

DEKALB COUNTY DEPARTMENT OF DEVELOPMENT SERVICES

PLANNING • BUILDING • GIS

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AGENDA

DeKalb County Plan Commission

Plan Commission

Commissioners Court – 2nd Floor DeKalb County Court House

Wednesday, November 19, 2025

6:30 PM

To view the livestream, click here: <https://tinyurl.com/YouTubeDCPC>

1. Roll call
2. Pledge of Allegiance
3. Prayer
4. Approval of Minutes: August 20, 2025
5. Consideration of Claims: August, September, October 2025

Payroll	\$76,719.28
Amazon – Office Supplies	\$135.88
Facebook Advertising	\$49.94
HWC Consultant Fees	\$31,949.61
INAFSM – Conference	\$843.00
Kruse & Kruse 3 rd Quarter Legal Fees	\$2,592.83
Lassus	\$775.76
Legal Ad – KPC Newspaper	\$27.93
Mileage – Jhace Sleeper	\$71.00
PowerGlassCo – Truck Glass Repair	\$329.00
Verizon	\$351.63
WestWood Car Wash	\$54.00
TOTAL:	\$113,899.86
6. Old Business: None
7. New Business:
 - Butler ETJ Agreement 2025
 - Butler Future Land Use Discussion
8. DeKalb 2040 – Comprehensive Plan Update
9. Reports from Officers, Committees, Staff or Town/City Liaisons
10. Comments from Public in Attendance
11. Adjournment

Next Meeting: December 17, 2025

Voting Members:

President - Jason Carnahan – Purdue Ag Extension Representative (Yearly Appointment)

Vice President - William Van Wye – County Council Representative (Yearly Appointment)

William Hartman – County Commissioners Representative (Yearly Appointment)

Sandra Harrison – Township Trustee Representative (Yearly Appointment)

Glenn Crawford/Tyler Lanning (Alternate) – County Surveyor (Member by Elected Office)

Jerry Yoder/Jared Malcolm (Alternate) – Citizen Member (R) - Term: (Jan 1, 2024 – Dec 31, 2027)

Suzanne Davis – Citizen Member (D) – Term: (Jan 1, 2022 – Dec 31, 2025)

Angie Holt – Citizen Member (R) – Term: Jan 1, 2023 – Dec 31, 2026)

Frank Pulver – Citizen Member (D) – Term: Jan 1, 2025 – Dec 31, 2028)

Non-Voting Members:

Elysia Rodgers – Purdue Ag Extension Representative (Member by Indiana Code)

Andrew Kruse - Attorney

If you cannot attend, please contact Meredith Reith:

mreith@co.dekalb.in.us or (260) 925-1923

***PLEASE ENTER THROUGH THE NORTH DOOR OF
COURTHOUSE LOCATED ON SEVENTH STREET***

****Cellphones, tablets, laptops, & weapons are prohibited****

MINUTES
DEKALB COUNTY PLAN COMMISSION
Wednesday August 20, 2025

The Regular Meeting of the DeKalb County Plan Commission was called to order at 8:30 a.m. in the DeKalb County Commissioner's Courtroom by Plan Commission President, Jason Carnahan

ROLL CALL:

Members Present: Jason Carnahan, William Van Wye, Tyler Lanning, Suzanne Davis, Angie Holt, Sandra Harrison, Jerry Yoder, Frank Pulver, and Elysia Rodgers.

Members Absent: William Hartman

Staff Present: Director/Zoning Administrator Chris Gaumer, and Secretary Meredith Reith.

Staff Absent: Plan Commission Attorney Andrew Kruse

Community Representatives Present: Mike Makarewich

Public in Attendance: Andrew Provines, Jared Malcolm, and Lynn Reinhart.

PLEDGE OF ALLEGIANCE:

Jason Carnahan led The Pledge of Allegiance.

PRAYER:

Jerry Yoder led in prayer.

APPROVAL OF MINUTES:

Motioned by Sandra Harrison to approve the June 18, 2025 meeting minutes. Seconded by Suzanne Davis. None opposed. Motion carried.

CONSIDERATION OF CLAIMS:

Jason Carnahan inquired about any comments, questions, or motions to approve June/July 2025 claims, totaling \$74,860.19.

Angie Holt motioned to approve claims seconded by William Van Wye. None opposed. Motion carried.

OLD BUSINESS: None

NEW BUSINESS:

Butler ETJ Agreement 2025 Discussion:

Chris Gaumer stated that Butler is currently in the process of rewriting their Comprehensive Plan. When a new Comprehensive Plan or rewrite is happening. This is an Indiana Code requirement that there be an Interlocal Agreement with the county and municipality. We have these agreements in place with Auburn, Garrett, and Waterloo. With this Butler has an ETJ established just no agreement as to who does what. With this information provided there won't need to be any votes today, just reviewing what's here. The City of Butler will be reviewing this at their next Plan Commission meeting. Everyone should have seen the ones between Auburn, Garrett, and Waterloo that have been done over the last 5-6 years. The language that's highlighted in yellow needs addressed to see if this is something they need. He addressed that parts of the highlighted areas wouldn't apply with this proposed agreement being located outside the municipality He stated that they would like to extend the boundaries of the ETJ, allowing them to square off what they currently have established and allowing them to practice planning/zoning for areas that they may want to annex in the future.

Sandra Harrison asked so on the boundary of CR 24 that is only on the south side.

Mr. Gaumer stated that yes it will only be the south side. This is already existing as part of the ETJ. On the maps with the red boundary to the south that's the new proposed ETJ expansion and the grey area is

what's existing. He stated that Andrew Provines is here to answer any questions. This interlocal agreement is to formulize what we currently practice with the City of Butler, and the expansion would be the only thing that's changing.

Andrew Provines approached the podium he stated that this comes out of the Comprehensive Plan that has been trying to receive approval for 4 to 5 years. It has been through two City Planners that have tried to move things forward. The ETJ will square off what already exists and the portion to the south meets the boundary we need. When Chris mentioned annexation, we're not looking to annex anything right now. We want to finalize our Comprehensive Plan and ETJ to get a formal agreement in place.

Mr. Gaumer stated that he wanted to clarify what he meant about the annexation. This isn't immediate annexation but over a course of 10-15 years. He added that by Indiana Code it's required prior to 2019 that municipalities have a ETJ boundary in their Comprehensive Plan to be able to practice planning and zoning.

Mr. Provines added that the last Comprehensive Plan was 2001 with the existing boundaries. He stated that based on the document this is all up for discussion. If anyone has any issues with this feel free to bring them up.

William Van Wye asked if there was growth towards the south.

Mr. Provines stated that there's currently no growth. The only real growth right there would be a parking area approved in 2022 on a farm field for H&W Transport. Nothing has been complete with the area, and it's used to store semi-trailers once they're loaded.

Jerry Yoder asked so by expanding the ETJ it will also expand the area that the city will be taking care of for building permits.

Mr. Provines stated that we currently don't oversee any of our building permits. With the City being small there's not that many building permits each year. It wouldn't be ideal to obtain our own building inspector. We issue the improvement location permit and then they will need to go to the county to receive a building permit. The county will complete the inspections, and we will pay for them each year. He stated that just recently we did the same thing with the county's permitting software because it was cost prohibited with the size of Butler to have our own. He's discussed that the county has good processes established for planning and zoning. He has looked at the county's process and used them for guidance for the city. He stated that before we move forward with this agreement, we will have discussions at the City Plan Commission. This will come back to you for a recommendation later. We just wanted this to come before you, so you had plenty of time to review it.

Mr. Gaumer asked if there were any more questions or concerns about what's being proposed.

Andrew Kruse addressed that by the time the interlocal agreement is approved and recorded with the ETJ. What will Butler's Plan Commission have for the zoning in this area.

Mr. Gaumer stated that they will have a public hearing for a rezone, and the City Plan Commission would make a recommendation to the City Council. The zoning could be part of this interlocal agreement, and the problem would be that when it changes the zone map would be irrelevant. We would have to create a zoning map for the newly proposed boundary and go through the proper channels.

Mr. Provines stated that he would like to talk to the landowners involved in this proposed ETJ. He stated that currently we have an ETJ agricultural that's meant for this area. The city's Ag is slightly more restrictive than the county's. He doesn't want to have new property coming in from an ETJ that will have more restrictions on what it currently is. He discussed that if in this ETJ when established the Ag could have a set of historical uses that allow you to do exactly what the county allows you to do today until the land is sold. He stated that if someone sold off to another party you would understand that within this ETJ the City's Ag would be in place. He's looking into doing something like this so we couldn't hinder anyone to what they can currently do with their land.

Mr. Yoder asked what kind of restrictions would be in place.

Mr. Provines stated that he would need to compare the county and city ordinances. The city uses are slightly less than what the county has in place. If something wasn't permitted it would be the process of a variance or special exemption. He stated that there would be other scenarios where they wanted to rezone too residential. If they would rezone inside the ETJ the city may be more restrictive in what the county allowed. He addressed that he hadn't seen something like this done before.

Mr. Gaumer stated that he pulled up the ordinances and the only difference is not allowing confined feeding operations above IDEM regulations. This could still happen if they went through the Board of Zoning Appeals for a use variance. He stated that you could do something like this. It would just have to be done through some sort of commitment that runs with the property. It needs to be there so title companies can search for things like this. He talked with Andrew, and the City Planner would need to keep records of when properties would transfer. This would be easier if title companies could find this when searching and they could let potential buyers know. This could be a covenant that's recorded with the property.

Mr. Provines stated that it's extra work, but he thinks that something along these lines would be fairer.

Mr. Kruse added that all new buyers should see Butler's zoning and will know they can't do certain things.

Mr. Gaumer stated that as long as there aware of the zoning.

Mr. Provines stated that he and Chris talked about what would be the best to make people doing research aware of what isn't and is allowed.

Jason Carnahan asked if there were any further questions or comments from the board. Hearing None. He opened the public portion of the hearing up to any comments.

Lynn Reinhart approached the podium stating that this came to his intention in recent light of what had transpired in St. Joe and working with their ETJ. He was curious as to whether the City of Butler would have a hearing and wasn't sure if the property owners would individually be notified. He addressed that those involved should have a notice like a neighbor would for a zoning change. He understands that this would be up to the city and you as the county would ultimately be making the final decision whether you approve it or not. He believed that public hearing should be allowed for the people that are part of DeKalb County and part of this ETJ area before the change is made to turn their properties over to the City of Butler. He stated that this was his only comment, and this will not directly affect him, not having any property falling within the proposed ETJ.

Mr. Gaumer stated that the City of Butler would have their own process for changing the zoning and couldn't dictate what they do. He stated that he would leave this up to Mr. Provines if he wanted to comment on this.

Mr. Reinhart stated that he wasn't talking of zoning, and this is more for the expansion of the ETJ.

Mr. Gaumer said that public hearings are required for the change in zoning and aren't required for interlocal agreements. The zoning change for Butler changing from a county dedication to a city dedication would be done through the City of Butler. The interlocal agreement is not required to have a public hearing. It's voted on as a recommendation from the County Plan Commission to the County Commissioners and is not required to have a public hearing, just a public meeting.

Mr. Kruse stated that one thing that Mr. Reinhart may be asking is that if Waterloo, St. Joe, Garrett, and Auburn has an ETJ as far as he knows there's no requirements that they send out a written notice to all the landowners. He addressed that Mr. Reinhart stated that it would be nice if it was required by law to have public hearings required during this time.

Mr. Gaumer stated that it's not required. The creation of the ETJ and the current Indiana Code doesn't require that a public meeting have notice with the surrounding landowners.

Mr. Reinhart asked that as it goes forward you as members of the Plan Commission consider each one of the individual properties owners and not just look at what the City of Butler is asking for.

Mr. Van Wye addressed that aren't our hands kind of tied if Butler wanted to move on. They would be able to by state statute.

Mr. Gaumer addressed that with the current ETJ area yes, they could continue practicing their ETJ and not even update their Comprehensive Plan. The law changed in 2019 that requires when a Comprehensive Plan is rewritten or updated that an interlocal agreement is required with the county.

Mr. Van Wye stated that from what he understood that if they extend their boundaries there's basically nothing we can do.

Mr. Gaumer stated that the county could not pass the interlocal agreement. If we wouldn't pass the agreement they could still practice within the current ETJ.

Mr. Carnahan stated that theoretically we could negotiate their expansion area. Before we agreed to the interlocal agreement we could negotiate on either side. Mr. Kruse addressed that you could say yes to these four blocks and no to others and come up with a plan.

Mr. Gaumer added that he believed the code is better now than it was, meaning that the county has negotiating rights with a new ETJ, before they could just go up to two miles outside their jurisdiction if it was in their Comprehensive Plan and the county had no say.

Mr. Van Wye addressed that when Ashley did an ETJ, they were going to take the ETJ around Klink's because he didn't want to be involved in it. He stated that Ashley was threatened with a lawsuit that if you don't take Klink in it why are you taking these 500 acres outside of it. They haven't moved forward with anything since he passed away.

Mr. Gaumer asked if there were any further questions or comments on the ETJ boundary. He stated that he will be working with the City of Butler and get this tightened up to bring this back sometime before the end of the year.

DeKalb 2040 – Comprehensive Plan Update:

Mr. Gaumer informed everyone that tonight is the Corunna open house, if anyone's interested it will be at Corunna's Park on Michigan Avenue under the pavilion from 4-5 pm. Also, today HWC will have the Steering Committee meeting from noon to 1:30. We will then have on September 18th from 6-7 the Big Ideas Open House in the Courthouse Rotunda. We will be sharing the proposed visions, goals, and objectives that we have gathered over the past few months. He stated that there will be a 10-15-minute presentation at 6 and then give people time to go around to the various boards and give input.

REPORTS FROM OFFICERS, COMMITTEES, STAFF OR TOWN/CITY LIANSONS:

Frank Pulver informed the board that the City of Garrett's last meeting was finalizing the Saddleback Addition. The project will be moving forward.

Suzanne Davis informed the board that the City of Auburn held their meeting in July. No meetings have been held in the last two months. She stated that during the July meeting there was discussion on a proposed East Auburn Estates. She addressed that the room was a full house with citizens for the hearing being advertised as modular, stick built, and trailer homes. She stated that the board president did a wonderful job in moving the discussion along to get stipulations on what would be allowed.

Mrs. Holt informed the board that the City of Waterloo held their meeting on Monday. She stated that Waterloo was unable to secure the OKRA Grant on the third try. It seemed like there was lots of inconsistency in the way that it was scored. They're proceeding with a strategic plan instead of a whole comprehensive plan. This rewrite will be scaled back and small scoped and still be able to address some of

the concerns. They will be proceeding with kickoff in September and a public workshop in October. The consultant will be HWC.

Mrs. Harrison informed the board that the City of Hamilton will have their meeting earlier this week. The City of Butler held their meeting. Mr. Gaumer discussed the Butler Comprehensive Plan and Mr. Provines discussed the permitting software with DeKalb County. The mayor is still waiting on the Grant money for the Bohn Aluminum Foundry. They are still investigating the possibility of a Hotel along US Highway 6. They would also like to expand the events at the Monster Truck Museum to coincide with possibly helping to get the Hotel in the area.

Mr. Van Wye informed the board that there was no meeting for the City of Ashley.

COMMENTS/QUESTIONS FROM THE PUBLIC IN ATTENDANCE:

Lynn Reinhart approached the podium stating that he would like to investigate the ETJ from St. Joe and the way it was done. The fact that they approved of it in 2011 and haven't implemented a single step forward with the ETJ. He stated that if the County Plan Commission isn't in agreement with the ETJ and there would be a possibility that you could pursue that it wasn't in effect due to that lapse of time. He stated that they haven't moved forward on zoning maps, establishing a Plan Commission, or any concerns that need to be addressed. He addressed how long it took to have the Comprehensive Plan recorded. The town had to be aware that things were coming to the county, and he thought they stated there was a list of forty-some items that the county acted on during that time. He added that the precedent shows that the County Plan Commission has been, is, and should be responsible for that zoning unless they come forward with the new plan and go through the process of developing an Interlocal Agreement today.

Mr. Kruse stated that a letter has been sent to Eric Weber the attorney for the Town of St. Joe. The letter is basically a summary that we're requesting that they grandfather everything in that has been decided. We haven't received any response to this.

Mr. Gaumer stated that part of it was that we wanted to have a legal opinion that their ETJ is valid and we're not fighting that it's not 100% valid or invalid. They knew now that things weren't done correctly, and he didn't believe it was done in an unlawful way. So anyway, we're working on the letter that was sent and he's still meeting with the Town of St. Joe to help them work up language for the boundaries. They still have a moratorium on areas that are within the ETJ area on zoning. He thinks that they hope to have it completed by the end of the year. The last big thing was that we wanted to make sure that there was no case law as if you'd sat on this for 10 years you lost your rights. He addressed that there's nothing in Indiana Code that states this. There's nothing that says they have no jurisdiction.

Mr. Kruse stated that he's not aware of any time frames. That's not to say that there's a couple of different major deadlines in legal issues, one there could be a statute of limitations that says that if you create an ETJ you've got to complete your zoning within so many months/years. There's nothing that Chris and I can find that says this. The other idea is more of an excessive delay idea called laches that's the fancy legal term for it. That kind of along the lines of did they wait too long to do this. He addressed that he wasn't aware of anything at this point. He believed that it would be helpful if the Town of St. Joe was able to show for sure that they got this all-in place and its legal after all this time frame.

Mr. Gaumer stated that it's an unusual situation and county's hands are tied in the sense that the ETJ was established prior to July 2019. Which is that date that says you must have an Interlocal Agreement. The only way to do an ETJ before that time is to put it in your Comprehensive Plan and it was established in their plan.

Mr. Kruse stated that they have the ETJ and the question is what you do with zoning when they never created any.

Mr. Gaumer added that it appeared that nobody was aware of this until the new members of the town board brought it to his attention. He stated that like before he doesn't go and read all the Town's Comprehensive

Plans to make sure there in compliance with their own laws and regulations. This is something that just got overlooked. Unfortunately, the county can't say you didn't do something for ten years and were taking it back.

Mr. Kruse stated that from cases and case laws is as much as we want to think that the Indiana Supreme Court has made an opinion on almost every important issue out there. There are significant areas where if something doesn't happen very often, like if this is the only thing to happen in twenty years. There's not going to be cases where some have disagreed with the local judge's decision on it and applied it. This will leave certain things open as gray areas at times. He added that this is not one of them, but this could happen being there's not always a case that comes with every legal point.

Mr. Pulver asked if St. Joe was incorporated and is there a town manager.

Mr. Gaumer stated yes, the town is incorporated. They have a town clerk and three council members.

Mr. Pulver questioned if the town council members are the ones that located the existing ETJ.

Mr. Gaumer stated that the council members are the ones that realized that they had an ETJ.

Mrs. Holt said that she remembered from our last meeting that Mary Simcox indicated that it was on file and recorded and we were going to validate it.

Mr. Gaumer stated that we did, and it was recorded prior to July 2019.

Mr. Carnahan stated that if they wanted to update their Comprehensive Plan that would be the only way we would have any input.

Mr. Gaumer stated that this would be correct. What they're working on now is creating zoning districts that basically mirror what the county had for the ETJ and updating their zoning ordinance. This is a big undertaking for St. Joe.

Mr. Carnahan asked how the ETJ would work in their Comprehensive Plan.

Mr. Gaumer stated that it's already in the Comp Plan. The zoning would have to go through zoning amendments though their Plan Commission and Town Council. Mr. Carnahan added that it's a big undertaking but not big enough to rewrite their Comp Plan. Mr. Gaumer stated no, the boundaries are already in place.

Mr. Kruse stated that the ETJ is all about the boundaries and not about the zoning within it. We wouldn't control the zoning of this area but the size. Back then when the original one was done, we didn't even have input on the size.

Mr. Carnahan asked if there were any more comments from the board. Hearing None. The meeting was adjourned.

ADJOURNMENT:

Jason Carnahan adjourned the meeting at 9:26 a.m.

President – Jason Carnahan

Secretary – Meredith Reith

**-INTER-LOCAL COOPERATION AGREEMENT BETWEEN
DEKALB COUNTY AND THE CITY OF BUTLER, INDIANA
REGARDING PLANNING, ZONING, SUBDIVISION CONTROL, PERMITTING
AND ENFORCEMENT JURISDICTION**

- WHEREAS, Indiana Code § 36-1-7-1 et seq. permits governmental entities to jointly exercise powers through Inter-Local Cooperation Agreements; and
- WHEREAS, Indiana Code § 36-7-4-205 authorizes a municipality to exercise planning and zoning jurisdiction in unincorporated areas up to two (2) miles beyond the corporate boundaries, with permission of the County; and
- WHEREAS, The governmental entities have determined that it is prudent, rational, and in the best interest of the citizens for the City to exercise planning, zoning, subdivision control, permit issuance, and enforcement over specific unincorporated areas that are surrounded by or immediately adjacent to areas within the City boundaries, to be known as Extra-territorial Jurisdiction (ETJ); and
- WHEREAS, This Inter-Local Cooperation Agreement reflects the commitments and understandings agreed to by the legislative bodies of the governmental entities in order to efficiently and effectively provide the delegation of powers from DeKalb County to the City of Butler.

NOW, THEREFORE, DeKalb County and the City of Butler, Indiana hereby agree as follows:

PART 1: DEFINITIONS

- Agreement: Shall mean the Inter-Local Cooperation Agreement between DeKalb County and the City of Butler, Indiana regarding planning, zoning, subdivision control, permitting and enforcement jurisdiction.
- City: Shall mean the City of Butler.
- County: Shall mean DeKalb County.

PART 2: ZONING

- Section 2.1 The City shall have zoning jurisdiction over the unincorporated areas designated as described in Part 5 and in Exhibit A, Extra-territorial Jurisdiction Map as amended.
- Section 2.2 The City shall assign a zoning classification to an area when it is brought into the Extra-territorial Jurisdiction. Proposed zoning classifications are identified on Exhibit E, Extra Territorial Jurisdiction Zoning and will be finalized after a Public Hearing by the Butler Plan Commission and adoption of a Zoning Map Amendment ordinance by the Butler Common Council.
- Section 2.3 The City shall maintain a valid comprehensive plan that acknowledges the boundaries of the ETJ and designates future land uses consistent with the County's comprehensive plan.
- Section 2.4 The City shall maintain a valid zoning ordinance that is complementary of the City's comprehensive plan, especially the Future Land Use Map.
- Section 2.5 The City's zoning ordinance shall contain and meet or exceed the following development standards.
- A. Drainage
 1. Projects in the Extra-territorial Jurisdiction shall be subject to review by and approval of the DeKalb County Surveyor and /or DeKalb County Drainage Board.
 - B. Floodplain Management
 1. Restrict all structures from the floodway, except bridges, pedestrian trails, park equipment, park structures, open pavilions and stages, ball fields, flood mitigation measures, dams, levies, and underground utilities.
 2. Restrict all building in the flood fringe unless the structure meets or exceeds the local Flood Control Ordinance and a permit is issued.
 - C. Wellhead Protection
 1. Restrict dry cleaners, gas stations, chemical or fuel storage over 500 gallons, junk yards, hazardous waste or material storage, transfer stations, confined feeding operations, waste treatment facilities, cemeteries, chemical processing, open lagoons associated with raising of farm animals or industrial use, and automobile mechanics from locating within wellhead protection areas.
 2. Require any facility that stores 50 gallons or more of fuel or chemicals for over 24 hours to establish a secondary containment area equal to 110% of the volume in the tank. Such secondary containment shall be built to control the escape of contaminants into ground water for a minimum of 72 hours, and to not contain rainwater, such that it impairs the capacity to contain a 100% spill.
 3. Allow a special exception or conditional use provision for gas stations if they can prove that no other viable sites are available within the appropriate zoning in the community. Special exceptions or conditional uses shall only be granted if the underground fuel storage tanks are double walled, have a release detection system, all piping has release detection, and maintenance of the facilities is required. Also, a provision that would allow the municipality, at its discretion, to require the gas station to pay for up to two test wells to be drilled per any given calendar year to monitor for contaminants shall be written into the ordinance.

4. Excavation Activities:

- a. Require the extraction of sand, gravel or other minerals when done below the ground water level to be done so with dragline, floating dredge, or alternative wet excavation method.
- b. Restrict de-watering of sites utilized for mining or extraction.
- c. Excavation sites shall not utilize anything other than clean natural earth fill materials to fill or alter the contour of the site. Construction debris shall not be considered clean natural earth fill.
- d. Restrict all fuel, oil, lubricant, hydraulic fluid, petroleum products or similar material from being stored on site without fully being within a secondary containment area with 110% capacity to contain a 100% spill.

D. Sewer Hookup

- 1. Require all new development and new construction of homes, businesses, industries, and institutions within 300 feet of a gravity sewer system to hook into the municipal system. Require all other new development and new construction of homes, businesses, industries, and institutions to hook into the city sewer system unless the cost of doing so is two times (2X) the cost of installing a septic system on the site. For developments with two or more lots, the cumulative cost of installing septic systems for each lot shall be used. The City may bridge the financial gap on a project where sewer hookup will exceed the two times (2X) rule in order to require the development to connect to the sewer system. The City of Butler has the right to allow a development to forgo city sewer connections.

PART 3: SUBDIVISION CONTROL

- Section 3.1 The City shall have authority and control over hearing of subdivisions of land over the unincorporated areas designated in part 5 and in Exhibit A, Extra-territorial Jurisdiction Map, as amended.
- Section 3.2 The City shall maintain a valid subdivision control ordinance that is complementary of the City's comprehensive plan and zoning ordinance.
- Section 3.3 The City's subdivision control ordinance shall contain and meet or exceed the following design standards.
- A. Drainage
 - 1. Projects shall be subject to review by and approval of the DeKalb County Surveyor and/or DeKalb County Drainage Board.
 - B. Street Standards: As per Exhibit B, reviewed and approved by the Highway Department.
 - C. Sidewalk Standards: As per Exhibit C, reviewed and approved by the Highway Department.
 - D. Cul-de-sac Standards: As per Exhibit D, reviewed and approved by the Highway Department.
 - E. Addressing
 - 1. The City and County shall coordinate the issuance of new addresses and address numbers shall follow the County's address schema and be endorsed by County planning staff and, if required, prior to being presented to the City's Plan Commission for final approval.
 - 2. The City shall distribute new addresses within the ETJ to the appropriate agencies.
 - 3. Address postings shall meet both the City's address posting requirements, per §95.71 of the Butler City Code and the County's posting requirements per Ordinance 98-5 as amended.

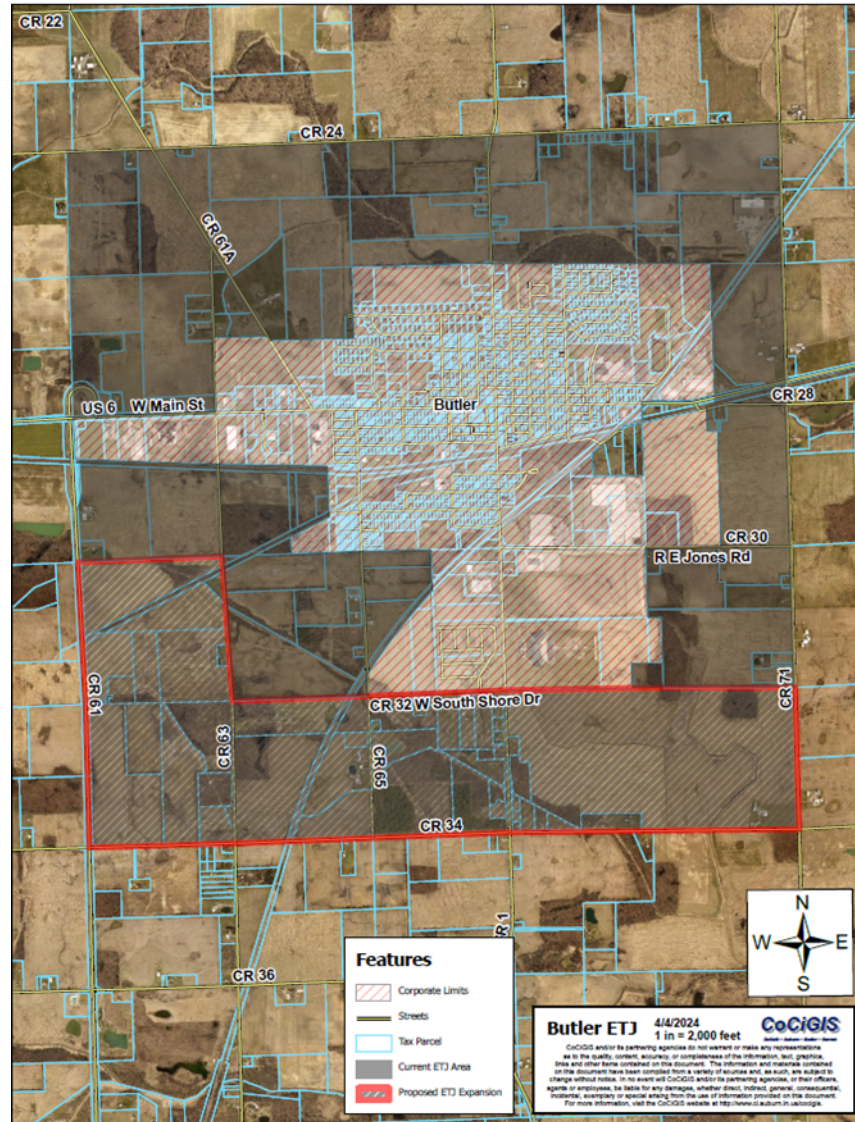
PART 4: PERMITTING, ADMINISTRATION, PETITIONS, APPEALS AND ENFORCEMENT

- Section 4.1 The City shall have permitting, administration, petitions, appeals and enforcement authority and control over the unincorporated areas designated as described in Part 5 and in Exhibit A, Extra-territorial Jurisdiction Map, as amended.
- Section 4.2 Permitting shall include:
- A. Improvement Location Permits & zoning compliance, and any other permit compliance except building permits.
- Section 4.3 Administration shall include:
- A. Receiving submittals and collecting payments
 - B. Reviewing plans and developments
 - C. Determining compliance with the zoning and subdivision control ordinance.
 - D. Exercising administrative discretions, as the City's ordinances allow
 - E. Maintaining records and archiving
 - F. Scheduling projects for hearings and review by the Plan Commission and BZA
 - G. Assuring that documents and drawings are recorded as mandated by law (e.g. covenants, commitments, conditions, plats).
 - H. Coordinating the issuance of addresses and the disbursement of address information (refer to Section 3.3-E)
- Section 4.4 Petitions shall include:
- A. Utilizing the City's Board of Zoning Appeals to hear and decide variance requests, conditional uses, special exceptions and zoning determination appeals when applicable.
 - B. Utilizing the City's Plan Commission to hear and decide waiver requests, rezoning requests, and planned development requests.
- Section 4.5 Enforcement shall include:
- A. Documenting complaints
 - B. Investigating complaints and notices of violations
 - C. Searching for violations as staff resources allow
 - D. Citing violators and correcting violations
 - E. Litigating violations as appropriate and necessary
- Section 4.6 Enforcement shall NOT include:
- A. Any enforcement in the ETJ area that is enforceable by the Public Nuisance Ordinance for DeKalb County,

PART 5: EXTRA-TERRITORIAL JURISDICTION AREA DETERMINATION

Section 5.1 The Extra-territorial jurisdiction shall be shown as Exhibit A in this agreement. If the City wishes to expand or remove any of their Extra-territorial jurisdiction in any way, it shall be done so by approval of both the County Plan Commission & City Plan Commission. The expanded boundaries shall be recorded in the office of the County Recorder with the date of approval and signatures by each of the Presidents of the Plan Commissions and attested by the Plan Commission Secretaries.

EXHIBIT A



PART 6: RECITALS OF COMMITMENT, PURPOSE, DURATION AND RENEWAL OF AGREEMENT

- Section 6.1 The level of cooperation recited in this Agreement is intended to exist in perpetuity to provide government services to the citizens of DeKalb County in the most efficient and effective manner possible; and to reduce redundancy of process, to minimize county and municipal staff resources, to improve consistency of regulations, and to improve clarity in planning jurisdictions. However, both parties recognize that modifications may be required, both to the Agreement itself and to the practices, procedures and terms that bring the intent of the inter-local agreement to fruition.
- Section 6.2 The spirit of good planning and fiscally responsible decision making shall prevail on behalf of the Cities, Towns and DeKalb County to the end that:
- A. Under no circumstances shall the City engage in approving a residential subdivision that it cannot feasibly annex within a reasonable period of time under current State Statutes.
 - B. Under no circumstances shall the City fail to initiate annexation of residential subdivisions, commercial developments and industrial developments within a reasonable period from the time of the development's approval as are subject to the current annexation regulations of the State of Indiana.
 - C. Under no circumstances shall the City zone property or otherwise approve a tall structure within 5 nautical miles of the take-off and landing flight path of any private or public airport unless the structure does not exceed the imaginary surfaces as defined by FAR part 77 or IC 8-21-10 and does not raise the published minimums at any public-use airport.
 - D. Under no circumstances shall the City zone property or otherwise approve incompatible land uses (e.g. residential dwellings, nursing homes, schools, churches, and the like) within the planning jurisdiction of the DeKalb County airport property.
 - E. The above statements of commitment may be waived under special circumstances by the County Commissioners if determined that the development is well within the spirit of good planning and fiscally responsible decision making.
- Section 6.3 The City shall maintain a legally established Plan Commission and BZA under State Law, including maintaining representation from the unincorporated planning jurisdiction.
- Section 6.4 The City shall collect all fees associated with zoning and subdivision control processes, reviews, permits and the like in the areas noted in Exhibit A, Extra-territorial Jurisdiction Map, as amended. Until corporate limits change, all road funds shall continue to be collected by the County and used at their discretion to maintain the roads in the unincorporated areas.
- Section 6.5 The Agreement shall be valid for approximately four years, effective on _____, 2025. Other terms of the Agreement include:
- A. Both parties agree to begin formal review and amend extra-territorial jurisdiction boundaries on a four-year basis.
 - B. Four-year revisions of the Agreement are intended to primarily adjust Exhibit A, Extra-territorial Jurisdiction Map, as amended, to reflect additional extra-territorial jurisdiction for the City; unless no annexation had occurred in the preceding four-year period of time.
 - C. If the agreement is not revised, it shall remain in full force and effect until modified by the City and County.
 - D. Termination of the Agreement may be initiated by the County Commissioners for cause. Cause shall be interpreted to mean that the participating municipality is not

complying with the spirit, intent, or a term of the Agreement. Termination for cause shall be done in the two-step process as follows:

1. Notice: The City shall be given written notice that it no longer is in compliance with the spirit, intent or a term of the Agreement. The City shall have three (3) months to fully comply with the notice. If the City fully corrects the issue, the County shall not terminate the Agreement.
 2. Termination: After the three-month notice period, if the City still fails to comply with the spirit, intent, or a term of the Agreement identified in the notice, the County has the right to terminate the Agreement. Termination of the Agreement shall be initiated and decided at a regularly scheduled meeting of the County Commissioners.
 3. The County shall also have the right to terminate the agreement if the City repeats the same violation of spirit, intent or term of the agreement within two years from the original offense cited in 1. Notice.
- D. The Agreement shall be void if any State of Indiana or Federal law; or case law is determined to prohibit such delegation of planning jurisdiction.

PART 7: SEVERABILITY

Section 7.1 If any provision of this agreement is declared by court of competent jurisdiction to be invalid, null, void, or unenforceable, the remaining provisions shall not be affected and shall have full force and effect.

This Agreement is effective once both entities have authorized its execution by appropriate ordinance.

PART 8: EXECUTION OF AGREEMENT

City of Butler - Plan Commission

**INTER-LOCAL COOPERATION AGREEMENT BETWEEN
DEKALB COUNTY AND THE CITY OF BUTLER, INDIANA
REGARDING PLANNING, ZONING, SUBDIVISION CONTROL, PERMITTING
AND ENFORCEMENT JURISDICTION**

The City of Butler Plan Commission has recommended APPROVAL/DENIAL of this agreement to the City of Butler Common Council on this ____ day of _____ by a vote of: _____ in favor and ____ opposed.

_____, President, Greg Reed

_____, Vice-President, Kristian Hoff

This instrument prepared by: Andrew Provines, City of Butler Planner, Butler Planning Department, Butler Indiana.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

City of Butler - Common Council

**INTER-LOCAL COOPERATION AGREEMENT BETWEEN
DEKALB COUNTY AND THE CITY OF BUTLER, INDIANA
REGARDING PLANNING, ZONING, SUBDIVISION CONTROL, PERMITTING
AND ENFORCEMENT JURISDICTION**

EFFECTIVE DATE OF AGREEMENT: _____

PASSED AND ADOPTED by the Common Council of the City of Butler,
Indiana, this _____ day of _____, 2025.

Darren Alloway, Council President

ATTEST:

Presented by me to the Mayor of the City of Butler, Indiana, this ____ day of
_____, 2025.

Angela M. Eck, **Clerk-Treasurer**

APPROVED AND SIGNED by me this ____ day of _____, 2025.

Mike Hartman , **Mayor**

This instrument prepared by: Andrew Provines, City of Butler Planner, Butler Planning Department,
Butler Indiana.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security
number in this document, unless required by law. Angela M. Eck, Clerk Treasurer, Butler, Indiana

DeKalb County Plan Commission

INTER-LOCAL COOPERATION AGREEMENT BETWEEN DEKALB COUNTY AND THE CITY OF BUTLER, INDIANA REGARDING PLANNING, ZONING, SUBDIVISION CONTROL, PERMITTING AND ENFORCEMENT JURISDICTION

EFFECTIVE DATE OF AGREEMENT: _____

The DeKalb County Plan Commission has recommended APPROVAL/DENIAL of this agreement to the DeKalb County Commissioners on this _____ day of _____ by a vote of: _____ in favor and _____ opposed.

Jason Carnahan, President

William Van Wye, Vice-President

DeKalb County Commissioners

**INTER-LOCAL COOPERATION AGREEMENT BETWEEN
DEKALB COUNTY AND THE CITY OF BUTLER, INDIANA
REGARDING PLANNING, ZONING, SUBDIVISION CONTROL, PERMITTING
AND ENFORCEMENT JURISDICTION**

AND NOW IS *DULY PASSED, ORDAINED AND ADOPTED* on this _____ day of _____, by the County Commissioners of DeKalb County, Indiana.

William L. Hartman, President

James Miller, Vice President

Kellen Dooley, Vice President

Attest, Susan Sleeper, Auditor

This instrument prepared by: Chris Gaumer, Director/Zoning Administrator, Department Development Services, DeKalb County.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Susan S. Sleeper, Auditor, DeKalb County, Indiana

EXHIBIT B

Street Type	Minimum Road Width	Minimum Right-of-Way	Minimum Asphalt Base	Minimum Asphalt Surface	Minimum Concrete Base	Minimum Concrete Surface
Major Arterial	12 foot lanes - On-street parking in urban areas optional	- Class I: 105 feet - Class II: 120 feet	12 inches total aggregate 8 inches of #1 or #2 4 inches of #53 or #73	4 inches of intermediate 2 inches of finish	6 inches total aggregate #53 of #73	8 inches of concrete
Minor Arterial	12 foot lanes - On-street parking in urban areas optional	100 feet	12 inches total aggregate 8 inches of #1 or #2 4 inches of #53 or #73	4 inches of intermediate 2 inches of finish	6 inches total aggregate #53 of #73	8 inches of concrete
Collector Street	11 foot lanes 8 foot on-street parking lane optional	80 feet	12 inches total aggregate 8 inches of #1 or #2 4 inches of #53	4 inches of intermediate 2 inches of finish	6 inches total aggregate #53 of #73	7 inches of concrete
Local Street	- Minimum 32 feet back of curb to back of curb - Parking permitted	60 feet	12 inches total aggregate 8 inches of #1 4 inches of #53	4 inches of intermediate 2 inches of finish	6 inches total aggregate #53 of #73	6 inches of concrete

Exhibit C

	Required	Minimum Width	Minimum Thickness	Joint Spacing	Location
Sidewalks	- Required in all subdivisions - Both sides of internal streets	5 feet for internal streets 6 feet along perimeter streets 8 feet if along a proposed trail route	4 inches 6 inches at driveways	5 feet maximum	1 foot from right-of-way line

Exhibit D

	Minimum Pavement Radius	Minimum Right-of-Way	Length
Cul-de-sacs	45 foot - Street width minimum of 32 feet	60 feet	- Residential: 20 lots maximum 140 feet minimum length 600 feet maximum length - Commercial: 140 feet minimum length 600 feet maximum length

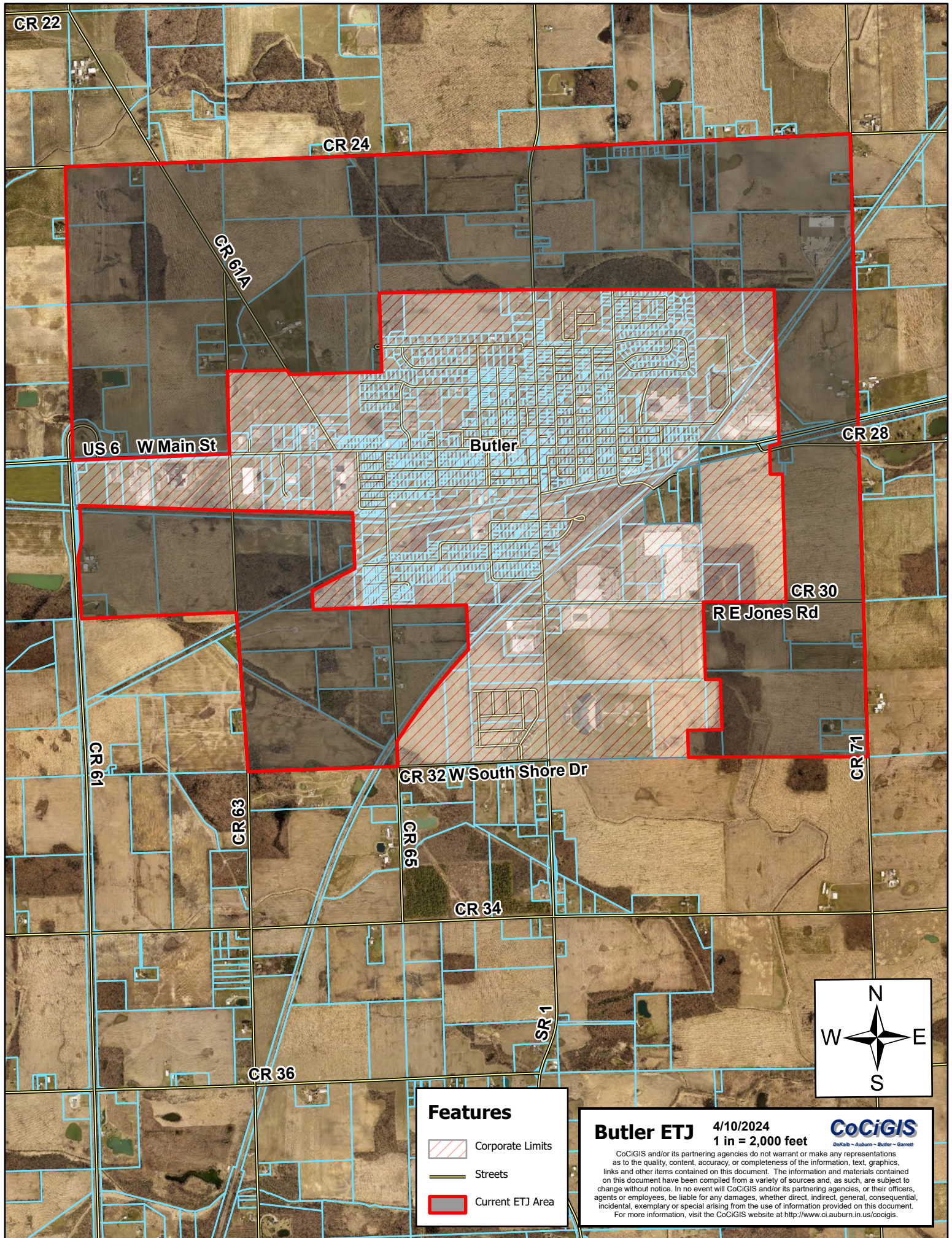
Exhibit E

District Intent – The AG (Agricultural) District is established for land within the City’s extraterritorial jurisdictional that is agricultural and has future development potential. This district does not allow the subdivision of land, other than for “legacy agricultural parcels”. This district is intended for small scale farming and does not allow factory farms. (Amended by Ord. # 1583, adopted August 19, 2013).		
	Permitted Uses	Exception Uses
Agriculture District (AG)	• Agricultural Crop Production • Farmstead • Orchard • Raising of farm animals • Stable • Storage of agricultural products • Tree farm • Plant Nursery	• Dwelling, single family • Dwelling, manufactured home

