

ORDINANCE NO. 2023-14

AN ORDINANCE REZONING REAL PROPERTY CONTAINING APPROXIMATELY 126.9 ACRES, MORE OR LESS, LOCATED AT KYLES STATION ROAD AND BUTLER WARREN ROAD FROM B-P BUSINESS PARK TO R-2 SINGLE-FAMILY RESIDENTIAL PLANNED UNIT DEVELOPMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PLANNED UNIT DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND GRAND COMMUNITIES LLC.

WHEREAS, Grand Communities LLC has applied for the rezoning with a planned unit development; and

WHEREAS, the Planning Commission has recommended that Council rezone the real property requested herein contingent on all dwellings having a minimum floor area of 1,800 square feet or approval from the Board of Zoning Appeals for a variance to Section 1206.03(1)(6) of the Planning and Zoning Code minimum dwelling size; and

WHEREAS, after review of Planning Commission's recommendation, Council desires to rezone the real property as recommended.

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

SECTION 1: The real property containing approximately 126.9 acres, more or less, located at Kyles Station Road and Butler Warren Road and being parcel numbers D7000011000003 and D7000011000004 and further described in Exhibit "A" attached hereto and made a part hereof, are hereby rezoned from B-P Business Park to R-2 Single-Family Residential Planned Unit Development. The rezoning of this property is subject to all dwellings having a minimum floor area of 1,800 square feet or receiving approval from the Board of Zoning Appeals for a variance to Section 1206.03(1)(6) of the Planning and Zoning Code for minimum dwelling size.

SECTION 2: The City Manager is hereby authorized to enter into a Planned Unit Development Agreement by and between the City of Monroe and Grand Communities LLC pursuant to the terms and conditions set forth on Exhibit "A."

SECTION 3: The City Manager shall cause this zoning change to be entered upon the original Official Zoning Map on file with the Clerk of Council as provided in the Planning and Zoning Code.

SECTION 4: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: July 11, 2023

ATTEST:



Clerk of Council

APPROVED:



Mayor

First Reading: June 27, 2023

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.



Clerk of Council
City of Monroe, Ohio

Exhibit "A" Ord. No. 2023-14

**Stonybrook
Planned Unit Development Agreement**

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this _____ day of June, 2023, by and between Grand Communities, LLC, a Kentucky limited liability company ("Grand") and THE CITY OF MONROE, OHIO, an Ohio Municipal Corporation (the "City") (collectively "Parties"). The receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. **Recitals.** This Agreement shall be considered a Planned Unit Development Agreement by and between Grand and the City, proposing to develop 219 single-family lots located on approximately 127 acres of the original area set forth in the Agreement further described in the Preliminary Development Plan known as Stonybrook as submitted to the Monroe City Council. Grand has further agreed to develop the Project according to the guidelines set forth in Monroe Zoning Ordinance Chapter 1206 "Planned Unit Developments."

Grand 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 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 Stonybrook.**

A. Land Use and Infrastructure Improvements

- a. The maximum number of dwelling units constructed within the Project shall not exceed 219 homes.
- b. The maximum density of the homes shall not exceed 2 units per acre, calculated using the total area of lots and open space.
- c. Grand shall install adequate street trees along both sides of all proposed internal public roads 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 48.79 acres (46%) of open space will be provided, with 6.43 acres (5.06%) 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 and playground area.
- 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 multiuse paths or trails shall be borne by the 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 as shown on the preliminary plan.

C. Sidewalk Provisions

- a. All sidewalks part of the Project area shall conform to the sidewalk specifications of Monroe Planning and Zoning Code Chapter 1208.07: Sidewalks.

D. Conformance to R-2 Zoning Regulations

- a. The lots contained in the R-2 PUD development shall deviate from the R-2 zoning requirements as specifically described below:
 - i. The minimum front yard building setback shall be thirty feet (30')
 - ii. The minimum side yard building setback shall be five feet (5') for Designer or Patio homesites or ten feet (10') for Masterpiece homesites.
 - iii. The minimum rear yard building setback shall be thirty feet (30') for all home sites.
 - iv. All dwelling units shall consist of a minimum of 1,800 square feet of livable floor area.
 - 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, cement board siding, and dryvit materials.
 - 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 shall be constructed using a minimum 4/12 pitched roof design including the roof area located over the garage. The roof area located over the porch and entrance portions of the dwelling may be constructed using a minimum 3/12 pitch design.
 - ix. All structures shall have asphalt roof shingles.
 - x. The minimum lot width for Designer and Patio homesites shall not exceed an average minimum width of sixty-five feet (65'). Masterpiece homesites shall have a minimum lot width of eighty feet (80').
 - xi. The minimum lot area for all homesites shall conform to the

approved Preliminary Development Plan.

- xii. Maximum lot coverage for the Designer and Patio product type shall not exceed 45% of lot coverage. The Masterpiece product type shall not exceed more than 50% of lot coverage.

xiii.

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 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 Stonybrook 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 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 Grand 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, 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.

The Parties have executed as of the date set forth below:

The City of Monroe, Ohio, an Ohio Municipal Corporation

By: William J. Brock
Its: City Manager
Date: August 10, 2023

Grand Communities, LLC, a Kentucky limited liability company.

By: Michael Kady
Its: President
Date: