

I. Call To Order

The Plan Commission Study Session was called to order at 6:00 P.M. by President Tom Anderson at the Schererville Town Hall, 10 E. Joliet St.

A. Pledge of Allegiance

The Pledge of Allegiance was recited.

B. Roll Call

Roll Call was taken with the following members present: President Tom Anderson, Vice-President William Jarvis, Secretary Gary Immig, Mr. Myles Long, Mr. Robert Kocon, Mr. Chris Rak, and Mr. Tom Kouros. Staff present: Town Manager James Gorman, Director of Operations Andrew Hansen, Planning & Building Administrator Denise Sulek, Recording Secretary Megan Schiltz, and Mr. Mike Helmuth from Nies Engineering. In the audience was Councilman Caleb Johnson.

II. Commission Business

A. Zoning Ordinance No. 1797 Amendments Review Replacement "Draft"

Mr. Anderson stated they will be redoing the Agenda and will be starting with item **B**.

Later on that evening, Mr. Anderson recalled item **A**, which was represented by Director of Operations Andrew Hansen. Mr. Anderson stated that the Board approved the amended Zoning Ordinance on 9/11/23, and that the Town Council wanted to change a few items. Mr. Hansen stated that he had amended the power point based on the Town Council's recommendations and reviewed with the Board:

- R-2 zoning garages be changed from 520 sq. ft. to 680 sq. ft. which corresponds with the square footage that was added in the R-1 residential zoning district.
- Drive-thru remains a Board of Zoning Appeals case and is currently in the zoning ordinance so that stays the same.
- Single-Family and Two-Family dwellings have 2 car parking, but no more than 6 parking spaces for each family dwelling; adding that this is because of the increase of garage sizes due to 3 car garages.
- Non-Conforming resulting from right-of-way dedication, stating that this mostly relates to Kennedy Ave. where the Town is buying some right-of-way along the corridor to increase the lane widths. Mr. Hansen continued to say that if we buy something that reduces the right-of-way to an amount under the requirement, they would not need a variance because it was due to the Town, County, or State purchasing said right-of-way. Mr. Hansen stated this is not currently in the ordinance.
- Short Term Rentals will be based on the Indiana State Code. Mr. Hansen stated that this is not currently in the ordinance. Mr. Hansen continued to say that if the applicant receives 3 ordinance violations, the permit will get revoked and would have to go to court. Mr. Hansen stated that the applicant would need to renew the permit annually with no cost except the one-time fee of \$150 that would last eternity as long as the license does not get revoked.

Mr. Hansen stated that these were the only changes recommended from the Town Council, and does not include any of the initial changes from September. Mr. Kouros wanted to verify that the Town Council suggested that a single family dwelling can have up to 6 cars parked in front of the home at one time. Mr. Hansen replied yes, if they have a 3 car garage. Mr. Gorman added that they can have off street because they changed the width of the driveway from 18 ft. to 30 ft. Mr. Anderson asked if this was going to be on the March agenda. Mr. Hansen replied that is the goal. Mr. Anderson then clarified that in March, the Board would make a favorable or unfavorable recommendation to the Town Council. Mr. Jarvis asked how the corner lots were addressed for setbacks. Mr. Gorman and Mr. Hansen both replied that there

were no changes, it remains the same. Mr. Jarvis then asked if there were changes at the last meeting on the solar panels. Mr. Hansen stated that they would go from 80 sq. ft. to 400 sq. ft. and that they would still need to be in the back of the house or the side.

B. Luer's Farm Planned Unit Development

General Location: SE Quadrant of Town – 91st Avenue to 101st Avenue

Petitioner(s): Stars & Stripes 4M, LLC

Request: Amended Development Agreement and Revised Development Plan for the Residential Planned Unit Development

Mr. Adam Mitchell, Senior Director of Real Estate at Drapac, represented the petitioners along with Chief Legal Officer Amanda Avery. Mr. Mitchell informed the Board that Drapac is an Australian real estate company with about 60 or 70 assets in U.S. markets which equates to 10,000 residential lots or 20,000 acres. Mr. Mitchell went on to say that Drapac utilizes local consultants such as Mr. Gary Webber and Attorney Jim Wieser from Weiser & Wyllie, LLP. In the audience were Mr. Gerry Wright representing the asset development company St. Bourke and Mr. Trevor Murphy from Manhard Consulting. Mr. Mitchell stated that this project is located in the south east corner of Schererville, and that the main project is located south of 91st Ave. and north of 101st Ave.; and that there is also the south parcel just south of 101st Ave. with 455 acres in total.

