 inches or less in depth water and less than 150 square feet may be located in any yard provided it is not closer than 5 feet to any lot line.
- b. Fencing. A residential recreational facility's fencing may exceed height, type, and location requirements as established in the base zoning district and as required in Section 1204.22, *Screening and Fencing*, as determined by the Director when the fencing is necessary for the security and safety of the use.
- c. **Private Swimming Pools.**
 - i. A private swimming pool, hot tub, spa, pond, or lake containing water more than 24 inches in depth water shall be completely surrounded by a fence or barrier at least 48 inches in height above the finished ground level measured on the side of the barrier away from the pool to prevent uncontrolled access by children from the street or from adjacent properties. Spas or hot tubs with a safety cover that complies with ASTM F1346-91 shall be exempt from the fence provisions. If the swimming pool is above grade and exceeds four feet in height, no fence shall be required however, all access ladders shall be removed or secured to prevent access when not in use.
 - ii. Openings in the fence or barrier shall not allow passage or access. The fence or barrier shall be constructed of one of the following materials:
 - iii. Vertical wooden boards placed close enough together to serve as a barrier to prohibit access to children, pets, etc.;
 - iv. A decorative metal fencing with slats or poles placed close enough to prohibit access; or
 - v. Split rail fencing, Kentucky Board or similar type of fencing with woven wire is acceptable provided that the wire is installed on the inside of the fence.
 - vi. The enclosure around any private swimming pool, hot tub, spa, pond, or lake shall have an access opening, as necessary, that shall have gates that close and latch automatically, and can be locked when not in use.
 - vii. The entire fence shall be kept in a neat condition and in a state of good repair. The swimming pool, hot tub, spa, shall be maintained in a clean and healthful condition, and no such pool shall be permitted to accumulate foul, stagnant, or dirty water.
 - viii. The facilities shall be located on the same lot as the principal building, structure or use;

- ix. The private swimming pool, hot tub, spa, pond, or lake is intended to be used solely for the enjoyment of the occupants of the principal use of the property on which it is located.
- d. **Community Pools.**
 - i. Exclusive of PUD Districts, community pools shall be set back a minimum of 50 feet all lot lines and 150 feet from all lot lines that abut a single-unit dwelling lot.
 - ii. Community pools shall be landscaped with plantings on all sides and rear property lines.
 - iii. Community pools shall meet all standards as required for private swimming pools in this section.
 - iv. Community pools may be subject to the structural and sanitary requirements of the Ohio Department of Health.
- e. **Exemptions.**
 - i. Swings, playsets, sandboxes, gardens with garden type fencing, clotheslines, outdoor fire pits, and chimneys are permitted in the side or rear yards, and do not require a zoning permit.
 - ii. Wood piles are permitted in the rear yard only and do not require a zoning permit.
 - iii. Birdbaths, basketball hoops, fountains, flagpoles, statues are permitted in any yard and do not require a permit.
 - iv. Trellises less than 10 square feet are permitted in any yard and do not require a permit.
 - v. Detention or retention ponds as required for development purposes are exempt from the requirements of this section.

10. Short-Term Rental.

- a. **Generally.**
 - i. The dwelling unit used as a Short-Term Rental must be the property owner's or owner-authorized resident's primary residence, regardless of dwelling unit type.
 - ii. If the property owner or owner-authorized resident is not present in the residence, the property can be used as a Short-Term Rental for a maximum of 120 days in a calendar year. If the property owner or owner-authorized resident is physically present and occupies the residence during the rental stay, there is no limitation on the number of days the property can be used as a Short-Term Rental.
- b. **Zoning Permit Required.**
 - i. A Short-Term Rental may not operate without a Zoning Permit pursuant to the requirements in Section 1207.14, *Zoning Permit*.
 - ii. The Zoning Permit for the Short-Term Rental does not run with the property but is issued to the specific owner of the property. The permit shall expire upon sale or transfer of the property. The permit shall not be transferred or assigned to another individual, person, entity, or address but may be managed by a third party on behalf of the owner.
- c. **Location.**

- i. No non-owner-occupied Short-Term Rental shall be located within 500 feet of another non-owner-occupied Short-Term Rental.
 - ii. No non-owner-occupied Short-Term Rental shall be located in the RR, SR, NC, and GR zoning districts.
- d. Operational Standards. All Short Term Rental owners and tenants shall comply with the following rules and regulations:
 - i. All short-term tenants shall comply with all applicable noise, housing, public health, fire, and safety ordinances of the City.
 - ii. Parking in private driveways shall be used first, with overflow parking on the street where permitted. Parking on-site in non-driveway areas (i.e., front yard areas, parkways, and rear yards) shall be prohibited.
 - iii. No meals shall be prepared for or served to the short-term tenants by the owner or the owner's agents.
 - iv. Use of the Short Term Rental for any commercial or large social events or gatherings, such as weddings, shall be prohibited.
 - v. The Permit with all local contact information and emergency safety information shall be prominently displayed within the Short-Term Rental.
 - vi. The City-issued Zoning Permit number shall be used in all rental marketing materials.
 - vii. During the term that a Short-Term Rental is occupied by a short-term tenant, the owner or the local contact person designated by the owner shall be available at all times for the purpose of responding within one hour to complaints regarding the condition or operation of the Short-Term Rental or the conduct of short-term tenants. If the local contact person designated by the owner changes, the owner shall update the permit on file within three days.
 - viii. Maximum overnight occupancy of a Short-Term Rental shall be limited to two occupants per bedroom, plus an additional two occupants per dwelling unit. The maximum overnight occupancy per dwelling unit shall be 15 occupants.

F. Standards for Nonresidential Accessory Uses and Structures.

1. Generally.

- 1. Height. An accessory use may not exceed 35 feet in height unless indicated within this Section.
- 2. Encroachments. A detached accessory building shall not encroach on any required buffer.
- 3. Building or Structure Limitations. There shall be no more than three detached accessory buildings on a lot where the principle building is 200,000 SF or less. One additional accessory building may be permitted for every 100,000 square feet of principal building floor area in excess of 200,000 square feet.
- 4. Location. Unless specifically allowed in a front yard, an accessory building may only be permitted in the rear yard.
- 5. Director Discretion. The Director shall have the authority to determine if a proposed accessory use is of a scale a nature as to be a second principal building and/or use of the site, subject to all requirements of principal buildings, including the applicable architectural standards.

2. *Agricultural Buildings.*

- a. Use Limitations. In the RR District, agricultural buildings are permitted only as accessory to the Raising of Livestock or Raising of Crops.
- b. Location and Setbacks.
 - i. In the RR District, an agricultural building is permitted in any yard, provided it meets the side and rear yard setback requirements and is a minimum of 200 feet from the front yard lot line.
 - ii. If directly adjacent to an SR, NC, GR, or UR zoning district or residential use the minimum setback for all livestock uses, such as agricultural livestock buildings or pasturing areas shall be 50 feet.
 - iii. For purposes of multiple lots under single ownership, the Director may waive the setback requirements.

3. *Automated Teller Machines (ATMs).*

- a. Building Materials. ATMs are permitted as an accessory use when they meet the applicable architectural standards and are constructed of the same or better materials as the primary building.
- b. Height. No part of an ATM structure shall exceed 15 feet in height unless the ATM is built into the side of the principal building.
- c. Setbacks. All structures and activity areas, except off-street parking, shall be set back a minimum of 50 feet from all lot lines abutting a residential zoning district and a minimum of 35 feet from all other lot lines.
- d. Stacking Requirements. All ATMs that are built into a drive-through facility shall be subject to the vehicle stacking requirements of Section 1204.14, *Off-Street Vehicle Loading and Stacking*.
- e. Location. To the maximum extent feasible, ATMs shall be located in the side or rear yard.

4. *Drive-Through Facilities.*

- a. Use Limitations.
 - i. These standards shall not apply to carry-out restaurants where a user can pick up pre-ordered food either at a window or inside the principal building.
 - ii. No service shall be rendered, deliveries made, or sales conducted within the required front yard;
- b. Signage. See Section 1204.26, *Permanent Signs*, for regulations addressing signs related to the facility.
- c. Fencing. A solid fence or screen between six feet in height shall be constructed along any property line abutting a residential district.
- d. Ancillary Structures. All drive-through areas, including but not limited to menu boards, stacking lanes, trash receptacles, loudspeakers, drive-up windows, and other objects associated with the drive-through area shall be located in the side or rear yard of a property to the maximum extent feasible, and shall not cross, interfere with, or impede any public right-of-way.
- e. Parking. Customers served in vehicles shall be parked to the sides and/or rear of the principal structure.

- f. Speaker Setbacks. Audible electronic devices such as loudspeakers, automobile service order devices, and similar instruments shall be set back a minimum of 300 feet from any residential dwelling unit.
 - g. Stacking Requirements. Drive-through facilities shall be subject to the vehicle stacking requirements of Section 1204.14, *Off-Street Vehicle Loading and Stacking*.
 - h. Ingress and Egress. All points of entrance or exit shall be set back a minimum of 100 feet from the intersection of any street.
- 5. *Drop-Off Boxes*.
 - a. Location. Drop-off boxes shall only be permitted in the side or rear yard.
 - b. Screening.
 - i. The drop-off box shall be screened on a minimum on three sides to a height that fully screens the use unless otherwise required in this code.
 - ii. Screening shall be accomplished by the use of hedges, wall, or decorative fence that provides full opacity screening.
- 6. *Electric Vehicle (EV) Charging Stations*.
 - a. Generally.
 - i. An electric vehicle charging space as an accessory use is permitted provided that the space does not interfere with vehicular, bicycle, or pedestrian circulation, including fire lanes and access to the site.
 - ii. An electrical permit is required for the installation of charging equipment.
 - iii. All Electric Vehicle Charging Stations shall include an emergency power shutoff located in a location easily accessible by emergency responders.
 - b. Permitted Locations and Standards.
 - i. All Uses. Electric vehicle charging stations may be located in any yard.
 - ii. Residential Uses.
 - (A) Unless the charging station is located in a parking structure, charging stations are limited to Level 1 and Level 2 type facilities as defined in Section 1209.03, *Definitions*.
 - (B) Level 1 or Level 2 charging stations shall only be provided for the residents and their guests as an accessory to primary residential use.
 - (C) The charging stations shall be located within a fully enclosed attached or detached garage.
 - iii. Mixed-Use and Nonresidential Use.
 - (A) Level 1 or Level 2 charging stations shall be permitted as accessory to all uses.
 - (B) Level 3 charging stations shall be limited to commercial and industrial uses only in zoning districts indicated in Table 1203.07-1, *Permitted Accessory Uses and Structures*.
 - (C) The space must be located in a parking structure or parking lot that serves a principal use; and
 - (D) EV charging stations shall be reserved for parking and charging of electric vehicles only.
 - c. Parking.

- i. Electric vehicle charging stations located within parking lots or garages may be included in the calculation of the minimum required parking spaces.
 - ii. All EV parking spaces shall meet the minimum dimensional standards of Section 1204.11, *Off-Street Parking Design*.
 - d. Equipment Standards and Protection. Equipment for electric vehicle charging stations shall comply with the following standards:
 - i. Charging equipment shall be protected by wheel stops, bollards, or similar devices to prevent damage.
 - ii. Charger cords shall be retractable or have hanging or storage locations outside of pedestrian pathways.
 - iii. Cords connecting chargers to vehicles shall not cross driveways, sidewalks, or loading areas.
 - iv. Equipment shall be protected by wheel stops or concrete-filled bollards.
 - e. Signage.
 - i. Each electric vehicle charging station located in a mixed-use, nonresidential, or agricultural use shall be posted with signage indicating the space is only for electric vehicle charging purposes.
 - ii. Wayfinding signs conveniently located to guide motorists to the charging stations are permitted with the approval of the Director.
 - iii. The following information shall be posted at all electric vehicle charging stations:
 - (A) Voltage and amperage levels;
 - (B) Geographic location, date of installation, equipment type and model;
 - (C) Hour of operations if time limits or tow-away provisions are to be enforced by the property owner;
 - (D) Usage fees;
 - (E) Safety information;
 - (F) A 24-hour on-call contact information for reporting when the equipment is not operating or other problems.
- 7. *Guard Shacks and Related Structures*.
 - a. Building Materials. Guard shacks and related structures shall be constructed of complimentary or similar materials to the principle structure.
 - b. Location. Structures should be located in the side or rear yard. The Director may permit the structure to be located in the front yard if the applicant can show cause as to why it cannot be located in the side and rear yards.
 - c. Size. Structures should be of an appropriate size as is customary for the use.
- 8. *Outdoor Dining*. Outdoor dining areas are permitted when they comply with the following regulations:
 - a. Location.
 - i. Outdoor dining areas are permitted in any yard.
 - ii. Outdoor dining areas shall not be located in such a manner as to require customers and employees to cross driveways or vehicular use areas to go between the café/food service area and the principal building.

- b. Dimensions. Outdoor dining areas wider than four feet shall be surrounded by decorative railings or fencing that separates the eating area from the sidewalks or vehicular traffic.
 - c. Other Standards.
 - i. Umbrellas that shelter diners from the elements shall be secured so as not to create a hazard in windy conditions.
 - ii. Permanently enclosed outdoor dining areas either by a permanent roof or to expand the existing structure shall meet all the requirements of a building within the applicable zoning district and shall require the issuance of a zoning permit.
 - iii. Temporary tents covering outdoor dining areas are permitted when they comply with the following regulations:
 - (A) They shall only be permitted for a maximum of six months in a calendar year.
 - (B) They shall be constructed of black vinyl or other materials as approved by the Director.
 - (C) They must have windows or similar architectural features.
9. *Outdoor Sales/Display*. Temporary and permanent facilities for outdoor sales/display (e.g., garden supply sales, news and flower stands, and similar uses) that are accessory to another principal use may be permitted upon compliance with the following:
- a. Location.
 - i. Outdoor sales/display areas may be permitted provided that the merchandise is displayed on the sidewalk or walkway adjacent to the building in the front yard.
 - ii. Outdoor sales/display areas may also be permitted in the side or rear yard.
 - iii. Outdoor sales/display areas that are not located adjacent to the principal building shall not be located more than 20 feet away from the principal building.
 - iv. Outdoor sales/display areas may be permitted in the front yard, away from sidewalks and buildings, under the following provisions:
 - (A) The outdoor sales/display area shall not reduce the amount of off-street parking spaces provided to a number below the minimum number of required spaces; and
 - (B) No more than 2,400 square feet of the front yard (exclusive of display areas on a sidewalk or walkway) shall be dedicated to outdoor sales.
 - b. Pedestrian Movement. The placement of the merchandise shall not interfere with pedestrian movement on any sidewalk or walkway. A minimum of five feet of the sidewalk or walkway shall be clear of merchandise to allow for safe pedestrian movement.
 - c. Fencing or Screening. Fenced or screened outdoor sales/display areas must incorporate materials, architectural features, and fencing that complement the principal building.
10. *Outdoor Bulk Storage*. The following regulations shall apply to commercial or industrial outdoor bulk storage (including items such as trailers, supplies, and materials):
- a. Areas designated for outdoor bulk storage shall only be permitted in the side or rear yard. Front yard outdoor storage may be approved in industrial or

commercial districts if storage is integral to the business operations and cannot be located elsewhere (i.e. truck storage or distribution centers) as determined and approved by the Director.

- b. Outdoor storage shall not interfere with parking or the safe and unobstructed use of vehicular or pedestrian accessways or walkways.
- c. Outdoor storage shall not include the use of banners, pennants, strings of pennants, or similar decorations.
- d. Outdoor storage areas shall be required to be located on a paved solid surface of asphalt or concrete. Gravel surfaces are prohibited.
- e. Outdoor storage areas shall be required to be fully screened with a solid fence, or wall, at least 8 feet in height and not to exceed 14 feet in height. The screening shall be constructed of materials similar or complementary to those materials used on the principal building within the development, unless more specific standards apply. Open fence types may be permitted in combination with landscaping and screening as determined by the Director for the material type and height.
- f. Outdoor storage areas that are visible from a front yard or public/private road shall also have a continuous evergreen hedge or similar at minimum of 6 feet tall at installation.

11. *Radio and Television Antennas.* Radio, television, or other similar receiving dish, antenna, or structure, shall not be located closer to the street than the front building line.

12. *Roadside Stands.*

- a. *Roadside stands are permitted in any yard but shall be located outside of any right-of-way.*
- b. *A roadside stand must be operated in association with an existing agricultural use and must be located on the same property or on adjoining property under the same ownership as the agricultural use.*
- c. *The roadside stand may not exceed 1,000 square feet in size and must be located within a permanent structure.*
- d. *A minimum of 51 percent of the product display area must be devoted to a product(s) grown on the associated farm.*
- e. *The roadside stand may include food preparation utilizing products produced on the associated farm.*
- f. *The roadside stand must comply with the applicable building code and permitting requirements as well as all applicable regulations related to the treatment and disposal of wastewater.*

13. *Satellite Dishes.*

- a. Satellite dishes of one meter in diameter or less shall be exempt from the provisions of this section and shall not require a zoning permit. To the maximum extent feasible, the dish should be located in the side or rear yard.
- b. Any satellite dish that is larger than one meter in diameter shall be subject to the following standards:
 - i. The dish shall only be permitted in the rear yard and shall be set back 15 feet from the principal dwelling and 10 feet from all lot lines.
 - ii. The maximum diameter of any dish shall be 10 feet in a residential zoning district and 12 feet in all other zoning districts.

- iii. The dish shall not exceed 15 feet in height as measured from the natural grade level.
- iv. Fencing or landscaping shall be installed around the dish or the subject property so as to fully screen the dish from view from adjacent properties or street rights-of-way.

14. *Small Wind Energy Conversion Systems (SWECS).*

- a. SWECS may be located on lots with a minimum lot area of 2.5 acres or more. However, if the proposed turbine is attached to a building and the turbine (to the top of the blades) does not exceed the maximum building height requirement of the applicable zoning district, there shall be no minimum lot area requirement.
- b. The maximum height of a stand-alone SWECS shall be 150 feet from natural grade to the top of an extended rotor blade.
- c. All portions of a SWECS support structure must, at a minimum, meet the setback requirements for the applicable zoning district. SWECS must also be set back a minimum distance equal to 110 percent of the height of the SWECS, as measured to the top of the rotor blades, from all lot lines.
- d. Only a single tower and single turbine shall be permitted on a property. Multiple turbines may be permitted with a conditional use permit if attached to a nonresidential building and if the diameter of the rotor is less than six feet.
- e. Climbing access to the tower structure shall be limited by:
 - i. Placing fixed climbing apparatus no lower than 10 feet from the ground; and
 - ii. Placing a six-foot fence or shielding around the SWECS.
- f. SWECS shall be of a scale intended for on-site power consumption and shall not be designed to produce energy to sell to electric providers. This regulation shall not prohibit a property owner that is installing a SWECS from connecting to the local electric system if mandated by the electric provider for the purposes of safety.

15. *Solar Panels (Small-Scale).*

- a. Freestanding solar panels shall be limited to a maximum height of 16 feet and shall be located in the rear yard.
- b. Roof-mounted solar panels on the front side of a roof facing a street shall be flush-mounted to the roof.
- c. Roof-mounted solar panels that do not face a street shall not exceed more than 36 inches in height from the roof plane.

16. *Solid Waste Collection and Trash Enclosures.*

- a. Generally. Solid waste collection and trash enclosures shall be incorporated into the overall design of the building and landscape so that visual impact of brush and waste containers are fully contained and out of view from adjacent properties and public rights-of-way.
- b. Damage Prevention. Whenever screening material is placed around any large waste receptacle (dumpster) or waste collection unit which is emptied or removed mechanically on a regular basis, a curb or bollards to contain the placement of the container shall be provided within the required screening material. The curbing or bollards shall be at least one foot from the screening material and shall be

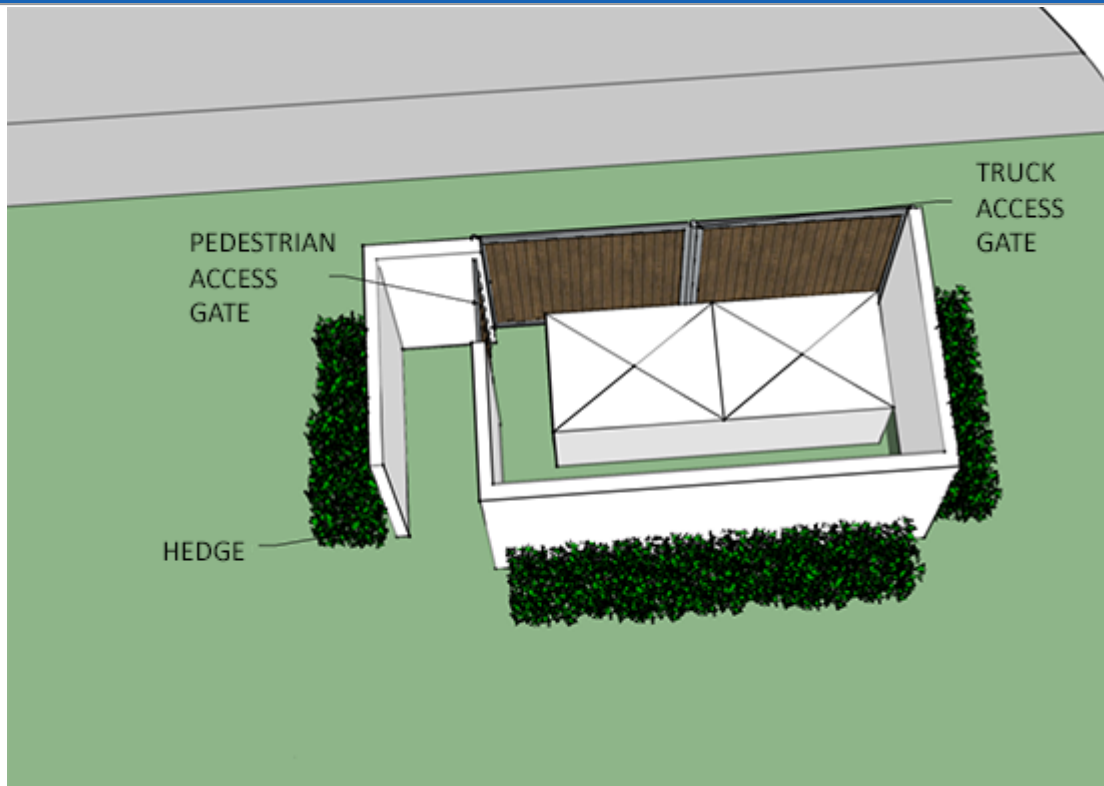
designed to prevent possible damage to the screening when the container is moved or emptied.

- c. Residential Uses. Centralized solid waste facilities may be provided for attached or multi-unit residential uses by the use of dumpsters or garbage bins if it is demonstrated that:
 - i. The facilities are located no more than 200 feet (walking distance) from the individual residential uses that they are intended to serve.
 - ii. The facilities are located in a side or rear yard, unless it is not possible to provide service access in such locations.
 - iii. Access to the facilities is configured to meet the requirements of the City refuse service.
 - iv. The areas where dumpsters and/or garbage bins are stored are fully enclosed by a solid wall or fence to match the principal building in terms of materials.
 - v. The enclosures have gates that remain closed at all times except when the dumpster or garbage bins are being serviced.
 - vi. The enclosures are landscaped as indicated in Figure 1203.07-2, Trash Enclosures for Residential and Nonresidential Uses.
 - vii. The enclosures are oriented so that landscaping faces adjoining properties or streets.
- d. Nonresidential Uses. Solid waste collection facilities, generally. Dumpsters or garbage bins may be provided for solid waste collection if it is demonstrated that:
 - i. The facilities are located no more than 200 feet (walking distance) from all individual commercial uses that they are intended to serve.
 - ii. The facilities are located behind the principal building in a side or rear yard.
 - iii. The facilities are placed a minimum distance of 20 feet from any public right-of-way, public sidewalk, or property line that abuts a residential zoning district or use;
 - iv. Access to the facilities is configured to meet the requirements of the City refuse service.
 - v. The areas where dumpsters and/or garbage bins are stored are fully enclosed by an opaque fence, wall, or enclosure constructed of any one or more of the following materials and include an opaque gate:
 - (A) Redwood;
 - (B) Rough cedar;
 - (C) Pressure-treated lumber;
 - (D) Brick;
 - (E) Concrete;
 - (F) Composite fencing material; and
 - (G) Masonry materials.
 - vi. A minimum height shall be the greater of six feet or one foot taller than the waste container provided that the maximum height shall not exceed 10 feet in height.

- vii. The areas where dumpsters and/or garbage bins are stored are fully enclosed by a solid wall or fence constructed of masonry to match the principle building.
- viii. Meet City engineering, infrastructure, and construction design standards, including those that pertain to maneuvering space.
- ix. The enclosures are landscaped as indicated in Figure 1203.07-2, *Trash Enclosure for Residential and Nonresidential Uses*.
- x. The enclosures are oriented so that landscaping faces adjoining properties or streets.

17. Figure 1203.07-2

18. Trash Enclosures for Residential and Nonresidential Uses



19.

14. *Unenclosed Patios.*

- e. All unenclosed patios shall be set back a minimum of three
- f. Unenclosed patios shall be permitted in any yard.

SECTION 26: Table 1204.01-1 of the Planning and Zoning Code is hereby supplemented to read as follows:

“

Table 1204.01-1, Section Purpose Statements		
Section and Title	Purpose	
Article 04.02, <i>Open Space</i>	<i>Parks and open space provide a valuable asset to the urban form of the city, its historical development, and the general welfare of its residents by enhancing property values, providing adequate light and air space, preventing overcrowding of land, providing visual buffering between roadways and structures, and promoting the beautification of the city. The purpose of this Article is to:</i> ▪ <i>Expand on the open space to provide for amenities that provide a range of community benefits - from passive natural open space for low residential development, focal points for new mixed-use development, gathering spaces, or key public benefits (such as stormwater management);</i> ▪ <i>Apply open space requirements for projects that are sufficiently large to accommodate them; and</i> ▪ <i>Encourage development where public open space is already available.</i>	
Article 04.03, <i>Building Elements and Architectural Design</i>	<i>The purpose of this Article is to encourage development that contributes to the City of Monroe's unique sense of place, reflecting the community's physical character and adding to it in appropriate ways. The provisions of this Article are intended to:</i> ▪ <i>Preserve and enhance a community character that conveys a positive, lasting impression on both residents and visitors;</i> ▪ <i>Provide buildings that are functional, safe, and attractive;</i> ▪ <i>Establish the physical and functional relationships between buildings and the public realm; and</i> ▪ <i>Prescribe the rules related to building massing, form, and design.</i>	

Table 1204.01-1, Section Purpose Statements

Section and Title	Purpose
Article 04.04, <i>Parking, Loading, and Circulation</i>	<i>The purpose of this Article is to regulate the amount and location of vehicle parking, loading areas, access, and mobility in order to promote a more efficient use of land, enhance the development form, encourage the use of alternative modes of transportation, provide for better pedestrian movement, and protect air and water quality. The provisions of this Article are intended to:</i> ▪ <i>Prevent and alleviate the congestion of public streets;</i> ▪ <i>Encourage the incorporation of alternative modes of transportation by emphasizing pedestrian circulation and establishing requirements for bicycle parking;</i> ▪ <i>Increase and protect the capacity of the roadway system;</i> ▪ <i>Promote greater safety of passage between highway and land;</i> ▪ <i>Minimize the detrimental effects of vehicular use areas on adjacent properties;</i> ▪ <i>Encourage the reduction of impervious surfaces through effective design and the use of shared parking where practical; and</i> ▪ <i>Promote the health, safety, and public welfare by establishing minimum requirements for off-street parking and loading areas as well as provisions for access control.</i>
Article 04.05, <i>Landscaping, Screening, and Buffering</i>	<i>The purpose of this Article is to protect and promote the public health, safety, general welfare, and beautification of the City through landscaping, screening, and bufferyards. The provisions of this Article are intended to:</i> ▪ <i>Protect privacy and provide buffering between land uses of differing intensities;</i> ▪ <i>Create an aesthetically pleasing environment that improves the quality of life for the citizens;</i> ▪ <i>Aid in noise, glare, and heat abatement;</i> ▪ <i>Contribute to the process of air purification, ground water recharge, and control of ground water runoff;</i> ▪ <i>Encourage efforts to preserve large trees, natural wetlands, and/or other natural features;</i> ▪ <i>Prevent tree loss by eliminating or reducing compaction, filling, or excavation near tree roots;</i> ▪ <i>Prevent or reduce soil erosion and sedimentation and stormwater runoff;</i> ▪ <i>Enhance energy conservation;</i> ▪ <i>Control the urban heat island effect; and</i> ▪ <i>Increase and maintain property values.</i>

Table 1204.01-1, Section Purpose Statements

Section and Title	Purpose
Article 04.06, Signage	<i>Regulating the location, size, placement, and physical characteristics of signs is necessary to enable the public to locate goods, services, and facilities and to receive a wide variety of other messages, commercial and noncommercial, without difficulty and confusion, to encourage the general attractiveness of the community, to enhance public safety, and to protect property values. The provisions of this Article are intended to:</i> ▪ <i>Enhance the economy and the business and industry of the City by promoting the reasonable, orderly, and effective display of signs and thereby encourage increased communication with the public;</i> ▪ <i>Provide the City the authority and powers to regulate signs under the United States Constitution, the Constitution of the State of Ohio, and the City Charter;</i> ▪ <i>Provide a fair, equitable, and predictable regulatory framework for all sign users;</i> ▪ <i>Promote and protect the public health, safety, comfort, morals, and convenience;</i> ▪ <i>Restrict signs and lights that will increase the probability of traffic congestion and accidents by distracting attention or obstructing vision;</i> ▪ <i>Reduce conflict among signs and light and between public and private information systems;</i> ▪ <i>Promote signs that are compatible with their surroundings;</i> ▪ <i>Ensure regulations that constitutionally protect free expression and do not burden the content of protected messages displayed on signs; and</i> ▪ <i>Protect that incidental restriction on the freedom of speech is no greater than is essential to the furtherance of the interests protected by this Article;</i>
Article 04.07, Outdoor Lighting	<i>The purpose of this Article is to enhance the visual environment of the City and promote safety and continued well-being by:</i> ▪ <i>Preventing the trespass of artificial light onto rights-of-way, residential, nonresidential, industrial, and institutional properties in ways that constitute a hazard to public safety or interference with the use, value, and enjoyment of the property;</i> ▪ <i>Helping to minimize heat generation resulting in higher temperatures during night-time hours; and</i> ▪ <i>Helping to minimize the City's carbon footprint.</i>
Article 04.08, Miscellaneous Development Standards	<i>The purpose of the performance standards to provide for the peaceful and quiet enjoyment of property and to set forth regulations so that no use shall be constructed or operated so as to create a nuisance or to create any noxious, objectionable, or other undesirable effects on persons or property outside of the lot line of said use. Materials, uses and products produced shall be adequately housed, shielded, or screened so that the health, safety, and welfare of persons occupying the property or adjacent properties are not jeopardized.</i>

“

SECTION 27: Section 1204.06 B. 6. b.of the Planning and Zoning Code is hereby supplemented to read as follows:

“Material Replacement. Where an existing building is constructed with brick, stone, cultured stone, cement siding, wood, stucco, or synthetic stucco material, such materials shall only be replaced with the same material or materials on the list of approved building materials approved by the Planning Commission that shall be kept in a document maintained by the Development Department.”

SECTION 28: Section 1204.07 B. of the Planning and Zoning Code is hereby supplemented to read as follows:

“Building Materials.

1. *Permitted Exterior Building Materials.* The entire exterior of all wall areas (front, rear, and sides) shall comply with 1204.05, *General Provisions*.
2. *Prohibited Exposed Structural Frame.* The structural frame of a building shall not be exposed to the exterior of a building.
3. *Prohibited Exterior Building Materials.* Exposed metal panels (such as corrugated metal) shall be prohibited in all districts. This shall not apply to metal roofs, flashing, aluminum storefront associated with windows, or high-quality metal siding such as copper, bronze, or other decorative metal, which may be used on a case-by-case basis.
4. *Accessory Structures.* All nonresidential accessory structures shall be constructed of materials similar to the materials used on the principal building or may, in all cases, be constructed of brick, stone, cultured stone, cement siding, wood, stucco and synthetic stucco materials.”

SECTION 29: Table 1204.10-1 of the Planning and Zoning Code is hereby amended and supplemented to read as follows:

“

Table 1204.10-1 Minimum and Maximum Parking			
SF = square feet GFA = Gross Floor Area -- = No minimum or no maximum, as applicable			
Use Category	Subtype	Minimum Spaces	Maximum Spaces
Residential and Agricultural			
Household Living	Dwelling, Multi-Unit (Apartment)	1 per bedroom	2 per dwelling unit
	Dwelling, Single-Unit Attached	2 per dwelling unit	4 per dwelling unit
	Dwelling, Single-Unit Detached	2 per dwelling unit	4 per dwelling unit
	Dwelling, Duplex	2 per dwelling unit	4 per dwelling unit
	Dwelling, Townhouse	2 per dwelling unit	4 per dwelling unit

Table 1204.10-1

Minimum and Maximum Parking

SF = square feet GFA = Gross Floor Area -- = No minimum or no maximum, as applicable

Use Category	Subtype	Minimum Spaces	Maximum Spaces
	Dwelling, Multiplex	1 per bedroom	2 per dwelling unit
Group Living	Assisted Living Facility	1 per 2 beds	1 per unit + 1 per employee
	Boarding or Rooming House	1 per bedroom	1 per bedroom
	Group Home	2 per dwelling unit	2 per dwelling unit
	Nursing Home	1 per 2 beds	1 per 2 beds
	Group Living (Other than Listed)	2 per dwelling unit	2 per dwelling unit
Residential Accessory Uses ¹	Accessory Dwelling Unit	1 per dwelling unit	1 per dwelling unit
	Bed and Breakfast Home	1 per bedroom	1 per bedroom
	Farm Stand	1 per stand	3 per stand
	Group Day Care (6 to 12 children)	--	1 per dwelling unit
	Residential Accessory Use (Other than Listed)	--	--
	Upper-Story Residential	1 per dwelling unit	1.5 per dwelling unit
Agricultural and Animal Services	Community Garden	1 per 500 SF GFA	1 per 200 SF GFA
	Kennel	1 per 1,000 SF GFA plus 1 drop-off space per 20 kennel spaces	1 per 250 SF GFA plus 1 drop-off space per 20 kennel spaces
	Plant Nursery, Greenhouse, and Landscaping Business	1 per 250 SF of indoor sales plus 1 per 1000 square feet of outdoor sales/display areas	--
	Veterinary Clinic	1 per 500 SF GFA	1 per 200 SF GFA
	Veterinary Hospital	1 per 500 SF retail area	1 per 300 SF retail area
	Crop Production	--	--
	Nursery (Retail)	1 per 500 SF retail area	1 per 200 SF retail area
	Stable (Public or Commercial)	1 per 4 stalls plus 1 per employee	2 per horse boarded

Table 1204.10-1

Minimum and Maximum Parking

SF = square feet GFA = Gross Floor Area -- = No minimum or no maximum, as applicable

Use Category	Subtype	Minimum Spaces	Maximum Spaces
Public and Civic Use			
Community Facilities	Club or Lodge	1 per 300 SF GFA	1 per 200 SF GFA
	Place of Public Assembly	1 per 6 seats	1 per 1.5 seats
	Library, Aquarium, Museum, or Gallery	1 per 1,000 SF GFA	1 per 500 SF GFA
	Senior, Youth, or Community Center	1 per 300 SF GFA	1 per 200 SF GFA
Daycare Facilities	Adult Day Care	1 per employee	1.75 per employee
	Pre-School or Child Day Care Center	1 per employee	1.75 per employee
	Group Day Care Center	1 per employee	1.75 per employee
Educational Facilities	College or University	1 per 400 SF office, research, and library area; plus 1 per 300 SF assembly areas and classrooms	1 per 300 SF office, research, and library area; plus 1 per 250 SF assembly areas and classrooms
	Training Facility or Vocational School	1 per 300 SF GFA	1 per 250 SF GFA
	School, Primary or Secondary (Public or Private)-Primary-Secondary	2 per classroom (Primary); 1 per employee + 1 per 5 students (Secondary)	--
	All Other Educational Facilities	1 per 400 SF GFA	1 per 350 SF GFA
Government Facilities	Government / Non-Profit Office	1 per 400 SF GFA	1 per 200 SF GFA
	Government Services (Police, Fire, Emergency Medical Services)	--	--
Medical Facilities	Hospital	1 per 3 patient beds	1 per 2 patient beds
	Funeral Home or Mortuary	1 per 6 seats	1 per 1.5 seats

Table 1204.10-1

Minimum and Maximum Parking

SF = square feet GFA = Gross Floor Area -- = No minimum or no maximum, as applicable

Use Category	Subtype	Minimum Spaces	Maximum Spaces
	Clinic, Medical Lab, or Urgent Care	1 per 300 SF GFA	1 per 150 SF GFA
Parks and Open Areas	Active Park, Playground, or Ball Field	10 spaces per acre	--
	Botanical Garden, Nature Preserve or Trail	--	--
	Cemetery, Columbarium, Mausoleum, or Memorial Park	1 space per 4 seats in a chapel or place of assembly	--
	Park, Playground, and Common Open Space	--	--
Passenger Terminal	All other Passenger Terminal Uses	--	--
Social Service	All Social Services	Special Study, refer to Section 1204.10.E, below	
Utilities	Major Utility	1 per employee	--
	Minor Utility	--	--
Commercial and Office			
Automotive Sales and Service	Vehicle Washing Establishment	1 per 3 washing bays/stations	1 per 1 washing bays/stations
	Truck, Trailer, or Equipment Sales, Leasing, or Rental	1 per 1,000 SF sales and service building(s)	1 per 300 SF sales and service building(s)
	Retail Fuel Sales	1 per 400 SF GFA	1 per 200 SF GFA
	Automotive Body and Major Repair	1 per 250 SF GFA + 1 per employee	1 per 200 SF GFA + 1 per employee
	All Other Vehicle Sales and Service	1 per 500 SF sales and service building(s)	--
Entertainment and Recreation, Indoor	Shooting Range, Indoor	1 per 3 bays or 1 per 250 SF firing area if no bays	1 per bay or 1 per 100 SF firing area if no bays
	Bar or Tavern	1 per 200 SF GFA	1 per 100 SF GFA
	Bowling Alley	1 per lane	4 per lane

Table 1204.10-1

Minimum and Maximum Parking

SF = square feet GFA = Gross Floor Area -- = No minimum or no maximum, as applicable

Use Category	Subtype	Minimum Spaces	Maximum Spaces
	Dance Club or Dance Hall	1 per 200 SF GFA	1 per 100 SF GFA
	Fitness Gym	1 per 600 SF GFA	1 per 200 SF GFA
	Entertainment (Indoor) (Other than Listed)	1 per 250 SF GFA	1 per 200 SF GFA
	Movie or Other Theater	1 per 4 seats	1 per 3 seats
	Sexually Oriented Business	1 per 250 SF GFA	1 per 100 SF GFA
	Tattoo or Piercing Business	1 per chair plus 1 per employee	1.5 per chair plus 1 per employee
Entertainment and Recreation, Outdoor	Amphitheater	1 per 6 seats or 1 per 30 SF if no permanent seats	1 per 4 seats or 1 per 50 SF if no permanent seats
	Campground without Overnight Accommodations	1 per campsite	--
	Golf Course or Country Club	--	5 per hole
	Golf Driving Range	1 per tee area	3 per tee area
	Entertainment (Outdoor) (Other than Listed)	Greater of 1 / 6 seats or 1 / 50 SF	Greater of 1 / 4 seats or 1 / 30 SF
	Stadium, Running Track, or Ball Field	1 per 6 seats or 1 per 50 SF if no permanent seats	1 per 4 seats or 1 per 30 SF if no permanent seats
Office	Bank or Credit Union	1 per 350 SF GFA	1 per 200 SF GFA
	Offices (Other than Listed)	1 per 400 SF GFA	1 per 200 SF GFA
Overnight Accommodation	Bed and Breakfast Establishment	1 per guest room plus 2 for the owner	1.5 per guest room plus 2 for the owner
	Short-Term Rental	1 per rental unit	2 per rental unit
	Overnight Accommodations (Other than Listed)	.8 per guest room + 1 per 800 SF public meeting area and restaurant space	1 per guest room + 1 per 400 SF public meeting area and restaurant space
Parking, Commercial	All Uses	--	--

Table 1204.10-1

Minimum and Maximum Parking

SF = square feet GFA = Gross Floor Area -- = No minimum or no maximum, as applicable

Use Category	Subtype	Minimum Spaces	Maximum Spaces
Restaurant	Restaurant, Delivery Only	1 per employee	2 per employee
	Microbrewery, Microdistillery, or Microwinery	1 per 250 square feet of tasting room, taproom, or table service area. Production and storage areas shall comply with industrial use requirements.	1 per 100 square feet of tasting room, taproom, or table service area. Production and storage areas shall comply with industrial use requirements.
	Restaurant, Drive-In	1 per 250 SF GFA	1 per 150 SF GFA
	Restaurant (Other than Listed)	1 per 200 SF GFA	1 per 100 SF GFA
Retail Repair, Sales, and Service	All Uses	1 per 400 SF GFA	1 per 200 SF GFA
Self-Service Storage	All Uses	Lesser of 1 / 500 SF of office area or 1 / 25 storage units	Greater of 1 / 500 SF of office area or 1 / 25 storage units
Industrial			
Heavy Industrial	All Uses	1 per employee or 1 per 1,500 SF GFA, whichever is less	--
Light Industrial	Contractor Service, Equipment, and Storage Yard	1 per 1,500 SF storage area	1 per 300 SF storage area
	Research and Development Facility	1 per 350 SF GFA	1 per 250 SF GFA
	Light Industrial (Other Than Listed)	1 per employee or 1 per 1,000 SF GFA, whichever is less	1 per employee or 1 per 750 SF GFA, whichever is less
Warehousing and Freight Movement	All Uses	1 per 2,000 SF GFA	1 per 500 SFA
Wholesale Trade	All Uses	1 per 2,000 SF GFA	1 per 500 SF GFA
Notes: 1 In addition to the required and maximum for the primary use.			

“

SECTION 30: Section 1204.17 E. F. and G. of the Planning and Zoning Code are hereby amended to read as follows:

“E. Walkways.

1. For developments with over 25,000 square feet of gross floor area, delineated walkways a minimum of six feet in width shall link residential and commercial developments, common areas, parking areas, and buildings. If a proposed development includes multiple buildings in the site design, then an overall connectivity plan shall be provided for the development, including crosswalks and other safety features designed to encourage walking as an alternative to vehicular transportation. Walkways shall be a minimum of five feet wide and shall have a minimum six-foot landscaped buffer area between the road or access way and the walkway itself.
2. Sidewalks, at least eight feet in width, shall be provided along any facade featuring a customer entrance, and along any facade abutting parking lots. At all times, such sidewalks shall maintain a clear pedestrian passage equal to the width of the sidewalk.
3. Parking lots shall be designed to allow pedestrians to safely move from their vehicles to the buildings. This may be achieved in smaller lots by providing a sidewalk at the perimeter of the lot. On larger lots, corridors within the parking areas should channel pedestrians from the car to the perimeter of the lot. A paving material that is different in color and/or texture from that of vehicular areas shall delineate these pedestrian travel ways and shall be clearly marked. Small posts or bollards incorporating lights may also serve the same purpose.

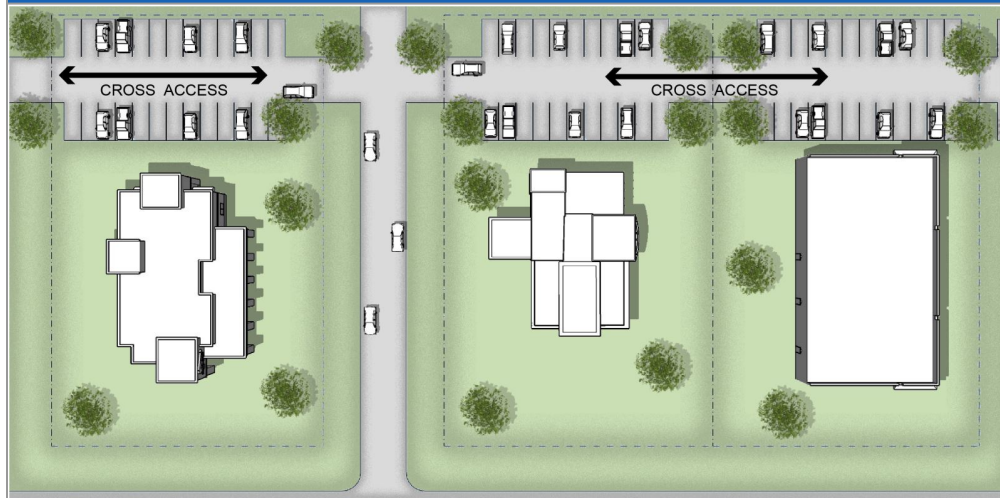
F. Pedestrian and Bicycle Access.

1. *Generally.* All development subject to this Article shall be served by an internal pedestrian and bicycle circulation system of walkways and bikeways (including sidewalks, pedestrian and bicycle paths, and/or trails) that permit safe, convenient, efficient, and orderly movement of pedestrians and bicycles within the development. Walkways and bikeways shall also be provided between the internal pedestrian and bicycle circulation system, the adjoining existing or planned city-wide trail and greenway system, as applicable, and any adjoining parks, schools, and civic uses. Sidewalks shall connect to:

- a. The primary entrance(s) of principal buildings;
 - b. Off-street vehicle and bicycle parking areas;
 - c. Existing or planned public transit stations or stops located on-site or on an adjacent street; and
 - d. Recreation facilities, common use areas, and amenities.
2. *Sidewalks Required.* All development subject to this Subsection shall install internal sidewalks or approved pedestrian paths in accordance with the provisions of this PZC. All sidewalks within public rights-of-way or associated with private streets shall be installed in accordance with the requirements established by the City Engineer.
3. *Pedestrian Connectivity.* All new multi-family, non-residential, and mixed-use development shall comply with the following standards:
- a. The internal pedestrian circulation system shall be designed to allow for pedestrian cross-access between buildings and parking areas and those on adjoining lots, or to the boundary of adjoining vacant land zoned to allow multi-family, non-residential, or mixed-use development.

- b. The Director may waive or modify the requirement for pedestrian cross-access on determining that such cross-access is impractical or undesirable due to the presence of natural features, safety factors, or unusual lot configuration.
 - c. Prior to the issuance of a building permit, easements allowing cross-access shall be platted or recorded by a separate instrument in the office of the County Clerk and Recorder.
- 4. *Bicycle Connections.* All development subject to this Subsection shall provide bicycle access routes between public bikeways and on-site bicycle parking areas. Sites shall be designed to avoid or minimize all conflicting bicycle/motor vehicle and bicycle/pedestrian movements.
- 5. *Layout and Design.* The minimum widths of improvements are as follows as per City Engineer requirements:
 - a. Bikeways or shared-use paths: 11 feet wide or as follows the ODOT Multimodal Design Guide; and
 - b. Sidewalks:
 - i. Eight feet in an UR, MU, and DT districts; or
 - ii. Five feet in all other districts;
 - c. Be clearly distinguishable from vehicular traffic lanes by painted markings, raised paving height, decorative bollards, change in pavement material or color, and/or flashing caution signals;
 - d. Have adequate lighting for security and safety; and
 - e. Meet the current Americans with Disabilities Act (ADA) Standards for Accessible Design.
- G. Cross Access.** To encourage shared parking and minimize access points along roads, new multi-unit, non-residential, and mixed-use development shall comply with the following standards:
 - 1. As displayed in Figure 1204.17-2, *Cross Access*, the internal vehicular circulation system shall be designed to allow for vehicular cross access between the development's parking and vehicular use areas and those on adjoining lots containing, or adjoining vacant land zoned to allow multi-family, non-residential, or mixed-use development.
 - 2. Cross-accessways shall provide for two-way vehicular traffic between the vehicular use areas on the adjoining lots through the use of a single access or drive aisle that is at least 24 feet wide or through two one-way accessways or aisles that are each at least 12 feet wide.
 - 3. The Director may waive or modify the requirement for vehicular cross access on determining that such cross access is impractical or undesirable due to the presence of natural features or vehicular safety factors, or other relevant considerations.
 - 4. Where such are required, easements allowing cross access to and from properties, along with agreements defining maintenance responsibilities of property owners, shall be recorded with the City Clerk before issuance of a building permit or certificate of occupancy.

Figure 1204.17-2
Cross Access



“

SECTION 31: Section 1204.19 E. of the Planning and Zoning Code is hereby amended and supplemented to read as follows:

“E. Street Trees.

1. Street trees shall be required on all public and private frontages, except interstate frontage and alleys, for all subdivisions, new sites or development, and expansions of sites or developments.
2. All new roads or extensions of existing roads, public or private whether internal or external to a site, are subject to the street tree requirements.
3. Street trees shall be required along both sides of all streets, public or private, planted 40 feet on center in the tree lawn.
4. All developments shall include street trees that comply with the requirements for plants in 1204.19(D), *Landscape Material Standards*, above.
5. Specific tree types or species prohibited or permitted to be installed within the public right-of-way shall be established in a document maintained by the Development Department.
6. Street tree placement may be subject to setback requirements from the curb, sidewalk, driveway, and other utilities. Such restrictions shall be established in a document maintained by the Development Department.
7. At the time of planting, the lowest limb of any tree shall not be less than five feet above the ground.
8. *Street Tree Alternate Locations.* During the Site Plan Review or a platting decision process, it may be determined a number of street trees cannot be located in the tree lawn as required due to spacing conflicts with driveways, utilities, street light poles, or otherwise within the sight triangle as established in Article 02.05, *Measurements and Specific Allowances*. The Director or Planning Commission, as applicable, may permit the applicant to locate those required street trees in alternate locations within the site or development such as common open or amenity spaces.”

SECTION 32: Table 1204.20-1 of the Planning and Zoning Code is hereby supplemented to read as follows:

“

Table 1204.20-1 Development Landscaping Requirements	
Landscaping Element ¹	Location and Design
Foundation Landscaping	
Two ornamental trees or 10 shrubs for every 50 linear ² feet in foundation planting area(s) facing the front setback(s)	▪ In the HC, GC, EC, LI, and HI zoning districts, the foundation plantings may be immediately abutting the foundation or within a maximum of 10 feet of the foundation. If the plantings are not immediately abutting the foundation, then the space between the foundation and plantings shall be designed for pedestrian circulation ▪ In the residential, MU, and DT zoning districts, the required foundation planting may be met with tree wells, planters, and landscaped plazas ▪ The remainder of the area designated for foundation plantings shall be landscaped with groundcover or consist of xeriscape groundcover, rocks, decorative pavers, or stamped, dyed concrete
Two ornamental trees or 10 shrubs for every 50 linear feet in foundation planting area(s) facing the side setback(s) ² .	
One ornamental tree or 5 shrubs for every 50 linear feet ² in foundation planting area(s) facing the rear setback(s).	
Parking Islands	
Endcap island with groundcover ³ and 1 canopy tree and 3 shrubs for a single row and 2 canopy trees and 6 shrubs for a double row.	▪ At the end of all parking rows ▪ Each endcap island shall be a minimum of 9' wide and the length of the parking row⁴ with 10-foot curb radii on the side closest to the drive aisle ▪ All vegetation used provides for clear visibility between two to six feet above level of the ground
Corner island with groundcover ³ and 1 canopy tree or 3 evergreen or ornamental trees	▪ At the corners of parking lots ▪ Each corner island shall be a minimum of 200 square feet in area and defined by the intersection of the parking rows at each corner of the parking lot ▪ All vegetation use provides for clear visibility between two to six feet above level of the ground
Interior island with groundcover ³ and 1 canopy tree and 3 shrubs ⁴ single row and 2 canopy trees and 6 shrubs for a double row.	▪ In the middle of parking rows planted at intervals of not less than one island for each 15 parking spaces ▪ Each interior island shall be a minimum of 9' wide and the length of the parking row⁴ with 5-foot curb radii on the side closest to the drive aisle ▪ All vegetation use provides for clear visibility between two to six feet above level of the ground

Table 1204.20-1 Development Landscaping Requirements	
Landscaping Element ¹	Location and Design
Median with groundcover ³ and ornamental Grasses, shrubs, or planters	▪ A minimum, along the entire centerline of alternating double parking rows ▪ Each median shall be a minimum of 6' wide ▪ All vegetation use provides for clear visibility between two to six feet above level of the ground
Site Landscaping	
Front Yard Landscaping	▪ Plantings make up 20 percent of required front yard ▪ This landscaping may be used to fulfill the perimeter landscaping requirements.
Perimeter with ornamental grasses, shrubs, canopy and/or ornamental trees	▪ A minimum, along the entire perimeter of all parking lots when not integrated as part of Bufferyard Landscaping outlined in 1204.21, <i>Bufferyard Landscaping</i> ▪ Each parking perimeter planting shall be a minimum of 6' wide ▪ All vegetation use provides clear visibility between two to three feet above level of the ground
Other	
Use of locally-sourced mulch wherever much is provided on-site	▪ Provided at a minimum depth of three inches.
Tree quantity exceeds required quantity based on the requirements of this Section	--
Existing tree larger than 12-inch caliper is removed	
Table Notes: 1. Existing trees that are properly located may be used in lieu of required trees. 2. Measured parallel to the building. 3. The groundcover area shall not include concrete, asphalt, or other impervious surfaces, with the exception of xeriscape groundcover, rocks, decorative pavers, or stamped, dyed concrete which may be used only within the first one and a half feet of the parking island to allow persons to access their vehicle without stepping on landscaping. The height of the groundcover plant species chosen shall not interfere with sight distance triangles along access drives or anywhere throughout the parking lot. 4. See Item H in Figure 1204.20-1, below for an example of a perimeter parking interval.	

“

SECTION 33: Section 1204.25 B. 2. and 4. of the Planning and Zoning Code are hereby amended and supplemented to read as follows:

“2. *Size and Proportions.* The square footage of changeable copy centers shall not exceed 35% of the maximum sign area permitted for that sign type within the zoning district where the proposed sign is to be located with the following requirements or limitations for the changeable copy:

- a. *Menu Board Sign.* If a menu board sign is not visible from a residential property or a public or private street, 100 percent of the copy area may be electronic.
 - b. *Marquee Sign.* The lesser of 100 square feet or 40 percent of the sign area of a marquee sign; or
 - c. *Other Sign Types.* 25 percent of the sign area of a monument sign, pylon sign, or a menu board that is visible from a residential property.
 - d. *Remainder of Sign Copy.* The balance of the sign area shall utilize permanent letters or symbols.
 - e. *Combination of Changeable Copy Sign Types.* No sign structure may include both a manual changeable copy sign and an electronic message center.
4. *Manual Changeable Copy.*
 - a. Manual changeable copy reader boards are only permitted on monument signs or marquee signs.
 - b. Lettering of manual changeable copy signs shall be of a single style and shall be of uniform color and size.”

SECTION 34: Section 1204.26 B. of the Planning and Zoning Code is hereby supplemented to read as follows:

“Generally.

1. All freestanding signs must be permanently installed in locations designated in the sign plan, and may not exceed the allowable dimensions of this Section.
2. All freestanding signs shall be located in a mulched and landscaped area that includes a variety of plant types or bushes and is equal to or larger than the total sign area of the applicable sign. Such landscaped area may be an area already used to fulfill Article 04.05 *Landscaping, Screening, and Buffering.*
3. All attached signs must be affixed to a building wall, within the designated sign area, and may not exceed the allowable dimensions of this Section.
4. Additional sign area and height is achievable if a Master Sign Plan is approved for an eligible property pursuant to Section 1207.18, *Master Sign Plan.*”

SECTION 35: Table 1204.26-3 of the Planning and Zoning Code is hereby amended to read as follows:

“

Table 1204.26-3 Allowed Freestanding Permanent Signs							
Land Use			Residential Districts				
Zoning District (in the City Limits)			Mixed-Use and Nonresidential Districts				
			RR, SR, NC, GR, UR	MU	DT	HC, GC	EC, LI, HI
Access Sign ¹							

Table 1204.26-3
Allowed Freestanding Permanent Signs

Land Use	Residential Districts	Mixed-Use and Nonresidential Districts				
Zoning District (in the City Limits)	RR, SR, NC, GR, UR	MU	DT	HC, GC	EC	LI, HI



Number Allowed	No more than 3 per principal use	
Maximum Area	4 SF per sign	6 SF per sign
Maximum Height	4 ft.	
Minimum Setback (Property Line)	3 ft.	
Illumination	Internal or External	
Sign Spacing	No two access signs shall be located within 5 feet of each other.	
Other Standards	1. All such signs located on corner lots or intersections and greater than 3 feet in height shall not be placed inside the sight triangle as described in Table 1202.11-1, <i>Measurements</i> . 2. There shall be no more than 4 total access sign poles at any road intersection.	
Sign Permit Required	Yes	

Canopy Sign



Number Allowed	--	--	--	1 per street frontage	--	1 per street frontage
Maximum Area	--	--	--	40% of the canopy fascia face per street-facing side	--	40% of the canopy fascia face per street-facing side

Table
Allowed Freestanding Permanent Signs

1204.26-3

Land Use	Residential Districts	Mixed-Use and Nonresidential Districts				
Zoning District (in the City Limits)	RR, SR, NC, GR, UR	MU	DT	HC, GC	EC	LI, HI
Minimum/Maximum Height	--	--	--	Shall not extend above the canopy fascia board	--	Shall not extend above the canopy fascia board
Illumination	--	--	--	Internal or external	--	Internal or external
Sign Permit Required	--	--	--	Yes	--	Yes
Other Standards	1. Color branding shall be permitted and shall not count towards the aggregate sign total.					

Directory Sign



Number Allowed	--	1 per property with a multi-tenant building
Maximum Area	--	2 SF per linear foot of street frontage; maximum 100 SF
Maximum Height	--	10 ft.
Minimum Setback	--	0 ft.
Illumination	--	Internal or External
Sign Permit Required	--	Yes
Other Standards	--	1. The bottom portion of the sign shall rest flush against the ground, allowing no space between the ground and the bottom of the sign structure.

Monument Sign

Table
Allowed Freestanding Permanent Signs

1204.26-3

Land Use	Residential Districts	Mixed-Use and Nonresidential Districts				
Zoning District (in the City Limits)	RR, SR, NC, GR, UR	MU	DT	HC, GC	EC	LI, HI



Number Allowed	1 per property street frontage on nonresidential properties	1 per property street frontage	1 per establishment ³	1 per property street frontage	1 per establishment ³
Maximum Area	32 SF	60 SF			
Maximum Height	6 ft.	8 ft.	8 ft.	10 ft.	10 ft.
Minimum Setback	5 ft. and 20 ft. from any adjacent lot line	10 ft. ⁴			
Illumination	--	Internal or External			
Other Signs	--	1. In residential zoning district, if an applicant proposes to use a monument sign, no wall signs shall be permitted. 2. If Monument Sign used, then a Pylon Sign shall not be allowed			
Sign Permit Required	--	Yes			

Subdivision Entry Sign



Table
Allowed Freestanding Permanent Signs

1204.26-3

Land Use	Residential Districts	Mixed-Use and Nonresidential Districts				
Zoning District (in the City Limits)	RR, SR, NC, GR, UR	MU	DT	HC, GC	EC	LI, HI
Number Allowed	2 per one of the entries to the development; 1 per all other entries	--				
Maximum Area	32 SF	--				
Maximum Height	6 ft.	--				
Minimum Setback	10 ft. from street right-of-way or property line for a private street	--				
Illumination	Internal or External	--				
Sign Permit Required	Yes	--				
Other Standards	1. Sign may be located on a base constructed of concrete not to exceed 18 inches in height and shall be surrounded by landscaping and other decorative material. 2. Sign must be located outside of existing or future utilities and any required sight triangle as established in Article 02.05, <i>Measurements and Specific Allowances</i>.					

Pole Sign¹



Table
Allowed Freestanding Permanent Signs

1204.26-3

Land Use	Residential Districts	Mixed-Use and Nonresidential Districts				
Zoning District (in the City Limits)	RR, SR, NC, GR, UR	MU	DT	HC, GC	EC	LI, HI
Number Allowed	--	--	--	<50 ft. of street frontage: 0 >50 ft. of street frontage: 1 per street frontage	--	--
Maximum Area (Per Sign Panel / Cumulative)	--	--	--	maximum 225 sq. ft.	--	--
Maximum Height	--	--	--	100 ft.	--	--
Minimum Clearance	--	--	--	50 ft. above grade	--	--
Minimum Setback	--	--	--	10 ft. ⁴	--	--
Illumination	--	--	--	Internal or External	--	--
Other Signs	--	--	--	If used, then a Monument Sign is not allowed ⁵	--	--
Sign Permit Required	--	--	--	Yes	--	--
Other Standards	1. Pole signs are restricted to HC zoning district only.					

Pylon Sign



Number Allowed	--	--	--	1 per street frontage	--
----------------	----	----	----	-----------------------	----

Table
Allowed Freestanding Permanent Signs

1204.26-3

Land Use	Residential Districts	Mixed-Use and Nonresidential Districts				
Zoning District (in the City Limits)	RR, SR, NC, GR, UR	MU	DT	HC, GC	EC	LI, HI
Maximum Area (Per Sign Panel / Cumulative)	--	--	--	35 SF / 1 SF per linear ft. of street frontage; 250 SF maximum	--	--
Maximum Height	--	--	--	<200 ft. of street frontage: 30 ft.>200 ft. of street frontage: 40 ft.	--	--
Minimum Clearance	--	--	--	8 ft. above grade and 20 ft. above the adjacent drive aisle, if the edge of the sign is within one foot of the aisle	--	--
Minimum Setback	--	--	--	10 ft. ⁴	--	--
Illumination	--	--	--	Internal or External	--	--
Other Standards	--	--	--	The width of the support(s) of the sign shall be a minimum of 50% of the width of the sign face.	--	--
Other Signs	--	--	--	If used, then a Monument Sign is not allowed ⁵	--	--
Sign Permit Required	--	--	--	Yes	--	--

TABLE NOTES: ft. = Feet; SF. = Square feet

1. Directional signs shall only be permitted in conjunction with a religious, charitable, civic, fraternal, or similar organization.
2. Identification sign area shall be determined for residential development sites on whether the site is for single-unit or multi-unit types.
3. On lots fronting on three or more public streets, then two monument signs shall be permitted.
4. Freestanding signs must be placed a minimum of three feet from the building-side edge of a sidewalk.
5. A monument sign and a pylon sign are only allowed in conjunction with one another on single properties or unified developments that are greater than 50 acres in area, that abut a Major Arterial and are located in the HC, GC, BP, LI, and HI zoning districts.

“

SECTION 36: Section 1205.06 A. is hereby amended and supplemented to read as follows:

“A. **Generally.**

1. *Standards.* Sidewalks and shared-use paths or trails shall be installed in accordance with this Section and the construction standards established by the Department of Public Works. The subdivider shall install sidewalks along public and private streets prior to acceptance of subdivision improvements. This requirement applies to all land uses and street classifications, except as modified in this Section.
2. *Where Required.* Sidewalks at a minimum 5 feet in width shall be installed on both sides of all subdivision streets. Sidewalks shall be required along all portions of a parcel that fronts a public or private street for a new development or expansion of existing development that requires site plan approval.”

SECTION 37: Section 1207.03A. and E. of the Planning and Zoning Code are hereby supplemented to read as follows:

“A. **Application Form.** Every development review application and submittal requirements required by this PZC shall be submitted in a form and in such numbers as established in a document maintained by the Development Department and made available to the public by the Development Department. At the time the application is submitted, a fee shall be paid in the amount established by the City's fee schedule.

E. **Application Submission Schedule.** The schedule for the submission of applications in relation to scheduled meetings and hearings of the review bodies shall be established in a document maintained by the Development Department and made available to the public. “

SECTION 38: Section 1207.06 B. 7. of the Planning and Zoning Code is hereby supplemented to read as follows:

“b. **By the Applicant After Public Notice.** A request for deferral of consideration of an application received by the Director after any required notice shall be considered as a request for a continuance of the public meeting or hearing, and may only be granted by the development review body holding the meeting or hearing.”

SECTION 39: Table 1207.10-1 of the Planning and Zoning Code is hereby supplemented to read as follows:

“

Table 1207.10-1, Development Review Summary						
♦ = Pre-Application Conference Required Pu = Published M = Mailed Notice Required -- = Not Required/Not Applicable						
Development Application (Cross-Reference to Procedure)	Submittal Timing	Pre-Application Conference	Public Notice (1207.06)	Review and Decision		Expiration ¹ (1207.09)
				Review/Recommend	Final Decision	
Improvement Plan and Permit Decisions						
Sign Permit (1207.11)	Prior to installing, relocating, or modifying a sign	--	--	Director		1 year
Construction Plans (1207.12)	Prior to construction of required public improvements and recording of the final plat	--	--	City Engineer		2 years
Certificate of Occupancy (1207.13)	Upon completion of construction or prior a change in occupancy in order to occupy a building or structure	--	--	Chief Official	Building	None
Zoning Permit (1207.14)	Prior to establishing a new use/change in use, change to a Limited Use as denoted in 1203.02, <i>Use Table</i> , or to convert a nonconformity	--	--	Director		1 year
Site Development and Use Decisions						
Site Plan (1207.15)	Prior to any development of any use unless specifically exempted in this PZC	♦	--	Director		1 year

Table 1207.10-1, Development Review Summary

◆ = Pre-Application Conference Required Pu = Published M = Mailed Notice Required -- = Not Required/Not Applicable						
Development Application (Cross-Reference to Procedure)	Submittal Timing	Pre-Application Conference	Public Notice (1207.06)	Review and Decision		Expiration ¹ (1207.09)
				Review/Recommend	Final Decision	
Improvement Plan and Permit Decisions						
Master Development Plan (1207.16)	As part of a zoning map amendment to PUD, for development in the MU zoning district, or development in two phases or more	◆	Pu M	Director	Planning Commission	1 year
Floodplain Development Permit (1207.17)	Refer to Part Fourteen, Title 6, Chapter 1446, Flood Damage Reduction, of the City's Code of Ordinances.					
Master Sign Plan (1207.18)	Prior to constructing, installing, placing, or relocating a sign or modifying a sign's dimensions or illumination	◆	--	Director		1 year
Minor Modification of Approved Plan (1207.19)	In order to make a limited modification to an application that has already been approved but has not received a Certificate of Occupancy	--	--	Same review body that makes initial approval		Same as the application being modified
Conditional Use Permit (1207.20)	Prior operation of any land use that is designated as a conditional use as denoted in 1203.02, <i>Use Table</i>	◆	Pu M	Director	Planning Commission	None, unless specified in approval

Table 1207.10-1, Development Review Summary

◆ = Pre-Application Conference Required Pu = Published M = Mailed Notice Required -- = Not Required/Not Applicable						
Development Application (Cross-Reference to Procedure)	Submittal Timing	Pre-Application Conference	Public Notice (1207.06)	Review and Decision		Expiration ¹ (1207.09)
				Review/Recommend	Final Decision	
Improvement Plan and Permit Decisions						
Temporary Use Permit (1207.21)	Prior to establishing a temporary use related to a public or commercial event unless specifically exempted in this PZC		--	Director		As specified in approved application
Text and Zoning Map Amendment Decisions						
Text Amendment (1207.22)	Prior to a change of the text in this PZC	◆	Pu	1st: Director 2nd: Planning Commission	City Council	None
Zoning Map Amendment (1207.23)	Prior to establishing or expanding a building type or use prohibited in the current zoning district	◆	Pu M ²	1st: Director 2nd: Planning Commission	City Council	None
Relief and Appeal Decisions						
Administrative Adjustment (1207.24)	In order to make a limited modification to numerical standards on an application that has already been approved but that has not received a certificate of occupancy	--	--	Director		Same as the associated application

Table 1207.10-1, Development Review Summary

◆ = Pre-Application Conference Required Pu = Published M = Mailed Notice Required -- = Not Required/Not Applicable						
Development Application (Cross-Reference to Procedure)	Submittal Timing	Pre-Application Conference	Public Notice (1207.06)	Review and Decision		Expiration ¹ (1207.09)
				Review/Recommend	Final Decision	
Improvement Plan and Permit Decisions						
Variance (1207.25)	Prior to submittal of an application that varies from the applicable standards of this PZC	◆	Pu M	Director	Board of Zoning Appeals	None
Floodplain Variance (1207.26)	Refer to Part Fourteen, Title 6, Section 1446.28, <i>Appeals and Variances</i> of the City's Code of Ordinances.					
Subdivision Design and Improvement Waiver (1207.27)	Concurrent with submittal of a preliminary plat where the applicant wishes to vary from the subdivision design standards	◆	Pu M	1st: City Engineer 2nd: Director	Planning Commission	Same as the associated plat
Appeals (1207.28)	Within 30 days after an appellant or their agent received notice or the action of the official that is the subject of the appeal	--	Pu M	Varies based on decision being appealed. Refer to 1207.28		None
Platting Decisions						
Minor Plat (1207.29)	In order to subdivide land into five or fewer lots on an existing street that doesn't require the creation of a street or expansion of municipal facilities	--	--	City Engineer	Director	30 days/ None after recordation

Table 1207.10-1, Development Review Summary

◆ = Pre-Application Conference Required Pu = Published M = Mailed Notice Required -- = Not Required/Not Applicable						
Development Application (Cross-Reference to Procedure)	Submittal Timing	Pre-Application Conference	Public Notice (1207.06)	Review and Decision		Expiration ¹ (1207.09)
				Review/ Recommend	Final Decision	
Improvement Plan and Permit Decisions						
Amending Plat (1207.30)	In order to make a minor modification to a recorded plat	◆	--	Director		30 days / None after recordation
Preliminary Plat (1207.31)	Prior to a Final Plat in order to subdivide land into six or more lots or lots that require the creation of a street or the expansion of municipal facilities	◆		1st: City Engineer 2nd: Director 3rd: Planning Commission	City Council	1 year after recommendation / 5 years after approval
Final Plat (1207.32)	Following approval of a preliminary plat and completion of improvements	--		1st: City Engineer 2nd: Director	City Council	1 year / none after recordation
Replat (1207.33)	Prior to changing the number of lots on a recorded Final Plat	◆		1st: City Engineer 2nd: Director	Planning Commission	1 year / none after recordation
Vacating Plat (1207.34)	Prior to removing the force of a recorded plat covering a property or properties	◆		1st: City Engineer 2nd: Director	Administrative body that approved the original Minor, Amending, Replat, or Final Plat	1 year/none after recordation

Tables Notes:

1. The days in the "Expiration" column are measured from the date of the issued approval. Expiration occurs if the applicant does not commence the construction or does not, as determined by the Director, diligently pursue completion of the project or the subsequent required approval. For Site Plan approval, construction is necessary excavation and piers or footings of the principal building have been completed.
2. Only applies to zoning map amendment applications for 10 or fewer parcels.

SECTION 40: Section 1207.14 of the Planning and Zoning Code is hereby supplemented to read as follows:

- A. **“Purpose.** The purpose of a Zoning Permit is to ensure a proposed development complies with the purposes and standards of this PZC. No land shall be used nor shall any building or structure be used, changed in use, established, constructed, enlarged, moved, or modified without first obtaining a Zoning Permit.
- B. **Applicability.** A Zoning Permit is required for the following:
 1. *Limited Uses.* Ensure that a use designated as a limited use in Table 1203.02-1, *Primary Use Table*, complies with the requirements of this PZC, including 1203.04, *Limited Use Standards*.
 2. *Nonconformities.* Identify a lot, building, structure, use, sign, or another site element as a legal nonconforming. A copy of such permit shall be kept on file in the offices of the Director.
 3. New single-family and two-family residential dwellings;
 4. The internal construction or change in floor area of a nonresidential development that does not increase gross floor area, increase the intensity of use, or affect parking requirements on a site that meets all development and site design standards of this code;
 5. Expansions of existing nonresidential uses representing an increase in gross floor area less than 25% of the existing building square feet and the associated increase in parking;
 6. A change in use of a nonresidential building;
 7. Modifications to the façade of any nonresidential building for compliance with Section 1204.07;
 8. Modifications to sites involving less than 25% increase to landscaping, parking or loading without expansions to buildings;
 9. Accessory structures and uses; and
 10. Temporary structures and uses;
- C. **Specific Review Procedures.** The procedures outlined in Article 07.01, *Common Development Procedures*, shall apply.
- D. **Specific Review Criteria.** To approve the application, the applicable development review official per Table 1207.10-1, *Development Review Summary*, shall consider the following:
 1. *Common Review Criteria.* All applicable common review criteria as denoted in Table 1207.07-1, *Common Review Criteria*;
 2. *Limited Use Standards.* All applicable use-specific standards as detailed in 1203.04, *Limited Use Standards*.
 3. *Materials or Scenario.* The materials or scenario posed by the applicant;
 4. *Word Meanings.*
 - a. Common Usage. The plain and ordinary meaning of the terms that are subject to the application for an interpretation as set out in a dictionary of common usage;
 - b. Explained or Defined in this Code. The provisions of Chapter 1209, *Word Usage*; and
 - c. Technical Meaning. Any technical meanings of words used in the provision and in context with the meaning of the provision;
 5. *Director Interpretations.* Other interpretations rendered by the Director associated with the same or related provisions of this PZC;
 6. *Legislative History.* The legislative history of the provision;
 7. *Other Sources.* Sources outside of the PZC that provide additional information on the provision in question, such as technical or professional literature; and

8. *Nonconformities*. Applicable provisions of Article 08.01, *Nonconformities*.

E. **Effect.**

1. *Generally*.

- a. *Authorization*. The approval of a Zoning Permit authorizes the applicant to proceed with the development proposed in the subject application, pending any other required approvals.
- b. *Other Required Approvals*. Development authorized by the Zoning Permit shall not be carried out until the applicant has secured all other approvals required by this PZC or any other applicable provisions of the City Code of Ordinances. Approval of a Zoning Permit shall not ensure subsequent approvals for other applications unless the relevant and applicable portions of this PZC or other applicable provisions are met.

2. *Nonconformities*. The approval of the Zoning Permit authorizes the particular nonconformity to continue in accordance with Article 08.01, *Nonconformities*.

SECTION 41: Section 1207.15 B. of the Planning and Zoning Code is hereby amended and supplemented to read as follows:

“B. **Applicability.**

1. *Full Site Plan*. Full Site Plan review is required for:

- a. Expansions of existing nonresidential uses representing an increase in gross floor area of 25% or more of the existing building square feet and the associated increase in parking;
- b. Modifications to sites involving a 25% change or greater in landscaping, parking, or loading, or outdoor storage areas, without expansions to buildings; and
- c. All applications for a conditional use permit;
- d. All development, changes in a site, or changes in use that are not exempt from site plan review below.

2. *Exemptions*. Permit and related plan review are required for all other development and as outlined in 1207.14.

SECTION 42: Section 1207.28 B. of the Planning and Zoning Code is hereby amended to read as follows:

“B. **Specific Review Procedures.** In addition to the procedures outlined in Article 07.01, *Common Development Procedures*, the following procedures shall apply:

1. *Route of Appeals*.

- a. *Appeal of Administrative Review Official Decision*. Any party aggrieved by or alleged error in a decision of an administrative review official (Director, City Engineer, or other City staff) on a matter addressed in this PZC may appeal to the Board of Zoning Appeals within 30 calendar days.
- b. *Appeal of Planning Commission Decision*. Any party aggrieved by or alleging an error in a final decision of the Planning Commission may appeal to the City Council within 30 calendar days of the Planning Commission's decision.
- c. *Appeal of City Council or Board of Zoning Appeals Decision*. Any party aggrieved by or alleging an error in a final decision of the City Council or Board of Zoning

Appeals may appeal to a court of competent jurisdiction within a timeframe established by the court.

SECTION 43: Section 1207.31 A. and D. of the Planning and Zoning Code are hereby amended and supplemented to read as follows:

“A. **Purpose.** The purpose of a Preliminary Plat is to provide sufficient information to evaluate and review the general conceptual design of a proposed major subdivision, those creating more than five lots or the dedication of new streets or infrastructure, or major extensions of infrastructure, to ensure compliance with the requirements of this PZC prior to the submittal of construction drawings and a final plat.

D. Effect.

1. *Authorization.* Approval of a Preliminary Plat shall authorize the applicant to proceed with the submission of Construction Plans (see 1207.12) and subsequently upon completion of improvements, an application for a Final Plat (see 1207.32). Approval of the preliminary plan shall be deemed general approval of the subdivision's layout only and shall not constitute approval or acceptance of a Final Plat.
2. *No Public Dedication.* Approval of the Preliminary Plat shall not constitute the acceptance of any public improvements or the creation and granting of any easements.

SECTION 44: Section 1207.32 of the Planning and Zoning Code is hereby amended and supplemented to read as follows:

“A. **Purpose.** The purpose of a Final Plat is to implement the approved preliminary plat for a major subdivision, recognize the completion of required improvements of the associated construction plans, meet the technical requirements of the final plat, and to serve as the officially recorded map of the property developed, showing the boundaries, lots, public streets, easements, and other significant facilities and features that are necessary to serve the development.

B. **Specific Review Procedures.** In addition to the procedures outlined in Article 07.01, *Common Development Procedures*, the following procedures shall apply:

1. *Phasing.* For a development to be constructed in phases, the final plat may include only a portion of the land included in the Preliminary Plan. If the site is to be developed in phases, the construction of each phase must be completed within three years of the completion of the previous phase. In all cases, a final platted development shall be completed within ten years.

C. **Specific Review Criteria.** To approve the application, the applicable development review official or body per Table 1207.10-1, *Development Review Summary*, shall make affirmative findings for the following:

1. *Common Review Criteria.* All applicable common review criteria as denoted in *Table 1207.07-1, Common Review Criteria*;
2. *Construction Plans.* The required associated Construction Plans have been approved;
3. *Bonds and Guarantees.* Any bonds or guarantees required by the City have been secured;
4. *City Standards.* Required improvements are constructed to City standards and have passed all required inspections;

5. *Preliminary Plat.*
 - a. Full Compliance. The Final Plat complies with the approved Preliminary Plat, including any conditions put on the approval; or
 - b. Deviations From Preliminary Plat. Any deviations from the Preliminary Plat are:
 - i. In the judgment of the Director, minimal and insignificant;
 - ii. Do not require a Subdivision Design Waiver or other formal approval pursuant to the provisions of this PZC; and
 - iii. Not otherwise detrimental to the public health, safety, or welfare.
 6. *Required Approval.* If the City Council finds that a Final Plat complies with all applicable decision criteria and substantially conforms to the approved Preliminary Plat, then the Final Plat shall be approved.
- D. **Effect.**
1. *Authorization.* Approval of a Final Plat shall authorize the applicant to file a copy of the approved plat in the office of the County Recorder. All costs for recording of the plat shall be borne by the applicant.
 2. *Recordation.* Approved Final Plats shall be filed in the office of the County Recorder within six months after the approval.
 3. *No Public Dedication or Duty of Maintenance or Improvement.* The approval of a Final Plat is not considered an acceptance of any proposed dedication and does not impose on the City any duty regarding the maintenance or improvement of any dedicated parts until the appropriate municipal authorities make an actual appropriation of the dedicated parts by entry, use, or improvement.
 4. *Denial.* The denial of a Final Plat is considered a refusal by the City of the offered dedication indicated on the plat.”

SECTION 45: Section 1209.03 of the Planning and Zoning Code is hereby amended and supplemented to read as follows:

“24-Hour Operation Adjacent to a Residential District or Use means a business that operates any time after 10:00 PM or prior to 5:00 AM.

Automotive Body and Major Repair means any land, building, structure, or premises used for the general repair, rebuilding, reconditioning, body or fender work, framework, painting, coating, or the replacement of parts to automobile passenger vehicles.

Contractor Service, Equipment, and Storage Yard means any land or buildings used primarily for the storage of equipment, vehicles, machinery (new or used), building materials, paints, pipe, or electrical components used by the owner or occupant of the premises in the conduct of any building trades or craft. This may also include landscaping and building maintenance facilities. This does not include uses exclusively for contractor offices and showrooms.

Educational Facilities Use Category means a public and civic use category characterized by public and private schools at the elementary, middle, or high school level that provide basic academic education. Also includes colleges and other institutions of higher learning that offer courses of general or specialized study leading to a degree usually in a campus setting. Primary

and accessory uses included in this use category can be found in 3.03(D), *Public and Civic Use Categories*.

Restaurant, Drive-in means a restaurant which does not contain a dining room but where it is intended that patrons consume food within their vehicles while parked on the lot where the restaurant is located.

SECTION 46: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

CURRENT REGULATION		A/R/C	PROPOSED CHANGE	REASON FOR CHANGE	PDF PAGE #	COMPLETED?
1204.25(B)(2)	2. Size and Proportions. The square footage of changeable copy centers shall not exceed the maximum sign area permitted for that sign type within the zoning district where the proposed sign is to be located with the following requirements or limitations for the changeable copy	ADD	2. Size and Proportions. The square footage of changeable copy centers shall not exceed 35% of the maximum sign area permitted for that sign type within the zoning district where the proposed sign is to be located with the following requirements or limitations for the changeable copy:	Keep consistency with previous code.	292	Y
1204.25(B)(4)	b. Manual changeable copy message centers, including their frames, shall make up not more than 35 percent of the sign area. The balance of the sign area shall utilize permanently affixed letters or symbols.	REMOVE	STRIKE	Move regulation to 1204.25(B)(2) which covers both manual and electronic copy.	292	Y
1204.25(B)(2)	a. <i>Other Sign Types</i> . 25 percent of the sign area of a monument sign, pylon sign, or a menu board that is visible from a residential property or a public or private street.	CHANGE	a. <i>Other Sign Types</i> . 25 percent of the sign area of a monument sign, pylon sign, or a menu board that is visible from a residential property.	Impractical.	293	Y
1202.05(A)	A. Purpose. The district concentrates a compatible mix of residential, commercial, retail, service, live-work uses, and open spaces, together with certain governmental, educational, religious, recreational, and support uses.	CHANGE	A. Purpose. The district requires a compatible mix of residential, commercial, retail, service, live-work uses, and open spaces, together with certain governmental, educational, religious, recreational, and support uses.	Provide clarity to the requirement for a mix of uses in the MU district.	49	Y
1207.29	A. Purpose. The purpose of a Preliminary Plat is to provide sufficient information to evaluate and review the general conceptual design of a proposed major subdivision to ensure compliance with the requirements of this PZC prior to the submittal of construction drawings and a final plat.	CHANGE	A. Purpose. The purpose of a Preliminary Plat is to provide sufficient information to evaluate and review the general conceptual design of a proposed major subdivision, meaning those creating more than five lots or the dedication of new streets or infrastructure, or major extensions of infrastructure , to ensure compliance with the requirements of this PZC prior to the submittal of construction drawings and a final plat.	Provide definition of major subdivision.	389	Y
1207.15(B)(1)	1. Full Site Plan. Full Site Plan review is required for: a. Expansions of existing nonresidential uses representing an increase in gross floor area of 25% or less of the existing building square feet and the associated increase in parking; Modifications to sites involving changes to landscaping, parking, or loading, not to include outdoor storage areas, without expansions to buildings; and All applications for a conditional use permit.	CHANGE	1. Full Site Plan. Full Site Plan review is required for: a. Expansions of existing nonresidential uses representing an increase in gross floor area of 25% or more of the existing building square feet and the associated increase in parking; b. Modifications to sites involving a 25% change or greater in landscaping, parking, or loading, or outdoor storage areas, without expansions to buildings; and c. All applications for a conditional use permit; d. All development, changes in a site, or changes in use that are not exempt from site plan review below.	Correction.	379	Y
1207.15(B)(2)	N/A	ADD	2. Exemptions. Permit and related plan review are required for all other development and as outlined in 1207.14.	Correction.	379	Y
1203.07(F)(10)	N/A	ADD	d. Outdoor storage areas shall be required to be located on a paved solid surface of asphalt or concrete. Gravel surfaces are prohibited.	Provide clarity to the requirement for solid surface.	160	Y
1207.28(B)	Any party aggrieved by or alleging an error in a final decision of the City Council or Board of Adjustment may appeal to a court of competent jurisdiction within a timeframe established by the court.	CHANGE	Any party aggrieved by or alleging an error in a final decision of the City Council or Board of Zoning Appeals may appeal to a court of competent jurisdiction within a timeframe established by the court.	Correct name of board.	388	Y
1207.28(B)	Any party aggrieved by or alleging an error in a final decision of the Planning and Zoning Commission may appeal to the City Council within 30 calendar days of the Planning and Zoning Commission's decision.	CHANGE	Any party aggrieved by or alleging an error in a final decision of the Planning Commission may appeal to the City Council within 30 calendar days of the Planning Commission's decision.	Correct name of board.	388	Y
1201.06(F)(3)	Approved Planned Unit Developments (PUDs). Planned Unit Development site plans approved prior to the effective date of this PZC are governed according to the express terms and conditions of each agreement, unless expressly repealed or modified as provided in Section 1207.20.	CHANGE	3. Approved Planned Unit Developments (PUDs). Planned Unit Development agreements approved prior to the effective date of this PZC are governed according to the express terms and conditions of each agreement, unless expressly repealed, revoked , or modified as provided in the PZC.	Remove incorrect code section reference.	10	Y
1203.06(P)(3)	All equipment related to the operation of a lower and any other wireless telecommunications facility structure subject to this Section	CHANGE	All equipment related to the operation of a tower and any other wireless telecommunications facility structure subject to this Section	Correct spelling of "tower".	143	Y
1203.06(T)	Minor Modification. Any repair, antenna modification, height modification that does not exceed the maximum permitted, ground equipment additions within the screened area as required in Section 1204.23(B)(5), and minor structure additions may be approved by the Director and shall be required to submit an application for zoning permit.	CHANGE	Minor Modification. Any repair, antenna modification, height modification that does not exceed the maximum permitted, ground equipment additions within the screened area as required in this section , and minor structure additions may be approved by the Director and shall be required to submit an application for zoning permit.	Remove incorrect code section reference.	145	Y
1204.03(D)	1204.03(D)(4-14)	CHANGE	Numbering runs 4-14 and should run 1-11.	Numbering runs 4-14 and should run 1-11.	178	Y
1203.04(G)(3)	Retail Fuel Station.	CHANGE	Retail Fuel Sales.	Make name consistent with Primary Use Table.	128	Y
1203.04(G)(3)	Retail Fuel Station.	CHANGE	Retail Fuel Sales.	Make name consistent with Primary Use Table.	129	Y
Table 1204.10-1	Retail Fuel Station.	CHANGE	Retail Fuel Sales.	Make name consistent with Primary Use Table.	243	Y
Table 1203.02-1	Primary Use Table, Retail Fuel Sales	CHANGE	Prohibit in HC	Make consistent with previous code.	103	Y

1207.14	N/A	ADD	B. Applicability 1. Limited Uses. Ensure that a use designated as a limited use in Table 1203.02-1, Primary Use Table, complies with the requirements of this PZC, including 1203.04, Limited Use Standards. 2. Nonconformities. Identify a lot, building, structure, use, sign, or another site element as a legal nonconforming. A copy of such permit shall be kept on file in the offices of the Director. 3. New Development a) New single-family and two-family residential dwellings; b) The internal construction or change in floor area of a nonresidential development that does not increase gross floor area, increase the intensity of use, or affect parking requirements on a site that meets all development and site design standards of this code; c) Expansions of existing nonresidential uses representing an increase in gross floor area less than 25% of the existing building square feet and the associated increase in parking; d) A change in use of a nonresidential building; e) Modifications to the façade of any nonresidential building for compliance with Section 1204.07; f) Modifications to sites involving less than 25% increase to landscaping, parking or loading without expansions to buildings; g) Accessory structures and uses; and h) Temporary structures and uses;	Correction.	378	Y
1204.07(B)	N/A	ADD	Add Section for Accessory Structures.	Clarification language.	204	Y
Table 1204.26-3	Maximum Sign Area for HC and GC; 400 ft. of street frontage = 100 SF > 400 ft. of street frontage = 150 SF	CHANGE	60 SF	Make consistent with previous code.	306	Y
Table 1204.26-3	1. Freestanding signs may be placed a minimum of three feet from the building-side edge of a sidewalk.		1. Freestanding signs must be placed a minimum of three feet from the building-side edge of a sidewalk.	Clarification language.	312	Y
1203.05(G)(1)	Place of Public Assembly. The use shall not exceed 8,500 square feet.	CHANGE	The height of the main structure of a religious place of worship or any other building shall comply with restrictions of the applicable district with the exception of a steeple or tower, which may not exceed 75 feet in height.	Make consistent with previous code.	135	Y
1204.19(E)	1. Street trees shall be required on all frontages, except interstate frontage and alleys, for all subdivisions, new sites or development, and expansions of sites or developments.	CHANGE	1. Street trees shall be required on all public and private frontages, except interstate frontage and alleys, for all subdivisions, new sites or development, and expansions of sites or developments.	Make consistent with earlier sections of code.	275	Y
1204.19(E)	3. Street trees shall be required along both sides of all streets, planted 40 feet on center in the public right-of-way (tree lawn).	CHANGE	3. Street trees shall be required along both sides of all streets, planted 40 feet on center in the tree lawn .	Make consistent with earlier sections of code.	275	Y
1204.19(E)	N/A	ADD	6. Street tree placement may be subject to setback requirements from the curb, sidewalk, driveway, and other utilities. Such restrictions shall be established in a document maintained by the Development Department.	Clarification language.	277	Y
1207.32(C)	N/A	ADD	4. City Standards. Required improvements are constructed to City standards and have passed all required inspections.	Clarification language.	391	Y
1203.05(G)(13)	N/A	ADD	13. Restaurant, Drive in a. Setback. All structures and activity areas, except off-street parking, shall be set back a minimum of 50 feet from all lot lines.	Make consistent with Primary Use Table.	131	Y
Table 1203.02-1, others	Drive thru/Drive in Restaurant	CHANGE	Drive-in Restaurant	Create standalone use and definition.	104	Y
1209.03	Restaurant, Drive-Through or Drive-in means a public eating and drinking establishment that, in addition to providing service inside the restaurant, also provides services to customers in vehicles who either drive up to a window or station or drive through to the building for purchases. Take-out only restaurants are not included this definition.	CHANGE	Restaurant, Drive-in means a restaurant which does not contain a dining room but where it is intended that patrons consume food within their vehicles while parked on the lot where the restaurant is located.	Remove "drive through restaurant" language.	427	Y
1207.06(B)	By the Applicant After Public Notice. A request for deferral of consideration of an application received by the Director after any required shall be considered as a request for a continuance of the public meeting or hearing, and may only be granted by the development review body holding the meeting or hearing.	CHANGE	By the Applicant After Public Notice. A request for deferral of consideration of an application received by the Director after any required notice shall be considered as a request for a continuance of the public meeting or hearing, and may only be granted by the development review body holding the meeting or hearing.	Add the word "notice" to complete the sentence	367	Y
1205.06(A)	The subdivider shall install sidewalks along public and private collector level and higher streets prior to acceptance of subdivision improvements. This requirement applies to all land uses and street classifications, except as modified in this Section.	CHANGE	The subdivider shall install sidewalks along public and private streets prior to acceptance of subdivision improvements. This requirement applies to all land uses and street classifications, except as modified in this Section.	Remove "collector level and higher"	344	Y
1203.07(F)(11)	1203.07(F)(11) Porches and Decks.	CHANGE	Move to 1203.07(E) Standards for Residential Accessory Structures or Uses.	Belongs as primarily residential use.	160	Y
1203.05(H)	N/A	ADD	1203.05(H)(6) Self-Storage Facilities Uses.	Pull from old code.	137	Y
1203.07(F)	N/A	ADD	1203.07(F)(12) Roadside Stands.	Pull from old code.	162	Y
Table 1203.07-1	N/A	ADD	Add "Satellite Dishes" to accessory use table	Make consistent with Limited Use Standards.	147	Y
Table 1204.26-3	N/A	ADD	2. All freestanding signs shall be located in a mulched and landscaped area that includes a variety of plant types or bushes and is equal to or larger than the total sign area of the applicable sign. Such landscaped area may be an area already used to fulfill Article 04.05 Landscaping, Screening, and Buffering.	Pull from old code.	296	Y
1203.07	N/A	ADD	4. Location. Be located in the rear yard unless specific additional requirements permit other yards; The Director may grant an exception to location on through lots that have two front yards (i.e. State Route 63) for the area that functionally serves as the rear yard, subject to any provisions that may be imposed to ensure the surrounding character and privacy of the neighboring lots are preserved.	To offer the same flexibility already provided for fences.	146	Y
1204.17	N/A	ADD	Sidewalks, at least eight feet in width, shall be provided along any facade featuring a customer entrance, and along any facade abutting parking lots. At all times, such sidewalks shall maintain a clear pedestrian passage equal to the width of the sidewalk.	Pull from old code.	269	Y
Figure 1204.17-1	Figure 1204.17-1, Cross Access	CHANGE	Figure 1204.17- 2 Cross Access	Correct numbering error.	272	Y
Table 1203.02-1, Primary Use Table	24- Hour Operation Adjacent to a Residential District or Subdivision	CHANGE	24- Hour Operation Adjacent to a Residential District or Use	Change name of use	103	Y

Table 1203.02-1, Primary Use Table	24- Hour Operation Adjacent to a Residential District or Subdivision, Public and Civic Use Categories	REMOVE	N/A	Not necessary for most public and civic use types	103	Y
1209.03 Definitions	24- Hour Operation Adjacent to a Residential District or Subdivision	CHANGE	24- Hour Operation Adjacent to a Residential District or Use	Change name of use	410	Y
Table 1203.03-1, Primary Use Table	Contractor Yard	CHANGE	Contractor Service, Equipment, and Storage Yard	Change name of use	103	Y
1203.07(F)	Agricultural Buildings, If directly adjacent to a residential zoning district, the minimum setback for all livestock uses, such as agricultural livestock buildings or pasturing areas shall be 50 feet.	REMOVE	N/A	Redundant. Same as 1203.07(F)(2)(iii)	156	Y
1203.04(E)	Setback. If the use is abutting a residential zoning district, the minimum setback for all activities shall be at least 50 feet.	CHANGE	Setback. If the use is abutting a SR, NC, GR, or UR zoning district or residential use , the minimum setback for all activities shall be 50 feet.	Correction.	126	Y
Table 1204.20-1	Front Yard Landscaping	ADD	This landscaping may be used to fulfill the perimeter landscaping requirement.	Pull from old code.	280	Y
Table 1207.10-1	Final Plat	ADD	Submittal Timing- Following approval of a preliminary plat and completion of improvements	Clarification language.	378	Y
1207.32(A)	A. Purpose. The purpose of a Final Plat is to implement the approved preliminary plat for a major subdivision, meet the technical requirements of the final plat, and to serve as the officially recorded map of the property to be developed, showing the boundaries, lots, public streets, easements, and other significant facilities and features that are necessary to serve the development.	ADD	A. Purpose. The purpose of a Final Plat is to implement the approved preliminary plat for a major subdivision, recognize the completion of required improvements of the associated construction plans, meet the technical requirements of the final plat, and to serve as the officially recorded map of the property developed, showing the boundaries, lots, public streets, easements, and other significant facilities and features that are necessary to serve the development.	Clarification language.	394	Y

RESOLUTION NO. 01-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN EMERGENCY WATER CONNECTION AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS.

WHEREAS, the Warren County Board of County Commissioners Water and Sewer Department is a regional water supplier capable of supplying surplus water to surrounding communities and jurisdictions; and

WHEREAS, the City owns, operates, and maintains a waterworks system, and proposes to obtain an emergency water service connection from the County through an existing interconnection and the construction of a second interconnection; and

WHEREAS, the County pursuant to Ohio Rev. Code §§ 307.15 and 6103.02 and 6103.21, et seq. has the authority to contract for the purchase from and sale of surplus water to the City; and the City pursuant to Ohio Rev. Code § 715.08 et seq. and the provisions of its ordinances, codes or charter, has the power to purchase from and sell surplus water to the County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to execute an Emergency Water Connection Agreement by and between the City of Monroe and the Warren County Board of County Commissioners pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

Exhibit "A" Res No. 01-2025

EMERGENCY WATER CONNECTION AGREEMENT

This is an agreement entered into on the dates stated below, for the purchase of water to meet emergencies, by and between **Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036** ("County"), and the **City of Monroe, 233 South Main Street, Monroe, Ohio 45050** ("City") an incorporated city whose boundaries are located partially within Warren County, Ohio.

WHEREAS, the County's Water and Sewer Department is a regional water supplier capable of supplying surplus water to surrounding communities and jurisdictions; and

WHEREAS, the City owns, operates, and maintains a waterworks system, and proposes to obtain an emergency water service connection from the County through an existing interconnection and the construction of a second interconnection; and

WHEREAS, the County pursuant to Ohio Rev. Code §§ 307.15 and 6103.02 and 6103.21, et seq. has the authority to contract for the purchase from and sale of surplus water to the City; and the City pursuant to Ohio Rev. Code § 715.08 et seq. and the provisions of its ordinances, codes or charter, has the power to purchase from and sell surplus water to the County;

NOW, THEREFORE, and in consideration of the mutual promises, covenants and agreements contained herein, the County and City, in a cooperative effort to provide each other with a source of domestic water to meet emergencies, hereby agree as follows:

Section 1. Purpose of the Agreement. In the event of an emergency, the parties shall buy and sell treated water to and from each other subject to the capacity of the selling party to provide the water requested and as provided for in this agreement. "Emergency" for purposes of this agreement, shall mean and include any situation arising from fire, flood, storm, breakdown of a system or non-potable condition of water in a system, or similar emergency condition causing an immediate threat to the life, health or property of the users of the water system experiencing the emergency.

Emergency purposes may also include inadequate water supply due to drought conditions where high customer demands exceed the capacity of the waterworks system. The sale and transfer of water during drought conditions shall be upon written request and subject to the capacity of the selling party to provide the water requested in its sole discretion.

This agreement is limited to the purchase and sale of water for emergency purposes only. The parties may enter into separate agreements in the future dealing with the sale of water by Warren County to the City of Monroe, for other purposes, but such agreements shall not affect this agreement.

Section 2. Notification. Whenever possible, the user shall inform the supplier 24-hours prior to water usage, allowing the supplier to make necessary system changes to supply the requested water. If prior notification is not possible the user shall inform the supplier immediately upon water usage. The user shall provide the supplier with meter readings or estimates of quantity used within 24-hours of the end of water usage.

Section 3. Supply Period. In no event, without the written consent of the entity providing water, shall the emergency provision of this agreement require providing such water to meet an emergency for a longer period than 30 days.

Section 4. Interconnections. Water shall be measured and/or estimated through two interconnections at the following location:

1. On Butler Warren Road at the location designated approximately 1900 feet south of Nickel Road an emergency water line interconnection will be installed. This main waterline interconnection will have a pipe diameter of 8 inches extending 110 linear feet. The interconnection will have an 8-inch pressure regulating valve (PRV), meter, and vault. Water usage through this connection shall be by metered connection and shall be billed based on metered usage. This emergency water connection will serve the Stonybrook development along Butler Warren Road and Kyles Station Road.

Grand Communities, LLC. ("developer") shall finance the construction of 100 feet of new 8-inch watermain extending from the County's current terminus to the proposed meter vault. Developer shall also purchase and install an 8-inch PRV, meter, and accompanying meter vault.

The City shall own, operate, and maintain 110 feet of new 8-inch watermain extending from the Warren County water system terminus to the proposed PRV vault. The PRV vault shall be maintained by the

City. Upon completion of the watermain the City shall maintain the sole right to serve customers located along the City's extended watermain.

Either party shall have the right to test the accuracy of the meter, at their own cost, upon written notification to the other party. The meter shall be repaired or replaced by the City should the meter test be inaccurate by more than 10%.

Each party, throughout the term of this Agreement, shall allow unrestricted access to the meter, PRV, and vault for the purpose of monitoring and operation of the equipment.

2. At the northwest corner of South Union Road and Navigator Way an emergency water line interconnection will be installed extending to the nearest Warren County water main. This main waterline interconnection will have a pipe diameter of 12 inches extending 100 linear feet. The interconnection will have a 12-inch pressure regulating valve (PRV), meter, and vault. Water usage through this connection shall be by metered connection and shall be billed based on metered usage. This emergency water connection will serve future development along South Union Road and Navigator Way.

The City shall finance the construction of 100 linear feet of new 12-inch watermain pipe extending from the County's current terminus to the proposed meter vault. The City shall also purchase and install a 12-inch PRV, meter, and accompanying meter vault.

The City shall own, operate, and maintain 110 feet of new 12-inch watermain extending from the Warren County water system terminus to the proposed PRV vault. The PRV vault shall be maintained by the City. Upon completion of the watermain the City shall maintain the sole right to serve customers located along the City's extended watermain. Either party shall have the right to test the accuracy of the meter, at their own cost, upon written notification to the other party. The meter shall be repaired or replaced by the City should the meter test be inaccurate by more than 10%.

Section 5. Compensation. The entity using water from the interconnection shall compensate the supplier at the supplier's customer water usage rate in effect at the time of said usage. The supplier shall invoice the user, and the user shall provide payment within 60 calendar days in accordance with the rate set forth above.

Section 6. Water Quality. Each entity shall provide the other with water of a quality satisfactory of the Ohio Environmental Protection Agency and of the same standards being furnished to its own customers. The City shall have no responsibility for the quality of water once it passes through an interconnection

into County's distribution system. The County, likewise, shall have no responsibility for the quality of water once it passes through an interconnection into the City's distribution system.

Section 7. Agreement Term. The term of this agreement shall be indefinite from the date the agreement was last executed by the parties.

Section 8. Termination. This agreement may be terminated by either party upon 60 days' written notice to the other party.

Section 9. Existing Waterworks. - The City and County shall continue to own, operate, and maintain their independent and separate waterworks, service their respective water customers, and extend and/or alter their respective waterlines and services within their water service areas. Nothing in this agreement shall be construed to alter or expand the service area or jurisdiction of any party to this agreement. Nor shall either party be required to violate the terms of any agreements relating to its respective service area or jurisdiction.

Section 10 - Rates. - Both the City and the County shall have the sole right to set consumer user rates for their respective water customers.

Section 11 - Previous Agreements. - This Agreement shall supersede all previous Agreements between these parties related to the emergency supply of water.

Section 12 - Future Modifications. - This Agreement may be modified or amended only by written instrument duly authorized and executed by both the City and the County.

Section 13 - Successors and Assigns. This agreement shall be binding on the successors and assigns of the parties. Neither party may assign or otherwise transfer its rights and obligations in this agreement without the written consent of the other party.

Section 14 - Amendment. This agreement may be amended in writing and executed by properly authorized representatives of both parties.

Section 15 - Controlling Law and Venue. This agreement shall be construed under the laws of the State of Ohio. The parties further stipulate to the venue for any disputes

and interpretation of this agreement shall be exclusively the Warren County Court of Common Pleas.

Section 16 - Validity. A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such part is wholly dependent for its operation upon the part declared invalid.

Section 17 - Execution.

CITY OF MONROE:

IN EXECUTION WHEREOF, the Council of the City of Monroe has caused this Agreement to be executed on the date stated below by Larry Lester, its City Manager, pursuant to Resolution No. 01-2025 dated January 14, 2025.

CITY OF MONROE

Larry Lester, City Manager

DATE: _____

Approved as to form:

CITY OF MONROE LAW DIRECTOR

Jack B. Hemenway, II. Law Director

WARREN COUNTY:

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by Shannon Jones, its President, on the date stated below, pursuant to Resolution No.

_____, dated

_____.

**WARREN COUNTY BOARD OF
COUNTY COMMISSIONERS**

Shannon Jones, President

DATE: _____

Approved as to form:

PROSECUTING ATTORNEY WARREN COUNTY, OHIO

By: David P. Fornshell

RESOLUTION NO. 02-2025

A RESOLUTION INSTRUCTING THE DIRECTOR OF FINANCE TO REQUEST AN ADVANCEMENT OF TAXES ASSESSED AND COLLECTED ON BEHALF OF THE CITY OF MONROE FROM THE AUDITORS OF BUTLER AND WARREN COUNTIES.

WHEREAS, the Auditors of Butler and Warren Counties collect certain taxes on behalf of the City of Monroe; and

WHEREAS, Council deems it in the best interest of the City to request an advancement of the taxes assessed and collected, payable in the maximum amounts as they become available, during the tax year ending December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The Director of Finance is hereby instructed to request an advancement of taxes assessed and collected on behalf of the City of Monroe from the Auditors of Butler and Warren Counties for the current tax year ending December 31, 2024. Said request shall call for the maximum amounts as they become available.

SECTION 2: This measure shall take effect and be in full force from and its passage pursuant to 7.08(C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

RESOLUTION NO. 03-2025

A RESOLUTION APPROVING A THEN-AND-NOW CERTIFICATE IN THE AMOUNT OF \$14,797 TO FROST BROWN TODD FOR PROFESSIONAL SERVICES RENDERED THROUGH NOVEMBER 30, 2024.

WHEREAS, the invoice was received prior to the purchase order being opened.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: A Then-and-Now Certificate in the amount of \$14,797 to Frost Brown Todd for professional services rendered through November 30, 2024.

SECTION 2: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

Vendor	Purpose	Amount	Departments Affected
Public Entities Pool	Property and Liability Coverage	\$ 180,000.00	All Departments
Tyler Technologies	Support/Update Licensing/Disaster Recovery	\$ 90,000.00	Finance
Enterprise FM Trust	Fleet Leases	\$ 335,000.00	All Departments
Hurst Kelly	2024 Annual Comprehensive Financial Report	\$ 37,500.00	Finance
Treasurer of State	2024 Audit Services	\$ 33,000.00	Finance
Bricker Graydon LLP	2025 Economic Development Legal Services	\$ 50,000.00	CMO/Economic Development
DSD Advisors LLC	2025 Legislative Services	\$ 30,000.00	CMO/Economic Development
Velecor	IT Service Agreement	\$ 85,000.00	All Departments
National Inspection Corporation	Building Services for 2025	\$ 400,000.00	Development
PRADCO	Pre-Employment Testing	\$ 25,000.00	City Manager's Office
NeoGov	HR Services	\$ 39,000.00	City Manager's Office
Frost Brown Todd LLC	Legal Services	\$ 82,550.00	All Departments
CDW Government, Inc.	Computer/Laptop Replacement	\$ 152,000.00	All Departments
Bradley Payne Advisors	Development and Incentive Services	\$ 30,000.00	City Manager's Office

RESOLUTION NO. 04-2025

A RESOLUTION AMENDING RESOLUTION NO. 60-2024 TO INCREASE THE BLANKET PURCHASE ORDER FOR PUBLIC ENTITIES POOL TO \$180,000 AND TO APPROVE BLANKET PURCHASE ORDERS FOR NEOGOV, FROST BROWN TODD LLC, CDW GOVERNMENT, INC., AND BRADLEY PAYNE ADVISORS AS RECOMMENDED BY THE DIRECTOR OF FINANCE AND THE CITY MANAGER.

WHEREAS, pursuant to the City's Purchasing Policies and Procedures, Council is required to approve blanket purchase orders.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: Council hereby approves the following blanket purchase orders for 2025:

Vendor	Amount Not to Exceed	Departments Affected
Public Entities Pool	\$180,000.00	All Departments
Tyler Technologies	\$ 90,000.00	Finance
Enterprise FM Trust	\$335,000.00	All Departments
Hurst Kelly	\$ 37,500.00	Finance
Treasurer of State	\$ 33,000.00	Finance
Bricker Graydon LLP	\$ 50,000.00	CMO/Economic Development
DSD Advisors LLC	\$ 30,000.00	CMO/Economic Development
Veleanor	\$ 85,000.00	All Departments
National Inspection Corporation	\$400,000.00	Development
PRADCO	\$ 25,000.00	City Manager's Office (CMO)
NeoGov	\$ 39,000.00	CMO/Human Resources
Frost Brown Todd LLC	\$ 82,550.00	All Departments
CDW Government, Inc.	\$152,000.00	CMO/IT
Bradley Payne Advisors	\$ 30,000.00	CMO/Economic Development

SECTION 2: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

RESOLUTION NO. 05– 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND COMCATE FOR CODE ENFORCEMENT SOFTWARE.

WHEREAS, the City's existing software is limited on the ability to effectively provide and track code enforcement activities.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and Comcate for code enforcement software. The terms and conditions of said agreement are set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

Dec 20, 2024

Tom Smith
Director of Development
Monroe, OH
233 S Main Street
P.O. Box 330
Monroe, OH 45050-0330

Dear Tom,

Re: Business Agreement to Implement Technology

At Comcate, we believe in empowering public agencies.

We do this by creating solutions that are simple to use, easy to implement, configurable, accessible, and affordable. Our philosophy, which guides every action we take, centers on helping public agencies solve problems through technology.

Comcate was founded in 2000 with the help of retired City managers and Silicon Valley technologists. With close access to the customer base, our team developed software exclusively for public agencies. We have signed over 300 agreements with public agencies and have over 25,000 public agency staff users across the United States.

Focus

Comcate is entirely focused on improving the efficiency and effectiveness of public agencies with affordable and easy to use web-based software. We are motivated to meet the specific needs of each of our clients. Our client base will testify to our dedication, motivation and initiative to accommodate each of their individual needs.

No Hardware or Software to Install

Comcate hosts all data at a secure facility with robust network and power redundancies and round-the-clock system monitoring. The Agency does not have to purchase any new hardware or software.

Customer Support

We are prepared to dedicate the full support of our staff into the configuration of the application and the tailoring of its implementation. You will have a dedicated Project Manager assigned to your implementation to guide you through each step of the process, with direct phone and email access and full-time customer support.

Simple to Use, Easy to Implement

We are dedicated to understanding your Agency's workflow, and count the number of steps needed to complete an action and tirelessly work to minimize them. We constantly incorporate user feedback into our applications. As a result, Comcate has been recognized by users for its intuitive and easy to use design.



To accept the Agreement, please sign below. As soon as we receive the signed Agreement, we will schedule the implementation kick-off phone call.

We look forward to hearing from you and are available to answer any questions to help facilitate this process.

Very truly yours,

David W. Richmond, President

APPROVED:

Name in Print: _____ Title: _____

Signature: _____ Date: _____

Name in Print: _____ Title: _____

Signature: _____ Date: _____

Agreement Effective Date: Dec 20, 2024

Description of Software (defined as the “Technology”) to be Provided

We believe that the following solutions are a great fit to help the Agency achieve its goals.

Code Enforcement Manager was designed with the guidance of Code Enforcement Officers, Supervisors, and Department Heads. It empowers Code Enforcement Officers and Agency Staff, by giving them a solution that is simple to use, easy to implement, configurable, accessible, and affordable.

HIGHLIGHTS

- Automate case management
- Access, track and manage municipal code violations
- Tablet Compatible
- Attach photos and videos
- Schedule follow-ups and receive automatic reminders
- Track violations by parcel
- Print reports and notices automatically



GIS Enterprise: Enables integration with GIS server data to provide map-based visualization, address verification for cases, and tabular reports of activity by neighborhood. Property attributes such as ownership information and CDBG eligibility are automatically populated, while map layers can be applied to display location-specific information such as zoning & council district.

Implementation Timeline and milestones for deliverables

Comcate's standard implementation program is flexible. By your request we can conduct the process on a fast track basis to meet the Agency's needs and include the following actions and meetings.

Major Tasks	Sub Tasks
Pre-project Needs Assessment	- Meet with Agency to clarify and confirm integrations, customizations and phases of the project
Execute Agreement	- Receive signed agreement
Initial Call and Identification of Project Lead with the Agency	- Review implementation process - Identify project team - Schedule kick-off meeting
Kick-Off Meeting	- Comcate introduction - Review project scope and timeline - Demo application to implementation team - Prepare for needs assessments
Needs Assessment	- Review staff workflow - Propose implementation configuration
Product configurations	- Identification of configuration data - Customization of notices and/or templates - Review and Sign off of configuration data
Trainings	- Role based training: power submitter, case managers, agency heads, agency manager - Role based training for front-line staff
Soft Launch!	- Go Live!
Follow up Training	- Separate follow up training sessions
Project Wrap Up	- Debriefing with project lead, Agency manager and other appropriate participants

Ongoing Support and Services

We view every client relationship as a long term partnership. During implementation you will be introduced to several members of our experienced and capable in-house customer support staff.

We maintain hours necessary to support our clients. Currently, our customer service technicians operate during normal business hours from 5:00 am to 5:00 pm PST Monday through Friday.

Comcate is required to uphold the following performance standards and response times in the Service Level Table in order to be considered in compliance with its contract:

Comcate shall make arrangements for the technology to be accessible by the Agency's Staff and public users 99.8% of the time, not counting scheduled maintenance for users of Comcate's ASP service.

Service Level Table

Level	Description	Response Time	Means of Contact
First	Software System Inoperable	Response within 3 hours	Telephone, email, pager/mobile phone
Second	Significant operating issues but application still operating	Response with 6 hours	Telephone, e-mail
Third	Application not functioning as designed but still operating successfully	Response with 18 hours	Telephone, e-mail
Third	Non-critical problems for which a solution is	These issues will be addressed as part of the product development cycle	Telephone, e-mail

Support includes the following:

- 1) Trouble-shooting at Comcate's facilities
- 2) Establishment of an FAQ for customers
- 3) On-line help windows

Example of on-line help windows can be provided upon request.



Training

Comcate's training goal is to have staff users up and running on the application during their initial training session.

Comcate has developed its role-based training program by continuing to learn from our hundreds of existing client implementations. Training sessions are organized to be completed in less than an hour, as longer sessions often result in attendees' attention span waning. The session is organized like a story: we start with an introduction about Comcate, the application and project background, then discuss the reason for the implementation, any internal breakdowns that have been identified, and concerns of management.

This provides an opportunity to highlight how our software addressed similar concerns at other agencies. After this discussion, we have provided a brief product demonstration, which provides background to move into the primary, usage-based part of the training.

We found the best result is to have people start using the application as soon as possible. During this period we have staff log-in, create and manage cases, assign tasks and, as appropriate, perform activities that are appropriate for their role. We make this fun and develop stories about requests that are relevant and humorous to those attending the training.

We provide each attendee with a personalized user summary (cheat sheet) which they can take back to their desk. This includes all the information they need to access the application, get answers to common questions and contact Comcate's customer support if necessary. After the training your Project Manager will monitor and track the cases to ensure that all staff members feel comfortable with the application and that the Agency is ready to go live.

Post-implementation training sessions are also included in our proposal. We have found these are valuable by providing staff an opportunity to ask specific questions after they have had a chance to work with the application.

Additional Training (in-person or web-based) can be accommodated at the Agency's request.

Investment Summary

Total Year One Investment in Comcate's software consists of two components: 1) the one-time **Implementation Fee** which includes initial configurations, customizations and web-based training, and 2) the **Annual License Fee** which includes on-going support, upgrades and hosting. Starting in the second year, the Annual License Fee will be adjusted by a COLA increase not to exceed 5% per year.

Investment

Annual Investment
Core Products

Product	One-Time Implementation Fee	Annual License Fee	Total Year One Investment
Code Enforcement Manager	\$ -	\$ 2,000	\$ 2,000
GIS Enterprise	\$ 1,900	\$ 2,800	\$ 4,700
Total	\$ 1,900	\$ 4,800	\$ 6,700

- One Full-Edit License for Code Enforcement Manager.
- Unlimited Customer Support
- Software enhancements and maintenance.
- Full implementation support including project management, training, and configurations.





Addendum to Business Agreement

This Addendum to Business Agreement ("Addendum") is made as of the Effective Date between Comcate Software, Inc. ("Comcate"), a California corporation, and the client (the "Agency").

Method of Compensation. The Agency shall promptly review invoicing and notify Comcate of any objection thereto in writing within fifteen (15) business days of receipt of the invoice, and absent such objection, the invoice shall be deemed proper and acceptable, and shall be payable within thirty (30) days of receipt by the Agency. Total Year One Investment to be invoiced upon execution of this agreement.

Ownership of Agency's Data. All data and databases are owned by the Agency and all data, including but not limited to all notes, digital pictures, notices generated by the use of the Technology provided shall be and remain the sole property of the Agency. Upon termination of the Agreement, Comcate will promptly return all of the Agency's Data in the possession of Comcate. Comcate will not use the Agency's data without the express written consent of the Agency.

Initial Configuration, Technical Support, Web-based Training, Maintenance, Enhancements and Updates, Support Services.

- (a) Comcate will design "initial configurations" of Technology which can be accomplished through Setup tabs, including such items as violations, municipal codes, employee accounts, logos, and the like. Initial configurations are deemed completed as of the first day Technology is accessible by the Agency.
- (b) Comcate will provide routine technical support training with respect to the use of Technology.
- (c) Comcate shall provide up to eight (8) hours of free web-based training on use of Technology.
- (d) Comcate will also provide whatever routine maintenance, trouble shooting and repairs as are necessary to ensure Agency's access to Technology and the Agency's Data.
- (e) Except to the extent that upgrades of Technology include new modules or features not previously offered as part of Technology as of the date hereof, Agency is entitled to maintenance upgrades of Technology within the cost of the Agreement.
- (f) All support services shall be provided during Comcate's normal business hours telephonically, via e-mail or via web conference connection. Comcate will provide "help pages" to assist the Agency utilize Technology.
- (g) GIS data provided in connection with implementation of Technology will be updated annually as part of the service.
- (h) In connection with the delivery of any of the services described in the Agreement, Comcate shall also be reimbursed for only actual pre-approved out-of-pocket expenses, such as travel, meals, overnight delivery service, web demo costs, long distance telephone calls, copying charges, and the like.



Acknowledgments.

- (a) The Agency expressly acknowledges that the Agency is solely responsible for any use of the Technology, and such use will be entirely at Agency's own risk. Agency agrees that the Technology shall not be used for or in connection with any illegal purpose (including but not limited to intellectual property infringement, fraud or defamation).
- (b) Comcate acknowledges that it will "host" the Technology and agrees that it will backup data and take appropriate measures to protect and store Agency's Data.
- (c) Comcate acknowledges that it shall maintain access rights to the Agency's Data and shall secure such data.

Term: Right of Termination

The Initial Use Term of the Agreement shall commence on the Effective date hereof and continue for 365 days. Thereafter, unless Agency notifies Comcate in writing at least 30 days in advance of each scheduled expiration date that Agency elects not to renew, the Agreement shall automatically renew for a period of 365 days.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

RESOLUTION NO. 06-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPLY FOR ANY AND ALL GRANT FUNDS; PROVIDED THAT ACCEPTANCE OF ANY GRANT FUNDS, INCLUDING MATCHING FUNDS, MUST BE SPECIFICALLY APPROVED BY COUNCIL.

WHEREAS, opportunities to apply for grant funds occur at various times throughout the year; and

WHEREAS, a general authority to apply for funds will provide for adequate timing of applying for grants with Council approval.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager or designee is hereby authorized to apply for any and all grant funds; provided that acceptance of any grant funds, including matching funds, must be specifically approved by Council.

SECTION 2: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08(C) of the Charter

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

RESOLUTION NO. 07-2025

A RESOLUTION EXPRESSING COUNCIL'S INTENT FOR THE SALE OF PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE OR IS OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED BY INTERNET AUCTION.

WHEREAS, personal property, including motor vehicles acquired for the use of municipal officers and departments, and road machinery, equipment, tools, or supplies, becomes obsolete, unfit for the use for which it was acquired, or no longer needed for public use; and

WHEREAS, Council desires to sell said personal property by internet auction to generate more revenue for the City and to make items available to a larger community of potential buyers.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: Council hereby expresses its intent to sell personal property, including motor vehicles acquired for the use of municipal officers and departments, and road machinery, equipment, tools, supplies, confiscated vehicles and property, and items obtained through law enforcement investigations, which is not needed for public use, or is obsolete or unfit for the use for which it was acquired, by internet auction.

SECTION 2: The personal property as referenced in Section 1 shall be sold using the internet auction site <http://www.govdeals.com>. The number of days for bidding on the personal property shall be for ten days, including Saturdays, Sundays, and legal holidays. The City Manager or designee shall have the option to place a minimum bid on any item, establish any other terms and conditions for the particular sale, including requirements for pick-up or delivery and method of payment. Items shall be sold to the highest bidder.

SECTION 3: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08(C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

November 21, 2024

Gary Morton, Director of Public Works
City of Monroe
233 S. Main St.
P.O. Box 330
Monroe, OH 45050

RE: BUT Monroe Ped Project FY 2026 (PID 119765)

Dear Mr. Morton:

O.R. Colan Associates (ORC) is pleased to submit a price proposal on the above-mentioned project. The proposal includes Five (5) Value Analysis Reports, One (1) Value Finding Report, One (1) Land Only Narrative Report, Six (6) Full 42 Year Title Reports, Two (2) Abbreviated Title Reports, Eight (8) Negotiations, Two (2) Informal Closings and Six (6) Informal Closings. Parcel 15-WD is shown on the plans as being owned by the City of Monroe and is assumed to be a donation. No appraisal cost was included in for this parcel, however title, negotiation, and closing will still need to be completed.

This proposal is based on preliminary information provided to us by Lindsey Kieres on 11/8/2024. Should scope changes occur, we reserve the right to submit a Contract Modification for approval. Further, ORC reserves the right to use a sub-consultant for any task at its sole discretion.

ORC has included Three (3) RE 95 form and Two (2) Mortgage Releases. The final count will not be able to be determined until the completion of the appraisal scoping meeting and/or the title reports. Any items not needed will not be completed or invoiced. If an Abbreviated Title Report is required to be researched to 42 years or beyond to find root deed, it will be invoiced at the rate of a full 42 Year Title Report. These fees are valid for calendar years 2024 and 2025.

O. R. Colan can begin upon receiving a notice to proceed and the receipt of final ROW plans and legal descriptions. If you require any additional information, please do not hesitate to contact me at 843-441-3151.

Respectfully,



Jayson Gardner
Project Manager

RW ACQUISITION SERVICES COST PROPOSAL

Company Name: O.R. Colan Associates

District: 8

Date: 11/21/2024

PID NO.: 119765

Task No.: 1

Project CRS: BUT Monroe Ped Project FY 2026

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
1. Project Management - line items found in sections below	parcel			
2. Appraisal				
a. RE 95 Preparation	parcel	3	\$400.00	\$1,200.00
b. R/W Appraisal Report (RE 25-17)	parcel			\$0.00
c. Limited Scope R/W Appraisal Report (RE 25-17) (pcl 3)	parcel	1	\$3,750.00	\$3,750.00
d. Value Finding (RE 90) (Pcl 10)	parcel	1	\$2,250.00	\$2,250.00
e. Value Analysis (Pcls 5,6,12,14,16)	parcel	5	\$1,000.00	\$5,000.00
f. Project Data Book	parcel			\$0.00
g. Project Management	parcel	7	\$250.00	\$1,750.00
SECTION SUBTOTAL				\$13,950.00
3. Appraisal Review				
a. R/W Appraisal Report(RE 25-16)	parcel			\$0.00
b. Limited Scope R/W Appraisal Report (RE 25-16)	parcel			\$0.00
c. Value Finding (RE 25-14)	parcel			\$0.00
d. Value Analysis (RE 25-13)	parcel			\$0.00
e. USPAP Review (RE 25-12)	parcel			\$0.00
f. Parcel Impact Note	parcel			\$0.00
g. Appraisal Problem Analysis	parcel			\$0.00
h. Project Management	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
4. Title Researches				
a. Abbreviated Titles	parcel	6	\$525.00	\$3,150.00
b. Full Title (42 year)	parcel	2	\$975.00	\$1,950.00
c. Title Update	parcel			\$0.00
d. Project Management	parcel	8	\$250.00	\$2,000.00
SECTION SUBTOTAL				\$7,100.00
SECTION TOTAL				\$21,050.00

Table split for Federal Authorization for Right of Way Acquisition

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
5. Negotiation				
a. Negotiation (includes letters, packets, negotiations, billings, document preparation, plan revision coordination, etc.)	parcel	8	\$1,150.00	\$9,200.00
b. Negotiation-package submission	parcel	8	\$1,150.00	\$9,200.00
b. Bill of Sale Negotiation	Per BS Parcel			\$0.00
c. Negotiation Trainee	parcel			\$0.00
d. Project Management	parcel	8	\$250.00	\$2,000.00
SECTION SUBTOTAL				\$20,400.00
6. Closings				
a. Mail Out	parcel	2	\$525.00	\$1,050.00
b. Formal (includes forms RE 30, 31, 44, 45 & 57 and etc.)	parcel	6	\$800.00	\$4,800.00
c. Formal - structure parcels	parcel			\$0.00
d. Title Update for Appropriation	parcel	0	\$300.00	\$0.00
e. Mortgage Release	per release	2	\$400.00	\$800.00
f. Project Management	per release	8	\$250.00	\$2,000.00
SECTION SUBTOTAL				\$8,650.00
7. Relocation Assistance Services				
a. Residential offer made	parcel			\$0.00
b. Residential final billing	parcel			\$0.00
c. Commercial Offer made	parcel			\$0.00
d. Commercial final billing	parcel			\$0.00
e. Personal Property final billing	parcel			\$0.00
f. Pre-Acquisition Survey/Interview	parcel			\$0.00
g Pre-Acquisition Report	parcel			\$0.00
Project Management for h Relocation/Relocation Review	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
8 Relocation Review				
a. Residential Review	parcel			\$0.00
b. Commercial Review	parcel			\$0.00
c. Personal Property Review	parcel			\$0.00
d. Project Management	parcel			\$0.00
SECTION SUBTOTAL				\$0.00

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
9. Asbestos				
a. Collection/Reporting	parcel			\$0.00
b. Testing	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
10. Miscellaneous				
a. Red Books	parcel			\$0.00
b. Meetings and Testimony for appropriations	parcel			\$0.00
c. Property Management	parcel			\$0.00
d. Specialty Appraisal Studies (Parking, Rent, Architectural etc.)	parcel			\$0.00
e. Copies and Recording fees (reimbursable based on actual cost for Titles and Closings - receipts necessary)	parcel	8	\$125.00	\$1,000.00
f. R/W Cost Estimate (RE-101)	parcel			\$0.00
SECTION SUBTOTAL				\$1,000.00
SECTION TOTAL				\$30,050.00
GRAND TOTAL				\$51,100.00



December 10, 2024

Lindsey Kieres, Engineering Director
Goodhue Consulting
9191 Glenridge Boulevard
Centerville, Ohio 45458

**RE: BUT Monroe Ped 2026 PID 119765
Environmental Design Group No. 24-00726-01P**

Dear Ms. Kieres,

Environmental Design Group is pleased to submit our proposal for professional services ("Services") in response to our conversation on December 2, 2024, for the associated fee and conditions as attached. If this proposal is satisfactory, you may authorize Environmental Design Group to proceed by returning one (1) signed copy to us.

If a contract is not fully executed between the Client and Environmental Design Group, LLC, this project will operate under Environmental Design Group's Standard Terms and Conditions.

If there is a need for clarification or if changes in contractual arrangements are desired, please contact me at 330-375-1390. We look forward to working with you and appreciate your business.

Sincerely,

R. Douglas Briggs, P.E., P.S. | dbriggs@envdesigngroup.com | 513-519-1756
Director

Enclosures:
Exhibit A: Scope of Services, Fee, & Assumptions
Exhibit B: Contract

ACCEPTANCE BY CLIENT

I / We hereby authorize Environmental Design Group to perform the services as outlined above and accept the terms listed. Please sign, fill out AP information, and return one (1) copy to our office via email.

Signature

Print

Date

Special Instructions: _____

CORPORATE

450 Grant Street / Akron, OH 44311
P 330.375.1390 / F 330.375.1590
TF 800.835.1390

COLUMBUS OFFICE

7965 North High Street, Suite 050
Columbus, Ohio 43235

CLEVELAND OFFICE

2814 Detroit Avenue
Cleveland, Ohio 44113

MARIETTA OFFICE

204 Front Street
Marietta, Ohio 45750

MASON OFFICE

5390 Courseview Drive, Suite 2
Mason, Ohio 45040
Mailing / PO Box 159
South Lebanon, Ohio 45065

NEWARK OFFICE

33 West Main Street, Suite 206-A
Newark, Ohio 43055

envdesigngroup.com

The community impact people.

CIVIL ENGINEERING / LANDSCAPE ARCHITECTURE / PLANNING / SURVEYING / ENVIRONMENTAL SERVICES / CONSTRUCTION MANAGEMENT

BUT Monroe Ped 2026 PID 119765
24-00726-01P
December 10, 2024
Page 2

We will be sending invoices and payment reminders via e-mail. By sending these documents via email, we can ensure each includes the information you require. Please provide the following information:

AP Contact _____

AP Email _____

AP Phone _____

Email an additional copy of the Invoice to:

1. _____

2. _____

We accept all major credit cards for payment of services. A 4% service charge will be applied at the time of payment. Payments can be submitted directly over the phone by calling 330-375-1390 or securely through our payment portal on our website (envdesigngroup.com). Please have the following information readily available when processing payment: Client Name, Invoice Number, Project Number, Total Amount, and credit card information.

PROJECT UNDERSTANDING

The project is located in the City of Monroe, Ohio. Our proposed scope of services is outlined below, and we have also included a list of assumptions and exclusions that will help clarify the intended scope of work, both for you and for Environmental Design Group.

SCOPE OF SERVICES

The services to be performed by Environmental Design Group in accordance with this proposal are as follows:

Right of Way Acquisition Services for BUT Monroe Pedestrian Project, FY 2026 PID 119765

Environmental Design Group will provide Right-of-Way acquisition services for up to eight (8) parcels for the Monroe Pedestrian Project FY 2026, PID 119765. These services will include title research, appraisal, negotiation, and closing. Appraisal review will be provided by others.

Our cost proposal is based on the assumption that Environmental Design Group will receive from Goodhue Consulting and the City of Monroe the following information on the dates as listed in ELLIS Milestones:

- Environmental document approval
- Complete Right-of-Way Plans
- Right-of-Way Authorization

Environmental Design Group services to be performed include:

- Project Management
- Appraisal Services
- RE-95s as needed
- Title Report Research and Preparation
- Negotiation for Easements and Warranty Deeds
- Closings

The Ohio Department of Transportation's standard Scope of Services for Real Estate Services will be used. All acquisitions performed on behalf of the City of Monroe will meet the requirements of the Uniform Act, 49 CFR Part 24, Chapter 163 of the Ohio Revised Code, and Section 5501:2-5-06 of the Ohio Administrative Code, the Real Estate Manual as promulgated by ODOT's Office of Real Estate, and any other applicable law, rule, and regulation. Billing packets will be provided in the format requested by the City of Monroe and final deliverables will be provided to ODOT for their review upon project completion.

Environmental Design Group's services for this project do not include the following:

- Design Survey
- Appraisal Review
- Relocation Review
- Legal services for Appropriation cases
- Asbestos remediation
- Property Management.

PROJECT QUOTATION

RW ACQUISITION SERVICES COST PROPOSAL					
Company Name:		Environmental Design Group			
District:	08	Date:		December 10, 2024	
PID NO.	119765	Task No.:			
Project CRS:	BUT-Monroe Ped Project FY 2026				
	Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
1.	Project Management - line items found in sections below	parcel			
2.	Appraisal				
a.	RE 95 Preparation (if needed)	parcel	1	\$385.00	\$385.00
b.	R/W Appraisal Report (RE 25-17)	parcel			\$0.00
c.	Limited Scope R/W Appraisal Report (RE 25-17)	parcel			\$0.00
d.	Value Finding (RE 90)	parcel		\$1,600.00	\$0.00
e.	Value Analysis	parcel	8	\$750.00	\$6,000.00
f.	Project Data Book	parcel			\$0.00
g.	Project Management	parcel	8	\$220.00	\$1,760.00
SECTION SUBTOTAL					\$8,145.00
3.	Appraisal Review				
a.	R/W Appraisal Report(RE 25-16)	parcel			\$0.00
b.	Limited Scope R/W Appraisal Report (RE 25-16)	parcel			\$0.00
c.	Value Finding (RE 25-14)	parcel			\$0.00
d.	Value Analysis (RE 25-13)	parcel			\$0.00
e.	USPAP Review (RE 25-12)	parcel			\$0.00
f.	Parcel Impact Note	parcel			\$0.00
g.	Appraisal Problem Analysis	parcel			\$0.00
h.	Project Management	parcel			\$0.00
SECTION SUBTOTAL					\$0.00
4.	Title Researches				
a.	Abbreviated Titles	parcel	8	\$462.00	\$3,696.00
b.	Full Title (42 year)	parcel		\$770.00	\$0.00
c.	Title Update	parcel			\$0.00
d.	Project Management	parcel	8	\$220.00	\$1,760.00
SECTION SUBTOTAL					\$5,456.00
SECTION TOTAL					\$13,601.00

Table split for Federal Authorization for Right of Way Acquisition				
Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
5. Negotiation				
a. Negotiation (includes letters, packets, negotiations, billings, document preparation, plan revision coordination, etc.)	parcel	8	\$1,155.00	\$9,240.00
b. Negotiation-package submission	parcel	8	\$1,155.00	\$9,240.00
b. Bill of Sale Negotiation	Per BS Parcel			\$0.00
c. Negotiation Trainee	parcel		\$440.00	\$0.00
d. Project Management	parcel	8	\$220.00	\$1,760.00
SECTION SUBTOTAL				\$20,240.00
6. Closings				
a. Mail Out	parcel	2	\$523.00	\$1,046.00
b. Formal (includes forms RE 30, 31, 44, 45 & 57 and etc.)	parcel	6	\$815.00	\$4,890.00
c. Formal - structure parcels	parcel			\$0.00
d. Title Update for Appropriation	parcel	2	\$264.00	\$528.00
e. Mortgage Release	per release	1	\$440.00	\$440.00
f. Project Management	parcel	8	\$220.00	\$1,760.00
SECTION SUBTOTAL				\$8,664.00
7. Relocation Assistance Services				
a. Residential offer made	parcel			\$0.00
b. Residential final billing	parcel			\$0.00
c. Commercial Offer made	parcel			\$0.00
d. Commercial final billing	parcel			\$0.00
e. Personal Property final billing	parcel			\$0.00
f. Pre-Acquisition Survey/Interview	parcel			\$0.00
g. Pre-Acquisition Report	parcel			\$0.00
h. Project Management for Relocation/Relocation Review	parcel			\$0.00
i. Project Management	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
8 Relocation Review				
a. Residential Review	parcel			\$0.00
b. Commercial Review	parcel			\$0.00
c. Personal Property Review	parcel			\$0.00
d. Project Management	parcel			\$0.00
SECTION SUBTOTAL				\$0.00

	Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
9. Asbestos					
a.	Collection/Reporting	parcel			\$0.00
b.	Testing	parcel			\$0.00
SECTION SUBTOTAL					\$0.00
10. Miscellaneous					
a.	Sign Estimates - if authorized	parcel	3	\$600.00	\$1,800.00
b.	Meetings and Testimony for appropriations	parcel			\$0.00
c.	Parcel Staking - if authorized	parcel	3	\$600.00	\$1,800.00
d.	Specialty Appraisal Studies (Parking, Rent, Architectural etc.)	parcel			\$0.00
e.	Copies and Recording fees (reimbursable based on actual cost for Titles and Closings - receipts necessary)	parcel	8	\$150.00	\$1,200.00
f.	R/W Cost Estimate (RE-101)	parcel			\$0.00
SECTION SUBTOTAL					\$4,800.00
SECTION TOTAL					\$33,704.00
GRAND TOTAL					\$47,305.00

For and in consideration of the above-referenced services, Environmental Design Group will invoice the Client on a **lump sum not to exceed basis** as follows:

Pay Item 2 – Appraisal	\$ 8,145.00
Pay Item 4 – Title Researches	\$ 5,456.00
Pay Item 5 – Negotiation	\$20,240.00
Pay Item 6 – Closings	\$ 8,664.00
TOTAL Lump Sum	\$42,505.00

This offer remains valid for thirty (30) days; acceptance thereafter is subject to our approval. Reimbursable expenses (i.e., prints, reproductions, photos, mileage, consultant and agency fees, etc.) are included in the price shown for professional services. From the date of acceptance of this agreement, the above fees will apply for one (1) year. If the work is not completed during that period, the agreement may be subject to renegotiation.

The Environmental Design Group team is available to provide Client with additional services as described above, if authorized by the Client. Fees for these professional services are as follows:

Pay Item 10 – Sign Estimates	\$ 1,800.00	_____ initial if authorized
Pay Item 10 – Parcel Staking	\$ 1,800.00	_____ initial if authorized

Both Sign Estimates and Parcel Staking can be authorized separately.

Costs for Recording fees, copies, and other reimbursables will be billed on a direct pass-through basis. An estimated fee for this pay item is listed below:

Pay Item 10 – Miscellaneous	\$ 1,200.00
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PROJECT SCHEDULE

Environmental Design Group will complete the scope of services with reasonable diligence to meet the anticipated ODOT District certification date of December 1, 2025.

ASSUMPTIONS AND EXCLUSIONS

Below is a list of assumptions and exclusions that apply to our proposal for technical services for this project. These items were considered while defining the scope and cost of our services. These assumptions and exclusions also describe the responsibilities both of Environmental Design Group and the Client, in the event there is a need for work outside the defined scope of services.

1. Unless the Client designates an alternate in writing, the person signing the agreement will be considered the Client's only official representative with respect to this agreement.
2. Client will provide engineering and surveying data and other existing information in the client's possession to Environmental Design Group that may be useful in the performance of the professional services described in the proposal. These items include Environmental Site Assessments, Wetland Delineations, Boundary Surveys, Topographic Surveys, ALTA Surveys, plans and specifications of existing facilities, and similar documents.
3. Client will make all provisions for Environmental Design Group personnel to enter upon public and private lands as required to perform the described services.
4. This proposal outlines the agreed-upon scope of services. It supersedes any other previous requests, discussions, or versions including requests for proposals or other owner-initiated scope documents.
5. This proposal is based upon the current regulations of the applicable local, county, and state regulatory agencies. While Environmental Design Group does not anticipate major changes in these regulations, changes in rules adopted by the agencies during the project process may affect the fees quoted herein and Environmental Design Group reserves the right to renegotiate such fees accordingly.
6. Fees for Permits or Plan Reviews or any other fees to governmental agencies are not included in this proposal. It is the responsibility of the Client to pay these fees at the time of submittal if any such fee is encountered.
7. Environmental Design Group offers professional services and will work to accomplish the client's goals, but the fees established herein shall be paid regardless of the outcome. Environmental Design Group will advise the Client on the likely approvability of the project but cannot guarantee that the desired approvals by regulatory agencies will be granted. Unfortunately, such approvability is not certain until the project has gone through the entire regulatory process.
8. Environmental Design Group has included normal review durations by the public agencies, based on our experience, in the project schedule contained herein. However, the actual duration of such reviews is beyond the control of Environmental Design Group and extended review periods may impact and/or delay project completion.
9. If Environmental Design Group identifies an event or condition which under applicable law requires a report or notification to a government agency, the Client will report or notify the appropriate agency. Any additional costs associated with reporting or documentation to a government agency will be the responsibility of the Client.
10. This proposal has been based on a continuous project development process from start to finish. After the project is authorized, should the project be put on hold by the Client, or otherwise be pursued in a start-stop-resume manner, Environmental Design Group reserves the right to renegotiate the fees established herein to account for the extra costs resulting therefrom.
11. In the event the proposal indicates that survey data, including a topographic survey performed by others, is to be provided by the Client, the Client is responsible for the accuracy of the data provided to Environmental Design Group for use in the design process. If any discrepancies, or inaccuracies are identified in the provided information, the Client will be responsible for providing revised data or any additional data required. Any review or coordination time required on the part of Environmental Design Group to obtain such adequate information will be considered an additional service under the terms of the agreement. Environmental Design Group will not be responsible for any costs associated with redesign or construction change orders caused by inaccurate and/or missing data.
12. The project development process requires numerous professional services that may not be specifically included in the scope of services of this proposal. While Environmental Design Group can provide many of these services if requested by the Client, they will be provided only through amendment to the fees and scope of services of this agreement.
13. Rates are based on the level of complexity as determined from right-of-way plans. Property valuations and unanticipated ownership issues may complicate the work process.

14. It is assumed that rights of entry and appropriations are acceptable methods for clearing the parcels in circumstances where normal acquisition procedures are not successful.
15. It is assumed that the Client will provide their own legal counsel for appropriations cases. If outside counsel is needed, Environmental Design Group can provide recommendations at the request of Client.
16. Environmental Design Group is offering expert witness services based on opinions and interpretation of information based on professional expertise and sound professional judgment. Environmental Design Group does not warrant or guarantee the outcome of the claim. Client agrees that Environmental Design Group cannot be held liable for the outcome, but the fees established herein shall be paid regardless of the outcome. This is for appropriation cases if necessary. Fees to be established if needed.



STANDARD PROVISIONS OF AGREEMENT (CONTRACT)

This Contract between Goodhue Consulting (Client) and Environmental Design Group, an Ohio limited liability company; ("CONSULTANT"), is effective as of December 10, 2024. The parties agree as follows:

1. Consultant shall perform the services set forth in EXHIBIT A ("Contracted Services"), attached and incorporated herein by reference.
2. This Agreement will be binding upon the heirs, executors, administrators, successors, and assignees of Client and Consultant and will not be assigned by either Client or Consultant without the prior written consent of the other.
3. This Agreement contains the entire agreement between the Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations, or representations that are not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement will be in writing and signed by both Client and Consultant. The Client may use purchase orders as an administrative convenience, however, any terms and conditions contained in such purchase orders are not to be considered terms and conditions of this Agreement and will not be binding upon Consultant unless expressly agreed to in writing by Consultant.
4. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. Any legal proceedings related to this Agreement must be brought in a court of competent jurisdiction venued in Summit County, Ohio.
5. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, will not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
6. If any term, condition, or covenant, of this Agreement is held by a court of competent jurisdiction to be invalid, void, or not enforceable, the remaining provisions of this agreement will be valid and binding on Client and Consultant.
7. Consultant will only act as an advisor in all governmental relations. Obtaining government approvals is not a term of this agreement unless expressly set forth herein.
8. Consultant is not responsible for delay or damages caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays or damages by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client or his agents to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors, or the actions or inactions of governmental agencies including, but not limited to permit processing, changes in policy, environmental impact reports, dedications, general plans and amendments hereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant will not be deemed to be in default of this agreement.
9. The following will be considered as additional services to be performed for an additional fee: a) Changes to plans, specifications, or other documents and/or field work required by one or more governmental agency, as a result of changes or official interpretations in its ordinances, policies, procedures or requirements after the date of this Agreement; b) Any and all increase in costs and expenses contemplated by this Agreement due to the granting of wage increases and/or other employee benefits to field or office employees as a result of the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement. Client will be billed for the additional, percentage increase applied to all remaining compensation due with respect to services performed pursuant to this Agreement; c) Incidental services as required by Client not specified in writing within the scope of work on the front hereof; d) Cost of replacing any staking destroyed, damaged, or disturbed by an act of God or parties other than Consultant; e) The costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
10. Consultant makes no representations and does not guarantee expressly or implicitly: a) The estimated quantities made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and Consultant shall not be responsible for interpretational differences or fluctuations. Estimates of areas provided under this agreement are not to be considered precise

unless Consultant specifically agrees to provide the precise determination of such areas. b) The completion or quality of performance of Contractor or the completion or quality of performance of agreements by the construction contractor or contractors, or other third parties, nor is it responsible for their acts or omissions. c) Its findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance. d) Soil conditions unless specifically included in writing in this Agreement, and it is further not liable for any damages arising out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

11. What may be referred to as a *cost estimate* or *engineer's estimate* as made by Consultant herein or in other correspondence regarding the Project shall be deemed an opinion of probable construction cost. In providing opinions of probable construction cost, it is recognized that neither Client nor Consultant has control over the costs of labor, equipment, or materials, or over the contractor's methods of determining prices or bidding, or over market conditions. The opinion of probable construction costs is based on Consultant's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work will not vary from the Client's budget or from any opinion of probable cost prepared by Consultant. If Client wishes greater assurances as to Total Project or Construction Costs, Client may employ an independent cost estimator.
12. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to Client are only for convenience of Client. In the event there is a discrepancy between the electronic files and the hard copies, the hard copies govern. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.
13. All original papers, documents, drawings, and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this Agreement, except documents which are to become permanent public record, will remain the property of the Consultant and may be used by Consultant without the consent of Client. Consultant retains all rights of copyright on work performed pursuant to this Agreement. All services provided pursuant to this Agreement may be used by Client only for the project described on the face hereof. Client agrees not to use or permit any other person to use plans, drawings, or other documents prepared by Consultant, which are not signed by Consultant and permitting agencies. Client agrees to be liable and responsible for any such use of unsigned plans, drawings, or other documents not signed by Consultant and agencies and will indemnify, hold harmless, and defend Consultant for any liability or damage incurred by Consultant as a result of such use.
14. Client acknowledges that all certifications of Consultant that appear on drawings shall be limited to the original purpose for which the respective drawings were to be used; that such certification and drawings are not intended to embrace any changes or modifications to such drawings regardless of their nature or scope; and that any obligations of Consultants attaching to such drawings shall be subject to the foregoing qualifications.
15. This agreement may be terminated by either party by thirty (30) days' written notice if the other party has substantially failed to perform in accordance with the terms herein through no fault of the terminating party. Otherwise, Consultant has a right to complete all services agreed to be rendered pursuant to this agreement. In the event this Agreement is terminated before the completion of all services, Client agrees to release Consultant from all liability for work performed. In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated by any party or for any reason, Client will pay Consultant for all fees, charges, and services provided for the project.
16. In the event that changes are made in the plans and specifications by Client or by any other person other than Consultant, any and all liability arising out of or resulting from such changes is waived by Client against Consultant, and Client assumes full responsibility and liability for such changes unless Client gives Consultant prior written notice of such changes and Consultant consents in writing to such changes. Client agrees to indemnify Consultant against any and all liability, loss, costs, damages, fees of attorneys, and other expenses which Consultant may sustain or incur as a result of such unconsented changes.
17. Client agrees that Consultant will not perform on-site construction review for this project unless specifically provided for in this agreement, that such services will be performed by others, and that the Client will defend, indemnify, and hold Consultant harmless from any and all liability arising from or resulting from the performance of construction review by other persons. Any review of shop drawings and/or submittals is solely for general conformance with the design concept and contract documents and shall not form the

basis of any liability of Consultant. Reviews of shop drawings and/or submittals by Consultant shall not alter the terms of this Agreement and shall not be construed to relieve any construction contractor of its obligations.

18. Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and Client further agrees to defend, indemnify and hold Consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of Consultant.
19. All fees and other charges will be billed monthly and will be due at the time of billing unless otherwise specified in this Agreement. Client agrees that the periodic billings from Consultant to Client are correct, conclusive, and binding on Client unless Client within twenty (20) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing. Client agrees to pay a late payment charge which will be computed at the periodic rate specified on the front hereof and will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing. After ninety (90) days Environmental Design Group will stop working on the project until such invoices are paid in full. Invoices not paid within ninety (90) days of the date rendered may be referred for collection. You will be responsible for any and all expenses incurred by Environmental Design Group in the collection of any unpaid invoice, including actual fees and related costs incurred by legal counsel.
20. Limits of Liability shall be as specified below:

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law and notwithstanding anything to the contrary in this Agreement, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project and paid to Consultant, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
21. Client and Consultant agree that they will first try to resolve any claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement via good faith negotiations. If negotiations prove unsuccessful, Client and Consultant further agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.
22. Under no circumstances will any legal action in any way connected with this Agreement or services performed hereunder be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement is terminated prior to substantial completion, in which case the date of termination of this Agreement will be the date on which such period will commence.
23. The work is being conducted and the report prepared for the sole use of the Client and represents a professional opinion based on the information available to Consultant at the time of the investigation and report.
24. Assignment of reliance to third parties can be made, however, this will be considered an additional service. Such letters of reliance may be provided on a case-by-case basis as requested. It is further understood that the scope, terms, and conditions under which this report was originally prepared apply to any and all third-party recipients.
25. Insurance: Environmental Design Group warrants that it has workers' compensation coverage, and professional liability and such coverage under public liability and properties damage insurance policies as it deems to be adequate. Certificates of all such policies of insurance shall be provided to you upon request in writing. To the extent that it is lawful to do so, the Client hereby expressly waives and releases any cause of action or right of recovery which you may have hereafter against Environmental Design Group for any loss or damage to subject premises caused by fire, explosion or any other risk which may arise during our performance of services hereunder and which is covered by insurance.

26. Environmental Design Group's work being performed, and Environmental Design Group's findings and conclusions are for the benefit of the Client and appropriate regulatory agencies and are not to be relied upon by any other parties. A party's failure or delay to require strict performance on any provision of this agreement shall not be considered a waiver or deprive such party of the right to insist upon strict adherence to that term or other terms of this agreement.
27. **Standard of Care:** Services performed by Environmental Design Group under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by firms similar to Environmental Design Group which are currently providing similar services in the same geographical area. Notwithstanding anything to the contrary herein, nothing in this Agreement shall require Environmental Design Group to perform professional services to a standard that exceeds the Standard of Care. Environmental Design Group makes no express or implied warranty of any sort including, but not limited to, warranty of merchantability or warranty of fitness for a particular purpose.
28. Client recognizes that subsurface conditions or other field conditions may vary from those encountered at locations where borings, surveys, or other observations are made by Environmental Design Group and that the data interpretations and recommendations by Environmental Design Group are based solely on information available to Environmental Design Group.

Environmental Design Group will be responsible for those data interpretations and recommendations but shall not be responsible for any interpretations by others of the information developed.

29. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Environmental Design Group nor the Client, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Environmental Design Group and the Client shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the project.
30. **SPECIAL TERMS AND CONDITIONS**
The following articles are hereby modified and shall take precedence over the corresponding articles within the agreement:

Modification #	Modification Description

RESOLUTION NO. 08-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND DUNROBIN ASSOCIATES, LLC FOR RIGHT-OF-WAY ACQUISITION SERVICES RELATED TO THE OHIO DEPARTMENT OF TRANSPORTATION PEDESTRIAN ACCESS GRANT PROJECT.

WHEREAS, the Ohio Department of Transportation (ODOT) Pedestrian Grant requires an ODOT pre-qualified firm to manage all right-of-way acquisition tasks.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into a professional services agreement by and between the City of Monroe and Dunrobin Associates LLC for right-of-way acquisition services related to the Ohio Department of Transportation Pedestrian Access Grant Project. The terms and conditions of said agreement are marked as Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

RW ACQUISITION SERVICES COST PROPOSAL**Company Name:** Dunrobin Associates, LLC**District:** 08**Date:** 12/4/2024**PID NO.:** 119765**Task No.:****Project CRS:** City of Monroe

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
1. Project Management - line items found in sections below	parcel			
2. Appraisal				
a. RE 95 Preparation	parcel			\$0.00
b. R/W Appraisal Report (RE 25-17)	parcel			\$0.00
c. Land Only Narrative	parcel	1	\$3,500.00	\$3,500.00
d. Value Finding (RE 90)	parcel	1	\$2,100.00	\$2,100.00
e. Value Analysis	parcel	3	\$875.00	\$2,625.00
f. Value Analysis	parcel	2	\$980.00	\$1,960.00
g. Project Management	parcel	7	\$200.00	\$1,400.00
SECTION SUBTOTAL				\$11,585.00
3. Appraisal Review				
a. R/W Appraisal Report(RE 25-16)	parcel			\$0.00
b. Limited Scope R/W Appraisal Report (RE 25-16)	parcel			\$0.00
c. Value Finding (RE 25-14)	parcel			\$0.00
d. Value Analysis (RE 25-13)	parcel			\$0.00
e. USPAP Review (RE 25-12)	parcel			\$0.00
f. Parcel Impact Note	parcel			\$0.00
g. Appraisal Problem Analysis	parcel			\$0.00
h. Project Management	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
4. Title Researches				
a. Abbreviated Titles	parcel	2	\$350.00	\$700.00
b. Full Title (42 year)	parcel	5	\$600.00	\$3,000.00
c. Title Update	parcel			\$0.00
d. Project Management	parcel	7	\$200.00	\$1,400.00
SECTION SUBTOTAL				\$5,100.00
SECTION TOTAL				\$16,685.00

Table split for Federal Authorization for Right of Way Acquisition

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
5. Negotiation				
a. Negotiation (includes letters, packets, negotiations, billings, document preparation, plan revision coordination, etc.)	parcel	7	\$2,000.00	\$14,000.00
b. Bill of Sale Negotiation	Per BS Parcel			\$0.00
c. Right of Entry	parcel			\$0.00
d. Project Management	parcel	7	\$200.00	\$1,400.00
SECTION SUBTOTAL				\$15,400.00
6. Closings				
a. Mail Out	parcel	2	\$400.00	\$800.00
b. Formal (includes forms RE 30, 31, 44, 45 & 57 and etc.)	parcel	5	\$700.00	\$3,500.00
c. Formal - structure parcels	parcel			\$0.00
d. Title Update for Appropriation	parcel	3	\$200.00	\$600.00
e. Mortgage Release	per release	2	\$400.00	\$800.00
f. Project Management	per release	7	\$200.00	\$1,400.00
SECTION SUBTOTAL				\$7,100.00
7. Relocation Assistance Services				
a. Residential offer made	parcel			\$0.00
b. Residential final billing	parcel			\$0.00
c. Commercial Offer made	parcel			\$0.00
d. Commercial final billing	parcel			\$0.00
e. Personal Property final billing	parcel			\$0.00
f. Pre-Acquisition Survey/Interview	parcel			\$0.00
g Pre-Acquisition Report	parcel			\$0.00
Project Management for h Relocation/Relocation Review	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
8 Relocation Review				
a. Residential Review	parcel			\$0.00
b. Commercial Review	parcel			\$0.00
c. Personal Property Review	parcel			\$0.00
d. Project Management	parcel			\$0.00
SECTION SUBTOTAL				\$0.00

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
9. Asbestos				
a. Collection/Reporting	parcel			\$0.00
b. Testing	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
10. Miscellaneous				
a. Red Books	parcel			\$0.00
b. Meetings and Testimony for appropriations	parcel			\$0.00
c. Property Management	parcel			\$0.00
d. Specialty Appraisal Studies (Parking, Rent, Architectural etc.)	parcel			\$0.00
e. Copies and Recording fees (reimbursable based on actual cost for Titles and Closings - receipts necessary)	parcel	7	\$150.00	\$1,050.00
f. R/W Cost Estimate (RE-101)	parcel			\$0.00
SECTION SUBTOTAL				\$1,050.00
SECTION TOTAL				\$23,550.00
GRAND TOTAL				\$40,235.00

RESOLUTION NO. 09-2025

A RESOLUTION OF THE CITY OF MONROE, OHIO, SUPPORTING THE OHIO COMMISSION FOR THE UNITED STATES SEMIQUINCENTENNIAL (AMERICA250-OH).

WHEREAS, the Ohio legislature and the Governor created AMERICA250-OH in 2021 to plan, encourage, develop and coordinate the commemoration of the 250th anniversary of the United States and Ohio's integral role in that event and the role of its people on the nation's past, present and future; and

WHEREAS, AMERICA250-OH hopes to engage all Ohioans and all 88 counties through their many signatures and officially recognized programs, projects, and events over the next several years by inspiring future leaders and celebrating all Ohioans' contributions to the nation over the last 250 years; and

WHEREAS, by adopting the AMERICA250-OH Resolution, we hope to educate, preserve, innovate, and celebrate.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City of Monroe, Ohio, hereby endorses AMERICA250-OH and its mission to educate, preserve, innovate, and celebrate every Ohioan in every county.

SECTION 2: A copy of this Resolution is to be sent to the City Manager and AMERICA250-OH Commission.

SECTION 3: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

November 20, 2024

Monroe City Council
233 South Main Street
Monroe, Ohio 45050

RE: Case No. 2024-11-8 Consideration of a PUD Amendment to the Hyde Park at the Crossings Planned Unit Development

Dear City Council,

This letter is to inform Council that on November 20, 2024, Planning Commission voted 4-1 to recommend approval of Case No. 2024-11-8— Consideration of a PUD Amendment to the Hyde Park at the Crossings Planned Unit Development. This recommendation involves changes to the approved development plan and PUD agreement.

Referenced amendments are attached.

Sincerely



Matthew Frye
Planning Commission Vice Chair

TRANSFER NOT NECESSARY

NANCY NIX, CPA
BY 3/15/2023 VM DEPT.
AUDITOR, BUTLER CO., OHIO

HYDE PARK AT THE CROSSINGS
PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this 23rd day of February, 2023, by and between Park Place Development, LLC, an Ohio limited liability company ("Park Place") and THE CITY OF MONROE, OHIO, an Ohio Municipal Corporation (the "City").



Recorded: 03/15/2023 01:30 PM Page: 1 of 9
File # 2023-00007658 Fee Amt: \$90.00

1. **Recitals.** This Agreement shall be considered a First Amendment to the Planned Unit Development Agreement by and between the Shops of Monroe Crossings, LLC and the City of Monroe dated July 31, 2007, and recorded in the Butler County Recorder's office being Book 7944, Page 1530. Park Place, acting as agent for the property owners, proposed to develop 83 owner occupied single-family attached units located on approximately 20.91 acres of the original area set forth in the Agreement further described in the Preliminary Development known as Hyde Park at the Crossings as submitted to the Monroe City Council. Park Place has further agreed to develop the Project according to the guidelines set forth in Monroe Zoning Ordinance Chapter 1206 "Planned Unit Developments."

Park Place has agreed to develop the area subject to this Planned Unit Development ("Project") according to the guidelines set forth in the Monroe Planning and Zoning Code ("Code"). The parties desire to enter into this Agreement to memorialize the substantive conditions attached to this Planned Unit Development.

2. **Scope of Application for this Agreement.** This Agreement is applicable to any and all new development occurring upon the Project property as described on the Preliminary Development Plan approved by Monroe City Council. This Agreement shall also apply to any future reconstruction or expansion to existing structures located upon the Project property.

This Agreement applies to the approved final development plans for all structures located on the Project property. The final development plans for each structure located on the Project property shall follow the site plan standards as set forth in Monroe Planning and Zoning Code and all other applicable chapters contained within the Code unless any such site plan standards or other applicable zoning code regulations have been modified by the City Council.

3. **Conditions Specific to Hyde Park at the Crossings R-4 PUD Overlay Area.**

A. Land Use and Infrastructure Improvements

- a. Park Place shall construct all public and private infrastructure improvements as indicated on the approved preliminary plat and incorporating any modification, additions and conditions set forth in the construction drawing approval.
- b. Access to the Park Place development will be provided on both Crossings Boulevard and Roden Park Drive.
- c. Access from London Lane onto Crossings Boulevard shall be a right turn-out.
- d. Access from Crossing Boulevard onto London Lane shall be a right turn-in.
- e. Access on London Lane shall include a raised island design to restrict left turn-in and a left out turning movements at the intersection with Crossing Boulevard. The forced right turn-in and a right turn-out traffic calming island shall:
 1. Be constructed to allow a vehicle no larger than a single-unit box truck to pass through the intersection without encroaching upon the raised concrete island.



2. Be constructed to City standards to allow fire trucks, emergency vehicles, school buses, and trash trucks to mount the island.
 3. Include proper traffic control markings and signage on both Crossings Boulevard and London Lane to prohibit left turn movements both in and out of London Lane.
 4. Be geometrically designed to sufficiently discourage motorists from attempting to turn left in and out of London Lane.
-
- f. All streets will be public and maintained by the City.
 - g. All streets will be two-way, 28 feet in width back of curb to back of curb and be constructed of asphalt with curb and gutter according to City specifications.
 - h. A five-foot wide sidewalk shall be constructed along both sides of each internal street (all streets excepting Roden Park Drive and Crossings Boulevard).
 - i. "No Parking" signage shall be installed on Roden Park Drive and Crossing Boulevard in the tree lawn(s) fronting the Hyde Park at the Crossings subdivision.
 - j. The maximum number of dwelling units constructed within the Project shall not exceed 83 units.
 - k. The maximum density of units shall not exceed 3.97 units per acre.
 - l. Park Place agrees to construct required buffer yard improvements meeting minimum Code requirements as determined by City Council along all property lines abutting single-family uses, to include the property line abutting single-family homes on Koehler Drive, the property line abutting single-family homes on Bayberry Lane, and property line against Crossings Boulevard.
 - m. Park Place shall install adequate street trees along both sides of all proposed internal public roads as well as Roden Park Drive and Crossings Boulevard in accordance with Monroe Planning and Zoning Code Chapter 1212.06 Street Tree Requirements as determined by City Council.
 - n. Street trees on Roden Park Drive and Coldwater Drive shall be located and installed every 40 feet on center in the tree lawn in accordance with Monroe Planning and Zoning Code Chapter 1212.06 Street Tree Requirements.
 - o. Street trees on Coldwater Drive shall be installed every 40 feet on center in the tree lawn in accordance with Monroe Planning and Zoning Code Chapter 1212.06 Street Tree Requirements.

