

**PLAN COMMISSION
STUDY SESSION NOTES
AUGUST 19, 2024**

I. Call To Order

The Plan Commission Study Session was called to order at 6:02 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, and Mr. Tom Kouros. Staff present: Town Manager James Gorman, Director of Operations Andrew Hansen, Recording Secretary Megan Schiltz, Attorney Alfredo Estrada, and Councilwoman Robin Arvanitis. Absent were Mr. Chris Rak and Planning & Building Administrator Denise Sulek. In the audience were Councilmen Caleb Johnson and Tom Schmitt.

II. Commission Business

A. Pavic's Addition

General Location: 1445 Lincoln Hwy. – Pavic's Addition

Petitioner(s): Region Contractors – Nick Georgiou

Request: Removal of the Covenant of the Residential Use Restriction and Zone Change from (R-1) Residential to (C-3) Highway Commercial

Mr. Nick Georgiou represented the petitioners and stated that property owner Mr. Dejan Pavic was present in the audience. Mr. Georgiou informed the board that several years ago they had been before the Plan Commission for this property and had it rezoned and platted as a 1-Lot subdivision called Pavic's Addition, which is located immediately east of the St. John Township Office. Mr. Georgiou added that they are now looking into rezoning this parcel to commercial, and that there had been extensive conversations between legal and Town Attorney David M. Austgen relative to a residential use restriction that exists on some of the parcels along Route 30. Mr. Georgiou went on to say that they had filed an affidavit to remove that restriction and requested to rezone the property but then were instructed and advised to go before the Plan Commission prior to rezoning said property. Mr. Georgiou informed the board that the documents that were handed out show the parcel with a copy of the recorded plat for the 1-Lot subdivision, the Affidavit for Termination of a Residential Use restriction, and ALTA title work that showed the document were included and associated with the property. Mr. Georgiou added that also included is correspondence between Attorney John Craig and Attorney Austgen relative to interpretation of residential use Restriction and with what direction to move forward. Mr. Georgiou stated that at this point, they were highly advised to present to the Plan Commission acceptance of the Affidavit of the Removal of the Residential Use Restriction prior to asking for the rezone. Mr. Georgiou concluded that in following protocol, they are looking for removal of the affidavit recording associated with the plat and subdivision; as well as to petition to rezone the property from R-1 to C-3 which is part of the Schererville Comprehensive Master Plan.

Mr. Anderson stated that he remembered the reason the board gave permission to build the garage was because it was stated it would be for residential use only. Mr. Anderson then asked Mr. Georgiou if they would take the garage down to rezone. Mr. Georgiou responded that was part of the original intent, but the homeowner is looking to rezone to make the property commercial to then convert the house into a commercial office under Rule 13 of the Department of Homeland Security Code. Attorney Estrada stated for the record that this case went before the BZA for a Developmental Use Variance due to the size and height of the

garage in the back of the property; there were certain conditions placed including screening, landscaping; and that building would be for residential use only. Attorney Estrada then stated that the minutes would show that through the BZA Public Hearing the petitioner agreed to that condition, making the variance an agreement between them, the Town, and the BZA. Attorney Estrada added that he is unsure if the petitioner or representative were aware that changing the zoning to commercial use would be a breach of that agreement; rendering it to a point where the building must come down. Attorney Estrada stated that speaking as the attorney for the Plan Commission and BZA, it was agreed that the garage would be a residential use only and now he intends to change that use, so the BZA would have to revisit that. Attorney Estrada informed liaisons Mr. Kouros and Mr. Jarvis that the BZA would need to see if it had been breached and if there would be an order to remedy that because the zoning ordinance does not go before them, it goes from the Plan Commission to Town Council.

Mr. Jarvis asked the petitioner what use they were proposing for the residence, because one of the restrictions placed with the garage was that there could not be commercial equipment or things of that nature on the property. Mr. Georgiou replied that the residence would be used as a commercial office under Rule 13 of the DHS Code where a residence on a property is allowed to convert to commercial use; adding that this would be a commercial office use of the house and garage. Mr. Georgiou went on to say that if they would need to go back to the BZA prior to and/or part of the rezone, they would look for direction to allow the rest of the buildings or the property to be commercially used. Mr. Jarvis then asked what the proposed use would be. Mr. Georgiou replied for a commercial office of a trucking company. Mr. Jarvis stated that with the new comprehensive plan and some of the ordinance changes why he wouldn't go for an application to be a business in that residence. Mr. Gorman said that the owner already had, and is currently running an office out of the residential building. Mr. Jarvis added that there are a lot of residences that run businesses and that is why home businesses came into place. Attorney Estrada stated that it was to his understanding that the parcel was still zoned as residential. Mr. Georgiou responded that it is zoned R-1. Attorney Estrada said that he could imagine the reason for the rezoning would be because the whole parcel would be used for a commercial business now; so he would need to change the entire parcel use for more than just an office. Mr. Jarvis then stated that it was mentioned that it would just be an office in the residence; and in that case, they could just go for a home business. Attorney Estrada responded that he thought the question was for what would the home be used for to which his comment is for the entire parcel; going on to explain that the land and the garage would have a different use allowed once it is rezoned commercial. Mr. Jarvis asked that if he just ran trucking out of the residence where they are dispatching and answering phones and things of that nature, wouldn't it fall under a home business. Mr. Georgiou stated there would not be any semis; the intent is to use the residence as a commercial office whether it be real estate, dispatch, or for his office management. Mr. Jarvis said to then apply for a home business. Mr. Georgiou responded that there were 2 parts to this discussion: the Supposed Residential Use Restriction which is supposedly underlying on that property which is separate from the rezone. Mr. Georgiou stated that he appreciated Attorney Estrada's comments that they would have to investigate further if they were to go down the rezone path to commercial; adding that in his opinion, for long term it should be commercial. Mr. Georgiou continued to say that the question is would they have to amend the rezone petition to include that all the buildings be commercial, or go back to BZA prior to rezoning.

Attorney Estrada stated that he would like to amend his comments, adding that the BZA issue would need to be addressed even if they tried to get a permit to conduct business out of that home. Attorney Estrada explained that the property was supposed to be used for residential use and not for commercial purposes only. Attorney Estrada went on to say that even with Mr. Jarvis' scenario, he had now created an intent on the property to use it contrary to the agreement with the BZA. Attorney Estrada added that regardless of the way he goes about it, he would need to go in front of the BZA to get that rectified. Mr. Jarvis stated that if he remembers correctly, the restrictions that were made were that no commercial equipment be on the property which was allowed to be residential. Mr. Jarvis added that he understands that depending on what they were planning to use this for, and that commercial equipment still would not be there; his opinion would be to go before the BZA for a home business. Attorney Estrada stated that he did not know if that would rectify all the petitioner's concerns. Attorney Estrada then stated that if he were a board member he would pose the question as to whether there were any plans in the future to use the parcel in a way consistent with the new zoning that were not in the plans now. Mr. Jarvis said that if he understood what they were doing, there had been a similar situation on Kennedy Ave. where they were running dispatch out of the home.

Mr. Georgiou informed the board that he understood that there were some complications on the discussion on the rezone; adding that the first request is to accept and remove the residential use restriction that is supposedly associated with the property. Mr. Georgiou said that they were told that there are two separate items, and that is the first item listed as Part I on this petition; as a public hearing he had been instructed by Ms. Sulek and Mr. Gorman that they had to deal with that separately from the rezone, and that is crucial to this discussion or any long term use for the parcel is to confirm that it doesn't exist and is it going to be accepted if it does not exist. Mr. Anderson asked Attorney Estrada whether they could remove those covenants, would it be up to the property owners group. Attorney Estrada replied that the covenants are a private matter put on to the property years ago and are governed by Indiana Code. Attorney Estrada asked if Attorney Craig is still representing the petitioners and if he were present. Mr. Georgiou stated that he is not present; however, he will be briefed on what transpires that evening in terms of what direction to take. Attorney Estrada said that he would ask for some time to properly advise whether there were a process to consider removing the restricted covenants between private parties. Mr. Jarvis asked Attorney Estrada if he remembered the old music store that was located on U.S. 30 that was restricted by a covenant and the Town gave approval to put a business in there; the covenants overrode everything that had been approved. Mr. Anderson added that he believed they went door to door through that entire subdivision. Attorney Estrada responded that he remembered and that they had. Mr. Jarvis added that the neighborhood covenant overrode anything that the Town had wanted to do. Attorney Estrada stated that it would be between them and that is just further evidence in support of Attorney Austgen's correspondence; it is not a zoning matter and there is limited jurisdiction with the Plan Commission under the statute of restricting the covenants.

Mr. Georgiou stated that this had been the discussion back and forth and there were extensive discussion through the attorneys which resulted in the documentation provided; an Affidavit of a Removal of the Residential Use Restriction which was recorded and filed at Lake County with title work to show it is no longer there. Mr. Georgiou then read a portion of the affidavit which states: *for approximately sixty-nine (69) years, none of the successive deeds after the January 26, 1953 deed transferring the subject real estate contained any such residential use restriction upon subsequent transferees/owners of the real estate, including the affiants, Dejan Pavic and Dragana Pavic.* Mr. Georgiou said that when they had purchased it, they provided him their title work and there was no such reference to residential restrictions. Mr. Anderson then read a portion of Attorney Austgen's letter which states: *the sections of Indiana law that apply to vacating all or a portion of a recorded plat. We note that when the plan for your Clients' property was recorded, the residential use restriction was not included in the plat language. However, Wischmeyer v. Finch, 231 Ind. 282 (1952), is instructive that omitting restrictive covenants from the deed in a transaction from one party to another is not enough to modify or vacate said restrictive covenants from said property.* Mr. Anderson stated that he believed the attorneys would need to straighten things out before the board could address the matter. Attorney Estrada said with all due respect, Attorney Austgen did not represent the Plan Commission; and that as the attorney he had not been given any correspondence. Attorney Estrada added that he believed that Attorney Austgen had just been speaking generally. Mr. Anderson then stated this was correspondence sent to Attorney Craig. Mr. Anderson added that as Mr. Jarvis had stated before, if they are going to be using the building for an office, he suggests also to go to the BZA.

Mr. Georgiou asked Attorney Estrada that if he provided him with all the documentation that had been submitted, if he could have Attorney Craig contact him; adding that they understood that he is the Plan Commission's Attorney but is looking for direction. Mr. Georgiou went on to say that they had disagreed with the direction that they needed to come forward, even though the commission did not deal with covenant and restrictions. Attorney Estrada stated that they could not vacate them, and just because it is not on the title search doesn't mean it is not on the adjacent property's title search. Attorney Estrada went on to say that this would be a private deal and that Attorney Craig could contact him, but his advice would be the same; he is not going to advise his client to approve the removal of the restricted covenant. Mr. Georgiou asked if the affidavit that was filed and recorded was accepted and if it is a private matter. Attorney Estrada stated that it was not in the jurisdiction of the Plan Commission to make that determination, it is restricted by State Statute on what they have authority to do. Mr. Georgiou said that he had read the State Statute and understood and agreed; so his question would be, if he took that topic off of discussion, would they need to revisit with the BZA if they consider rezoning and discuss how that would affect the garage. Attorney Estrada replied that even if they were to apply for the home business prior to that process without rezoning, they would need to investigate and have the BZA hearing on that. Attorney Estrada went on to say that because now the intention of the property that had been agreed on for the developmental variance had changed to commercial use. Attorney Estrada continued to say that the agreement that it was to be used for the property owner's vehicles only, and as

long as no business was being conducted for commercial use; so we have to look into if those conditions have been violated with even him conducting the trucking business out of the house. Mr. Georgiou stated that he understood and would have to go back and look at the use relative to rezone; and if the use needs to be revised or not, am I correct we have to go back to BZA if we want to modify that. Attorney Estrada responded yes but not just for the rezone. Mr. Georgiou stated that they would revisit the recommendation of the BZA Approval and assumed if they wanted to amend that they would have to go back to the BZA. Attorney Estrada stated that was correct, but to be aware the BZA may not amend them the way they would like, they may remove them and say “tear it down.” Mr. Georgiou stated they were on the same page and asked if he could forward all the documentation to Mr. Gorman to send to Attorney Estrada. Mr. Gorman replied that he could. Attorney Estrada asked if he was going to have Attorney Craig contact him. Mr. Georgiou responded that he would. Attorney Estrada added that he could not talk to them if they were represented by counsel, so if they told him they were represented he could not talk to them. Mr. Anderson said to get with staff to get on the BZA Agenda. Mr. Georgiou stated that he understood.

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: Review Amended Annexation and Development Agreement/Concept
Development Plan Review

Mr. Gerry Wright from St. Bourke represented the petitioners on behalf of Drapac. Mr. Wright informed the board that they have been working diligently with staff on getting the amendment to the Developmental Agreement approved. Mr. Wright stated that they would like to discuss the major points that had been addressed thus far. Mr. Wright stated that in the package and slide show provided, it showed the revised master plan to insert the unloaded road, cul-de-sacs, and reflected the new widths of the 70’ and 80’ lots. Mr. Wright went on to say that this was consistent with the plan that had been presented at the April 1, 2024 Study Session. Mr. Wright added that there had been five significant changes to the Developmental Agreement. Mr. Wright stated that the first notable change was to increase the Developer’s contribution for offsite improvements from \$100,000 to \$200,000. Mr. Wright continued to say that they agreed to build the unloaded road with the connection of 91st St. and 101st St. with an additional cost to Developer of at least \$2,200,000. Mr. Wright stated that they would like to construct the unloaded road to match along with Phase I and Phase II. Mr. Wright went on to say that it would be overly burdensome on the Developer to build the entire road and would be an additional \$3,000,000 of cost; the road is meant to work within the infrastructure; and if it were built all at once, the road would be four or five years old by the time they were done with Phase I.

Mr. Wright said the third change was to enhance the language regarding the Construction Plan Set; the original agreement gave them the ability to do in phases without having to do full plan sets. Mr. Wright continued to say that they would do complete engineering for Phase I but would do planning for all of the infrastructure work. Mr. Wright stated that in the packet provided it showed the defined terms so there wouldn’t be any confusion on what and when they would deliver. Mr. Wright added that they had met with Mr. Gorman and staff, the external Civil Engineer, as well as Public Works, and had agreed that it would make sense given the size of the development to do the entire engineering plans for the streets and across the board. Mr. Wright said that otherwise, by the time we got to the set, they would have to come back with revised plans; it just economically doesn’t make sense from a practical stand point and would continue to need to come back for approvals. Mr. Wright continued to say that the plan sets are only good for 12 months and want to do Phase I which they had identified and laid out in the agreement. Mr. Wright stated that they had given specific full engineering on the first 200 plus homes; and then they would go to the infrastructure, lift stations, do all the sewer work, and all the water for the entire site completed with the grading. Mr. Wright said that is all laid out as part of the agreement; adding that it is the issue that they had going back and forth but believes they had come up with a good compromise at this point in time. Mr. Wright went on to say that it had been previously agreed on at the other Study Sessions to revise the zoning plan and remove the number of 90’ wide lots; the number of 70’ wide lots changed to 225 units and 80’ wide changed to 525 units. Mr. Wright added that the number of homes remain at 750, with the setbacks and easements the same as well. Mr. Wright said that the fifth change had been to delete the 18 month completion requirement on the offset sewer by the Town of Schererville to give it

concession, putting a completion date on that. Mr. Wright stated that they were at a point of the final drafts in the Developers Agreement, asking Mr. Gorman if he had given copies of that to the board. Mr. Gorman responded that he had not, not until there was a clean copy.

Mr. Anderson asked where they were with the Lake County Highway Department. Mr. Trevor Murphy from Manhard Consulting replied that in July they had been in correspondence with Engineer Mr. Duane Alverson and the Highway Department. Mr. Murphy said they had shared the entrance drawings which were somewhere between conceptual and preliminary stages, as well as the site distance studies; adding that they did not note that there was anything required at that time. Mr. Murphy stated that the intention is that when they submit, they plan to get all permits such as the Highway Dept. permit for 101st and all entrances, the Army Corp of Engineers, and the IDNR permit all lined up as if developing the full site; knowing that they would only have final construction drawings for Phase I. Mr. Murphy continued that even with those drawings, they anticipate having all permits in hand as if they had all the drawings, and that the preliminary drawings being detailed enough to get all permits and have everything lined up with Lake County. Mr. Murphy stated that he had spoken with Mr. Thomas Burke about getting drainage approval and presented what they had laid out, and he had noted that it would be fine. Mr. Murphy said that they anticipate getting all the approvals for the entire site at the time of the Phase I construction drawings.

Mr. Anderson stated that it is in his opinion, with this agreement being a PUD and that nothing had happened within a year, it then was null and void. Mr. Anderson asked Attorney Estrada if he had a legal opinion on that. Attorney Estrada responded that he believed that is a major disagreement between the parties. Attorney Estrada stated that his reading of the 2006 PUD Ordinance, the ordinance in effect at that time, the Annexation Ordinances that came afterwards which came with the Original Agreement executed in 2018, and along with passages of a new Zoning Ordinance 2012, that it is in support of the Town's position. Attorney Estrada added that he understood there was a major disagreement between the parties on that fact, but that is where they are at. Mr. Wright stated that the reason they were present and the reason they had been working with staff was in an attempt to move past any litigious or legal disagreements because that would take up more time. Mr. Wright added that he believed they had worked up a document that solved all those problems. Mr. Anderson said that what would solve the problems with him would be to follow the Town Ordinance; going on to say that there are too many things in this proposal that do not follow the Ordinance that needs to be followed. Attorney Estrada responded that as the Plan Commission Attorney, he thinks that was a misstatement that it would solve all the problems on a legal basis as well; the agreement was not complete, they had worked towards it but it was not complete. Attorney Estrada asked Mr. Wright if he would agree on that. Mr. Wright replied that he would not agree with that statement and he believed they were at a point where they could sign the agreement. Attorney Estrada stated that there was one provision. Mr. Wright interrupted and said that there was one provision left on the reimbursement. Attorney Estrada replied that was incorrect and that there was another provision regarding superseding prior ordinances in that nature. Mr. Wright said that they were down to two points and that he is not an attorney on that piece, but they had addressed all the items that have been asked of them. Mr. Wright went on to say that the Original Agreement did not have the requirement for them to put in the unloaded road, and that all they had to do was contribute the \$100,000 which they upped to \$200,000. Mr. Wright stated that they had been working in good faith and felt like they are at a massive disconnect because they held their attorneys off; adding they had not pursued that dispute because they wanted to move beyond that.

Mr. Anderson said that he understood, but nothing happened for years and then they had come back and said they were ready to go and that they wanted all "this"; however if the ordinance is not being followed, it would be hard to move forward. Mr. Wright responded that he felt they were following the ordinance. Mr. Anderson then said if the ordinance were being followed, they would require complete engineering before starting, and the through road would need to be done. Mr. Anderson continued that they would also need signoffs from IDEM and Army Corp, the traffic impact study, and the updated water analysis addressed before they could look at anything. Mr. Anderson went on to say that he realized they wanted to move forward with this project and that there had been a disconnection for years where nothing happened. Mr. Anderson added that he believed due to the fact that nothing happened for years, some of these restrictions do not exist anymore; adding that his thoughts were that they needed to follow the Comprehensive Plan as well as Ordinances and move forward that way. Mr. Kouros said that if memory serves him correctly, the last time there was a Town Manager who had serious concerns as well as the Attorney that evening. Mr. Kouros went on to say that the last couple times they were there, Mr. Gorman and Attorney Estrada were angry and he did not understand why it always happened with this project. Mr. Kouros stated that there was a lot of information that had been given, and that he

appreciated that Mr. Anderson went through the points. Mr. Kouros then added that he believed this to be something major and the Town leadership had discussed more with them then discussed that evening. Mr. Gorman stated that they had been working with them to come up with what is best for the Town while they are looking for what is best for DRAPAC. Mr. Gorman then stated that he had informed the petitioners that ultimately it would be the Plan Commission that would make the decision on the Development Agreement, the PUD, and what kind of houses would be going in there from start to finish. Mr. Gorman continued that the Town is not used to someone coming in with a Concept Plan; there is no agreement because the Ordinance is the agreement. Mr. Gorman then said that this was all new to them; and as Mr. Wright had said, it's been changed significantly, and he had even voiced his opinion over the months that they had been working together, that this would be a lot further if they followed the Ordinance. Mr. Gorman went on to say that he had been telling them along with legal, but it was ultimately up to the Plan Commission if they were going to approve which they do not have yet. Mr. Gorman added that this is just the agreement; and he is unaware if this was even the forum for this agreement to then be approved. Mr. Gorman said that he was not legally sure, but would assume it would go directly to the Town Council. Attorney Estrada replied that was correct, the jurisdiction to the Plan Commission is not to approve agreements on behalf of the Town or to give favorable recommendations on behalf of the Town to the Town Council. Attorney Estrada continued that for the PUD process what the Board would contemplate was whether the PUD Ordinance was something to provide a favorable recommendation to the Town Council for adoption; which it had; but if pushed, his legal opinion would be that they do not provide any type of comments or opinions on the structure of the Development Agreement. Attorney Estrada added that it is not the Plan Commission's role, but if there was a PUD Ordinance and plans presented to them just like every other PUD Ordinance and plans you guys are familiar and are presented with, then they could approve or make recommendations.