Mr. Mitchell stated that part of the original Preserve project of rough boundaries in comparison to Luer's today, is an access easement in place and he had the hard copy to hand out later. Mr. Mitchell went on to say that in 2005 this was originally zoned and annexed as part of The Preserve; in 2017 there were a couple Study Sessions and a Plan Commission hearing; and then in 2018, an Annexation and Development Agreement was agreed upon and recorded once Drapac acquired the property. Mr. Mitchell stated that in June of 2018 that document was recorded with the first amendment. Mr. Mitchell said the recorded agreement was between the Town of Schererville and 4M Stars & Stripes (a Drapac entity) that allows for 750 detached single-family units with a mixture of 70', 80', and 90' wide lots; with a 30% maximum on the 70' lots which was part of that original agreement of 2017. Mr. Mitchell stated that it was then rezoned to a PUD and added the additional southern parcel annexation and rezoning in 2017. Mr. Mitchell informed the Board that the original Development Agreement outlines improvements in the sewer, water, and transportation and also includes the \$100,000 contribution for any off-site traffic concerns or improvements.

Mr. Mitchell stated that when they presented at the Study Session in November 2023, it was obvious to the Plan Commission that the Town staff and the development team had differences in the interpretation to this agreement, and it was a challenge for everyone to sit down and work together on how to sort things out. Mr. Mitchell went on to say that 2 weeks later, both he and St. Burke Development Manager Mr. Dan Mason, along with Mr. Gorman and staff sat down to figure out how to move forward and move this project along; adding that they have been working on that since then. Mr. Mitchell said they are now in front of the Board to go over a proposed second amendment to the Developmental Agreement, and the proposed revision to the provided plan as well. Mr. Mitchell stated that he would like to start with the proposed 2nd amendment to the Development Agreement that was provided to Town staff and the Town Council President. Mr. Mitchell added there will be an increase of the 70' wide lots, going from 30% to a maximum cap of 50%. Mr. Mitchell continued that they will provide the town with an updated transportation impact study (TIS) at the developers cost. Mr. Mitchell stated that there were some safety concerns from the Plan Commission that were presented in November, and at the Towns request have agreed to the following items:

- Construct an internal unloaded street from 91st to 101st Ave.
- Construct the onsite intersection improvements at 91st and 101st Ave. that is more or less a 3 lane intersection
- Provide the Town with a 50' right-of-way from center line along the frontage of the parcels south of 91st Ave. and along the parcels located north of 101st Ave.
- Provide the Town with a larger east/west additional right-of-way located at 91st and 101st Ave.
- Increase transportation contribution an additional \$100,000 making it \$200,000 with timing to remain the same as the original Developmental Agreement.
- Increase bond amount to lock in the sewer which can still be worked through
- Increase rear yard building setbacks of the 90' wide lots to 30' at Ms. Sulek's request.

Mr. Mitchell then provided a comparison “bubble plan” associated with the original agreement to show the differences of the site plan changes made from the November meeting. Mr. Mitchell stated that the biggest change is that they have taken into account the aforementioned Second Amendment Agreement and provided for the unloaded road from 91st to 101st Ave. on their own property. Mr. Mitchell then showed the Board that when you move north from 101st, you can see the unloaded road all the way to the central eastern portion of the property where it would stub out to the adjacent neighborhood to the east. Mr. Mitchell continued to say that they have also provided an unloaded road from 91st into the property that is about 67% of the road that the Luer’s Farm Project will be providing. Mr. Mitchell said that they have also added major intersections at 91st and 101st Ave. with the right-of-way. Mr. Mitchell added that they have amended the trail network to connect to existing trails which was a big concern at the November meeting. Mr. Mitchell stated that they have maintained the 750 unit count, and that the PODS are different with additional lots being added south of the canal which they are calling the “major portion of the project.” Mr. Mitchell explained that they have increased the size of the silo park as well as other community amenities to enhance the beauty for all future residents; taking the best rain silo with the big oak trees to preserve it so everybody can enjoy. Mr. Mitchell stated that the right-of-way and the roadway cross sections have not changed from the previous agreement; and the setbacks have not changed other than the 90’ wide rear yard setback that has gone from 25’ to 30’ in order to make it consistent with the 70’, 80’, and 90’ wide lots. Mr. Mitchell added that there will be 329 units in the 70’ wide lots, 300 units in the 80’, and 121 units in the 90’ wide lots; going on to say that they are not at that 50% threshold, much more than they were, but would like to ask for that 50% cap.

Mr. Mitchell informed the Board that they have had a lot of discussions with Town staff about the sewer plan which Mr. Hansen then put up on the projector for everyone to see. Mr. Mitchell continued to say that they are now at the point where the gravity sewer line still needs to be installed. Mr. Mitchell said that they feel confident that all easements are in place to do said project; however, there are some differences in opinion between the Town and Drapac that still need to be resolved. Mr. Mitchell stated that in December after the last Study Session, Drapac provided the Town with a Developers Notice per the original Developer’s Agreement which was accompanied by a bond of \$1.2 million dollars to secure future connection fees. Mr. Mitchell went on to say that based on their understanding of the agreement is that they provide the bond as a show of good faith to the Town so they can start working on a business plan, a permit, and a construction time frame for this sewer project. Mr. Mitchell said they understand that the 18 month time frame may or may not be feasible, and that they are willing to work with the Town. Mr. Mitchell added that in the Developers Notice Agreement, they are extending the time frame to 22 months; and that this is something they are going to have to work with Town staff to get through. Mr. Mitchell stated that this is an outstanding item and he understands where the Town is coming from, and knows they can work together mutually to resolve the outstanding items with the sewer. Mr. Mitchell continued to say that they are required to run a waterline along 91st Ave. from the water tower line, and that they will be working along with Mr. Murphy from Manhard to update the water model; and once updated, it will be provided to Town Staff. Mr. Mitchell said they have also upgraded the entrances for 91st and 101st Ave with some monument signs to make the project come to life and make it pop. Mr. Mitchell stated that they like the idea from the November 2023 Study Session to integrate the trail to the Town’s existing trails; adding that they have already reached out to NIPSCO to get the easements secured so the trails can connect. Mr. Mitchell concluded that he is happy to answer any questions.

Mr. Anderson stated that in regards to the bond, he believes there is a difference on formulas in that the bond that was provided was for something that is normally included in the building permit. Town Manager James Gorman said that is correct, they stated that they had provided a bond for sewer tap fees which we do not and have not required from any developer. Mr. Gorman stated that to his understanding of the Agreement after speaking with the Town Attorney and financial people, that this bond is given with an 18 month notice to start working on getting the sewer put in which is what he said it was for; but was told that he was wrong and that is what we are stuck on. Mr. Gorman asked why current residents would pay for the sewer when it is already provided to the future development of this area. Mr. Gorman added that in the Agreement it talks about how the Town and the developer would work together to come up with a business plan to formulate an agreement or calculations for a sewer to be installed at a cost of “this much” when we potentially have a couple thousand units that can be built out in this area; so, your responsibility is for 1/3rd of that. Mr. Gorman continued to say that whatever the sewer cost, engineering, and everything else that goes with it is what the bond should be for, as surety for that sewer that needs to be put in, which in 2018 was \$3.2 million and is now estimated at over \$5 million. Mr. Anderson asked Mr. Gorman if what he is saying is the \$5 million cost for the sewer which would theoretically apply to 2,000 hookups. Mr. Gorman replied that it would be

2,200 hookups. Mr. Anderson then asked if their responsibility would be that 5 million divided by 2,200 and that they would be responsible for 750 of those units. Mr. Gorman replied yes, just a bond, a piece of paper. Mr. Gorman explained that the methodology of this agreement is that if we figure the number out and they start to apply for house permits, we tack that on to each house permit; and eventually in about 20 years or so, we will get our money back. Mr. Gorman continued that the performance bond is just to hold it in case they walk away, the Town will have something to fall back on to secure our sewer that just cost \$5 million. Mr. Mitchell stated that just to be clear, whatever the amount needs to be they would be happy to do that amount, it is not an issue. Mr. Mitchell said that what he is hearing from Mr. Gorman is that the bond provided for the Developers Notice is for the future sewer connection fees, per the Town's fee schedule today. Mr. Mitchell went on to say that this is a show of insurance to say that this project is coming, and they want to provide this bond for their future connection fees which is what the rates are today as a show of good faith; adding it is for the Town to start working on the sewer infrastructure project per the original Development Agreement. Mr. Mitchell stated that during those 18 months when they are permitting it, designing it, and doing all the things the Town needs to do to construct it; that they could then figure out a business plan and a model to help pay for and fund the sewer line. Mr. Mitchell went on to say that along with that is a lift station to service 2,200 units, that is probably going to be the Hamms Lake Development with John Lotton's property to the west. Mr. Mitchell continued to say that those 2,200 units will then pay an additional fee at the building permit to pay back the sewer; going on to say that he does not think what they were talking about is what it is going to cost, they provided the bond as a show of good faith to move this project forward. Mr. Mitchell then stated that they are willing to put up the \$1.2 million or whatever the amount is; and if they walk, you can call the bond and all the work spent on engineering and design can get reimbursed. Mr. Mitchell added that its assurance to \$1.2 million of insurance to the Town that what they are doing is not for nothing.

Mr. Gorman stated that if they don't build just even one house, the Town cannot collect on that bond. Mr. Mitchell said that the bond can be called on for that \$1.2 million. Mr. Gorman explained that the Town does not require a bond for sewer by any developer. Mr. Mitchell stated that the Development Agreement requires that they post the bond and that the Town should want to accept that; it's \$1.2 million in insurance that they are going to do what they said they will do; and if they don't, the Town can call it and collect. Mr. Gorman said that what they are saying is that they gave the bond with a notice that they have 18 months to build a gravity sewer, but it is not for that; it is for something else that they haven't built yet. Mr. Mitchell stated that the bond is for the sewer connection fees. Mr. Gorman said he disagrees that is what it is for, just like he stated in the 4 emails that he had sent. Mr. Mitchell went on to say that they provided a \$1.2 million bond to the Town, and they are aware it is going to cost \$5 million to build an offsite sewer and lift station that will service 2,200 homes with only 750 of which will be theirs. Mr. Mitchell continued saying that they are aware that there will be future obligations whether it be a special tax district or some other kind of funding mechanism that is going to be required to pay back and they understand that; adding that it was part of the Agreement from 2017, and all they want to do is move this project forward in those parameters that was set prior to this time. Mr. Mitchell stated that he was not there when the Development Agreement was made in 2017 or 2018, and he knows former Town Manager Robert Volkmann did it, but he is no longer there. Mr. Mitchell said those are the parameters they are living in and just wants to push forward within that frame work. Mr. Gorman asked Mr. Mitchell if he realizes that when they put in all the public improvements on the development including the lift station, that it must be bonded again. Mr. Mitchell said that he is absolutely aware and understands that through his engineering team. Mr. Gorman stated that he just wants to make sure that when this goes to Primary with the plans and all the engineering done and he is in front of the Board, that is one of the things he would have to do. Mr. Mitchell replied that he understands.

Mr. Anderson asked if the time frame is 22 months. Mr. Mitchell stated that in the original Agreement from 2018 it was 18 months and they are willing to do 22 months, which was put into the Second Amendment Agreement sitting before them. Mr. Anderson wanted to clarify that in theory the Ordinance for PUDs is, if nothing happens within a year, the PUD ceases to exist, and it has now been 6 ½ yrs. since the original PUD was approved. Mr. Mitchell said that in the original Agreement it does talk about that, and that with signing the Agreement it is vested until the project is complete. Mr. Anderson stated that this originally came before them in the early 2000s, and understands that he was not involved then and that the company did not become involved until 2017; it was approved in 2018 and then didn't hear anything for 6 ½ yrs. Mr. Anderson went on to say that now they are here like it has to be done "right now" and is pushing it. Mr. Mitchell said that he does not know if it needs to be done "right now", and they were there in November and have had ongoing conversations with the Town staff; adding they would just like to push this along; and from his

understanding in November, the Board knew about it and were ready for it. Mr. Anderson stated that in regards to the road improvements, specifically the 101st Ave. improvements which is a county road; asking if they had approached the County yet. Mr. Mitchell said that they will do whatever Lake County will require, but they are there to talk about the onsite improvements. Mr. Mitchell continued that the onsite improvements and dedicating the future right-of-way from the center line on 101st Ave. 50' to the north, specifically the onsite which is the 3 lane adjacent to the EMS station which Emergency Services are still interested in. Mr. Rak stated that it is necessary to contact County to make sure the setback off the center line is enough in case they want to do a center turn lane or turn offs and everything, before deciding on that setback because it can turn into a bigger issue. Mr. Mitchell stated that he thinks the 50' setback from the center line from 101st that the Town staff requested is sufficient; adding if they have to go to 100', they will still have plenty of room to do so. Mr. Mitchell added that they would like to get through this step with the Town before reaching out to County. Mr. Anderson said it's an issue when it comes to approval from the Plan Commission because they cannot approve anything until they have that right-of-way in writing from County. Mr. Mitchell asked if they are saying the Commission cannot approve anything that is on this project. Mr. Anderson stated that they have to know that County is going to cooperate first. Mr. Mitchell said he will reach out tomorrow.

Mr. Anderson asked if they have been in contact with the Army Corps of Engineers regarding the Beaver Dam Ditch that runs through the west side of the property. Mr. Trevor Murphy stated that there is a wetland delineation that he believes is completed; adding there is a crossing of the Beaver Dam Ditch shown that goes across the ditch and will not have any impact to the wetlands. Mr. Murphy continued that they will be working with the Corps and to plan everything through the DNR, County Floodway staff, and FEMA for the storm water improvements. Mr. Mitchell added that the dam crossing is already there, they are not moving it, and that it is utilized every day. Mr. Anderson said the NIPSCO easement plan in October had 2 crossings and now there is only 1. Mr. Rak added with a dead end on one end. Mr. Anderson went on to say that the east one in the October plan had that road going through. Mr. Mitchell responded that it is a function of cost; to do the unloaded road is \$1,000,000 +, and that they were just trying to cut some costs where they could. Mr. Mitchell went on to say that is a long section of road that essentially is unloaded, doing the unloaded road and future Burr St. is expensive; adding if that is something that is required they can look at that. Mr. Anderson stated that he does have a concern with raising the number of 70' wide lots by over 100 which is at 44%, adding that putting it at 50% is adding even more lots. Mr. Immig agreed having the same concern. Mr. Mitchell said that again they are building the unloaded road that was requested by Town staff and they need to reduce the construction cost; and in doing so, they need more 70' lots because it's cheaper than 80' and 90' wide lots. Mr. Mitchell went on to say that if the Town wants an unloaded road, there is going to have to be "some give and take" and they will need to increase the number of 70' wide lots. Mr. Jarvis asked if they are doing the 70' lots for no other reason than financial. Mr. Mitchell said that was correct, he has spoken with a lot of builders in the area and as far as the house product goes, there is no difference in price between the 80' and 90' lots, they are the same house. Mr. Jarvis verified that they will not be building any of these homes. Mr. Mitchell stated they will not and that Drapac is a land investment company. Mr. Mitchell stated that they invest in real estate across the country; and although they do develop lots from time to time, the nature of the business is land investing. Mr. Jarvis asked that if from a financial stand point, when you sell the lots to the builders, would you make more money with the 70' lots vs. 80' or 90'. Mr. Mitchell replied that if he did not have an unloaded road then yes; building 2/3rds of the road is going to cost more than \$1,000,000 to construct, they need to find a way to offset some cost. Mr. Jarvis then asked if they had set the prices yet. Mr. Mitchell said no but it comes down to math and if a road is going to cost more than \$1,000,000 and a 70' wide lot is \$10,000 cheaper to construct than an 80', it would make sense to have more 70'. Mr. Jarvis stated that he knows what the inventory of homes in Schererville is currently and that when this comes on the market, the demand is going to be high. Mr. Jarvis added that he believes these are going to sell quickly, and the Town will be stuck with whatever we agree to; so the Town has to be extra careful and hopes they can appreciate that. Mr. Mitchell said that he understands that the Town is careful with safety concerns and wants to see the unloaded road. Mr. Jarvis went on to say that this is a "balancing act" because of the demands on the infrastructure; when there are 2,200 homes vs. 2,000 with bigger lots, it's less demand on the infrastructure. Mr. Mitchell stated they will not be going over 750 homes.

Mr. Long asked if they had been in contact with Lake Central School Corporation on the influx of new students in the area. Mr. Mitchell stated that they have been, and that Lake Central informed them they were planning on this project, and already have a plan in place for when it goes online; adding that he would be happy to share that email or documentation.

Mr. Gorman stated that they would need a copy of that. Mr. Long then asked if there are sidewalks throughout the area. Mr. Mitchell said that there are 5' wide sidewalks and 8' wide trails. Mr. Gorman questioned if any sidewalks would be on the unloaded road. Mr. Mitchell said that there will be. Mr. Anderson stated that this unloaded road which should be an extension of Burr St. is coming in up until the north east quadrant; it ends, and then picks up 2/3rds of the way down going to 101st St.; going on to say it does not serve anyone with having the beginning and end of a road with no middle. Mr. Anderson went on to say that if the property owner to the east doesn't develop that property, all this work would be for nothing; adding that Dyer has a situation where a main road was put through the middle of a subdivision, and it has caused nightmares. Mr. Anderson said that he understands the need to get from 91st or 101st by a Burr St. type road, but they have a whole 1/3rd of that size that we have no idea if that will ever be built. Mr. Mitchell stated that in the original Development Agreement, it talked about removing the future Burr St. corridor, from the Comprehensive Plan. Mr. Anderson stated that the agreement was 6 1/2 years ago; and in his opinion, when a PUD is not acted on in a year, it becomes null and void. Mr. Rak said that adding 750 homes, there has to be a better way from top to bottom; if someone comes in from an unloaded road to where you end it, they get lost or end up in the field until someone develops it. Mr. Rak went on to say that where you have it come in at 91st and where you have it end at 101st, there needs to be a better connection; if you have them come from where you end it at the south going north, they are going to have to figure out how to get through which would become dangerous with speeding and frustration. Mr. Mitchell stated that they can add that connection, he is just unsure how as a group they can figure this out, and are trying to do their part with Town staff to figure out how to get an unloaded road from 91st to 101st with them constructing 2/3rds of it. Mr. Mitchell added that if they need to make the connection along the NIPSCO Easement, they would be happy to. Mr. Anderson said that the road should be put in in its entirety; without that it leaves a big piece of the puzzle empty for someone else to complete down the road. Mr. Mitchell stated that he understands; however the original recorded Development Agreement does not provide us to do any of this, but that they are coming to the table to do this. Mr. Rak said that the original agreement was long ago. Mr. Mitchell said that he does understand it was long ago, but it is recorded and invests their rights throughout the build-out of this project.

Mr. Long asked Mr. Rak how he feels about Public Works getting in there for plowing or collecting. Mr. Rak informed Mr. Mitchell that he works for the Street Department, and the flow does not work for them. Mr. Rak add that the cost keeps getting mentioned for the 2/3rds of an unloaded road, but the long term for just plowing cul-de-sacs will be well over a million real quick. Mr. Rak went on to say that the original showed 7 cul-de-sacs and now it is at 13 cul-de-sacs; this would not be easy for plowing and gives a lot of wear and tear on the vehicles. Mr. Rak said he would like to go back to the original plan of 7 cul-de-sacs. Mr. Mitchell stated that he understands about the cul-de-sacs. Mr. Anderson stated that the road needs to be complete and the Board agreed. Mr. Jarvis said that them asking us to concede to the 50% to save financially, they knew that they would have to put the road in all along. Mr. Kouros stated that when this came to the Plan Commission years ago, they were promised everything and money would not be an issue; now all these cuts are being made. Mr. Kouros continued to say that not having the answers to the questions and just basically saying "whatever we have to do" is not a good answer. Mr. Kouros said that from where this started to where we are today, it is an entirely different thing, and suggests holding off before this moves forward. Mr. Kouros added that until all the questions from Mr. Gorman and the Board are resolved and when something comes from County that they are aware and in agreement, this should not move any further. Mr. Jarvis asked how it is expected to move forward when the plan has so many changes from November. Mr. Mitchell stated this plan has materially changed since the original plan and that's why they are here. Mr. Jarvis said that he has been on the Commission since the original plan years ago, and it is hard to hit a moving target with so many changes. Mr. Jarvis continued that they are unable to move forward unless they are aware the school corporation and county are behind it and roads go through; adding Burr St. is a major arterial road now that moves a lot of traffic which wasn't the case when talking about the Comprehensive Plan 20 years ago. Mr. Jarvis said that everything has changed, and that they would need to get onboard and up to speed with how things are progressing in Town. Mr. Immig wanted to verify what Lake Central School District had to say, and that they already had a plan. Mr. Gorman said no, they said they would send the emails from Lake Central, but the Town has not received anything. Mr. Mitchell stated that he will provide the letter to Mr. Gorman and staff saying that they already have a plan in place.

Mr. Anderson stated that they need to know Lake County and Army Corps of Engineers are on board; adding that he cannot endorse raising the 70' wide lots without all that completed and knows for certain he will not endorse the amendment with partial roads. Mr. Jarvis said that definitely Burr St. can't zig-zag around. Mr. Mitchell stated that everything was presented to staff a few weeks ago, they liked it and were happy; and would like to leave it at that.

III. Adjournment

There being no further business, the meeting was adjourned at 7:06 P.M.