

ORDINANCE NO. 2023-17

AN ORDINANCE AMENDING AND SUPPLEMENTING THE PLANNED UNIT DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MONROE, JANET MAJORS, DONALD GARVER, AND ELAINE GARVER TO PERMIT AND ALLOW USED OR NEW AUTOMOTIVE SALES AND AUTOMOBILE SERVICE STATIONS ON A PORTION OF A CERTAIN PARCEL FURTHER DESCRIBED HEREIN.

WHEREAS, the existing Planned Unit Development Agreement (PUD) prohibits used or new automotive sales or display outside storage of inventory, materials, merchandise, or other items related to the business or personal use of the subject property; and

WHEREAS, the owners of the real property subject to the PUD desire to split Parcel Number C1800007000002 to create a separate parcel containing 8.8898 acres to permit used or new automotive sales and automobile service stations; and

WHEREAS, following a public hearing the Planning Commission has recommended that the Council amend the PUD as set forth therein.

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

SECTION 1: The Planned Unit Development Agreement by and between the City of Monroe, Janet Majors, Donald Garver, and Elaine Garver is hereby amended and supplemented to read as follows:

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

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

RECITALS

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

PASSED: August 8, 2023

ATTEST:

APPROVED:


Clerk of Council


Mayor

“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.

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


Clerk of Council
City of Monroe, Ohio