B. Open Space and Recreation Amenities Provisions

- a. A total of 6.38 acres (30%) of open space will be provided, with 1.18 acres (5.64%) to be developed as formal open space in accordance with Monroe Planning and Zoning Code Chapter 1213. The formal open space shall consist of walking trails, pavilions, and seating areas.
- b. All open space and multiuse paths or trails shall be wholly contained within either: 1) a properly recorded Easement, which title is vested in the HOA or 2) located within the public right-of-way. All maintenance burdens of said hiking/biking trail shall be borne by a HOA including any portions of the path or trail that encroaches upon the public right-of-way.
- c. All designated open space and formal open space outlined in the Preliminary Plan shall be owned and maintained by a HOA.
- d. Playground equipment shall be installed in each formal open space area where a pavilion is shown on the preliminary plan.

C. Sidewalk Provisions

- a. All private and public roadways part of the Project area shall conform to the sidewalk specifications of the City unless specifically included herein:

- i. The multi-use path located on the northeast side of Roden Park Drive shall be a minimum 10-foot-wide asphalt or concrete paved path and extend further towards Coldwater Creek with appropriate safety signage at the trail stopping point at Coldwater Creek as approved by the City Engineer.

D. Conformance to R-4 Zoning Regulations

- a. The lots contained in the R-4 PUD development shall deviate from the R-4 zoning requirements as specifically described below:

- i. The minimum front yard building setback shall be twenty-five feet (25')
- ii. The minimum side yard building setback shall be zero feet (0')
- iii. The minimum rear yard building setback shall be twenty-four feet (24')
- iv. All dwelling units shall consist of a minimum of 1,200 square feet of livable floor area, with a minimum one bedroom and two bathrooms, and a maximum of three bedroom and two bathrooms.
- v. All dwelling units shall have attached two car garages.
- vi. The entire first and second floor of the front, side and rear exterior walls shall be constructed of brick, stone, cultured stone, stucco and dryvit materials (as a complimentary or trim material).
- vii. Front facades shall incorporate variation in mass through one or more of the following methods every 30 feet of façade frontage:
 1. Wall offsets in the form of projections and/or recesses in the façade plane; Wall offsets shall have a minimum depth of two feet;
 2. Bay windows;
 3. Façade color changes;
 4. Use of pilasters, columns, or other detailing to articulate the facades; or
 5. Roofline changes when coupled with correspondingly aligned façade material changes.
- viii. In addition to wall offsets, front facades and side facades on buildings located on the corners of streets shall provide a minimum of three of the following design features for each residential unit fronting onto the street:
 1. One or more dormer windows or cupolas;
 2. A recessed entrance;
 3. A covered porch;
 4. Pillars, posts, or pilasters;
 5. One or more bay windows with a minimum of 12 inch projection from the façade plane;
 6. Eaves with a minimum of six inch projection from the façade plane;
 7. A parapet wall with an articulated design, which entails design variation rather than a simple rectilinear form; or
 8. Multiple windows with a minimum of four inch wide trim.
- ix. A minimum overhang length of twelve (12) inches shall be provided over all faces of the exterior walls of a dwelling.
- x. All dwellings will be constructed with a minimum 4/12 pitched roof design.
- xi. All structures shall have asphalt roof shingles.

E. Minor Changes

- a. Minor changes in an approved preliminary or final development plan may be approved by the Director of Development or designee if such changes are consistent with the purposes and general character of the approved PUD plans and do not increase density, decrease lot sizes, decrease the total amount of open space, or propose major deviations from other requirements of the Code. All other modifications, including extensions or revisions of the



Page: 3 of 9

File # 2023-00007658

BK 9952 PG 1700

stage development schedule, shall be processed in the same manner as the original application and shall be subject to the same procedural requirements.

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

- a. Compliance with all other applicable standards of the Code, all other terms, conditions, current applicable engineering, subdivision or zoning regulations not specifically modified by this PUD Agreement shall be in effect and enforced based on requirements that are vested at the time of application for construction drawings, final plat or site/plot plan approval. All other regulations contained in this Agreement not expressly modified herein shall remain in full force and effect.
- b. The Preliminary Plat for Hyde Park at the Crossings shall serve as the general layout plan for all lots, blocks, easements, streets, utilities, drainage, and open space requirements.
- c. All sign applications shall be reviewed and approved by the Zoning Enforcement Officer with strict conformance to the applicable sign code regulations.

5. **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 Planning and Zoning Code Chapter 1206.06 "Compliance with Approved Plan and Modifications." Failure to comply with the Preliminary Development Plan or subsequently approved final development plans (i.e. site plans) shall initiate the enforcement actions set forth in Monroe Planning and Zoning Code Chapter 1206.07 "PUD Plan Revocation and Expiration" in addition to any other non-performance penalty provided for in this Agreement.

It is further agreed that Park Place shall cause this Agreement to be properly recorded with the Butler County Recorder's Office upon 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.



File # 2023-00007658

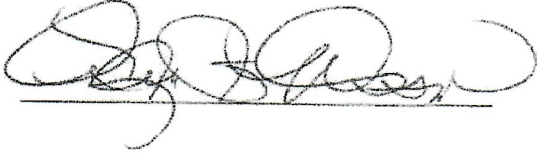
Page: 4 of 9

BK **9952** PG **1701**

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.

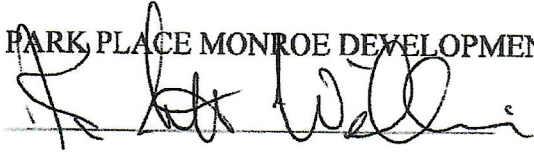
Signed in the presence of:

THE CITY OF MONROE, OHIO



By: 
William J. Brock

PARK PLACE MONROE DEVELOPMENT, LLC



By: Managing Member
Name: K Scott Willis

Title: _____



File # 2023-00007658

Page: 5 of 9

BK 9952 PG 1702

STATE OF OHIO)

)SS:

COUNTY OF BUTLER)

SWORN to and SUBSCRIBED in my presence by the said William J. Brock,

City Manager of the City of Monroe on this 26th day of January, 2023.



Angela S Wasson, Notary Public
in and for the State of Ohio
My Commission Expires Feb. 3, 2023


Notary Public

STATE OF OHIO)

)SS:

COUNTY OF BUTLER)

SWORN to and SUBSCRIBED in my presence by the said

K. Scott Willis, Managing Member of Park Place Development, LLC, on
this 10 day of March, 2023.


Notary Public

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



SHARLEEN SCHWEITZER

Notary Public, State of Ohio
Butler County
My Commission Expires
03/24/2026



Date: September 20, 2022

Description: Lot #4599
7.9901 Acres
C-4 with C-PUD Overlay to
R-4 with R-PUD Overlay

Location: City of Monroe
Butler County, Ohio



Situated in the State of Ohio, Between the Miamis, Section 35, Town 3, Range 3, City of Monroe, Butler County and being entire Lot #4599 of Monroe Crossings, Phase One as recorded in Plat Envelope 3637, Pages A-C and being part of the lands of Shops of Monroe Crossings, LLC as recorded in Official Record 7944, Page 1527 of the Butler County, Ohio Recorder's Office and being further described as follows:

Beginning at the southwest corner of Lot #4526 of Monroe Crossings, Phase Two, Block B as recorded in Plat Envelope 3662, Pages A-B of the Butler County, Ohio Recorder's Office and being on the westerly right of way of Crossings Boulevard and being the **True Point of Beginning**;

thence, leaving the southwest corner of said Lot #4526 and with the westerly right of way of said Crossings Boulevard, South 43° 48' 02" West, 255.00 feet to the northerly right of way of Roden Park Drive;

thence, leaving the westerly right of way of said Crossings Boulevard and with the northerly right of way of said Roden Park Drive for the following five courses:

- 1) with a curve to the right, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, and a chord bearing and distance of South 88° 48' 02" West, 28.28 feet;
- 2) North 46° 11' 58" West, 431.70 feet;
- 3) with a curve to the left, having a central angle of 23° 33' 24", a radius of 1040.00 feet, an arc length of 427.58 feet, and a chord bearing and distance of North 57° 58' 39" West, 424.58 feet;
- 4) North 69° 45' 21" West, 41.70 feet;
- 5) with a curve to the right, having a central angle of 00° 32' 46", a radius of 1160.00 feet, an arc length of 11.06 feet, and a chord bearing and distance of North 69° 28' 58" West, 11.06 feet to the easterly right of way of Cold Water Drive;

thence, leaving the northerly right of way of said Roden Park Drive and with the easterly right of way of said Cold Water Drive for the following seven courses:

- 1) with a curve to the right, having a central angle of 92° 15' 44", a radius of 20.00 feet, an arc length of 32.21 feet, and a chord bearing and distance of North 23° 04' 43" West, 28.84 feet;
- 2) North 23° 03' 09" East, 97.03 feet;
- 3) with a curve to the left, having a central angle of 13° 49' 02", a radius of 325.00 feet, an arc length of 78.38 feet, and a chord bearing and distance of North 16° 08' 38" East, 78.19 feet;
- 4) North 09° 14' 07" East, 47.26 feet;
- 5) with a curve to the right, having a central angle of 23° 41' 58", a radius of 375.00 feet, an arc length of 155.11 feet, and a chord bearing and distance of North 21° 05' 06" East, 154.01 feet;
- 6) North 32° 56' 05" East, 228.09 feet;



BK 9952 PG 1704

- 7) with a curve to the right, having a central angle of $04^{\circ} 51' 26''$, a radius of 315.00 feet, an arc length of 26.70 feet, and a chord bearing and distance of North $35^{\circ} 21' 47''$ East, 26.70 feet to the northerly terminus of said Cold Water Drive and being on the southerly boundary of Lot #4593 of said Monroe Crossings, Phase One;
- thence, leaving the easterly right of way of said Cold Water Drive and with the southerly boundary of said Lot #4593, South $46^{\circ} 11' 58''$ East, 190.83 feet to the westerly boundary of said Monroe Crossings, Phase Two, Block B;
- thence, leaving the southerly boundary of said Lot #4593 and with the westerly boundary of said Monroe Crossings, Phase Two, Block B for the following two courses:
- 1) South $43^{\circ} 48' 02''$ West, 220.00 feet;
 - 2) South $46^{\circ} 11' 58''$ East, 955.28 feet to the True Point of Beginning containing 348,047 square feet or 7.9901 acres of land, more or less, to be rezoned.

I hereby certify that the above description is a complete, proper and legal description of the property to be rezoned.


Jeffrey O. Lambert
Professional Surveyor #7568
In the State of Ohio

9-20-22





Date: September 20, 2022

Description: Pt. Lot #4600
12.9164 Acres
C-4 With C-PUD Overlay to
R-4 With R-PUD Overlay

Location: City of Monroe
Butler County, Ohio



Situated in the State of Ohio, Between the Miamis, Section 35, Town 3, Range 3, City of Monroe, Butler County and being part of Lot #4600 of Monroe Crossings, Phase One as recorded in Plat Envelope 3637, Pages A-C and being part of the lands of Shops of Monroe Crossings, LLC as recorded in Official Record 9415, Page 889 of the Butler County, Ohio Recorder's Office and being further described as follows:

Beginning at the northeast corner of Monroe Crossings, Phase Three, Block "D" as recorded in Official Record 8171, Page 1813 of the Butler County, Ohio Recorder's Office and being on the westerly right of way of Crossings Boulevard and being the **True Point of Beginning**;

thence, leaving the westerly right of way of said Crossings Boulevard and with the northerly boundary of said Monroe Crossings, Phase Three, Block "D", North 46° 11' 58" West, 911.00 feet to the southerly boundary of Part of Lot #4600 and being part of the lands of Shops of Monroe Crossings, LLC as recorded in Official Record 7944, Page 1527 of the Butler County, Ohio Recorder's Office;

thence, leaving the northerly boundary of said Monroe Crossings, Phase Three, Block "D" and with the southerly boundary of said part of Lot #4600 of said lands of Shops of Monroe Crossings, LLC as recorded in Official Record 7944, Page 1527 for the following five courses:

- 1) North 65° 21' 36" East, 108.00 feet;
- 2) North 65° 25' 29" East, 115.00 feet;
- 3) North 71° 38' 05" East, 72.00 feet;
- 4) North 83° 16' 41" East, 52.00 feet;
- 5) North 39° 37' 17" East, 54.00 feet to the southerly boundary of Part of Lot #4600 and being the lands of Bridge Investments II, LLC as recorded in Official Record 9083, Page 644 of the Butler County, Ohio Recorder's Office;

thence, with the southerly boundary of said part of Lot #4600 of said lands of Bridge Investments II, LLC, South 60° 52' 24" East, 13.50 feet;

thence, with the easterly boundary of said part of Lot #4600 of said lands of Bridge Investments II, LLC, North 20° 14' 39" East, 258.89 feet to the southerly right of way of Roden Park Drive;

thence, leaving the easterly boundary of said part of Lot #4600 of said lands of Bridge Investments II, LLC and with the southerly right of way of said Roden Park Drive for the following four courses:

- 1) South 69° 45' 21" East, 23.15 feet;
- 2) with a curve to the right, having a central angle of 23° 33' 24", a radius of 960.00 feet, an arc length of 394.69 feet, and a chord bearing and distance of South 57° 58' 39" East, 391.92 feet;

6900 Tylersville Road, Suite A
Mason, OH 45040
513-336-6600

110 South College Ave, Suite 101
Oxford, OH 45056
513-523-4270

1404 Race Street, Suite 204
Cincinnati, OH 45202
513-834-6151

209 Grandview Drive
Fort Mitchell, KY 41017
859-261-1113

<http://www.bayerbecker.com>



3) South 46° 11' 58" East, 431.70 feet;

4) with a curve to the right, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, and a chord bearing and distance of South 01° 11' 58" East, 28.28 feet to the westerly right of way of said Crossings Boulevard;

thence, leaving the southerly right of way of said Roden Park Drive and with the westerly right of way of said Crossings Boulevard, South 43° 48' 02" West, 675.00 feet to the **True Point of Beginning** containing 562,640 square feet or 12.9164 acres of land, more or less, to be rezoned.

I hereby certify that the above description is a complete, proper and legal description of the property to be rezoned.



Jeffrey O. Lambert
Professional Surveyor #7568
In the State of Ohio

9-20-22



SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO

SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO

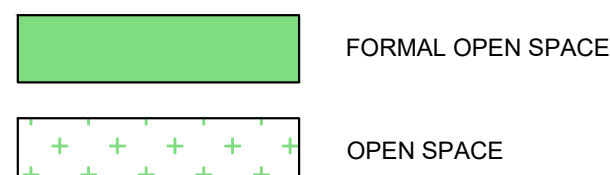
SHOPS OF MONROE
CROSSINGS L.L.C.
6515 WINFORD DR
HAMILTON, OHIO 45011
(513) 858-2555

PARK PLACE DEVELOPMENT, LLC
5372 COTTAGE VIEW CT.
LIBERTY TOWNSHIP, OHIO 45011
513-675-6408

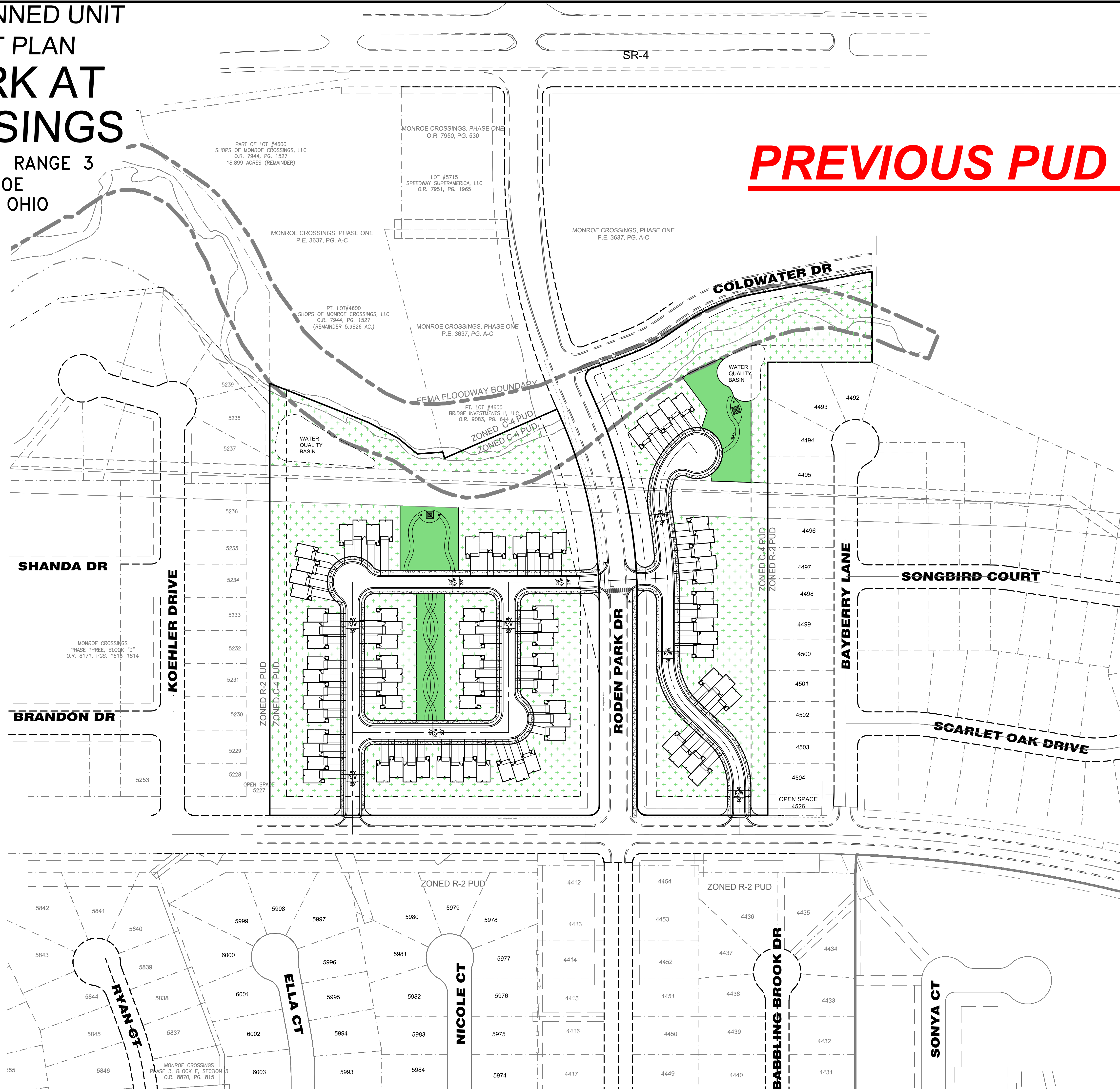
EXISTING ZONING: C-4 WITH PUD OVERLAY
PROPOSED ZONING: R-4 WITH PUD OVERLAY

TOTAL SITE AREA	20.91	ACRES
OPEN SPACE PROVIDED	6.38	ACRES (30%)
OPEN SPACE REQUIRED	4.18	ACRES (20%)
FORMAL OPEN SPACE (WEST)	0.74	ACRES (5.7%)
FORMAL OPEN SPACE (EAST)	0.44	ACRES (5.5%)

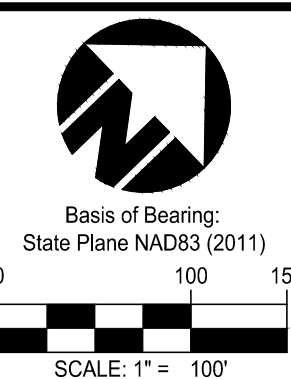
MULTI-FAMILY UNITS = 83 (3.97 D.U./ACRE)



- 1 VICINITY MAP
- 2 PRELIMINARY PUD PLAN
- 3 PLANTING NOTES & DETAILS
- 4 STREET TREE PLAN
- 5 PERIMETER BUFFER PLANTING
- 6 OVERALL SUPPLEMENTAL PLANTING
- 7 SUPPLEMENTAL BUFFER
- 8 SUPPLEMENTAL BUFF & PEDESTRIAN CORRIDOR
- 9 SUPPLEMENTAL PATIO
- 10 OPEN SPACE SITE LAYOUT



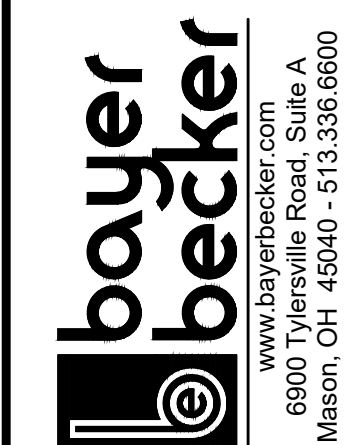
PREVIOUS PUD PLAN

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HYDE PARK at THE CROSSINGS

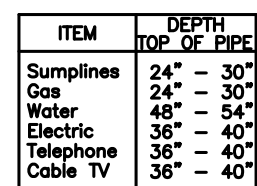
**SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO**

VICINITY MAP



Drawing:	21-0017 PPI
Drawn by:	AM
Checked By:	EM
Issue Date:	9-20-

1



NOTE: TYPICAL SECTION SHALL COMPLY WITH THE CITY SPECIFICATIONS AND STANDARDS IN PLACE AT THE TIME OF SUBMITTAL OF CONSTRUCTION DRAWINGS FOR EACH SECTION.

SHOPS OF MONROE
CROSSINGS L.L.C.
6515 WINFORD DR
HAMILTON, OHIO 45011
(513) 858-2555

PARK PLACE DEVELOPMENT, LLC
5372 COTTAGE VIEW CT.
LIBERTY TOWNSHIP, OHIO 45011
513-675-6408

EXISTING ZONING: C-4 WITH PUD OVERLAY
PROPOSED ZONING: R-4 WITH PUD OVERLAY

TOTAL SITE AREA	20.91 ACRES	
MULTI-FAMILY UNITS	83 (3.97 D.U./ACRE)	
OPEN SPACE PROVIDED	6.38	ACRES (30%)
OPEN SPACE REQUIRED	4.18	ACRES (20%)
FORMAL OPEN SPACE (WEST)	0.74	ACRES (5.7%)
FORMAL OPEN SPACE (EAST)	0.44	ACRES (5.5%)

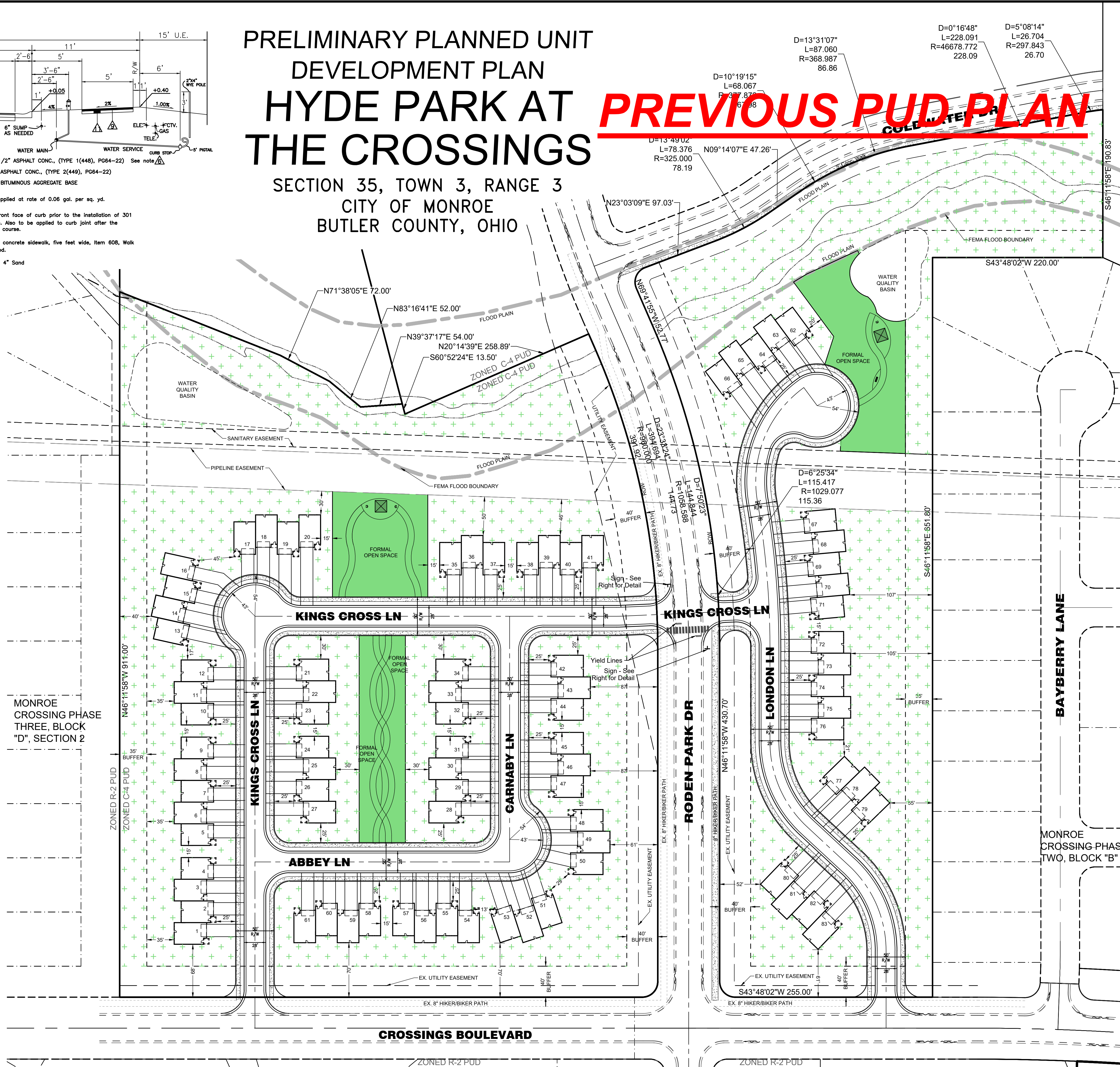
FRONT SETBACK (MIN)	25'
TOTAL SIDE SETBACK (MIN)	15' COMBINED



MONROE
CROSSING PHASE
THREE, BLOCK
"D", SECTION 2

SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO

PREVIOUS PUD PLAN



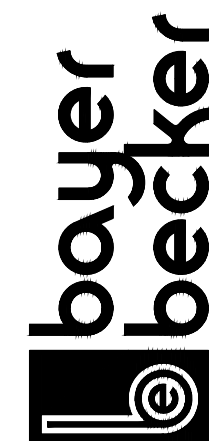
Basis of Bearing:
State Plane NAD83 (2011)

[illegible]

HYDE PARK at THE CROSSINGS

SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO

PRELIMINARY PUD PLAN



www.bayerbecker.com
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing:

Drawn by: AME

Checked By: _____

Issue Date: 9-20-22

Sheet:

2

TOWNES AT MONROE CROSSINGS
PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of this _____ day of _____, 2024, by and between NVR, Inc. and **THE CITY OF MONROE, OHIO**, an Ohio Municipal Corporation (the “City”).

1. **Recitals.** This Agreement shall be considered an Amendment to the Planned Unit Development Agreement by and between Park Place and the City of Monroe and recorded in the Butler County Recorder’s office being Book 7944, Page 1530. NVR, Inc., acting as agent for the property owners, proposed to develop ~~83-84~~ owner occupied single-family attached units located on approximately 20.91 acres of the original area. NVR, Inc. has further agreed to develop the Project according to the guidelines set forth in Monroe Zoning Ordinance Chapter ~~1206~~1202.07 “Planned Unit Developments (PUD).”

NVR, Inc. has agreed to develop the area subject to this Planned Unit Development (“Project”) according to the guidelines set forth in the Monroe Planning and Zoning Code (“Code”). The parties desire to enter into this Agreement to memorialize the substantive conditions attached to this Planned Unit Development.

2. **Scope of Application for this Agreement.** This Agreement is applicable to any and all new development occurring upon the Project property as described on the ~~Preliminary–Master~~ Development Plan ~~(MDP)~~ approved by Monroe City Council. This Agreement shall also apply to any future reconstruction or expansion to existing structures located upon the Project property.

This Agreement applies to the approved final development plans for all structures located on the Project property. The final development plans for each structure located on the Project property shall follow the site plan standards as set forth in Monroe Planning and Zoning Code and all other applicable chapters contained within the Code unless any such site plan standards or other applicable zoning code regulations have been modified by the City Council.

3. **Conditions Specific to Townes at Monroe Crossings GR PUD Overlay Area.**

A. Land Use and Infrastructure Improvements

- a. NVR, Inc. shall construct all public and private infrastructure improvements as indicated on the approved ~~preliminary–Master Development Plan plans~~ and incorporate any modification, additions and conditions set forth in the construction drawing approval.
- b. Access to Townes at Monroe Crossings will be provided on both Crossings Boulevard and Roden Park Drive.
- ~~c. Access from London Lane onto Crossings Boulevard shall be a right turn out.~~
- ~~d. Access from Crossing Boulevard onto London Lane shall be a right turn in.~~
- ~~e. Access on London Lane shall include a raised island design to restrict left turn in and a left out turning movements at the intersection with Crossing Boulevard. The forced right turn in and a right turn out traffic calming island shall:~~
 - ~~1. Be constructed to allow a vehicle no larger than a single unit box truck to pass through the intersection without encroaching upon the raised concrete island.~~

- ~~2. Be constructed to City standards to allow fire trucks, emergency vehicles, school buses, and trash trucks to mount the island.~~
- ~~3. Include proper traffic control markings and signage on both Crossings Boulevard and London Lane to prohibit left turn movements both in and out of London Lane.~~
- ~~4. Be geometrically designed to sufficiently discourage motorists from attempting to turn left in and out of London Lane.~~

~~f.c.~~ All streets will be public and maintained by the City.

~~g.d.~~ All streets will be two-way, 28 feet in width back of curb to back of curb and be constructed of asphalt with curb and gutter according to City specifications.

~~h.e.~~ A five-foot wide sidewalk shall be constructed along both sides of each internal street (all streets excepting Roden Park Drive and Crossings Boulevard).

~~i.f.~~ "No Parking" signage shall be installed on Roden Park Drive and Crossing Boulevard in the tree lawn(s) fronting the Townes at Monroe Crossings development.

~~j.g.~~ The maximum number of dwelling units constructed within the Project shall not exceed ~~8384~~ units.

~~k.h.~~ The maximum density of units shall not exceed ~~3,974.017~~ units per acre.

~~l.i.~~ NVR, Inc. agrees to construct required buffer yard improvements meeting minimum Code requirements as determined by City Council along all property lines abutting single-family uses, to include the property line abutting single-family homes on Koehler Drive, the property line abutting single-family homes on Bayberry Lane, and property line against Crossings Boulevard.

~~m. NVR, Inc. shall install adequate street trees along both sides of all proposed internal public roads as well as Roden Park Drive and Crossings Boulevard in accordance with Monroe Planning and Zoning Code Chapter 1212.06 Street Tree Requirements as determined by City Council.~~

~~n.j.~~ Street trees on Roden Park Drive and Coldwater Drive shall be located and installed every 40 feet on center in the tree lawn in accordance with Monroe Planning and Zoning Code Chapter ~~1212.06~~ 1204.19(E) Street Trees Requirements.

~~o. Street trees on Coldwater Drive shall be installed every 40 feet on center in the tree lawn in accordance with Monroe Planning and Zoning Code Chapter 1212.06 Street Tree Requirements.~~

B. Open Space and Recreation Amenities Provisions

- a. A total of ~~6.38 acres (30%)~~ 50% minimum of open space shall be provided, with ~~1.18 acres (5.64%)~~ 5% minimum to be developed as formal open space in accordance with Monroe Planning and Zoning Code Chapter ~~1213~~ 1204. The formal open space shall consist of walking trails, a pavilion, seating areas, play fields, and a dog park.
- b. All open space and ~~multiuse~~ shared use paths or trails shall be wholly contained within either: 1) a properly recorded Easement, which title is vested in the HOA or 2) located within the public right-of-way. All maintenance burdens of said ~~hiking/biking trail~~ shared use paths or trails shall be borne by a HOA including any portions of the path or trail that encroaches upon the public right-of-way.
- c. All designated open space and formal open space outlined in the ~~Preliminary Master Development~~ Plan (MDP) shall be owned and maintained by a HOA.
- d. ~~Playground equipment shall be installed in each formal open space area where a pavilion is shown on the preliminary plan.~~

C. Sidewalk Provisions

- a. All private and public roadways part of the Project area shall conform to the sidewalk specifications of the City unless specifically included herein:
 - i. ~~The multi-use shared use~~ path located on the northeast side of Roden Park Drive shall be a minimum ~~of 10-foot-wide asphalt or concrete paved~~ shared use path and extend the full frontage of Roden Park Drive to the intersection at Cold Water Drive.
 - ii. ~~The applicant will construct a crosswalk from the 10-foot-wide shared use path along the northeast side Roden Park Drive to the sidewalk on the south side of Roden Park Drive. inter to the proposed crosswalk shown on the Preliminary Plan to connect to the existing sidewalk on the west side that crosses over Coldwater Creek. The existing bridge is not wide enough to support the addition of a 10-foot-wide paved path, further towards Coldwater Creek with appropriate safety signage at the trail stopping point at Coldwater Creek as approved by the City Engineer.~~

D. Conformance to GR Zoning Regulations

- a. The lots contained in the GR PUD development shall deviate from the GR Conservation zoning requirements as specifically described below:
 - i. ~~The minimum front yard building setback shall be twenty five feet (25')~~
 - ii. ~~The minimum side yard building setback shall be zero feet (0')~~
 - iii. ~~The minimum rear yard building setback shall be twenty four feet (24')~~
 - iv.i. ~~The minimum lot width for the proposed townhomes shall be 24 feet.~~
 - v.ii. All dwelling units shall consist of a minimum of 1,200 square feet of livable floor area, with a minimum of one bedroom and two bathrooms, and a maximum of three bedroom and two bathrooms.
 - vi.iii. All dwelling units shall have attached two car garages.
 - vii.iv. The entire first and second floor of the front, side and rear exterior walls shall be constructed of brick, stone, cultured stone, stucco, fiber cement siding, and dryvit materials (as a complimentary or trim material).
 - viii.v. Front facades shall incorporate variation in mass through one or more of the following methods every 30 24 to 28 feet of façade frontage:
 1. Wall offsets in the form of projections and/or recesses in the façade plane; Wall offsets shall have a minimum depth of two feet;
 2. ~~Bay windows;~~
 3. ~~2.~~ Façade color changes;
 4. ~~3.~~ Use of pilasters, columns, or other detailing to articulate the facades; or
 5. ~~4.~~ Roofline changes when coupled with correspondingly aligned façade material changes.
 - ix.vi. In addition to wall offsets, front facades and side facades on buildings located on the corners of streets shall provide a minimum of three of the following design features for each residential unit fronting onto the street:
 1. One or more dormer windows;
 2. A recessed entrance;
 3. A covered porch;
 4. Pillars, posts, or pilasters;
 5. ~~One or more bay windows with a minimum of 12 inch projection from the façade plane;~~
 6. ~~5.~~ Eaves with a minimum of six inch projection from the façade plane;
 7. ~~6.~~ A parapet wall with an articulated design, which entails design variation rather than a simple rectilinear form; or
 8. ~~7.~~ Multiple windows with a minimum of four inch wide trim.

~~x.vii.~~ A minimum overhang length of twelve (12) inches shall be provided over all faces of the exterior walls of a dwelling.

~~xi.viii.~~ All dwellings will be constructed with a minimum 4/12 pitched roof design.

~~xii.ix.~~ All structures shall have asphalt roof shingles.

E. Minor Changes

- a. Minor changes in an approved preliminary or final development plan may be approved by the Director of Development or designee if such changes are consistent with the purposes and general character of the approved PUD and associated plans and do not increase density, decrease lot sizes, decrease the total amount of open space, or propose major deviations from other requirements of the Code. All other modifications, including extensions or revisions of the stage development schedule, shall be processed in the same manner as the original application and shall be subject to the same procedural requirements.

4. General Conditions Relating to the Overall Project.

- a. Compliance with all other applicable standards of the Code, all other terms, conditions, current applicable engineering, subdivision or zoning regulations not specifically modified by this PUD Agreement shall be in effect and enforced based on requirements that are vested at the time of application for construction drawings, final plat, or site/plot plan approval. All other regulations contained in this Agreement not expressly modified herein shall remain in full force and effect.
- b. The ~~Preliminary PUD MDP Plan~~ for Townes at Monroe Crossings shall serve as the general layout plan for all lots, blocks, easements, streets, utilities, drainage, and open space requirements.
- c. All sign applications shall be reviewed and approved by the ~~Zoning Enforcement Officer~~ Director with strict conformance to the applicable sign code regulations.

5. **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 the Monroe Planning and Zoning Code ~~Chapter 1206.06 "Compliance with Approved Plan and Modifications."~~. Failure to comply with the ~~Preliminary Development PUD or MDP Plan~~ or subsequently approved ~~final~~ development plans (i.e. subdivision plats, site plans) shall initiate the enforcement actions set forth in Monroe Planning and Zoning Code Chapter ~~1206.07-8.10~~ "PUD Plan Revocation and Expiration Penalties and Remedies" in addition to any other non-performance penalty provided for in this Agreement.

It is further agreed that NVR, Inc. shall cause this Agreement to be properly recorded with the Butler County Recorder's Office upon 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.