Mr. Wright asked that since they shouldn't have brought this agreement before the Commission, who would they need to discuss the agreement with. Attorney Estrada responded that the Attorney for the Town Council would negotiate final agreements on behalf of the Town. Attorney Estrada went on to say that if they had a PUD Ordinance and Comprehensive Plan and all the other requirements that meet the PUD to get on the Plan Commission Agenda, which is what should be presented to the Plan Commission. Mr. Wright stated that there was an existing PUD for the site. Attorney Estrada replied that was where there was a disconnect; the PUD Ordinance was adopted in 2006, and that the position is that after a year of nothing happening, that PUD Ordinance became null and void. Mr. Wright then stated that in 2018 they had come with the Development Agreement and had been approved by the Town. Attorney Estrada responded that was through an Annexation Ordinance. Mr. Wright then responded that there was a Development Agreement. Attorney Estrada then replied that it was, and that is where there is a disconnection. Mr. Wright asked if they would then need to talk to the Town Council about the agreement. Mr. Gorman replied yes, and that he believed that in 2017 or 2018, it went through the Plan Commission, and that was where they thought it would take the same route. Attorney Estrada stated that it was a very unusual presentation on how this would move forward. Mr. Wright said that he was doing what they were told to do and present, and Mr. Anderson inform them that they do not have an agreement. Mr. Wright went on to say that he disagrees with that but that was where they stand: If it is not the Commission's ability to do that then they would need to go to the right group to get the Development Agreement because they could not do anything else until they get that; adding that they are spending time and money with going back and forth for the past six months.

Mr. Kouros told Mr. Wright to forget the PUD and everything Attorney Estrada had talked about; stating that it seemed as though they were skipping stages with the Town and the Town Council which Mr. Anderson clearly had outlined which stages were skipped. Mr. Kouros went on to say that they did not follow the ordinance regarding buildings so that is a disconnection, and that there are two fronts that are being wasted that need to be worked out. Mr. Wright said that obviously the disconnection was that they assumed they would need to go through the Plan Commission, when they actually would need to go through another channel; adding that the lawyers would have to figure it out. Mr. Anderson said that what he believed needed to happen was that the Town Council would need to determine what to do. Mr. Anderson then said that as President of the Plan Commission, he felt that when nothing happened for a year, the PUD went away. Mr. Anderson went on that if the Town Council says they are going to use this agreement, it instructs us to do just that; but until the Town Council says they don't want us to follow our regular Zoning Ordinance, this would be what they need to go with. Mr. Anderson stated that he believed that the Town Council would need Attorney Austgen and the petitioner's attorney to determine whether they are going to use this agreement or a modification; as the Plan Commission they are instructed to follow the ordinance, and the ordinance says when nothing happens in a year then it goes away.

Mr. Anderson concluded that they need to know from the council if this was something they need to follow or if they should follow the ordinance.

Mr. Jarvis stated that his input would be that this had been brought in as a PUD they should have followed and started with that while following the ordinance. Mr. Jarvis added that now they are at the current date and need to come up with a PUD, reestablish it or create a new one, move forward with that while following the ordinances; and whatever agreement they do with the Town, that is with the Town; that they don't dictate or change that, we need to move forward with the PUD. Attorney Estrada stated that he agreed and they present an agreement entered in to the Town Council of all the requirements entered in to the ordinance to get on the Plan Commission Agenda. Mr. Jarvis said they should not be discussing this if the PUD is null and void, they should reestablish or put a new one in place and move forward with the ordinance.

III. Adjournment

There being no further business, this meeting was adjourned at 7:00 P.M.