District Intent – The HI (Heavy Industry) District is intended to provide a land use category for larger, heavier manufacturing facilities.		
	Permitted Uses	Special Exception Uses
Heavy Industrial (HI)	• Government operation, non office • Parking lot, public • Parking lot for business • Police, fire or rescue station • Recycling collection point • Automobile repair • Manufactured housing sales • Self-storage facility • Tool / equipment rental • Assembly • Distribution facility • Flex-space • Food production / processing • Gravel / sand mining • Heavy manufacturing • Incinerator • Light manufacturing • Liquid fertilizer storage / distribution • Recycling processing • Research center • Scrap metal yard • Sign painting / fabrication • Storage tanks • Testing lab • Tool & dye shop • Warehousing • Welding • Telecommunications facility • Telephone exchange	• Park, public • Post office • Sexually oriented business • Junk yard • Generation plan • Substation • Telephone exchange

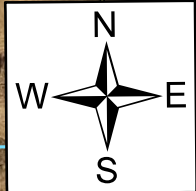
District Intent – The SFR (Single Family Residential) District is intended to provide areas for singlefamily homes and neighborhoods. The provisions that regulate this district should protect, promote and maintain areas in Butler for existing and future housing growth.

	Permitted Uses	Exception Uses
Single Family Residential (SFR)	• Dwelling, manufactured home • Dwelling, single family • Group home • Residential facility for developmentally disabled (small) • Residential facility for the mentally ill • Park, public • Pool, public • Child care home • Home Occupation	• Bed & Breakfast • Dwelling, Two-family • Nursing home • Residential facility for the developmentally disabled (large) • Church, temple or mosque • Library, public • Club or lodge • Golf course



Features

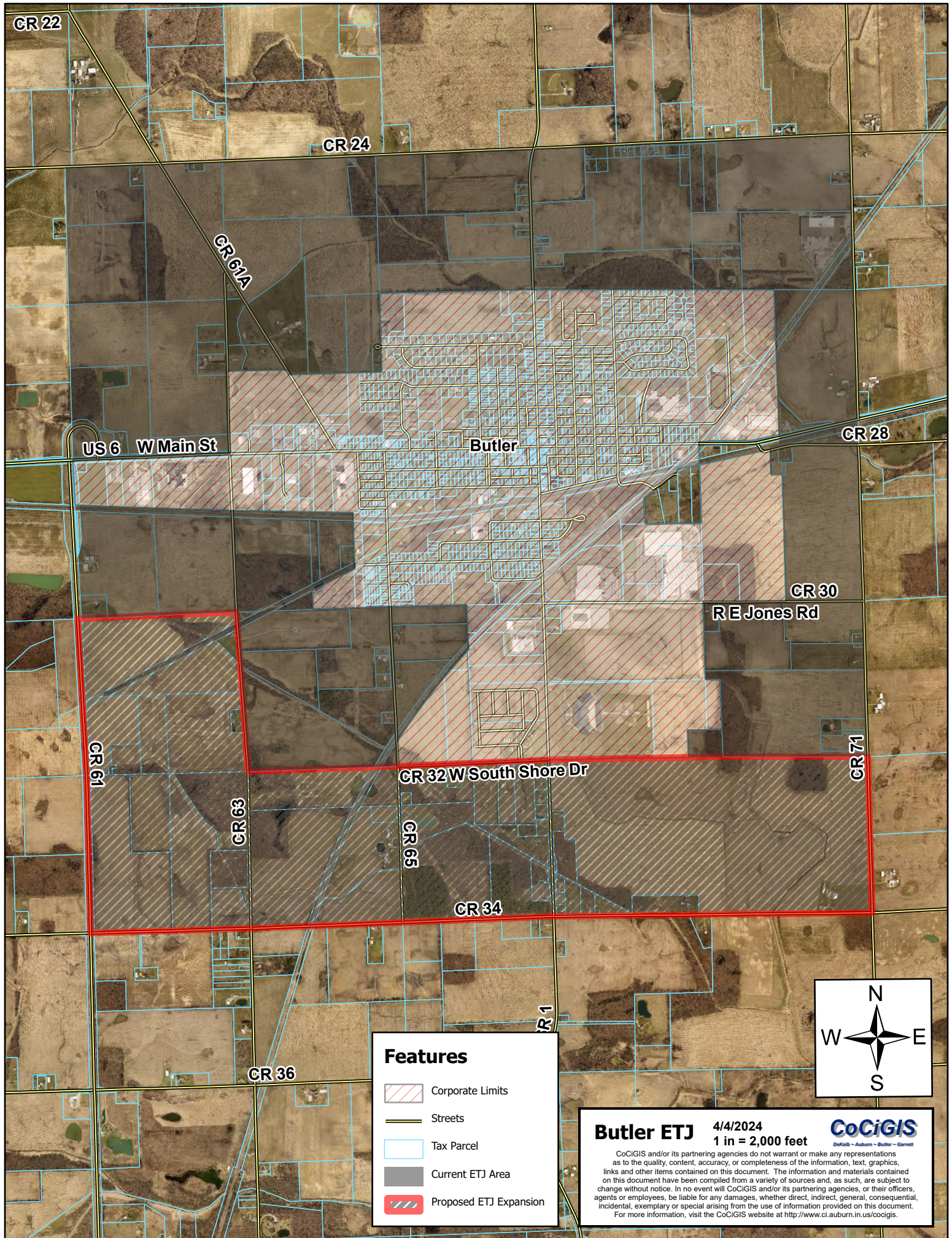
-  Corporate Limits
-  Streets
-  Current ETJ Area



Butler ETJ 4/10/2024
1 in = 2,000 feet

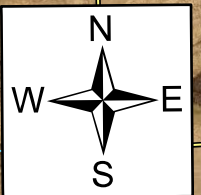
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Features

-  Corporate Limits
-  Streets
-  Tax Parcel
-  Current ETJ Area
-  Proposed ETJ Expansion



Butler ETJ

4/4/2024
1 in = 2,000 feet

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DRAFT Land Use Classifications

		
	AGRICULTURAL	RESIDENTIAL
Description	The agricultural classification designates land primarily used for farming, including cropland, pastures, and orchards. Agricultural areas may also include low-density, detached single-family dwellings on large lots and agriculture-related businesses. Although not the primary focus, other compatible uses may include community facilities, religious institutions, and parks, especially when these uses take place on large lots and contribute to the area's rural character.	The residential classification allows for a variety of housing types. While single-family houses are appropriate in this district, more compact multi-unit housing may be considered at an appropriate scale if they are integrated cohesively with surrounding land uses. Housing types may include, but are not limited to, duplexes, triplexes, townhomes, apartments, accessory dwellings, and single-family dwellings. Developments should be walkable within the neighborhood but also be accessible to community amenities, such as trails, parks, schools, religious institutions, and other community facilities, which may also be permitted in this classification.
Primary Uses	Crop and livestock production, equestrian farms, and hobby farms.	Single-family detached dwellings, duplexes, triplexes, townhomes, apartments, senior living, assisted living, and accessory dwelling units.
Secondary Uses	Single-family detached dwellings, agribusinesses, grain bins and silos, community facilities, religious institutions, parks and open space, agritourism, accessory dwelling units, alternative energy production, and medium and high intensity livestock production.	Community facilities, religious institutions, parks and open space, and neighborhood commercial uses.
Additional Notes	Residential subdivisions (multiple lot) may be considered on well and septic systems on a case-by-case basis. If served by water and sewer utilities, should be rezoned to the appropriate district.	Neighborhood commercial uses that are intended to serve nearby residents may be considered on a case-by-case basis and may be rezoned if appropriate.