DRAFT

PRELIMINARY PLANNED UNIT
DEVELOPMENT PLAN
**TOWNES AT MONROE
CROSSINGS**

SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO

OWNERS

PARK PLACE DEVELOPMENT, LLC
5372 COTTAGE VIEW CT.
LIBERTY TOWNSHIP, OHIO 45011
513-675-6408

APPLICANT

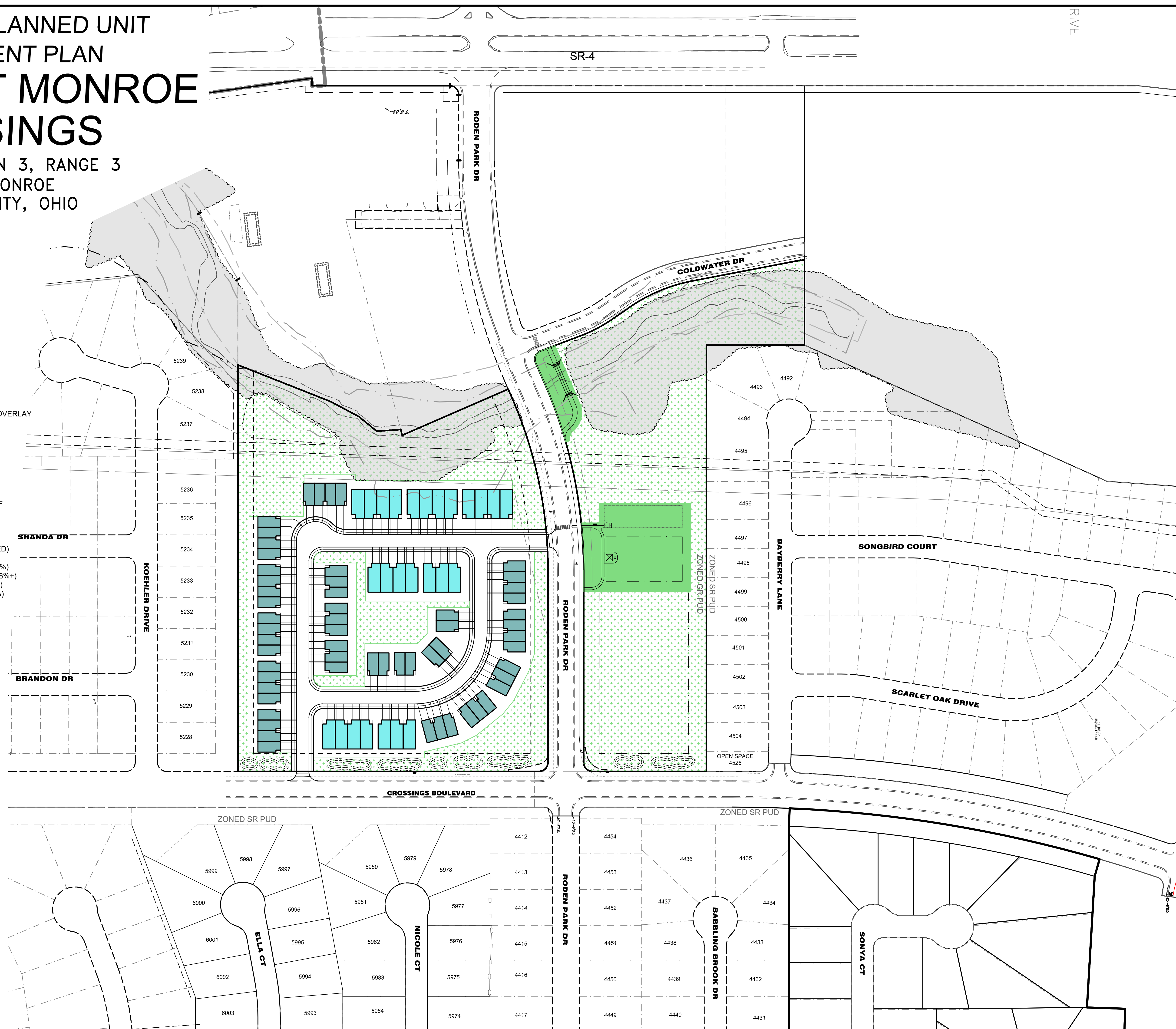
NVR, INC.
8622 JACQUEMIN DR.
WEST CHESTER, OH 45069
513-200-9014

CONCEPT SUMMARY:

EXISTING ZONING	GR WITH PUD OVERLAY
WEST PROPERTY	12.92 ACRES
EAST PROPERTY	7.99 ACRES
TOTAL SITE AREA	20.91 ACRES
THORNEWOOD	58
CAROLINE	26
TOTAL UNITS	84
DENSITY	4.017 D.U./ACRE
FRONT SETBACK	25'
FRONT SETBACK ON SIDE STREET	20'
REAR SETBACK	20'
SIDE SETBACK	6' (12" COMBINED)
OPEN SPACE REQUIRED	4.18 ACRES (20%)
OPEN SPACE PROVIDED	11.83 ACRES (56%+)
FORMAL OPEN SPACE REQUIRED	1.05 ACRES(5%)
FORMAL OPEN SPACE PROVIDED	1.31 ACRES (6%)

INDEX OF SHEETS

- | | |
|---|------------------------------------|
| 1 | VICINITY MAP |
| 2 | PRELIMINARY PUD PLAN |
| 3 | LANDSCAPE PLAN: ZONING |
| 4 | LANDSCAPE PLAN : OVERALL |
| 5 | LANDSCAPE PLAN: STREET TREES |
| 6 | LANDSCAPE PLAN: COMMUNITY OPENSACE |
| 7 | LANDSCAPE PLAN: PERIMETER BUFFER |
| 8 | LANDSCAPE DETAILS |
| 9 | LANDSCAPE SPECIFICATIONS |



Basis of Bearing:

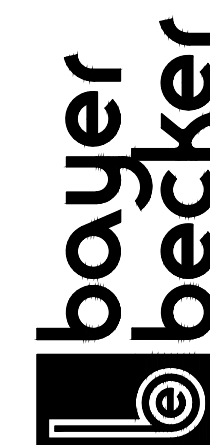
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TOWNES AT MONROE CROSSINGS

SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO

VICINITY MAP



www.bayerbecker.com
6900 Tylersville Road, Suite A
Middletown, OH 45040 513.236.6600

Drawing:

Drawn by: 21-0017 PPU

Checked By _____

Checked By: AJE

Issue Date: 11-06-2011

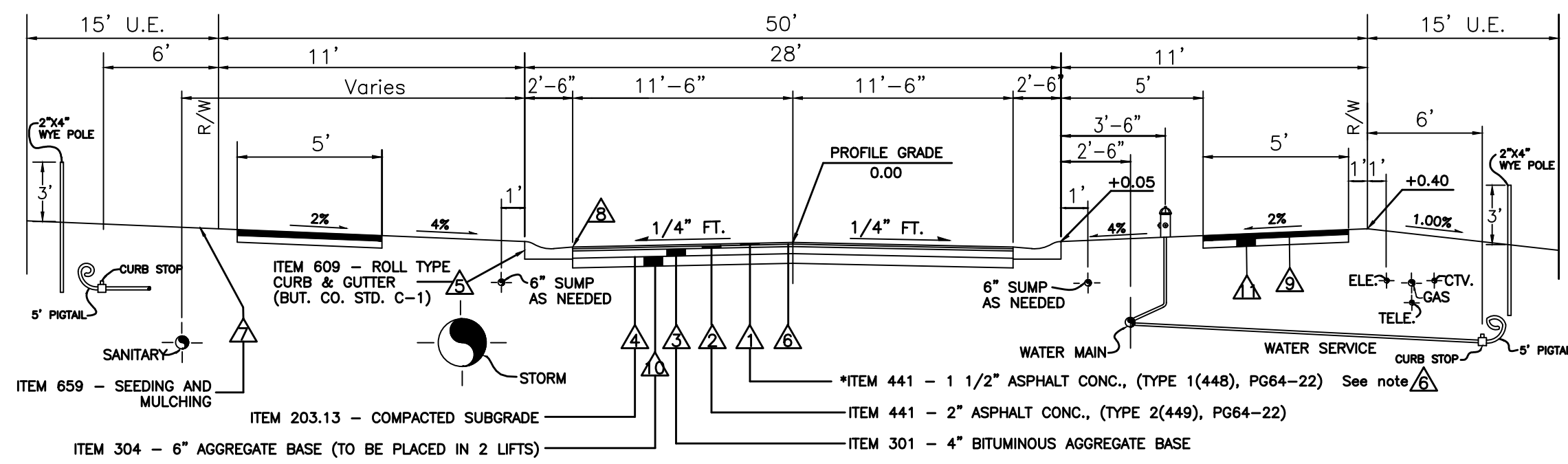
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1

PRELIMINARY PLANNED UNIT
DEVELOPMENT PLAN
**TOWNES AT MONROE
CROSSINGS**

SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO



ITEM	DEPTH
	TOP OF PIPE
Sumplines	24" - 30"
Gas	24" - 30"
Water	48" - 54"
Electric	36" - 40"
Telephone	36" - 40"
Cable TV	36" - 40"

***SURFACE COURSE, ITEM 441, AND TACK COAT, ITEM 407 ARE TO BE APPLIED NO SOONER THAN NINE (9) MONTHS AFTER THE LEVELING COURSE, (ITEM 448), AND FIFTY (50) PERCENT OF THE HOMES ARE COMPLETED. IF AFTER TWO (2) YEARS FIFTY (50) PERCENT OF THE HOMES HAVE NOT BEEN COMPLETED, THEN THE TOP COURSE MAY BE APPLIED.

ITEM 407 - TACK COAT, to be applied at rate of 0.06 gal. per sq. yd.

⚠ TACK COAT shall be applied to front face of curb prior to the installation of 301 Bituminous Aggregate Base. Also to be applied to curb joint after the installation of 441 leveling course.

9 CONCRETE WALK - four inch thick concrete sidewalk, five feet wide, Item 608, Walk to be 1/2" higher than sod.

 ITEM 304 - 4" Aggregate Base or 4" Sand

TYPICAL SECTION

NOTE: TYPICAL SECTION SHALL COMPLY WITH THE CITY SPECIFICATIONS AND STANDARDS IN PLACE AT THE TIME OF SUBMITTAL OF CONSTRUCTION DRAWINGS FOR EACH SECTION.

OWNERS

PARK PLACE DEVELOPMENT, LLC
5372 COTTAGE VIEW CT.
LIBERTY TOWNSHIP, OHIO 45011
513-675-6408

APPLICANT

NVR, INC.
8622 JACQUEMIN DR.
WEST CHESTER, OH 45069
513-200-9014

CONCEPT SUMMARY:

EXISTING ZONING	GR WITH PUD OVERLAY
WEST PROPERTY	12.92 ACRES
EAST PROPERTY	<u>7.99 ACRES</u>
TOTAL SITE AREA	<u>20.91 ACRES</u>

THORNEWOOD	58
CAROLINE	26
TOTAL UNITS	<u>84</u>

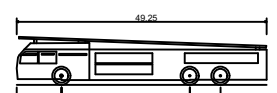
DENSITY	4.017 D.U./ACRE
FRONT SETBACK	25'
FRONT SETBACK ON SIDE STREET	20'
REAR SETBACK	20'
SIDE SETBACK	6' (12' COMBINED)

	OPEN SPACE REQUIRED	4.18 ACRES (20%)
	OPEN SPACE PROVIDED	11.83 ACRES (56%+)
	FORMAL OPEN SPACE REQUIRED	1.05 ACRES (5%)
	FORMAL OPEN SPACE PROVIDED	1.22 ACRES (6%)

DESIGN INTENT IMAGE:



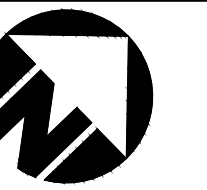
10' PEDESTRIAN BRIDGE



Aerial Fire Truck with 2 rear axles	
Overall Length	49.25ft
Overall Width	8.67ft
Overall Body Height	1.517ft
Min Body Ground Clearance	1.517ft
Track Width	8.67ft
Lock-to-lock time	10.00s
Max Wheel Angle	34.70°

CROSSINGS BOULEVARD

Page 157



Basis of Bearing:
State Plane NAD83 (2011)

SCALE: 48 = 60

TOWNES AT MUNROE CROSSINGS

**CITY OF MONROE
BUTLER COUNTY, OHIO
PRELIMINARY PUD PLAN**



6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

wing: 21-0017 PPUD

own by: LEM

Checked By: AJB

11-06-24

et:

0

2

2

11/11/2019

STREET TREES
(1) TREE PER 40 LF
LOCATED IN THE PUBLIC ROW/ TREE LAWN

BUFFER YARD A (NATURAL)
REQUIREMENTS PER 100 LF
(1) CANOPY TREE + (5) ORNAMENTAL TREES + (15 SHRUBS)
WIDTH: 35'

BUFFER YARD B (NATURAL)
REQUIREMENTS PER 100 LF
(3) CANOPY TREE + (5) ORNAMENTAL TREES + (35 SHRUBS)
WIDTH: 35'

STREET TREE REQUIREMENTS (1204 E)

- STREET TREES REQUIRED ALONG BOTH SIDES OF ALL STREETS FOR ALL NEW SITES ALONG ALL FRONTAGES, EXCLUDING INTERSTATE HIGHWAY FRONTAGE AND ALLEYS.
- STREET TREES TO BE PLANTED 40' O.C. ALONG ALL STREETS WHERE REQUIRED

EAST PROPERTY:

RODEN PARK DR.: 640 LF/ 40 LF = 16 TREES
CROSSINGS BOULEVARD: 235 LF/ 40 LF = 6 TREES
COLDWATER DRIVE: 640 LF/ 40 LF = 16 TREES

WEST PROPERTY

RODEN PARK DR.: 560 LF/ 40 LF = 14 TREES
CROSSINGS BOULEVARD: 625LF/ 40 LF = 16 TREES
INTERNAL STREETS: 3309 LF/ 40 LF = 83 TREES

BUFFERYARD LANDSCAPING (1204.21)

- BUFFERYARD TYPE DETERMINED BY ADJACENT ZONING DISTRICT
- TREES OR SHRUBS IN BUFFERYARD SHALL GENERALLY BE CLUSTERED IN ORDER TO PRESENT A NATURALISTIC CHARACTER
- BUFFERYARD AREAS B

BUFFER YARD A REQUIREMENTS (WIDTH 35'):

PLANTINGS PER 100 LF:
(1) CANOPY TREE
(5) ORNAMENTAL TREES
(15) SHRUBS

* (2) ORNAMENTAL TREES CAN BE SUBSTITUTED WITH (1) EVERGREEN

EAST PROPERTY

• **NORTH: MIXED USE - BUFFER B**
EXISTING VEGETATION MEETS BUFFER B REQUIREMENTS

- **EAST:** URBAN RESIDENTIAL - NO BUFFER
SUBURBAN RESIDENTIAL - BUFFER A - 627 LF
7 CANOPY TREES
32 ORNAMENTAL TREES
94 SHRUBS

- **SOUTH: CROSSING BOULEVARD - STREET TREES**

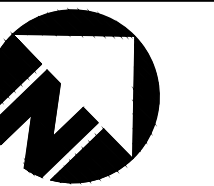
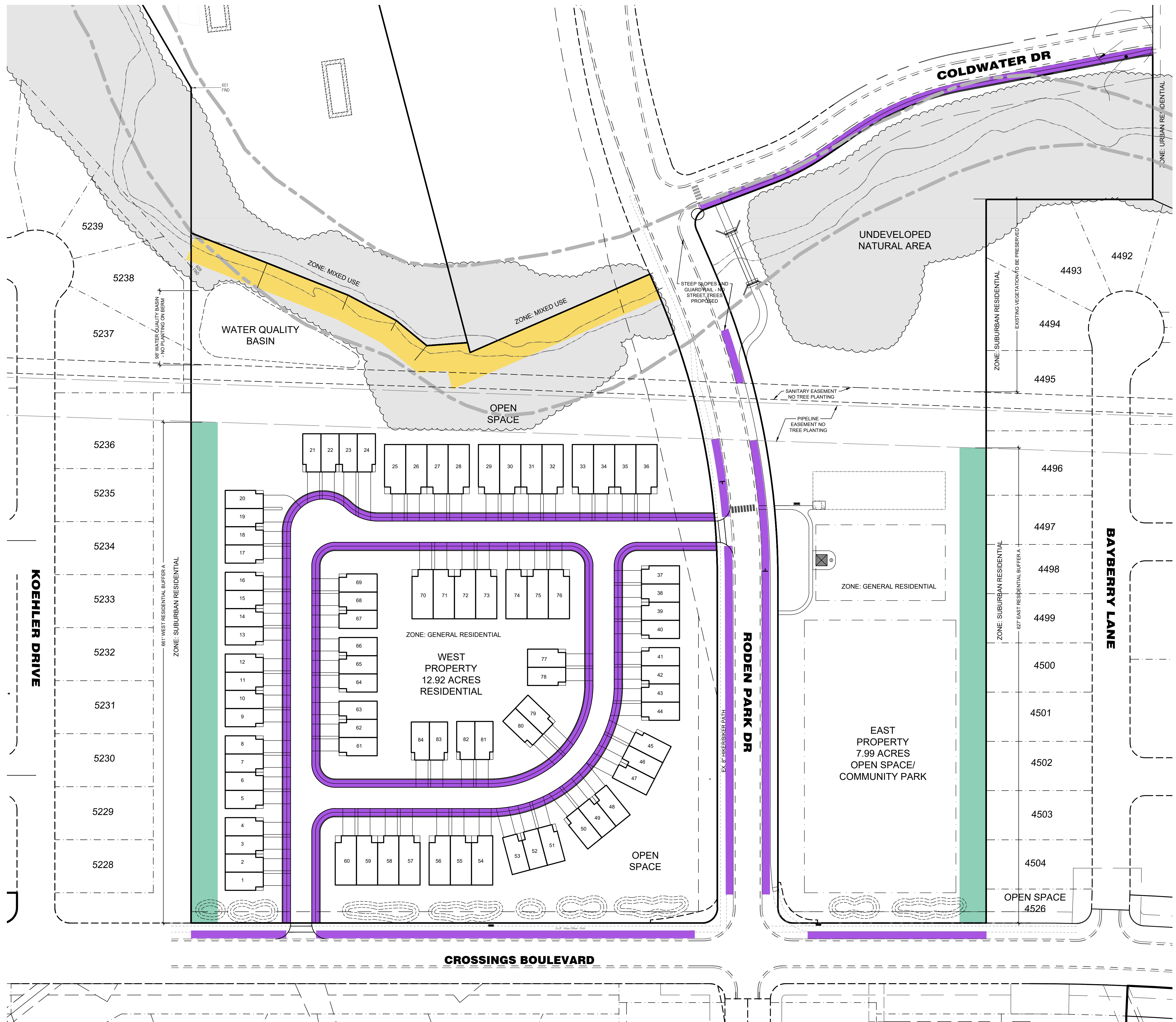
- WEST: RODEN PARK DR. - STREET TREES

WEST PROPERTY
• NORTH: MIXED USE - BUFFER B
EXISTING VEGETATION MEETS BUFFER B REQUIREMENTS

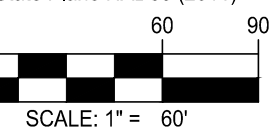
- *EAST: RODEN PARK DR. - STREET TREES*

- **SOUTH: CROSSING BOULEVARD - STREET TREES**

- WEST: SUBURBAN RESIDENTIAL - BUFFER A - 661 LF
7 CANOPY TREES
33 ORNAMENTAL TREES
100 SHRUBS



Basis of Bearing:
State Plane NAD83 (2011)



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11

TOWNES AT MONROE CROSSINGS

**CITY OF MONROE
BUTLER COUNTY, OHIO**

LANDSCAPE PLAN: ZONING

LANDSCAPE PLAN: ZONING



6900 Lyersville Road, Suite A
Mason, OH 45040 - 513.336.6600

wing:

own by: LEM

Checked By: AIB

Due Date: 11-06-24

et:

3

[illegible][illegible]



PLANT SCHEDULE OPEN SPACE						
CODE	QTY	BOTANICAL NAME	COMMON NAME	TYPE	MIN. SIZE	
DECIDUOUS TREES						
GNV AJU1	2	Okoko biloba 'Autumn Gold' TM	Shadenhair Tree	B & B	2.0' Cal	
GLE SH2	2	Gleditsia triacanthos inermis 'Shademaker' TM	Shademaker Locust	B & B	2.0' Cal	
GYM DIO	3	Gymnocladus dioica 'Espresso'	Kentucky Coffeetree	B & B	2.0' Cal	
LIR TUL	10	Liriodendron tulipifera	Tulip Tree	B & B	2.0' Cal	
ORNAMENTAL TREES						
AME GRA	2	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry Tree Form	B & B	2.0' Cal	
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	
DECIDUOUS SHRUBS						
COR ART	3	Cornus sericea 'Arctic Fire'	Arctic Fire Dogwood	5 gal	24" Ht.	
RHU GRO	6	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	3 gal	18" Ht.	
EVERGREEN SHRUBS						
CHA G13	5	Chamaecyparis pisifera 'Golden Mop'	Golden Mop Threadleaf False Cypress	B & B	24" Ht.	
ORNAMENTAL GRASSES						
CAL KAR	8	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	2 gal	Clump	

SITE FURNISHING DESIGN INTENT IMAGES



15' x 15' PAVILION



6' GENERATION 50 BENCH BY LANDSCAPE FORMS



47" ROUND CONCRETE FIRE PIT WITH STONE LEDGE



4' HT. BLACK VINYL CHAINLINK DOG PARK FENCE

WATER QUALITY BASIN

1 JUG NIG
5 AES PA3

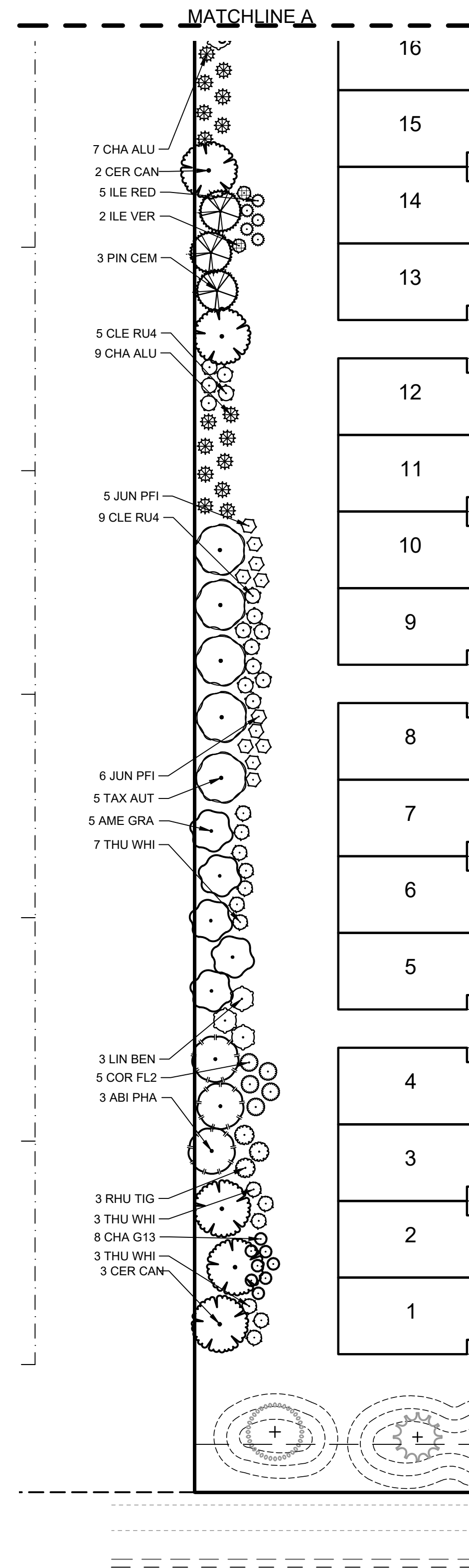
1 CER CAN
3 RHU TIG
3 ABI PHA

3 RHU TIG
1 CER CAN

1 CLA KEN
9 LIN BEN
3 PRU YED

20
19
18
17
16

MATCHLINE A

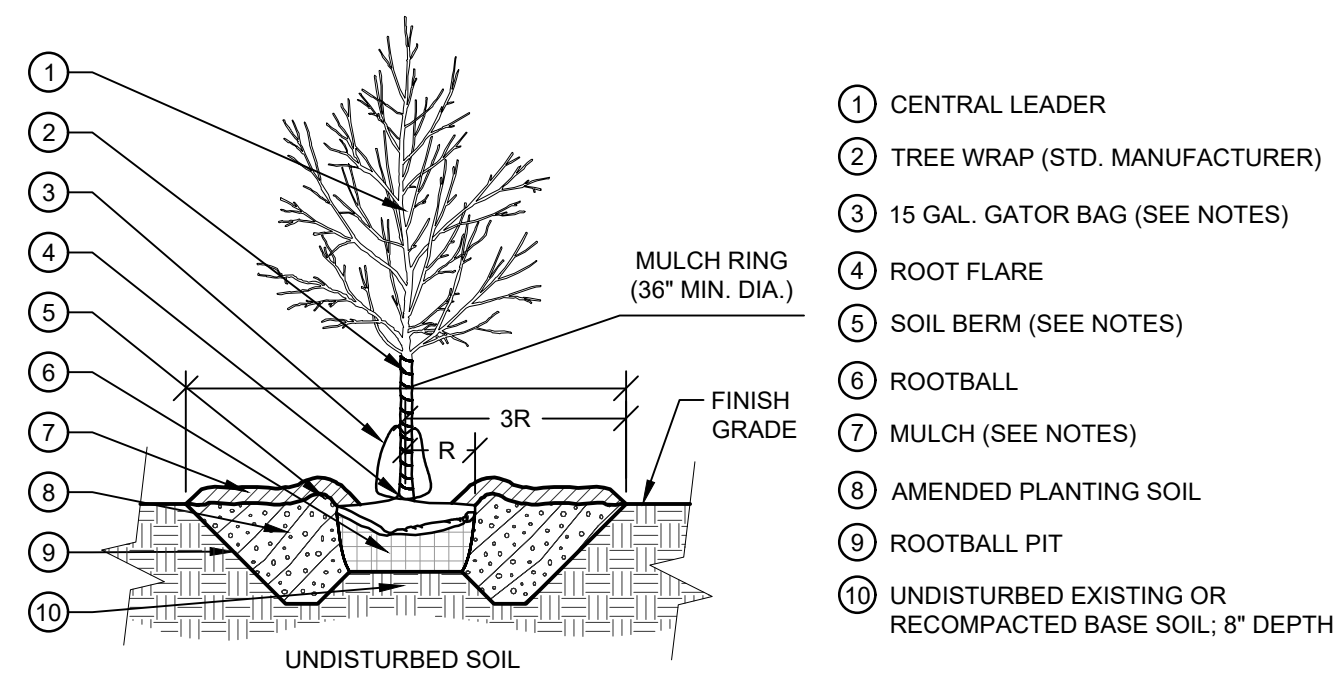


1 NYS BLA
3 COR FL2
7 CHA ALU
1 NYS BLA
3 LIN BEN
3 ILE RED
2 CER CAN
1 ILE VER
3 CHA GT3
1 PIN NIG
3 ILE RED
5 AES PA3
1 JUG NIG
5 RHU TIG
1 PIN NIG
8 JUN FOR
3 CHA ALU
5 THU WHI
1 PRU YED
3 CHA ALU
3 COR FL2
3 THU GIA
3 COR FL2
1 PRU YED
5 THU WHI
1 AME GRA
3 TAX AUT
1 AME GRA
3 PIN NIG
5 PHY DI2
1 AME GRA
1 QUE COC
3 RHU TIG
6 CLE RU4
4 LIN BEN
5 PHY DI2
3 RHU TIG
3 PRU YED
1 ABI PHA
5 COR FL2
3 COT OBO
1 CER CAN

PLANT SCHEDULE WEST BUFFER						
CODE	QTY	BOTANICAL NAME	COMMON NAME	TYPE	MIN.	SIZE
DECIDUOUS TREES						
CLA KEN	1	Cladrastis kentukea	American Yellowwood	B & B	2.0"	Cal
JUG NIG	1	Juglans nigra	Black Walnut	B & B	2.0"	Cal
TAX AUT	5	Taxodium distichum 'Autumn Gold'	Autumn Gold Bald Cypress	B & B	2.0"	Cal
EVERGREEN TREES						
ABI PHA	6	Abies balsamea phanerolepis	Canaan Balsam Fir	B & B	6"	Ht.
PIN CEM	3	Pinus cembra	Swiss Stone Pine	B & B	6"	Ht.
ORNAMENTAL TREES						
AME GRA	5	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry Tree Form	B & B	2.0"	Cal
CER CAN	7	Cercis canadensis	Eastern Redbud	B & B	2.0"	Cal
PRU YED	3	Prunus x yedoensis	Yoshino Cherry	B & B	2.0"	Cal
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	
DECIDUOUS SHRUBS						
AES PA3	5	Aesculus parviflora	Bottlebrush Buckeye	5 gal	24"	Ht.
CL RUT14	14	Claytonia aliflora 'Ruby Spice'	Ruby Spice Ciertra	5 gal	24"	Ht.
COR FL2	5	Cornus sericea 'Flaviameara'	Yellow Twist Dogwood	B & B	30"	Ht.
ILE VER	2	Ilex verticillata 'Jim Dandy'	Jim Dandy Winterberry	B & B	30"	Ht.
ILE RED	5	Ilex verticillata 'Red Sprite'	Red Sprite Winterberry	3 gal	18"	Ht.
LIN BEN	12	Lindera benzoin	Spicebush	5 gal	30"	Ht.
RHU TIG	9	Rhus typhina 'Tiger Eyes'	Tiger Eyes Sumac	5 gal	36"	Ht.
EVERGREEN SHRUBS						
CHA ALU16	16	Chamaecyparis lawsoniana 'Alumii'	Lake Erie Blue Flakes Cypress	B & B	36"	Ht.
CHA G13	8	Chamaecyparis pisifera 'Golden Mop'	Golden Mop Threadleaf False Cypress	B & B	24"	Ht.
JUN PFI	11	Juniperus chinensis 'Kallays Compact'	Kallay Compact Pfitzer Juniper	B & B	30"	Ht.
THU WH1	13	Thuja plicata 'Whipcord'	Whipcord Western Red Cedar	3 gal	15"	Ht.

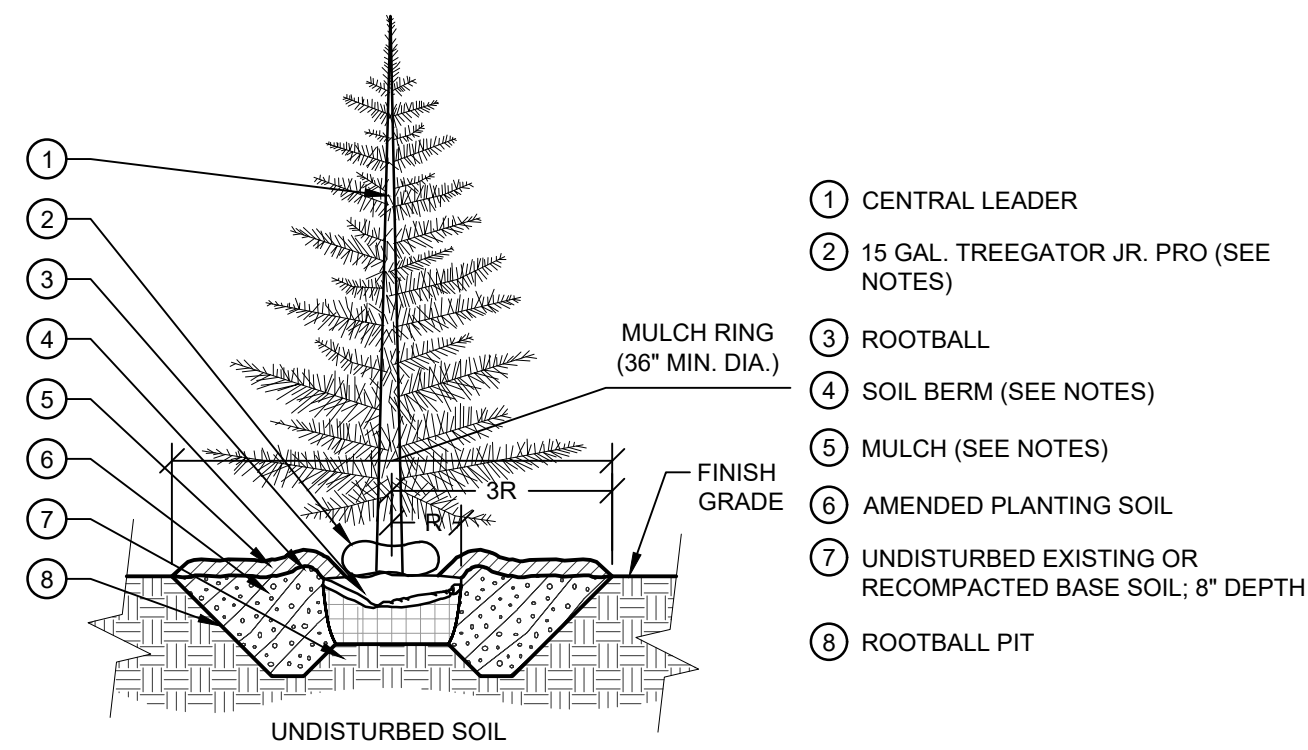
CODE	QTY	BOTANICAL NAME	COMMON NAME	TYPE	MIN. SIZE
DECIDUOUS TREES					
JUG NIG	1	Juglans nigra	Black Walnut	B & B	2.0" Cal
NYS BLA	2	Nyssa sylvatica 'Black Tupelo'	Black Tupelo Sour Gum	B & B	2.0" Cal
QUE COC	1	Quercus coccinea	Scarlet Oak	B & B	2.0" Cal
TAX AUT	3	Taxodium distichum 'Autumn Gold'	Autumn Gold Bald Cypress	B & B	2.0" Cal
EVERGREEN TREES					
ABI PHA	1	Abies balsamea phanerolepis	Canaan Balsam Fir	B & B	6' Ht.
PIN NIG	5	Pinus nigra	Austrian Black Pine	B & B	6' Ht.
THU GIA	3	Thuja plicata 'Green Giant'	Western Red Cedar	B & B	6' Ht.
ORNAMENTAL TREES					
AME GRA	3	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry Tree Form	B & B	2.0" Cal
CER CAN	3	Cercis canadensis	Eastern Redbud	B & B	2.0" Cal
COT OBO	3	Cotinus obovatus	American Smoke Tree	B & B	2.0" Cal
PRU YED	5	Prunus x yedoensis	Yoshino Cherry	B & B	2.0" Cal
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT
DECIDUOUS SHRUBS					
AES PA3	5	Aesculus parviflora	Bottlebrush Buckeye	5 gal	24" Ht.
OLE RUA	6	Clethra alnifolia 'Ruby Spice'	Ruby Spice Clethra	5 gal	24" Ht.
COR FL2	14	Cornus sericea 'Flaviramea'	Yellow Twig Dogwood	B & B	30" Ht.
ILE VER	1	Ilex verticillata 'Jim Dandy'	Jim Dandy Winterberry	B & B	30" Ht.
ILE RED	6	Ilex verticillata 'Red Sprite'	Red Sprite Winterberry	3 gal	18" Ht.
LIN BEN	7	Lindera benzoin	Spicebush	5 gal	30" Ht.
PHY DI2	10	Physocarpus opulifolius 'Diabolo'	Diablo Ninebark	B & B	30" Ht.
RHU TIG	11	Rhus typhina 'Tiger Eyes'	Tiger Eyes Sumac	5 gal	36" Ht.
EVERGREEN SHRUBS					
CHA AL1	13	Chamaecyparis lawsoniana 'Alumi'	Lake Erie Blue False Cypress	B & B	36" Ht.
CHA G13	3	Chamaecyparis pisifera 'Golden Mop'	Golden Mop Threadleaf False Cypress	B & B	24" Ht.
JUN FOR	8	Juniperus chinensis 'Sea Green'	Sea Green Juniper	B & B	30" Ht.
THU WHI	10	Thuja plicata 'Whipcord'	Whipcord Western Red Cedar	3 gal	15" Ht.

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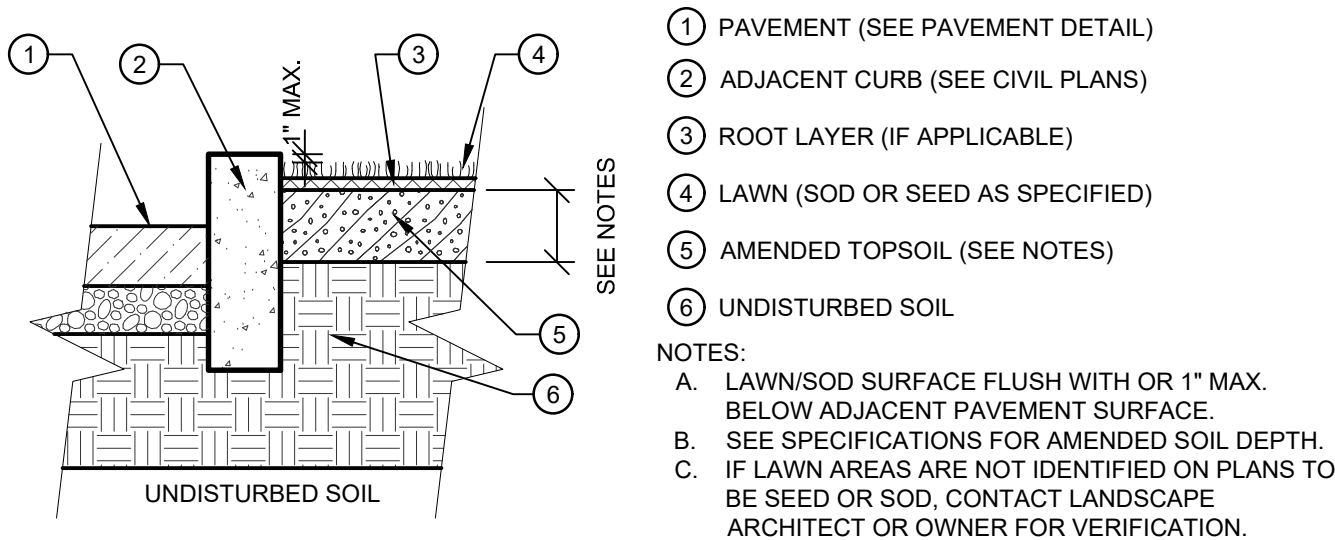
- NOTES:
- REMOVE ALL TWINE, ROPE, WIRE, AND BURLAP FROM TOP $\frac{1}{2}$ OF ROOTBALL. TOP OF ROOTBALL TO BE FLUSH WITH FINISH GRADE AFTER SETTLEMENT. ROOT FLARE 1" ABOVE FINISH GRADE.
 - TREE PIT TO BE THREE TIMES THE WIDTH OF THE ROOTBALL.
 - SCARIFY BOTTOM AND SIDES OF TREE PIT TO 4" MIN. DEPTH.
 - SUBSOIL AND TOPSOIL REMOVED FROM EXCAVATIONS MAY BE USED AS PLANTING SOIL PROVIDED IT IS FREE OF ROCKS & DELETERIOUS MATERIALS. TOPSOIL AMENDED PER SOIL TESTING REPORT.
 - SOIL BERM 4" HIGH X 8" WIDE ABOVE ROOT BALL SURFACE SHALL BE CONSTRUCTED AROUND THE ROOT BALL. BERM SHALL BEGIN AT ROOT BALL PERIPHERY.
 - MULCH RING (SEE SPECIFICATIONS FOR DEPTH) AROUND TRUNK. MINIMUM 36" RADIUS DO NOT PLACE MULCH WITHIN 3" OF TRUNK.
 - GATOR BAG TO BE INSTALLED & FILLED PER MANUFACTURER'S SPECIFICATIONS ON ALL TREES WHEN INSTALLED BETWEEN JUNE - AUG. 1"-4" CALIPER (1 BAG), 5"-8" (2 BAGS).
 - TREE WRAP FOR TREES ABOVE 5" CALIPER REQUIRE A 4" CORRUGATED PVC TUBING DOUBLE WRAPPED IN FILTER FABRIC SOCK PIPE.
 - TREES UNDER 5" CALIPER ARE NOT REQUIRED TO BE GUYED UNLESS LOCATED ON SLOPES GREATER THAN 3:1 OR IN A WINDY LOCATION OR OTHER WISE DETERMINED NECESSARY.

1 TYP. TREE PLANTING DETAIL
NOT TO SCALE P-21-HYD-01

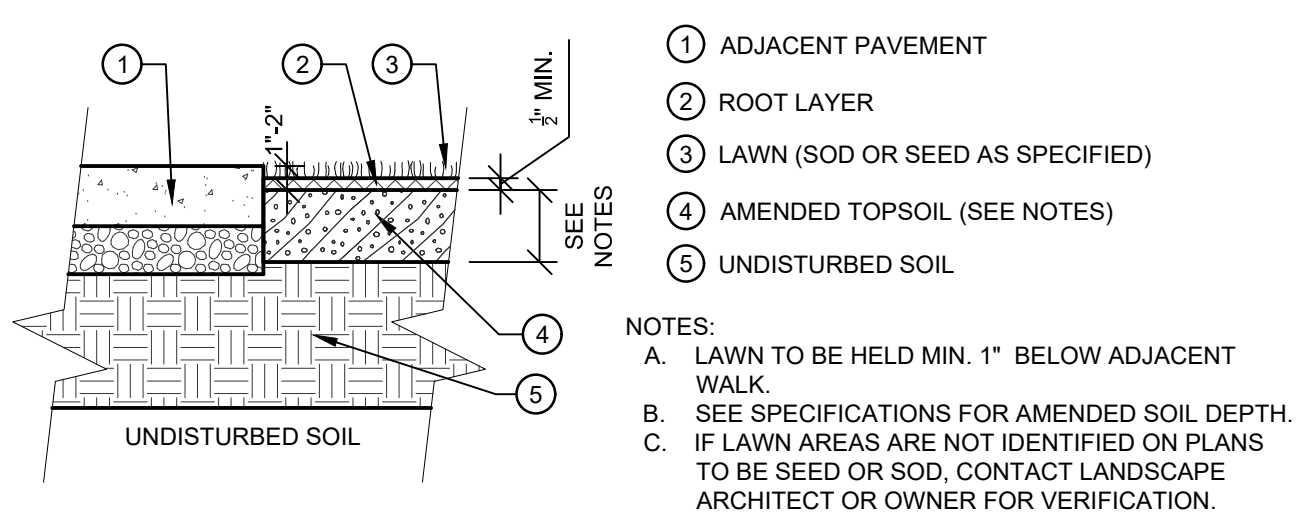


- NOTES:
- REMOVE ALL TWINE, ROPE, WIRE, AND BURLAP FROM TOP $\frac{1}{2}$ OF ROOTBALL. TOP OF ROOTBALL TO BE FLUSH WITH FINISH GRADE AFTER SETTLEMENT. ROOT FLARE 1" ABOVE FINISH GRADE.
 - TREE PIT TO BE THREE TIMES THE WIDTH OF THE ROOTBALL.
 - SCARIFY BOTTOM AND SIDES OF TREE PIT TO 4" MIN. DEPTH.
 - SUBSOIL AND TOPSOIL REMOVED FROM EXCAVATIONS MAY BE USED AS PLANTING SOIL PROVIDED IT IS FREE OF ROCKS & DELETERIOUS MATERIALS. TOPSOIL AMENDED PER SOIL TESTING REPORT.
 - SOIL BERM 4" HIGH X 8" WIDE ABOVE ROOT BALL SURFACE SHALL BE CONSTRUCTED AROUND THE ROOT BALL. BERM SHALL BEGIN AT ROOT BALL PERIPHERY.
 - MULCH RING (SEE SPECIFICATIONS FOR DEPTH) AROUND TRUNK. MINIMUM 36" RADIUS DO NOT PLACE MULCH WITHIN 3" OF TRUNK.
 - GATOR BAG TO BE INSTALLED & FILLED PER MANUFACTURER'S SPECIFICATIONS ON ALL TREES WHEN INSTALLED BETWEEN JUNE - AUG.

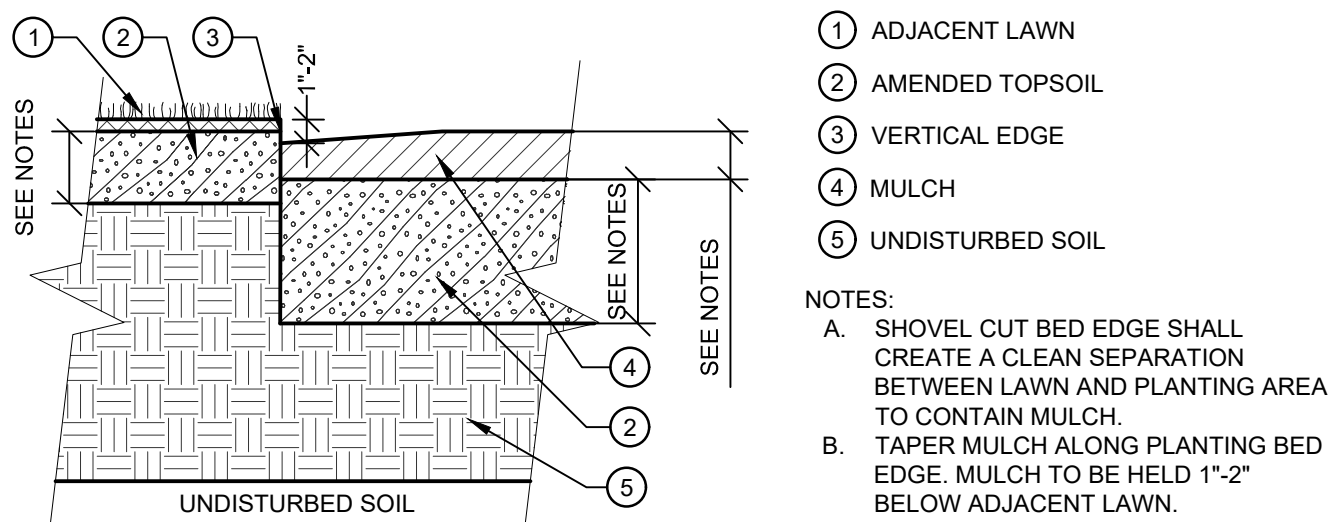
2 TYP. EVERGREEN PLANTING DETAIL
NOT TO SCALE P-21-HYD-02



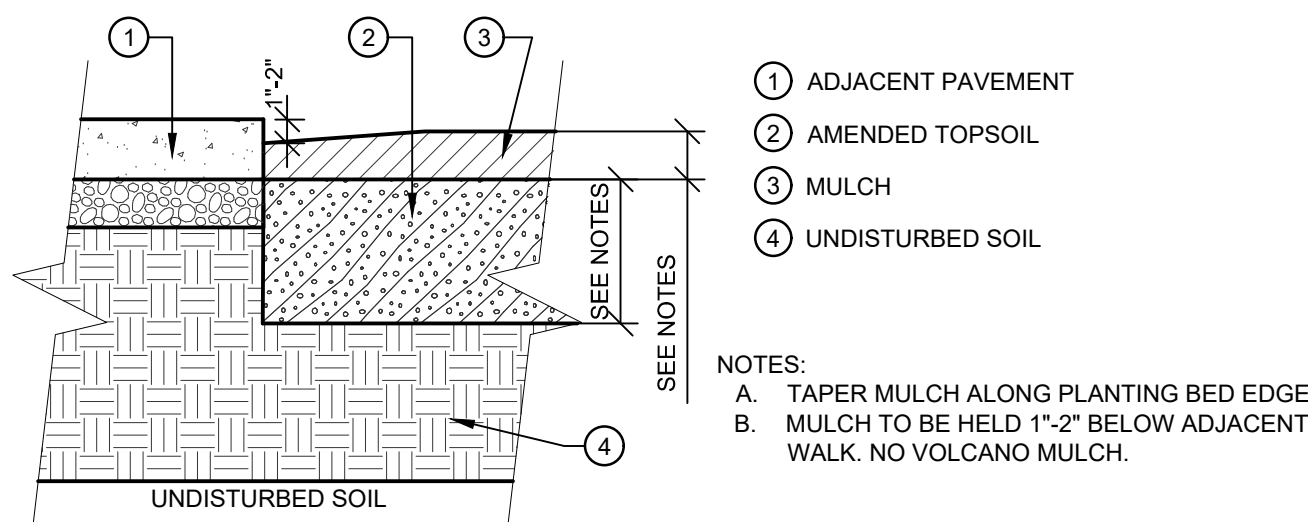
3 LAWN ADJACENT TO CURB
NOT TO SCALE P-21-HYD-04



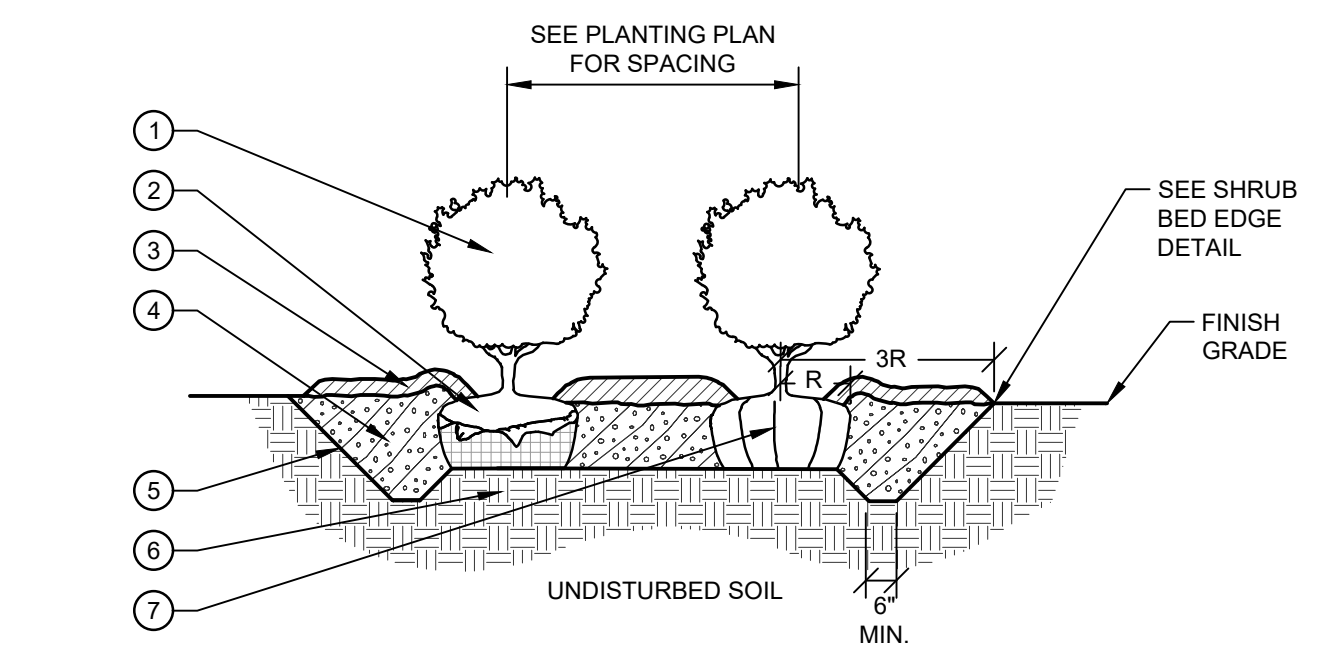
4 LAWN ADJACENT TO PAVED SURFACE
NOT TO SCALE P-21-HYD-05



5 MULCH BED EDGE ADJACENT TO LAWN
NOT TO SCALE P-21-HYD-07

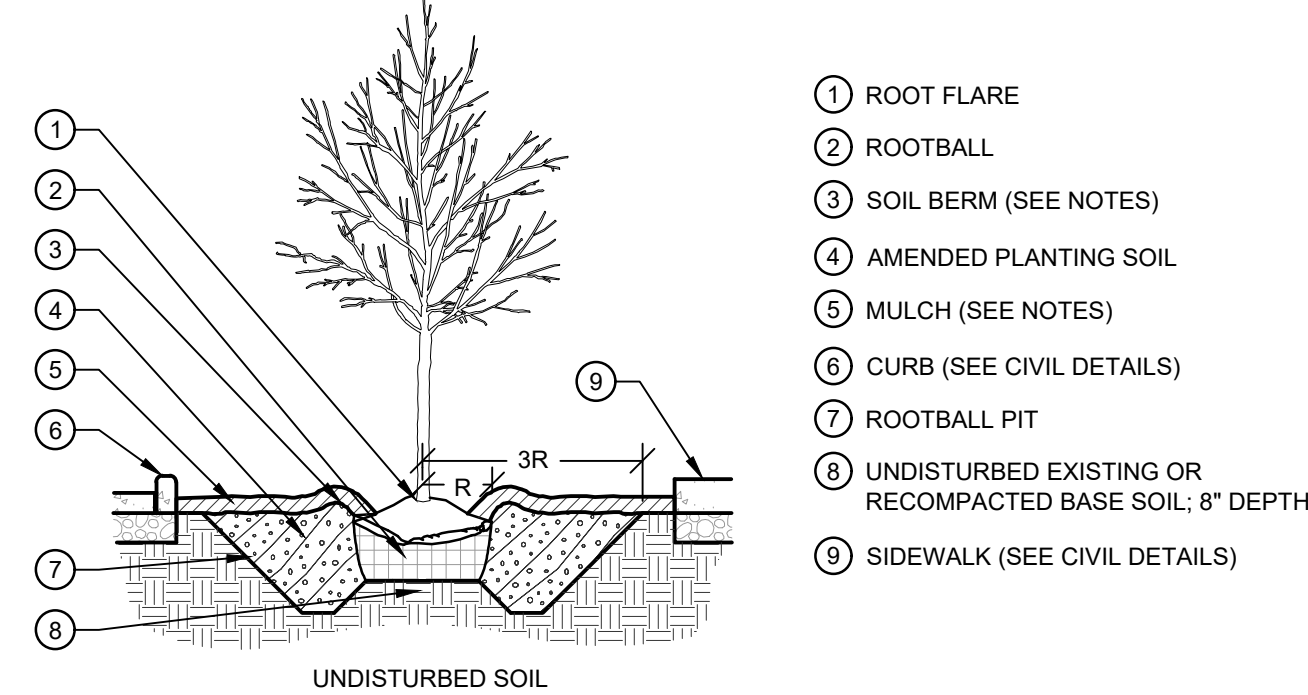


6 MULCH BED EDGE ADJACENT TO WALK
NOT TO SCALE P-21-HYD-08



- NOTES:
- B&B: REMOVE TWINE, ROPE, WIRE, & BURLAP FROM TOP $\frac{1}{2}$ OF ROOTBALL. TOP OF ROOTBALL TO BE FLUSH WITH FINISH GRADE AFTER SETTLEMENT. ROOT FLARE 1" ABOVE FINISH GRADE.
 - CONTAINER: LOOSEN ROOT BALL OF ANY ROOT BOUND SHRUB.
 - SHRUB PIT TO BE THREE TIMES THE WIDTH OF THE ROOTBALL.
 - SCARIFY BOTTOM AND SIDES OF SHRUB PIT TO 4" MIN. DEPTH.
 - SUBSOIL AND TOPSOIL REMOVED FROM EXCAVATIONS MAY BE USED AS PLANTING SOIL PROVIDED IT IS FREE OF ROCKS & DELETERIOUS MATERIALS. TOPSOIL AMENDED PER SOIL TESTING REPORT.
 - MULCH ENTIRE SHRUB BED (SEE SPECIFICATIONS FOR DEPTH). MINIMUM 36" RADIUS. DO NOT PLACE MULCH WITHIN 3" OF STEMS.

7 SHRUB PLANTING DETAIL
NOT TO SCALE P-21-HYD-06



- NOTES:
- REMOVE ALL TWINE, ROPE, WIRE, AND BURLAP FROM TOP $\frac{1}{2}$ OF ROOTBALL. TOP OF ROOTBALL TO BE FLUSH WITH FINISH GRADE AFTER SETTLEMENT. ROOT FLARE 1" ABOVE FINISH GRADE.
 - TREE PIT TO BE THREE TIMES THE WIDTH OF THE ROOTBALL.
 - SCARIFY BOTTOM AND SIDES OF TREE PIT TO 4" MIN. DEPTH.
 - SUBSOIL AND TOPSOIL REMOVED FROM EXCAVATIONS MAY BE USED AS PLANTING SOIL PROVIDED IT IS FREE OF ROCKS & DELETERIOUS MATERIALS. TOPSOIL AMENDED PER SOIL TESTING REPORT.
 - SOIL BERM 4" HIGH X 8" WIDE ABOVE ROOT BALL SURFACE SHALL BE CONSTRUCTED AROUND THE ROOT BALL. BERM SHALL BEGIN AT ROOT BALL PERIPHERY.
 - MULCH (SEE SPECIFICATIONS FOR DEPTH). DO NOT PLACE MULCH WITHIN 3" OF TRUNK. TOP OF MULCH SHALL BE A MINIMUM OF 1" BELOW ADJACENT CURB/WALK FOR MULCH CONTAINMENT.
 - SEE TYP. TREE PLANTING DETAIL FOR TREE WRAP AND WATERING REQUIREMENTS.

8 TREE ADJACENT TO CURB AND SIDEWALK
NOT TO SCALE P-21-HYD-15

GENERAL LANDSCAPE NOTES

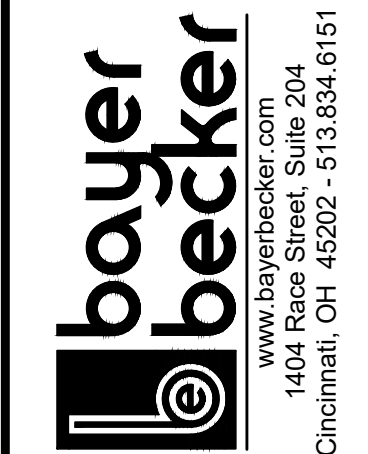
- REFER TO LANDSCAPE SPECIFICATIONS FOR ADDITIONAL INSTALLATION REQUIREMENTS.
- THE CONTRACTOR SHALL VISIT THE SITE AND COMPLETELY REVIEW THESE DOCUMENTS AND FULLY UNDERSTAND THE NATURE AND SCOPE OF WORK NEEDED TO ACHIEVE THE FINISHED PRODUCT INTENDED BY THE OWNER. IN ADDITION, THE CONTRACTOR SHALL AT ONCE REPORT TO THE LANDSCAPE ARCHITECT, INACCURACIES OR INCONSISTENCIES DISCOVERED, FAILURE TO REASONABLY RECOGNIZE OR NOTIFY THE LANDSCAPE ARCHITECT OF SUCH ITEMS SHALL RELEASE THE LANDSCAPE ARCHITECT AND OWNER OF ALL LIABILITY. ANY DEVIATIONS FROM THESE DOCUMENTS WITHOUT WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT SHALL BE CORRECTED AT THE CONTRACTORS EXPENSE.
- PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS NECESSARY TO COMPLETE THE WORK, LOCATING ALL UNDERGROUND UTILITIES, AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING INSTALLATION. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC., WHICH MAY OCCUR AS A RESULT OF LANDSCAPE CONSTRUCTION.
- CONTRACTOR MUST CERTIFY THAT ITS SAFETY PROGRAM MEETS REGULATORY REQUIREMENTS AT A MINIMUM. CONTRACTOR TO PROVIDE DOCUMENTATION OF THE OSHA RECORD KEEPING SUMMARY.
- REFER TO BID DOCUMENTS AND COMPLY WITH ALL STATE & LOCAL TRAFFIC AND SAFETY REQUIREMENTS REGARDING APPROVED WORK TIMES, SCHEDULING OF INSTALLATION, AND ALL OTHER REQUIREMENTS.
- LANDSCAPE CONTRACT IS RESPONSIBLE FOR COORDINATING WITH OTHER CONTRACTORS AND/OR LOCATING PROPOSED SITE UTILITIES, STORM STRUCTURES, EASEMENTS, ETC.
- ALL PLANT MATERIAL MUST BE INSTALLED ACCORDING TO THE APPROVED LANDSCAPING PLAN BY NO LATER THAN THE NEXT PLANTING SEASON OR WITHIN 6 MONTHS FROM THE COMPLETION OF ALL SITE CONSTRUCTION.
- CONTRACTOR TO VERIFY ALL PLANT QUANTITIES. ANY DISCREPANCY BETWEEN THE PLANTING LIST AND THE PLAN SHALL BE VERIFIED BY THE LANDSCAPE ARCHITECT. ALL SUBSTITUTIONS AND/OR CHANGES SHALL BE REQUESTED IN WRITING TO THE OWNER OR OWNER'S REPRESENTATIVE AND BE APPROVED BY THE LANDSCAPE ARCHITECT AND THE LOCAL MUNICIPALITY (IF REQUIRED) PRIOR TO INSTALLATION.
- INSTALL PLANTS - REFER TO TYPICAL PLANTING DETAILS FOR PLANT INSTALLATION.
- IT IS THE CONTRACTOR'S OPTION WHETHER OR NOT TO STAKE A TREE UNDER 5" CALIPER, BUT IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO ASSURE THAT PLANTS REMAIN IN AN UPRIGHT POSITION UNTIL THE END OF THE WARRANTY PERIOD, AT WHICH POINT ANY STAKES & WIRE ARE TO BE REMOVED BY THE CONTRACTOR.
- LANDSCAPE CONTRACTOR SHALL INSTALL GATOR BAGS, PER MANUFACTURER'S RECOMMENDATION FOR ALL TREES THAT ARE NOT OTHERWISE IRRIGATED. GATOR BAGS TO BE INSTALLED AND FILLED BETWEEN JUNE AND AUGUST. (1) BAG REQUIRED FOR 1" - 4" CALIPER TREES AND (2) BAGS REQUIRED FOR 5" - 8" CALIPER TREES.
- LANDSCAPE CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE FROM ALL PLANT BEDS WITHOUT ADVERSELY AFFECTING SITE DRAINAGE. GRADES BEHIND CURBS FOR AREAS TO RECEIVE MULCH SHALL BE HELD 4 INCHES BELOW TOP OF CURB AND 2 INCHES BELOW TOP OF CURB FOR SOD.
- CONTRACTOR TO RUN PERCOLATION TESTS TO ASSURE PROPER DRAINAGE IN PLANTING AREAS.
- ADDITIONAL ROCK EXCAVATION AND TOPSOIL MAY BE REQUIRED TO OBTAIN SPECIFIED PLANTING DEPTHS FOR ROOT COVERAGE BASED ON SITE CONDITIONS.

IRRIGATION NOTES

- LANDSCAPE CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL PLANT MATERIAL WITH THE IRRIGATION CONTRACTOR. IRRIGATION SYSTEM TO BE ACTIVATED UPON COMPLETION OF ALL LAWN AREAS.
- ALL IRRIGATION COMPONENTS SHALL BE OF THE SAME MANUFACTURER & INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
- FURNISH ALL DESIGN, LABOR, MATERIALS, AND EQUIPMENT FOR THE PROPER INSTALLATION OF AN IRRIGATION SYSTEM TO SERVICE ALL LAWN AND PLANTED AREAS.
- THE CONTRACTOR SHALL PROVIDE LAYOUT AND DESIGN COORDINATION WITH THE LANDSCAPE REQUIREMENTS OF THE PLANTING TYPES, LOCATIONS AND SHALL INCLUDE WATER SAVING PRODUCTS (LIKE EPA WATERSENSE) AND PRACTICES WHICH DEMONSTRATE THE HIGHEST LEVEL OF PERFORMANCE (WATER SAVING FEATURES).
- SMART CONTROLLERS, HIGH-EFFICIENCY SPRAY NOZZLES, PRESSURE REGULATED HEADS, AND DRIPLINE IN BEDS MUST BE INCORPORATED. INDIVIDUAL SUB-ZONES MUST BE TAILORED TO THE WATERING REQUIREMENTS OF EACH MAJOR PLANT TYPE. UNDER NO CIRCUMSTANCES SHALL ANY TURF AREAS BE WATERED IN COMBINATION WITH PLANT BEDS. SPACING OF ALL SPRINKLER EQUIPMENT SELECTED SHALL NOT EXCEED THE MANUFACTURER'S RECOMMENDATIONS AS PUBLISHED. "HEAD TO HEAD" COVERAGE IS REQUIRED IN ALL TURF AREAS.
- IRRIGATION CONTRACTOR SHALL PARTICIPATE IN COORDINATION MEETINGS AS REQUIRED WITH THE OWNER'S REPRESENTATIVE AND RELATED PARTIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- THE IRRIGATION SYSTEM IS TO BE INSTALLED BY A CONTRACTOR WHO SPECIALIZES IN IRRIGATION DESIGN AND INSTALLATION AND HAS INSTALLED AT LEAST FIVE (5) PROJECTS OF EQUAL OR COMPARATIVE SIZE AND COMPLEXITY. IRRIGATION WORK SHALL BE PERFORMED BY A SINGLE FIRM, ACCEPTABLE TO THE OWNER'S REPRESENTATIVE AND LICENSED AS A CONTRACTOR IN THE STATE WHERE THE PROJECT IS TO BE INSTALLED.
- THE SYSTEM SHALL BE DESIGNED BY A CERTIFIED EPA WATERSENSE PARTNER, AS FOUND ON THE EPA WATERSENSE WEBSITE, OR MUST BE A MEMBER OF THE IRRIGATION ASSOCIATION (IA), FAIRFAZ, VA, AND HOLD A CID (CERTIFIED DESIGNER/DESIGNER) QUALIFICATION.
- REFERENCED STANDARDS: AMERICAN SOCIETY FOR TESTING AND MATERIALS, ANNUAL BOOK OF ASTM STANDARDS, LATEST EDITION.
- CODES AND STANDARDS: IRRIGATION DESIGN AND INSTALLATION SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL GOVERNING AGENCY REQUIREMENTS AND TO INDUSTRY STANDARDS. NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY IN WRITING OF ANY DISCREPANCIES, INCONSISTENCIES, OR CONTRADICTORY REQUIREMENTS.
- SUBSTITUTIONS: NO SUBSTITUTIONS FROM THE INITIAL PLAN WILL BE PERMITTED WITHOUT REVIEW AND APPROVAL BY THE OWNER'S REPRESENTATIVE. REQUESTS MUST BE MADE TWO (2) WEEKS IN ADVANCE OF THE PROJECT START DATE. IN THE EVENT THE CONTRACTOR WISHES TO MAKE SUBSTITUTIONS OF MATERIALS, SUFFICIENT DESCRIPTIVE LITERATURE, NEW DESIGN, AND MATERIAL SAMPLES MUST BE FURNISHED TO ESTABLISH THE MATERIAL AS AN EQUAL SUBSTITUTE, AND THE DESIGN AS FUNCTIONAL. THE PROPOSED MATERIAL SUBSTITUTION MUST MEET THE ORIGINAL DESIGN INTENT AS IT PERTAINS TO WATER CONSERVATION.
- APPROVAL AND SELECTION OF MATERIALS AND WORK: THE SELECTION OF ALL MATERIALS AND THE EXECUTION OF ALL OPERATIONS REQUIRED UNDER THIS PERFORMANCE SPECIFICATION IS SUBJECT TO THE APPROVAL OF THE OWNER'S REPRESENTATIVE. WHO HAS THE RIGHT TO REJECT ANY AND ALL MATERIALS AND ANY AND ALL WORK WHICH, IN THEIR OPINION, DOES NOT MEET THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AT ANY STAGE OF THE OPERATION. REMOVE REJECTED WORK AND MATERIALS FROM PROJECT SITE AND REPLACE PROMPTLY.
- WARRANTY FOR IRRIGATION SERVICE, PLUMBING, & DRAINAGE SHALL BE GUARANTEED FOR A PERIOD OF 1 YEAR AND WILL INCLUDE START-UP, WINTERIZATION, AND SECOND SEASON START-UP. WARRANTY SHALL INCLUDE ALL LABOR, MATERIAL, TOOLS, AND EQUIPMENT AS NECESSARY TO PROVIDE A FUNCTIONING SYSTEM, FREE FROM DEFECTS AND ADJUSTED PROPERLY FOR APPROPRIATE WATER DELIVERY TO ALL PLANT MATERIAL.

TOWNES AT MONROE CROSSINGS

SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO
LANDSCAPE DETAILS



Drawing: 21-0017.LA
Drawn by: LEM
Checked By: AJB
Issue Date: 11-06-24
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Plot time: Nov 05, 2024, 2:18pm
Drawing name: J:\2021\121-0017\LANDWG021-0017.Ldw - Layout Tab: 9 Landscape Notes

SECTION 32 93 00 - PLANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. DRAWINGS AND GENERAL PROVISIONS OF THE CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS AND DIVISION 01 SPECIFICATION SECTIONS, APPLY TO THIS SECTION.

1.2 SUMMARY

- A. SECTION INCLUDES:
- PLANTS.
 - PLANTING SOILS.
 - MISCELLANEOUS PRODUCTS.
- 1.3 SUBMITTALS
- A. PRODUCT DATA: FOR EACH TYPE OF PRODUCT IDENTIFIED, INCLUDING SOILS.
- PLANT MATERIALS: INCLUDE QUANTITIES, SIZES, QUALITY, AND SOURCES FOR PLANT MATERIALS.
 - PESTICIDES AND HERBICIDES: INCLUDE PRODUCT LABEL AND MANUFACTURER'S APPLICATION INSTRUCTIONS SPECIFIC TO THE PROJECT.
 - SAMPLES FOR VERIFICATION: SUBMIT EACH PRODUCT AND MATERIAL WHERE REQUIRED BY THE SPECIFICATIONS TO THE OWNER'S REPRESENTATIVE FOR APPROVAL.
 - PRODUCT CERTIFICATES: FOR EACH TYPE OF MANUFACTURED PRODUCT, FROM MANUFACTURER, AND COMPLYING WITH THE FOLLOWING:
 - MANUFACTURER'S CERTIFIED ANALYSIS OF STANDARD PRODUCTS.
 - MATERIAL TEST REPORTS: FOR STANDARDIZED ASTM D 5268 TOPSOIL, EXISTING NATIVE SURFACE TOPSOIL, AND IMPORTED OR MANUFACTURED TOPSOIL.
 - WARRANTY: SAMPLE OF SPECIAL WARRANTY.

1.4 QUALITY ASSURANCE

- A. INSTALLER QUALIFICATIONS: A QUALIFIED LANDSCAPE INSTALLER WHOSE WORK HAS RESULTED IN SUCCESSFUL ESTABLISHMENT OF PLANTS.
- EXPERIENCE: FIVE YEARS' EXPERIENCE IN LANDSCAPE INSTALLATION IN ADDITION TO REQUIREMENTS IN DIVISION 01 SECTION "QUALITY REQUIREMENTS."
 - INSTALLER'S FIELD SUPERVISION: REQUIRE INSTALLER TO MAINTAIN AN EXPERIENCED FULL-TIME SUPERVISOR ON PROJECT WHEN WORK IS IN PROGRESS.
 - PESTICIDE APPLICATION: STATE LICENSED, COMMERCIAL.
- B. SOIL ANALYSIS: FOR EACH UNAMENDED SOIL TYPE, FURNISH SOIL ANALYSIS AND A WRITTEN REPORT BY A QUALIFIED SOIL-TESTING LABORATORY STATING PERCENTAGES OF ORGANIC MATTER; GRADATION OF SAND, SILT, AND CLAY CONTENT; CATION EXCHANGE CAPACITY; SODIUM ABSORPTION RATIO; DELETERIOUS MATERIAL; PH; AND MINERAL AND PLANT-NUTRIENT CONTENT OF THE SOIL.
- TESTING METHODS: USE THE FOLLOWING TESTING METHODS THAT COMPLY WITH USDA'S HANDBOOK NO. 60.
 - THE SOIL-TESTING LABORATORY SHALL OVERSEE SOIL SAMPLING, WITH DEPTH, LOCATION, AND NUMBER OF SAMPLES TO BE TAKEN PER INSTRUCTIONS FROM LANDSCAPE ARCHITECT. A MINIMUM OF THREE REPRESENTATIVE SAMPLES SHALL BE TAKEN FROM VARIED LOCATIONS FOR EACH SOIL TO BE USED OR AMENDED FOR PLANTING PURPOSES.
 - REPORT SUITABILITY OF TESTED SOIL FOR PLANT GROWTH.
- C. BASED UPON THE TEST RESULTS, STATE RECOMMENDATIONS FOR SOIL TREATMENTS AND SOIL AMENDMENTS TO BE INCORPORATED. STATE RECOMMENDATIONS IN WEIGHT PER 1000 SQ. FT. (92.9 SQ. M) OR VOLUME PER CU. YD. (0.76 CU. M) FOR NITROGEN, PHOSPHORUS, AND POTASH NUTRIENTS AND SOIL AMENDMENTS TO BE ADDED TO PRODUCE SATISFACTORY PLANTING SOIL SUITABLE FOR HEALTHY, VIABLE PLANTS.
- D. REPORT PRESENCE OF PROBLEM SALTS, MINERALS, OR HEAVY METALS, INCLUDING ALUMINUM, ARSENIC, BARIUM, CADMIUM, CHROMIUM, COBALT, LEAD, LITHIUM, AND VANADIUM. IF SUCH PROBLEM MATERIALS ARE PRESENT, PROVIDE ADDITIONAL RECOMMENDATIONS FOR CORRECTIVE ACTION.
- E. PROVIDE QUALITY, SIZE, GENUS, SPECIES, AND VARIETY OF PLANTS INDICATED, COMPLYING WITH APPLICABLE REQUIREMENTS IN ANSI Z60.1, AND WITH HEALTHY ROOT SYSTEMS DEVELOPED BY TRANSLANTING OR ROOT PRUNING. PROVIDE FULLY BRANCHED, HEALTHY, VIGOROUS STOCK, FREE OF DISEASE, INJURIES, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT.
- IF FORMAL ARRANGEMENTS OR CONSECUTIVE ORDER OF TREES OR SHRUBS IS SHOWN, SELECT STOCK FOR UNIFORM HEIGHT AND SPREAD, AND NUMBER LABEL TO ASSURE SYMMETRY IN PLANTING.
- D. MEASUREMENTS: MEASURE ACCORDING TO ANSI Z60.1. DO NOT PRUNE TO OBTAIN REQUIRED SIZES.
- TREES AND SHRUBS: MEASURE WITH BRANCHES OR CANES IN THEIR NORMAL POSITION. TAKE HEIGHT MEASUREMENTS FROM OR NEAR THE TOP OF THE ROOT FLARE FOR FIELD-GROWN STOCK AND CONTAINER-GROWN STOCK. MEASURE MAIN BODY OF TREE OR SHRUB FOR HEIGHT AND SPREAD; DO NOT MEASURE BRANCHES OR ROOTS TIP TO TIP. TAKE CALIPER MEASUREMENTS 6 INCHES (150 MM) ABOVE THE ROOT FLARE FOR TREES UP TO 4-INCH (100-MM) CALIPER SIZE, AND 12 INCHES (300 MM) ABOVE THE ROOT FLARE FOR LARGER SIZES.
 - OTHER PLANTS: MEASURE WITH STEMS, PETIOLES, AND FOLIAGE IN THEIR NORMAL POSITION.
- E. PLANT MATERIAL OBSERVATION: LANDSCAPE ARCHITECT MAY OBSERVE PLANT MATERIAL EITHER AT PLACE OF GROWTH OR AT SITE BEFORE PLANTING FOR COMPLIANCE WITH REQUIREMENTS FOR GENUS, SPECIES, VARIETY, CULTIVAR, SIZE, AND QUALITY. LANDSCAPE ARCHITECT RETAINS RIGHT TO OBSERVE TREES AND SHRUBS FURTHER FOR SIZE AND CONDITION OF BALLS AND ROOT SYSTEMS, PESTS, DISEASE SYMPTOMS, INJURIES, AND LATE DEFECTS AND TO REJECT UNSATISFACTORY OR DEFECTIVE MATERIAL AT ANY TIME DURING PROGRESS OF WORK. REMOVE REJECTED TREES OR SHRUBS IMMEDIATELY FROM PROJECT SITE.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. PACKAGED MATERIALS: DELIVER PACKAGED MATERIALS IN ORIGINAL, UNOPENED CONTAINERS SHOWING WEIGHT, CERTIFIED ANALYSIS, NAME AND ADDRESS OF MANUFACTURER, AND INDICATION OF CONFORMANCE WITH STATE AND FEDERAL LAWS IF APPLICABLE.
- B. BULK MATERIALS:
- DO NOT DUMP OR STORE BULK MATERIALS NEAR STRUCTURES, UTILITIES, WALKWAYS AND PAVEMENTS, OR ON EXISTING TURF AREAS OR PLANTS.
 - PROVIDE EROSION-CONTROL MEASURES TO PREVENT EROSION OR DISPLACEMENT OF BULK MATERIALS, DISCHARGE OF SOIL-BEARING WATER RUNOFF, AND AIRBORNE DUST REACHING ADJACENT PROPERTIES, WATER CONVEYANCE SYSTEMS, OR WALKWAYS.
 - ACCOMPANY EACH DELIVERY OF BULK FERTILIZERS, LIME, AND SOIL AMENDMENTS WITH APPROPRIATE CERTIFICATES.
- C. DO NOT PRUNE TREES AND SHRUBS BEFORE DELIVERY. PROTECT BARK, BRANCHES, AND ROOT SYSTEMS FROM SUN SCALD, DRYING, WIND BURN, SWEATING, WHIPPING, AND OTHER HANDLING AND TYING DAMAGE. DO NOT BEND OR BIND-TIE TREES OR SHRUBS IN SUCH A MANNER AS TO DESTROY THEIR NATURAL SHAPE. PROVIDE PROTECTIVE COVERING OF PLANTS DURING SHIPPING AND DELIVERY. DO NOT DROP PLANTS DURING DELIVERY AND HANDLING.
- D. HANDLE PLANTING STOCK BY THE BALL.
- E. STORE BULBS, CORMS, AND TUBERS IN A DRY PLACE AT 60 TO 65 DEG F (16 TO 18 DEG C) UNTIL PLANTING.
- F. DELIVER PLANTS AFTER PREPARATIONS FOR PLANTING HAVE BEEN COMPLETED, AND INSTALL IMMEDIATELY. IF PLANTING IS DELAYED MORE THAN SIX HOURS AFTER DELIVERY, SET PLANTS AND TREES IN THEIR APPROPRIATE ASPECT (SUN, FILTERED SUN, OR SHADE), PROTECT FROM WEATHER AND MECHANICAL DAMAGE, AND KEEP ROOTS MOIST.
- SET BALLED STOCK ON GROUND AND COVER BALL WITH SOIL, PEAT MOSS, SAWDUST, OR OTHER ACCEPTABLE MATERIAL.
 - DO NOT REMOVE CONTAINER-GROWN STOCK FROM CONTAINERS BEFORE TIME OF PLANTING.
 - WATER ROOT SYSTEMS OF PLANTS STORED ON-SITE DEEPLY AND THOROUGHLY WITH A FINE-MIST SPRAY. WATER AS OFTEN AS NECESSARY TO MAINTAIN ROOT SYSTEMS IN A MOIST, BUT NOT OVERLY-WET CONDITION.

1.6 PROJECT CONDITIONS

- A. FIELD MEASUREMENTS: VERIFY ACTUAL GRADE ELEVATIONS, SERVICE AND UTILITY LOCATIONS, IRRIGATION SYSTEM COMPONENTS, AND CONSENTED PLANTING LOCATIONS CONTIGUOUS WITH NEW PLANTINGS BY FIELD MEASUREMENTS BEFORE PROCEEDING WITH PLANTING WORK.
- B. WEATHER LIMITATIONS: PROCEED WITH PLANTING ONLY WHEN EXISTING AND FORECASTED WEATHER CONDITIONS PERMIT PLANTING TO BE PERFORMED WHEN BENEFICIAL AND OPTIMUM RESULTS MAY BE OBTAINED. APPLY PRODUCTS DURING FAVORABLE WEATHER CONDITIONS ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS AND WARRANTY REQUIREMENTS.
- C. COORDINATION WITH TURF AREAS (LAWNS): PLANT TREES, SHRUBS, AND OTHER PLANTS AFTER FINISH GRADES ARE ESTABLISHED AND BEFORE PLANTING TURF AREAS UNLESS OTHERWISE INDICATED.
- WHEN PLANTING TREES, SHRUBS, AND OTHER PLANTS AFTER PLANTING TURF AREAS, PROTECT TURF AREAS, AND PROMPTLY REPAIR DAMAGE CAUSED BY PLANTING OPERATIONS.

1.7 WARRANTY

- A. SPECIAL WARRANTY: INSTALLER AGREES TO REPAIR OR REPLACE PLANTINGS AND ACCESSORIES THAT FAIL IN MATERIALS, WORKMANSHIP, OR GROWTH WITHIN SPECIFIED WARRANTY PERIOD.
- FAILURES NOT LIMITED TO THE FOLLOWING:
 - DEATH & UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM ABUSE, LACK OF ADEQUATE MAINTENANCE, OR NEGLECT BY OWNER, OR INCIDENTS THAT ARE BEYOND CONTRACTOR'S CONTROL.
 - STRUCTURAL FAILURES INCLUDING PLANTINGS FALLING OR BLOWING OVER.
 - FAULTY PERFORMANCE OF TREE STABILIZATION, EDGINGS.
 - DETERIORATION OF METALS, METAL FINISHES, AND OTHER MATERIALS BEYOND NORMAL WEATHERING.
 - WARRANTY PERIODS FROM DATE OF PLANTING COMPLETION:
 - TREES, SHRUBS, VINES, AND ORNAMENTAL GRASSES: 12 MONTHS.
 - GROUND COVERS, BIENNIALS, PERENNIALS, AND OTHER PLANTS: 12 MONTHS.
 - INCLUDE THE FOLLOWING REMEDIAL ACTIONS AS A MINIMUM:
 - IMMEDIATELY REMOVE DEAD PLANTS AND REPLACE UNLESS REQUIRED TO PLANT IN THE SUCCEEDING PLANTING SEASON.
 - REPLACE PLANTS THAT ARE MORE THAN 25 PERCENT DEAD OR IN AN UNHEALTHY CONDITION AT END OF WARRANTY PERIOD.
 - A LIMIT OF ONE REPLACEMENT OF EACH PLANT WILL BE REQUIRED EXCEPT FOR LOSSES OR REPLACEMENTS DUE TO FAILURE TO COMPLY WITH REQUIREMENTS.
 - PROVIDE EXTENDED WARRANTY FOR PERIOD EQUAL TO ORIGINAL WARRANTY PERIOD, FOR REPLACED PLANT MATERIAL.

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

- A. GENERAL: FURNISH NURSERY-GROWN PLANTS TRUE TO GENUS, SPECIES, VARIETY, CULTIVAR, STEM FORM, SHEARING, AND OTHER FEATURES INDICATED IN PLANT SCHEDULE OR PLANT LEGEND SHOWN ON DRAWINGS AND COMING WITH ANSI Z60.1, AND WITH HEALTHY ROOT SYSTEMS DEVELOPED BY TRANSLANTING OR ROOT PRUNING. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK, DENSELY FOLIATED WHEN IN LEAF AND FREE OF DISEASE, PESTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT.
- TREES WITH DAMAGED, CROOKED, OR MULTIPLE LEADERS; TIGHT VERTICAL BRANCHES WHERE BARK IS SQUEEZED BETWEEN TWO BRANCHES OR BETWEEN BRANCH AND TRUNK ("INCLUDED BARK"); CROSSING TRUNKS; CUT-OFF LIMBS MORE THAN 3/4 INCH (19 MM) IN DIAMETER; OR WITH STEM GIRDLING ROOTS WILL BE REJECTED.
 - COLLECTED STOCK: DO NOT USE PLANTS HARVESTED FROM THE WILD, FROM NATIVE STANDS, FROM AN ESTABLISHED LANDSCAPE PLANTING, OR NOT GROWN IN A NURSERY UNLESS OTHERWISE INDICATED.