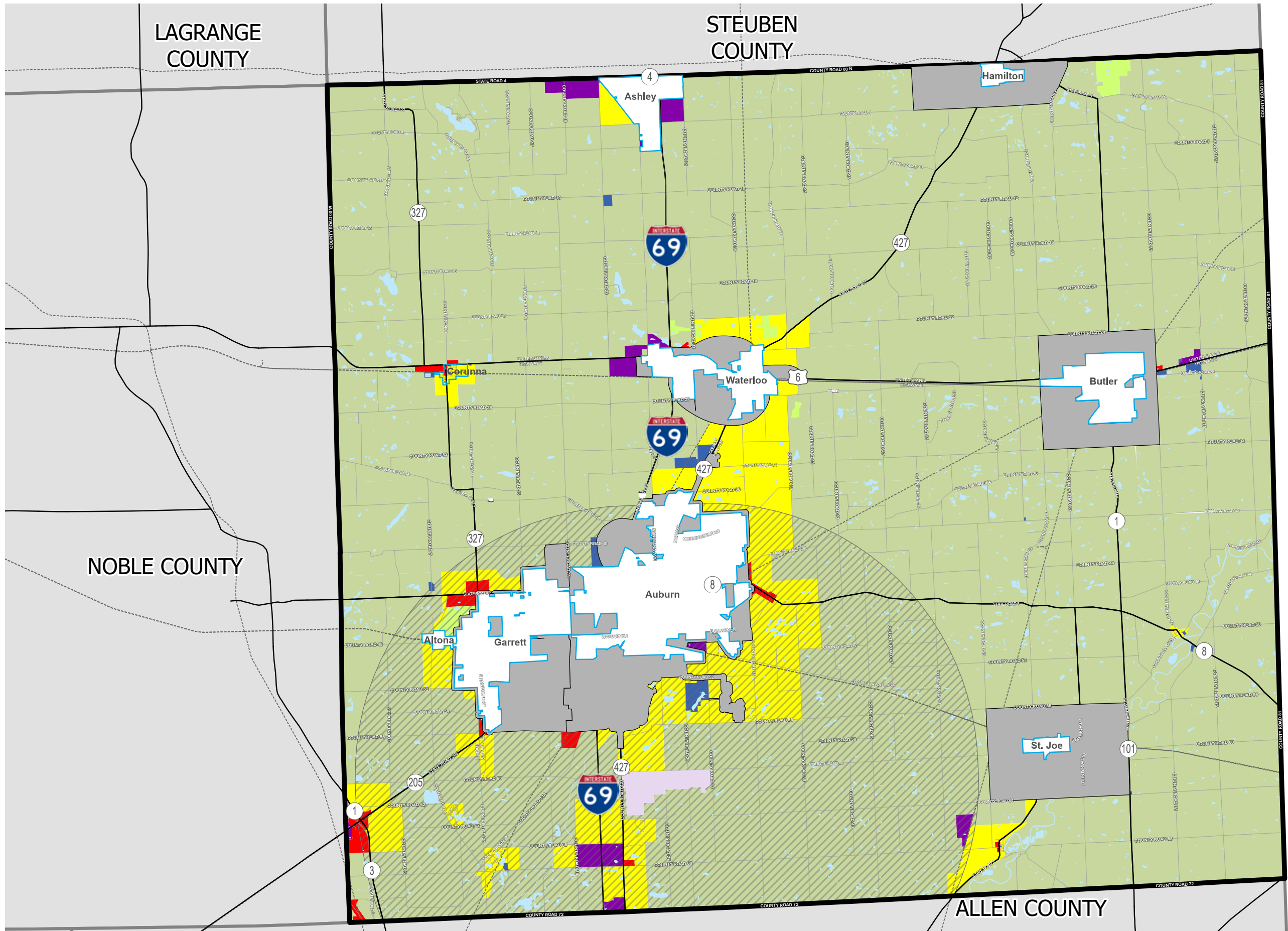
		
	COMMERCIAL	INDUSTRIAL
Description	The commercial classification includes a wide range of business and office uses, from commercial strip centers to standalone retail anchors. Typical uses may include restaurants, retail stores, personal and professional services, offices, hospitality, and other context appropriate retail/service facilities. Commercial development should be located where it can be adequately served by the transportation network and should be buffered from surrounding, low-intensity uses, such as residential neighborhoods.	The industrial classification provides for manufacturing, logistics, and research and development activities. These uses should be limited to areas with access to major transportation corridors where increased traffic will not impact existing neighborhoods. Building types may include multistory buildings with a large footprint on individual sites or smaller structures in a business park setting. These areas may include supporting commercial uses, such as restaurants and personal service businesses, but these should be limited.
Primary Uses	Restaurant, retail, hotel, professional office, medical office, and personal services.	Manufacturing, research and development, professional office, warehouse and distribution.
Secondary Uses	Community facilities, religious institutions, upper floor residential, and parks and open space.	Community facilities, religious institutions, agribusinesses, grain elevator, parks and open space, restaurant, retail, medical office, personal services, and alternative energy production.
Additional Notes	New commercial uses should reflect modern, pedestrian-scale design. Development should feature a pedestrian network with connections to adjacent businesses and neighborhoods.	Within business parks, opportunities for open space and shared amenities should be explored.



		
	COMMUNITY	PARKS/OPEN SPACE
Description	The community classification accommodates significant community uses, such as parks, schools, hospitals, government facilities, religious institutions, and utilities. These local facilities have an established role in the community and occupy a defined space. New development should align with existing community character, complementing other development in the area.	The parks/open space classification is land used for nature preservation, protection, and passive recreation. This typology also supports properties and facilities devoted to supporting indoor and outdoor active recreation.
Primary Uses	Schools, hospitals, government uses, religious institutions, and utilities.	Parks, trails, open space, and undeveloped areas.
Secondary Uses	Parks and open space.	None.
Additional Notes	Smaller, neighborhood-based community facilities, like daycares, fire stations, and some churches, may be incorporated within other land use classifications. For instance, a fire station surrounded by residential neighborhoods may fall within the residential land use classification. This ensures that, if a small community facility moves or closes, the site retains the land use classification of the surrounding area. This prevents a higher intensity use from coming in if the area does not have adequate infrastructure to support the reuse.	For protection, rezone parks and open spaces to the appropriate zoning designation.

		
	AIRPORT COMPATIBLE USE AREA	AIRPORT
Description	The airport compatible use area aligns with the county's Airport Compatibility Overlay (ACO) District, which sets standards of safety and compatibility for the occupants of land in the immediate vicinity of the DeKalb County Airport by regulating incompatible land uses and setting development standards that supplement or supersede the underlying zoning district. A detailed description can be found in the county's <i>Unified Development Ordinance</i> .	The airport land use is used for aviation uses and associated facilities owned by the DeKalb County Airport Authority.
Primary Uses	The permitted uses shall be those of the underlying zoning district, except uses prohibited in the ACO district under the Unified Development Ordinance are not allowed.	Airfields, terminals, hangars, and related transportation or logistics uses.
Secondary Uses	None.	None.
Additional Notes	Communication with DeKalb County Airport Authority should be taken into consideration with potential land use changes.	None.





LEGEND

- Extra Territorial Jurisdictions
- DeKalb County
- Rivers and Streams
- Railroad
- Airport Compatible Use Area
- Corporate Limits
- Airport
- Agricultural
- Parks/Open Space
- Commercial
- Industrial
- Community
- Residential