- B. PROVIDE PLANTS OF SIZES, GRADES, AND BALL OR CONTAINER SIZES COMPLYING WITH ANSI Z60.1 FOR TYPES AND FORM OF PLANTS REQUIRED. PLANTS OF A LARGER SIZE MAY BE USED IF ACCEPTABLE TO LANDSCAPE ARCHITECT.
- D. WATER THOROUGHLY AFTER PLANTING, TAKING CARE NOT TO COVER PLANT CROWNS WITH WET SOIL.
- E. PROTECT PLANTS FROM HOT SUN AND WIND; REMOVE PROTECTION IF PLANTS SHOW EVIDENCE OF RECOVERY FROM TRANSPLANTING SHOCK.
- 3.8 PLANTING AREA MULCHING
- A. INSTALL WEED-CONTROL BARRIERS BEFORE MULCHING ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS. COMPLETELY COVER AREA TO BE MULCHED, OVERLAPPING EDGES A MINIMUM OF 6 INCHES (150 MM) AND SECURE SEAMS WITH GALVANIZED PINS. PINS TO BE 8"-10" APART ALONG EDGES AND 12" MINIMUM IN CENTER.
- B. MULCH BACKFILLED SURFACES OF PLANTING AREAS AND OTHER AREAS INDICATED.
- TREES AND SHRUBS: APPLY ORGANIC MULCH WITH RING OF 4-INCH (75-MM) AVERAGE THICKNESS, WITH 36-INCH (900-MM) RADIUS AROUND TRUNKS OR STEMS. DO NOT PLACE MULCH WITHIN 3 INCHES (75 MM) OF TRUNKS OR STEMS OR VOLCANO MULCH.
 - ORGANIC MULCH IN PLANTING AREAS: APPLY 2-INCH (50-MM) AVERAGE THICKNESS OF ORGANIC MULCH EXTENDING 12 INCHES (300 MM) BEYOND EDGE OF INDIVIDUAL PLANTING PIT OR TRENCH AND OVER WHOLE SURFACE OF PLANTING AREA, AND FINISH LEVEL WITH ADJACENT FINISH GRADES. DO NOT PLACE MULCH WITHIN 3 INCHES (75 MM) OF TRUNKS OR STEMS.

2.2 INORGANIC SOIL AMENDMENTS

- A. LIME: ASTM C 602, AGRICULTURAL LIMING MATERIAL CONTAINING A MINIMUM OF 80 PERCENT CALCIUM CARBONATE EQUIVALENT AND AS FOLLOWS:
- PROVIDE LIME IN FORM OF GROUND DOLOMITIC LIMESTONE PER ASTM 605, CONTAINING NOT LESS THAN 85% OF TOTAL CARBONATES AND SHALL BE GROUND TO SUCH A FINENESS THAT 50% WILL PASS THROUGH A 100 MESH SIEVE AND 90% WILL PASS THROUGH A 20 MESH SIEVE. COARSER MATERIAL WILL BE ACCEPTABLE PROVIDED THE SPECIFIED RATES OF APPLICATION ARE INCREASED PROPORTIONALLY ON THE BASIS OF QUANTITIES PASSING THE 100 MESH SIEVE.
 - SULFUR: GRANULAR, BIODEGRADABLE, AND CONTAINING A MINIMUM OF 90 PERCENT SULFUR, WITH A MINIMUM OF 99 PERCENT PASSING THROUGH NO. 6 (3.35-MM) SIEVE AND A MAXIMUM OF 10 PERCENT PASSING THROUGH NO. 40 (0.425-MM) SIEVE.

2.3 MULCHES

- A. ORGANIC MULCH: FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS, CONSISTING OF THE FOLLOWING:
 - TYPE: DOUBLE SHREDDED HARDWOOD BARK.

2.4 MISCELLANEOUS PRODUCTS

- A. ANTIDISECCANT: WATER-INSOLUBLE EMULSION, PERMEABLE MOISTURE RETARDER, FILM FORMING, FOR TREES AND SHRUBS. DELIVER IN ORIGINAL, SEALED, AND FULLY LABELED CONTAINERS AND MIX ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS.
- B. TREE-WRAP TAPE: TWO LAYERS OF CRINKLED PAPER CEMENTED TOGETHER WITH BITUMINOUS MATERIAL, 4" WIDE MINIMUM, WITH STRETCH FACTOR 3:1 PERCENT.
- C. PRE-EMERGENT HERBICIDE: PRE-EMERGENT WEED SEEDLINGS, APPLY ONE OF THE FOLLOWING PRE-EMERGENT HERBICIDES AS MANUFACTURER'S RECOMMENDED RATE:
 - ORYZALIN (SURFLAN).
 - SIMAZIN (PRINCEP).
 - TRIFLURALIN (TRIFLAN).
- D. POST-EMERGENT HERBICIDE: TO KILL EMERGENT WEEDS DURING MAINTENANCE PERIOD, APPLY ONE OF THE FOLLOWING POST-EMERGENT HERBICIDES AT MANUFACTURER'S RECOMMENDED RATE:
 - SETHOXYDIM (POAST).
 - FLUAZIFOP (FUSILADE).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. EXAMINE AREAS TO RECEIVE PLANTS FOR COMPLIANCE WITH REQUIREMENTS AND CONDITIONS AFFECTING INSTALLATION AND PERFORMANCE.
- VERIFY THAT NO FOREIGN OR DELETERIOUS MATERIAL OR LIQUID SUCH AS PAINT, PAINT WASHOUT, CONCRETE SLURRY, CONCRETE LAYERS OR CHUNKS, CEMENT, PLASTER, OILS, GASOLINE, DIESEL FUEL, PAINT THINNER, TURPENTINE, TAR, ROOFING COMPOUND, OR ACID HAS BEEN DEPOSITED IN SOIL WITHIN A PLANTING AREA.
 - DO NOT MIX OR SOIL AMENDMENTS IN FROZEN, WET, OR MUDDY CONDITIONS.
 - SUSPEND SOIL SPREADING, GRADING, AND TILLING OPERATIONS DURING PERIODS OF EXCESSIVE SOIL MOISTURE UNTIL THE MOISTURE CONTENT REACHES ACCEPTABLE LEVELS TO ATTAIN THE REQUIRED RESULTS.
 - UNIFORMLY MOISTEN EXCESSIVELY DRY SOIL THAT IS NOT WORKABLE AND WHICH IS TOO DUSTY.
- B. PROCEED WITH INSTALLATION ONLY AFTER UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.
- C. IF CONTAMINATION BY FOREIGN OR DELETERIOUS MATERIAL OR LIQUID IS PRESENT IN SOIL WITHIN A PLANTING AREA, REMOVE THE SOIL AND CONTAMINATION AS DIRECTED BY LANDSCAPE ARCHITECT AND REPLACE WITH NEW PLANTING SOIL.

3.2 PREPARATION

- A. PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES AND TURF AREAS AND EXISTING PLANTS FROM DAMAGE CAUSED BY PLANTING OPERATIONS.
- B. INSTALL EROSION-CONTROL MEASURES TO PREVENT EROSION OR DISPLACEMENT OF SOILS AND DISCHARGE OF SOIL-BEARING WATER RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS.
- C. LAY OUT INDIVIDUAL TREE OR SHRUB LOCATIONS AND AREAS FOR MULTIPLE PLANTINGS. STAKE LOCATIONS, OUTLINE AREAS, AND ADJUST LOCATIONS WHEN REQUESTED, AND OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF LAYOUT BEFORE EXCAVATING OR PLANTING. MAKE MINOR ADJUSTMENTS AS REQUIRED.
- D. LAY OUT PLANTS AT LOCATIONS DIRECTED BY LANDSCAPE ARCHITECT. STAKE LOCATIONS OF INDIVIDUAL TREES AND SHRUBS AND OUTLINE AREAS FOR MULTIPLE PLANTINGS.
- E. IF EXISTING ECOLOGY CAUSES ADJUSTMENTS OF LANDSCAPE PLANS TO FIT THE SITE CONDITIONS, A STAKE OUT BY LANDSCAPE ARCHITECT AND CONTRACTOR AND ADJUSTMENTS BY LANDSCAPE ARCHITECT SHALL BE REQUIRED PRIOR TO INSTALLATION.
- F. APPLY ANTIDISECCANT TO TREES AND SHRUBS USING POWER SPRAY TO PROVIDE AN ADEQUATE FILM OVER TRUNKS (BEFORE WRAPPING), BRANCHES, STEMS, TWIGS, AND FOLIAGE TO PROTECT DURING DIGGING, HANDLING, AND TRANSPORTATION.
- G. IF EXISTING TREES OR SHRUBS ARE MOVED IN FULL LEAF, SPRAY WITH ANTIDISECCANT AT NURSERY BEFORE MOVING AND AGAIN TWO WEEKS AFTER PLANTING.
- H. WRAP TREES AND SHRUBS WITH BURLAP FABRIC OVER TRUNKS, BRANCHES, STEMS, TWIGS, AND FOLIAGE TO PROTECT FROM WIND AND OTHER DAMAGE DURING DIGGING, HANDLING, AND TRANSPORTATION.

3.3 PLANTING AREA ESTABLISHMENT

- A. LOOSEN SUBGRADE OF PLANTING AREAS TO A MINIMUM DEPTH OF 18 INCHES (450 MM). REMOVE STONES LARGER THAN 1 INCH (25 MM) IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
- APPLY FERTILIZER DIRECTLY TO SUBGRADE BEFORE LOOSENING.
 - SPREAD TOPSOIL, APPLY SOIL AMENDMENTS AND FERTILIZER ON SURFACE, AND THOROUGHLY BLEND PLANTING SOIL.
 - DELAY MIXING FERTILIZER WITH PLANTING SOIL IF PLANTING WILL NOT PROCEED WITHIN A FEW DAYS.
 - MIX LIME WITH DRY SOIL BEFORE MIXING FERTILIZER.
 - SPREAD PLANTING SOIL TO A DEPTH OF 18 INCHES (450 MM) BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER NATURAL SETTLEMENT. DO NOT SPREAD IF PLANTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
- B. FINISH GRADING: GRADE PLANTING AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES.
- C. RESTORE PLANTING AREAS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING.
- D. ALL PLANTING AREAS SHOWN ON PLANS SHALL BE WITHIN 2" OF FINAL GRADE BEFORE LANDSCAPE CONTRACTOR COMMENCES INSTALLATION.

3.4 EXCAVATION FOR TREES AND SHRUBS

- A. PLANTING PITS AND TRENCHES: EXCAVATE CIRCULAR PLANTING PITS WITH SIDES SLOPING INWARD AT A 45-DEGREE ANGLE. EXCAVATIONS WITH VERTICAL SIDES ARE NOT ACCEPTABLE. TRIM PERIMETER OF BOTTOM LEAVING CENTER AREA OF BOTTOM RAISED 8 INCHES TO SUPPORT ROOT BALL AND ASSIST IN DRAINAGE AWAY FROM CENTER. DO NOT FURTHER DISTURB BASE. ENSURE THAT ROOT BALL WILL SIT ON UNDISTURBED BASE SOIL TO PREVENT SETTLING AND ROOT GIRDLING AFTER PLANTING.
- EXCAVATE APPROXIMATELY THREE TIMES AS WIDE AS BALL DIAMETER FOR BALLED AND BURLAPPED STOCK.
 - EXCAVATE AT LEAST 12 INCHES (300 MM) WIDER THAN ROOT SPREAD AND DEEP ENOUGH TO ACCOMMODATE VERTICAL ROOTS FOR BARE-ROOT STOCK.
 - IF DRAIN TILE IS SHOWN ON DRAWINGS OR REQUIRED UNDER PLANTING AREAS, EXCAVATE TO TOP OF POROUS SUBSOIL, BACKFILL OVER TILE.
- B. BACKFILL: OVER SOIL AND TOPSOIL REMOVED FROM EXCAVATIONS MAY BE USED AS PLANTING SOIL PROVIDED IT IS FREE OF ROCKS AND OTHER DELETERIOUS MATERIALS.
- C. OBSTRUCTIONS: NOTIFY LANDSCAPE ARCHITECT IF UNEXPECTED ROCK OR OBSTRUCTIONS DETRIMENTAL TO TREES OR SHRUBS ARE ENCOUNTERED IN EXCAVATIONS.
- D. DRAINAGE: NOTIFY LANDSCAPE ARCHITECT IF SUBSOIL CONDITIONS EVIDENCE UNEXPECTED WATER SEEPAGE OR RETENTION IN TREE OR SHRUB PLANTING PITS.
- E. FILL EXCAVATIONS WITH WATER AND ALLOW TO PERCOLATE AWAY BEFORE POSITIONING TREES AND SHRUBS.

3.5 TREE, SHRUB, AND VINE PLANTING

- A. BEFORE PLANTING, VERIFY THAT ROOT FLARE IS VISIBLE AT TOP OF ROOT BALL ACCORDING TO ANSI Z60.1. IF ROOT FLARE IS NOT VISIBLE, REMOVE SOIL IN A LEVEL MANNER FROM THE ROOT BALL TO WHERE THE TOP-MOST ROOT EMERGES FROM THE TRUNK. AFTER SOIL REMOVAL TO EXPOSE THE ROOT FLARE, VERIFY THAT ROOT BALL STILL MEETS SIZE REQUIREMENTS.
- B. REMOVE STEM GIRDLING ROOTS AND KINKED ROOTS. REMOVE INJURED ROOTS BY CUTTING CLEANLY; DO NOT BREAK.
- C. SET BALLED AND BURLAPPED STOCK PLUMB AND IN CENTER OF PLANTING PIT OR TRENCH WITH ROOT FLARE 1 INCH (25 MM) ABOVE ADJACENT FINISH GRADES.
- D. SET CONTAINER-GROWN STOCK PLUMB AND IN CENTER OF PLANTING PIT OR TRENCH WITH ROOT FLARE 1 INCH (25 MM) ABOVE ADJACENT FINISH GRADES.
- CAREFULLY REMOVE ROOT BALL FROM CONTAINER WITHOUT DAMAGING ROOT BALL OR PLANT.
 - PLACE PLANTING SOIL MIX AROUND ROOT BALL IN LAYERS, TAMPING TO SETTLE MIX AND ELIMINATE VOICE AND AIR POCKETS. WHEN PIT IS APPROXIMATELY ONE-HALF BACKFILLED, WATER THOROUGHLY BEFORE PLACING REMAINDER OF BACKFILL. REPEAT WATERING UNTIL NO MORE WATER IS ABSORBED. WATER AGAIN AFTER PLACING AND TAMPING FINAL LAYER OF PLANTING SOIL MIX.
- E. AFTER THE LANDSCAPE ARCHITECT HAS EXAMINED THE TRUNKS OF NEW INSTALLED TREES, WRAP TREES OF 2-INCH CALIPER AND LARGER WITH TREE-WRAP TAPE. START AT THE BASE OF THE TRUNK AND SPIRAL CIRCLE THE TRUNK TO THE HEIGHT OF THE FIRST BRANCHES. OVERLAP THE WRAP, EXPOSING HALF THE WIDTH, AND SECURELY ATTACH WITHOUT CAUSING GIRDLING. INSPECT TREE TRUNKS FOR INJURY, IMPROPER PRUNING, AND INSECT INFESTATION; TAKE CORRECTIVE MEASURES REQUIRED BEFORE TREE WRAPPING.

3.6 TREE, SHRUB, AND VINE PRUNING

- A. REMOVE ONLY DEAD, DYING, OR BROKEN BRANCHES. DO NOT PRUNE FOR SHAPE.
- B. PRUNE, THIN, AND SHAPE TREES, SHRUBS, AND VINES AS DIRECTED BY LANDSCAPE ARCHITECT.
- C. PRUNE, THIN, AND SHAPE TREES, SHRUBS, AND VINES AS DIRECTED BY LANDSCAPE ARCHITECT. HORTICULTURAL AND ARBORICULTURAL PRACTICES, UNLESS OTHERWISE INDICATED BY LANDSCAPE ARCHITECT, DO NOT CUT TREE LEADERS; REMOVE ONLY INJURED, DYING, OR DEAD BRANCHES FROM TREES AND SHRUBS; AND PRUNE TO RETAIN NATURAL CHARACTER.
- D. DO NOT APPLY PRUNING PAINT TO WOUNDS.

3.7 GROUND COVER AND PLANT PLANTING

- A. SET OUT AND SPACE GROUND COVER AND PLANTS OTHER THAN TREES, SHRUBS, AND VINES AS INDICATED IN EVEN ROWS WITH TRIANGULAR SPACING.
- B. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS.

- C. WORK SOIL AROUND ROOTS TO ELIMINATE AIR POCKETS AND LEAVE A SLIGHT SAUCER INDENTATION AROUND PLANTS TO HOLD WATER.
- D. WATER THOROUGHLY AFTER PLANTING, TAKING CARE NOT TO COVER PLANT CROWNS WITH WET SOIL.
- E. PROTECT PLANTS FROM HOT SUN AND WIND; REMOVE PROTECTION IF PLANTS SHOW EVIDENCE OF RECOVERY FROM TRANSPLANTING SHOCK.

3.8 PLANTING AREA MULCHING

- A. INSTALL WEED-CONTROL BARRIERS BEFORE MULCHING ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS. COMPLETELY COVER AREA TO BE MULCHED, OVERLAPPING EDGES A MINIMUM OF 6 INCHES (150 MM) AND SECURE SEAMS WITH GALVANIZED PINS. PINS TO BE 8"-10" APART ALONG EDGES AND 12" MINIMUM IN CENTER.
- B. MULCH BACKFILLED SURFACES OF PLANTING AREAS AND OTHER AREAS INDICATED.
- TREES AND SHRUBS: APPLY ORGANIC MULCH WITH RING OF 4-INCH (75-MM) AVERAGE THICKNESS, WITH 36-INCH (900-MM) RADIUS AROUND TRUNKS OR STEMS. DO NOT PLACE MULCH WITHIN 3 INCHES (75 MM) OF TRUNKS OR STEMS OR VOLCANO MULCH.
 - ORGANIC MULCH IN PLANTING AREAS: APPLY 2-INCH (50-MM) AVERAGE THICKNESS OF ORGANIC MULCH EXTENDING 12 INCHES (300 MM) BEYOND EDGE OF INDIVIDUAL PLANTING PIT OR TRENCH AND OVER WHOLE SURFACE OF PLANTING AREA, AND FINISH LEVEL WITH ADJACENT FINISH GRADES. DO NOT PLACE MULCH WITHIN 3 INCHES (75 MM) OF TRUNKS OR STEMS.

3.9 PLANT MAINTENANCE

- A. MAINTAIN PLANTINGS BY PRUNING, CULTIVATING, WATERING, WEEDING, FERTILIZING, MULCHING, RESTORING PLANTING SAUCERS, ADJUSTING AND REPAIRING TREE-STABILIZATION DEVICES, RESETTling PROPER GRADES OR VERTICAL POSITION, AND PERFORMING OTHER OPERATIONS AS REQUIRED TO ESTABLISH HEALTHY, VIABLE PLANTINGS. SPRAY OR TREAT AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE.
 - WATER EXISTING PROTECTED TREES AND VEGETATION WITH ONE INCH OF RAIN (RAIN GAUGE OR NOAA LOCAL WEATHER VERIFIED) PER WEEK FOR DURATION OF CONSTRUCTION PROJECT.
- B. FILL IN ALL NECESSARY SOIL SUBSIDENCE THAT MAY OCCUR BECAUSE OF SETTLING OR OTHER PROCESSES. REPLACE MULCH MATERIALS DAMAGED OR LOST IN AREAS OF SUBSIDENCE.
- C. APPLY TREATMENTS AS REQUIRED TO KEEP PLANT MATERIALS, PLANTED AREAS, AND SOILS FREE OF PESTS AND PATHOGENS OR DISEASE. USE INTEGRATED PEST MANAGEMENT PRACTICES WHENEVER POSSIBLE TO MINIMIZE THE USE OF PESTICIDES AND REDUCE HAZARDS. TREATMENTS INCLUDE PHYSICAL CONTROLS SUCH AS HOSSING OFF FOLIAGE, MECHANICAL CONTROLS SUCH AS TRAPS, AND BIOLOGICAL CONTROL AGENTS.

3.10 PESTICIDE APPLICATION

- A. APPLY PESTICIDES AND OTHER CHEMICAL PRODUCTS AND BIOLOGICAL CONTROL AGENTS IN ACCORDANCE WITH AUTHORITIES HAVING JURISDICTION AND MANUFACTURER'S WRITTEN RECOMMENDATIONS. COORDINATE APPLICATIONS WITH OWNER'S OPERATIONS AND OTHERS IN PROXIMITY TO THE WORK. NOTIFY OWNER BEFORE EACH APPLICATION IS PERFORMED.
- B. PRE-EMERGENT HERBICIDES (SELECTIVE AND NON-SELECTIVE): APPLY TO TREE, SHRUB, AND GROUND-COVER AREAS IN ACCORDANCE WITH MANUFACTURER'S WRITTEN RECOMMENDATIONS. DO NOT APPLY TO SEEDING AREAS.
- C. POST-EMERGENT HERBICIDES (SELECTIVE AND NON-SELECTIVE): APPLY ONLY AS NECESSARY TO TREAT ALREADY-GERMINATED WEEDS AND IN ACCORDANCE WITH MANUFACTURER'S WRITTEN RECOMMENDATIONS.

3.11 CLEANUP AND PROTECTION

- A. DURING PLANTING, KEEP ADJACENT PAVING AND CONSTRUCTION CLEAN AND WORK AREA IN AN ORDERLY CONDITION.
- B. PROTECT PLANTS FROM DAMAGE DUE TO LANDSCAPE OPERATIONS AND OPERATIONS OF OTHER CONTRACTORS AND TRADES WITHIN 20' OF CONSTRUCTION DISTURBANCE. MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIODS. TREAT, REPAIR, OR REPLACE DAMAGED PLANTINGS.
- C. INSTALL MINIMUM 4" TALL FENCE 5' OUTSIDE THE DRIP LINE OF TREES TO REMAIN.
- D. AFTER INSTALLATION AND AFTER WORK HAS BEEN APPROVED BY LOCAL INSPECTOR AND/OR OWNER OR OWNER'S REPRESENTATIVE, REMOVE NURSERY TAGS, NURSERY STAKES, TIE TAPE, LABELS, WIRE, BURLAP, AND OTHER DEBRIS FROM PLANT MATERIAL, PLANTING AREAS, AND PROJECT SITE.

3.12 DISPOSAL

- A. REMOVE SURPLUS SOIL AND WASTE MATERIAL INCLUDING EXCESS SUBSOIL, UNSUITABLE SOIL, TRASH, AND DEBRIS AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.

END OF SECTION 32 93 00

SECTION 31 14 00 - SITE RESTORATION OF LANDSCAPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. DRAWINGS AND GENERAL PROVISIONS OF THE CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS AND DIVISION 01 SPECIFICATION SECTIONS, APPLY TO THIS SECTION.

1.2 SUMMARY

- A. SECTION INCLUDES:
- SPREAD AND CONDITION EXISTING STOCKPILED TOPSOIL.
 - PROVIDE NEW, IF REQUIRED, LIME.
 - TILL, DISTRIBUTE AND GRADE TOPSOIL.
 - CLEAN UP.

1.3 SUBMITTALS (SUBMIT ALL THE FOLLOWING REPORTS, IN TRIPLICATE, TO OWNER FOR REVIEW)

- A. LABORATORY TESTS: SUBMIT COPIES OF TOPSOIL LABORATORY TESTS TO THE OWNER.
- B. FERTILIZER: SUBMIT COPIES ATTESTING TO THE FERTILIZER COMPOSITION TO THE OWNER.
- C. SEED MIX: SUBMIT COPIES ATTESTING TO THE SEED MIX COMPOSITION TO THE OWNER.
- D. SOD: SUBMIT COPIES FROM THE SOD SOURCE ATTESTING TO THE SEED MIX COMPOSITION TO THE OWNER.

1.4 SITE PROTECTION

- A. PROTECT EXISTING GROUNDS, PLANTS, LAWNS AND VEGETATION TO REMAIN.
- PROTECT EXISTING TREES TO REMAIN IN PLACE AGAINST UNNECESSARY CUTTING, BREAKING, SKINNING, OR BRUISING OF ROOTS AND BARK. SMOTHERING OF TREES BY COMPACTION OR STOCKPILING CONSTRUCTION MATERIALS OR EXCAVATED MATERIALS WITHIN FIVE FEET OF OUTER EDGE OF DRIP LINE.
 - ERECT MINIMUM OF FOUR (4) FOOT HIGH FENCE FIVE (5) FEET OUTSIDE DRIP LINE OF TREES TO REMAIN.
 - ERECT TREE PROTECTION BEFORE STARTING SITE WORK OF ANY KIND. MAINTAIN FENCING DURING CONSTRUCTION PERIOD.
 - INTERFERING BRANCHES MAY ONLY BE REMOVED WITH PRIOR CONSENT FROM LANDSCAPE ARCHITECT.
 - IDENTIFY ANY TREES LANDSCAPE ARCHITECT WOULD LIKE VERTICALLY MULCHED, TRIMMED OR REPAIRED AS RESULT OF CONSTRUCTION IMPACT AT END OF PROJECT. ALL WORK TO BE DONE BY A CERTIFIED ARBORIST BE APPROVED BY LANDSCAPE ARCHITECT.
- B. WATER TREES AND VEGETATION TO REMAIN WITH ONE INCH OF RAIN (RAIN GAUGE OR NOAA LOCAL WEATHER VERIFIED) PER WEEK FOR DURATION OF CONSTRUCTION PROJECT.
- C. CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE TO PLANTS TO REMAIN. COST FOR TREE REPLACEMENT SHALL BE DETERMINED IN ACCORDANCE WITH THE "GUIDE FOR PLANT APPRAISAL" BY THE COUNCIL OF TREE AND LANDSCAPE APPRAISERS (INTERNATIONAL SOCIETY OF AGRICULTURE, PUBLICATION #P1209).

- B. TEMPORARY CONSTRUCTION ACCESS: PROJECT SITE ACCESS AND EQUIPMENT ACCESS ROUTES WITHIN THE PROJECT SITE MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO COMMENCEMENT OF WORK. ANY TEMPORARY GRAVEL WAYS OR ACCESS ROUTES MUST INCLUDE A GEOTEXTILE LINER TO ENSURE FULL REMOVAL OF GRAVEL/STONE FROM PROJECT SITE AT PROJECT COMPLETION.

1.5 STRIPPING AND STORAGE OF EXISTING TOPSOIL

- A. STRIP TOPSOIL TO FULL DEPTH AT AREAS IMPACTED & AT ALL AREAS TO BE RE-GRADED OR RESURFACED.
- B. STOP TOPSOIL STRIPPING OUTSIDE DRIP LINE OF TREES TO REMAIN / DO NOT STRIP AS TO IMPACT ROOT LINE OF TREES TO REMAIN.
- C. DISPOSE OF ROOTS, STONE AND OTHER DEBRIS: STORE TOPSOIL IN PILES WITHIN THE WORK LIMITS.
- OBTAIN APPROVAL OF LANDSCAPE ARCHITECT PRIOR TO ESTABLISHING TOPSOIL STORAGE AREAS.
 - GRADE AND SLOPE STOCKPILES FOR PROPER DRAINAGE AND TO PREVENT EROSION.
 - THE REUSE OF STOCKPILED TOPSOIL WITHIN THE PROJECT SITE MUST BE APPROVED FOR PLACEMENT BY THE LANDSCAPE ARCHITECT.

PART 2 - PRODUCTS AND MATERIALS

2.1 TOPSOIL

- A. ALL TOPSOIL SHALL BE SHREDDED, CLEAN, AND OF UNIFORM QUALITY FREE FROM HARD CLODS, STIFF CLAY, PARTIALLY DISINTEGRATED STONE, LIME, CEMENT, SLAG, OR OTHER UNDESIRABLE MATERIAL. TOPSOIL SHALL CONFORM TO THE FOLLOWING:
- ORGANIC CONTENT: TOPSOIL SHALL CONTAIN BETWEEN 3% AND 10% ORGANIC MATTER AS DETERMINED BY LOSS OF IGNITION.
 - PH: TOPSOIL PH SHALL RANGE BETWEEN 6.0 AND 7.5.
 - SOIL TEXTURE: TOPSOIL SHALL CONSIST OF THE FOLLOWING PERCENTAGES OF SAND, SILT, AND CLAY PASSING THROUGH A 200MM (#10) SIEVE:
 - SAND: 30% TO 75%.
 - SILT: 15% TO 70%.
 - CLAY: 10% TO 30%.
- B. TOPSOIL MUST BE APPROVED BY GROUND'S MANGER PRIOR TO PLACEMENT. TOPSOIL TEST RESULTS SHALL SHOW RECOMMENDATION FOR SOIL ADDITIVES OR FERTILIZERS TO CORRECT NUTRIENT DEFICIENCIES AS NECESSARY. ALL SOIL AMENDMENTS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO USE.

2.2 GRASS SEED

- A. GRASS SEED SHALL BE A TURF-TYPE TALL FESCUE BLEND SUCH AS TROPHY XRE TURF-TYPE TALL FESCUE BLEND OR APPROVED EQUAL BLEND WITH FRESH, CLEAN, NEW CROP SEED MIXTURES.
- B. SEED MIXTURE SHALL BE POA-FREE MEETING OREGON STATE STANDARDS FOR NOXIOUS WEED EXAMS.
- C. SEED MIXTURE FOR RECREATION FIELDS SHALL BE AS DIRECTED BY THE LANDSCAPE ARCHITECT.

2.3 SOD

- A. LANDSCAPE ARCHITECT APPROVED NURSERY GROWN TURF-TYPE TALL FESCUE BLEND SUITABLE FOR JOB SPECIFIC EXPOSURE, WEARABILITY, AND DISEASE RESISTANCE CONFORMING TO THE FOLLOWING PERCENTAGES OF GRASS TYPE:
- 100% - TURF TYPE TALL FESCUE
 - PROVIDE WELL-ROOTED, HEALTHY SOD, FREE OF DISEASES, NEMATODES, AND SOIL BORNE INSECTS. PROVIDE SOD IN UNIFORM COLOR, LEAF, TEXTURE, DENSITY, AND FREE OF WEEDS, UNDESIRABLE GRASSES, CAPABLE OF GROWTH AND DEVELOPMENT WHEN PLANTED. SOD IS CONSIDERED FREE OF WEEDS IF LESS THAN 5 WEEDS ARE FOUND PER 100 SQ. FT.
 - FURNISH SOD MACHINE STRIPPED AND OF SUPPLIER'S STANDARD WIDTH AND LENGTH; UNIFORMLY 1" TO 1-1/2" THICK WITH CLEAN CUT EDGES. SOD SHALL BE RELATIVELY FREE OF THATCH, UP TO 1/4" PERMISSIBLE. SOD SHALL BE MOWED UNIFORMLY BEFORE HARVESTING
- D. DELIVERY, STORAGE, AND HANDLING: SOD SHALL BE HARVESTED, DELIVERED, AND TRANSPORTED WITHIN A PERIOD OF TWENTY-FOUR (24) HOURS.
- DO NOT HARVEST OR TRANSPORT SOD WHEN MOISTURE CONTENT MAY ADVERSELY AFFECT SOD SUR

ORDINANCE NO. 2025-01

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND NVR, INC. FOR APPROXIMATELY 21 ACRES LOCATED AT RODEN PARK DRIVE AND CROSSINGS BOULEVARD AND FURTHER DESCRIBED HEREIN.

WHEREAS, NVR, Inc. has applied for an amendment to the Planned Unit Development to the Planning Commission; and

WHEREAS, the Planning Commission held a public hearing on said Application and thereafter recommended that Council approved and referred the Application to City Council for its consideration.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The Planned Unit Development Agreement containing approximately 21 acres and located at Roden Park Drive and Crossings Boulevard is hereby amended as set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

TOWNES AT MONROE CROSSINGS
PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of this _____ day of _____, 2024, by and between NVR, Inc. and **THE CITY OF MONROE, OHIO**, an Ohio Municipal Corporation (the “City”).

1. **Recitals.** This Agreement shall be considered an Amendment to the Planned Unit Development Agreement by and between Park Place Development LLC and the City of Monroe and recorded in the Butler County Recorder’s office being Book 9952, Page 1698. NVR, Inc., acting as agent for the property owners, proposed to develop - 84 owner occupied single-family attached units located on approximately 20.91 acres of the original area. NVR, Inc. has further agreed to develop the Project according to the guidelines set forth in Monroe Zoning Ordinance Chapter 1202.07 “Planned Unit Developments (PUD).”

NVR, Inc. has agreed to develop the area subject to this Planned Unit Development (“Project”) according to the guidelines set forth in the Monroe Planning and Zoning Code (“Code”). The parties desire to enter into this Agreement to memorialize the substantive conditions attached to this Planned Unit Development.

2. **Scope of Application for this Agreement.** This Agreement is applicable to any and all new development occurring upon the Project property as described on the Master Development Plan (MDP) approved by Monroe City Council. This Agreement shall also apply to any future reconstruction or expansion to existing structures located upon the Project property.

This Agreement applies to the approved final development plans for all structures located on the Project property. The final development plans for each structure located on the Project property shall follow the site plan standards as set forth in Monroe Planning and Zoning Code and all other applicable chapters contained within the Code unless any such site plan standards or other applicable zoning code regulations have been modified by the City Council.

3. **Conditions Specific to Townes at Monroe Crossings GR PUD Overlay Area.**

A. Land Use and Infrastructure Improvements

- a. NVR, Inc. shall construct all public and private infrastructure improvements as indicated on the approved Master Development Plan and incorporate any modification, additions and conditions set forth in the construction drawing approval.
- b. Access to Townes at Monroe Crossings will be provided on both Crossings Boulevard and Roden Park Drive.

- c. All streets will be public and maintained by the City.
- d. All streets will be two-way, 28 feet in width back of curb to back of curb and be constructed of asphalt with curb and gutter according to City specifications.
- e. A five-foot wide sidewalk shall be constructed along both sides of each internal street (all streets excepting Roden Park Drive and Crossings Boulevard).
- f. “No Parking” signage shall be installed on Roden Park Drive and Crossing Boulevard in the tree lawn(s) fronting the Townes at Monroe Crossings development.
- g. The maximum number of dwelling units constructed within the Project shall not exceed 84 units.
- h. The maximum density of units shall not exceed 4.017 units per acre.
- i. NVR, Inc. agrees to construct required buffer yard improvements meeting minimum Code requirements as determined by City Council along all property lines abutting single-family uses, to include the property line abutting single-family homes on Koehler Drive, the property line abutting single-family homes on Bayberry Lane, and property line against Crossings Boulevard.
- j. Street trees on Roden Park Drive and Coldwater Drive shall be located and installed every 40 feet on center in the tree lawn in accordance with Monroe Planning and Zoning Code Chapter 1204.19(E) Street Trees.

B. Open Space and Recreation Amenities Provisions

- a. A total of 50% minimum of open space shall be provided, with 5% minimum to be developed as formal open space in accordance with Monroe Planning and Zoning Code Chapter 1204. The formal open space shall consist of walking trails, a pavilion, seating areas, play fields, and a dog park.
- b. All open space and shared use paths or trails shall be wholly contained within either: 1) a properly recorded Easement, which title is vested in the HOA or 2) located within the public right-of-way. All maintenance burdens of said shared use paths or trails shall be borne by a HOA including any portions of the path or trail that encroaches upon the public right-of-way.
- c. All designated open space and formal open space outlined in the Master Development Plan (MDP) shall be owned and maintained by a HOA.

C. Sidewalk Provisions

- a. All private and public roadways part of the Project area shall conform to the sidewalk specifications of the City unless specifically included herein:
 - i. The shared use path located on the northeast side of Roden Park Drive shall be a minimum 10-foot-wide asphalt or concrete shared use path and extend the full frontage of Roden Park Drive to the intersection at Cold Water Drive.
 - ii. The applicant will construct a crosswalk from the 10-foot-wide shared use path along the northeast side Roden Park Drive to the sidewalk on the south side of Roden Park Drive.

D. Conformance to GR Zoning Regulations

- a. The Parties agree that the Project is located in a General Residential PUD and that the Project is generally subject to all zoning requirements in General Residential Conservation districts, except that:
 - i. The minimum lot width for the proposed townhomes shall be 24 feet.
 - ii. All dwelling units shall consist of a minimum of 1,200 square feet of livable floor area, with a minimum of one bedroom and two bathrooms, and a maximum of three bedroom and two bathrooms.
 - iii. All dwelling units shall have attached two car garages.
 - iv. The entire first and second floor of the front, side and rear exterior walls shall be constructed of brick, stone, cultured stone, stucco, fiber cement siding, and dryvit materials (as a complimentary or trim material).
 - v. Front facades shall incorporate variation in mass through one or more of the following methods every 24 to 28 feet of façade frontage:
 - 1. Wall offsets in the form of projections and/or recesses in the façade plane; Wall offsets shall have a minimum depth of two feet;
 - 2. Façade color changes;
 - 3. Use of pilasters, columns, or other detailing to articulate the facades; or
 - 4. Roofline changes when coupled with correspondingly aligned façade material changes.
 - vi. In addition to wall offsets, front facades and side facades on buildings located on the corners of streets shall provide a minimum of three of the following design features for each residential unit fronting onto the street:
 - 1. One or more dormer windows;
 - 2. A recessed entrance;
 - 3. A covered porch;
 - 4. Pillars, posts, or pilasters;
 - 5. Eaves with a minimum of six inch projection from the façade plane;
 - 6. A parapet wall with an articulated design, which entails design variation rather than a simple rectilinear form; or
 - 7. Multiple windows with a minimum of four inch wide trim.
 - vii. A minimum overhang length of twelve (12) inches shall be provided over all faces of the exterior walls of a dwelling.
 - viii. All dwellings will be constructed with a minimum 4/12 pitched roof design.
 - ix. All structures shall have asphalt roof shingles.

E. Minor Changes

- a. Minor changes in an approved preliminary or final development plan may be approved by the Director of Development or designee if such changes are consistent with the purposes and general character of the approved PUD and associated plans and do not increase density, decrease lot sizes, decrease the total amount of open space, or propose major deviations from other

requirements of the Code. All other modifications, including extensions or revisions of the stage development schedule, shall be processed in the same manner as the original application and shall be subject to the same procedural requirements.

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

- a. Compliance with all other applicable standards of the Code, all other terms, conditions, current applicable engineering, subdivision or zoning regulations not specifically modified by this PUD Agreement shall be in effect and enforced based on requirements that are vested at the time of application for construction drawings, final plat, or site/plot plan approval. All other regulations contained in this Agreement not expressly modified herein shall remain in full force and effect.
- b. The PUD MDP for Townes at Monroe Crossings shall serve as the general layout plan for all lots, blocks, easements, streets, utilities, drainage, and open space requirements.
- c. All sign applications shall be reviewed and approved by the Director with strict conformance to the applicable sign code regulations.

5. **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 plan shall be controlled by the Monroe Planning and Zoning Code . Failure to comply with the PUD or MDP or subsequently approved development plans (i.e. subdivision plats, site plans) shall initiate the enforcement actions set forth in Monroe Planning and Zoning Code Chapter 1208.10 “Penalties and Remedies” in addition to any other non-performance penalty provided for in this Agreement.

It is further agreed that NVR, Inc. shall cause this Agreement to be properly recorded with the Butler County Recorder’s Office upon 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

Larry Lester, City Manager

NVR, Inc.

By: _____

Title: _____

STATE OF OHIO)
)SS:
COUNTY OF BUTLER)

SWORN to and SUBSCRIBED in my presence by the said Larry Lester, City Manager of the City of Monroe on this _____ day of _____, 2025.

STATE OF OHIO)
):
COUNTY OF _____)

SWORN to and SUBSCRIBED in my presence by the said
_____, _____ of NVR, Inc.
on this _____ day of _____, 2025.

Notary Public

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