

ORDINANCE NO. 2024-01

**AN ORDINANCE
TO AMEND AND UPDATE THE AGREEMENT BETWEEN THE CITY OF
AUBURN AND DEKALB COUNTY REGARDING EXTRA-TERRITORIAL
JURISDICTION
OF THE CITY OF AUBURN**

SUMMARY

This ordinance proposes to approve the agreement that amends the rules associated with City of Auburn Extra Territorial Jurisdiction. The City of Auburn Plan Commission on December 12, 2023 approved the changes to the Extra Territorial -Local Cooperation Agreement between DeKalb County and the City of Auburn, Indiana regarding Planning, Zoning, Sub-Division Control, Permitting and Enforcement Jurisdiction.

This ordinance approves a modification, restates, and shall replace the Inter-Local Cooperation Agreement dated July 31, 2017, and effective September 1, 2017.

Said ordinance modifies the restriction of flood plain management to include all buildings in the flood way fringe. The Ordinance further approves an amendment that adds a statement on Enforcement of the ETJ to enforce in the ETJ for all things, except for that which is covered by a Nuisance Ordinance of DeKalb County, State of Indiana. Further this ordinance approves an amendment to the Agreement to state: Any Parcel that straddles an imaginary line created by applying the static or dynamic rules in Section 5.2 or 5.3 shall be the City's planning jurisdiction and the property shall be included in the extra territorial jurisdiction and the City of Auburn and DeKalb County GIS map shall be adjusted to reflect this change.

1ST READING _____
2ND READING _____

_____ Recorder's Office	_____ x _____ Publish Public Hearing
_____ xx _____ Auditor's Office	_____
_____ Clerk's Office	_____ x _____ Publish O/R after adoption
_____ Other	_____

- xx Building Department
- xx Engineering Department
- xx DeKalb County Plan Commission
- Internet Code Site

ORDINANCE NO. 2024 - 01

**AN ORDINANCE
TO AMEND AND UPDATE THE AGREEMENT BETWEEN THE CITY OF
AUBURN AND DEKALB COUNTY REGARDING EXTRA-TERRITORIAL
JURISDICTION
OF THE CITY OF AUBURN**

WHEREAS, the Plan Commission of the City of Auburn has certain extra territorial jurisdiction over real estate located in the City of Auburn Extra Territorial Jurisdiction (ETJ), and

WHEREAS, the Plan Commission of the City of Auburn has certified the action recommending certain amendments to the current Extra Territorial Jurisdiction Inter - Local Cooperation Agreement Between DeKalb County and the City of Auburn, Indiana Regarding Planning, Zoning, Subdivision Control, Permitting and Enforcement Jurisdiction of certain real estate associated with the ETJ of the City of Auburn, Indiana, and

WHEREAS, Indiana Code Section 36-1-7-1 et seq. permits governmental entities to jointly exercise power through Inter-Local Cooperation Agreements; and

WHEREAS, Indiana Code Section 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, previously the City of Auburn, Indiana and the County of DeKalb

entered into an Inter-Local Cooperation Agreement between DeKalb County and the City of Auburn, Indiana Regarding, Planning, Zoning, Subdivision Control, Permitting and Enforcement Jurisdiction.

**NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
THE CITY OF AUBURN, INDIANA:**

Section I.

REPLACEMENT AND RESTATEMENT OF AGREEMENT

The Agreement Attached as **Exhibit “A”** hereto and made a part hereof, shall restate and replace the Inter-Local Cooperation Agreement dated July 31, 2017 and effective September 1, 2017 as Document Number 20170224.

Section II.

Attached as **Exhibit “B”** to this Ordinance is a map, which provides identification of the Extra Territorial Jurisdiction zoning areas.

Section III.

Section 2.5B shall now read as follows:

- 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.
3. Restrict filling of the floodplain that will result in an increase to the base flood elevation by fourteen-hundredths (0.14) of one foot or greater.

Section IV

Section 4.7 shall be added as follows:

Section 4.7 Enforcement shall NOT include:

- A. Any enforcement in the ETJ area that is enforced by the Public Nuisance Ordinance for DeKalb County

Section V

In **section 5.1** the phrase “or application” shall be inserted into the agreement.

Section VI

Section 5.4 shall now read as follows:

Any parcel that straddles an imaginary line created by applying the static or dynamic rules in Section 5.2 or 5.3 shall be the City’s planning jurisdiction and the property shall be included in the extra territorial and the City’s planning jurisdiction and the property shall be included in the extra territorial jurisdiction and the City of Auburn and DeKalb County GIS map shall be adjusted to reflect such change if either of these statements are true:

1. The owner of the property has submitted a full and complete application to improve the property and has paid the applicable application fee; and the proposed structure (not the lot) is fully within the City’s jurisdiction.
2. The owner of the property has submitted a full and complete application to improve the property and has paid the applicable fee/ and 50% or more of the lot is fully within the City’s jurisdiction.

1ST READING _____
2ND READING _____


BE IT FURTHER ORDAINED that the remainder of the agreement is re-stated and re-adopted by the City of Auburn and this Ordinance be in full force and effect from and after publication in a newspaper of general circulation in DeKalb County, Indiana.

This Ordinance will be maintained by the Clerk-Treasurer of the City of Auburn, Indiana. The Ordinance will not be codified, nor will it be maintained within the City of Auburn, Indiana Municipal Code located at the City web-site at www.ci.auburn.in.us.

The Agreement between the City of Auburn and the County of Dekalb shall also be maintained by the City of Auburn and be made for public inspection and dissemination.

PASSED AND ADOPTED by the Common Council of the City of Auburn,

Indiana, this 16 day of January, 2024.



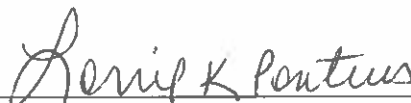
Council Member

ATTEST:



Clerk-Treasurer

Presented by me to the Mayor of the City of Auburn, Indiana, this 16th day of January, 2024.



Clerk-Treasurer

APPROVED AND SIGNED by me this 16th day of January, 2024.



Mayor

VOTING:

AYE

NAY

Natalie DeWitt



Rod Williams

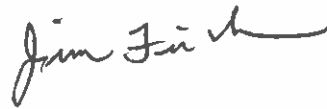
Dan Braun



Kevin Webb



Jim Finchum



Dave Bundy



Emily Prosser



1ST READING _____
2ND READING _____

Exhibit "A" INTERLOCAL AGREEMENT

Exhibit A

**INTER-LOCAL COOPERATION AGREEMENT BETWEEN
DEKALB COUNTY AND THE CITY OF AUBURN, 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 Auburn.
- WHEREAS, This Inter-Local Cooperation Agreement shall replace the Inter-Local Cooperation Agreement dated July 31, 2017 and effective September 1, 2017 as Document Number: 201704224

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

PART 1: DEFINITIONS

- Agreement: Shall mean the Inter-Local Cooperation Agreement between DeKalb County and the City of Auburn, Indiana regarding planning, zoning, subdivision control, permitting and enforcement jurisdiction.
- City: Shall mean the City of Auburn.
- 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 Auburn Plan Commission and adoption of a Zoning Map Amendment ordinance by the Auburn 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 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.
 - 3. Restrict filling of the floodplain that will result in an increase to the base flood elevation by fourteen-hundredths (0.14) of one foot or greater.
 - 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.

E. Airport Overlay

1. If the City's extra-territorial jurisdiction extends within five (5) nautical miles of the airport take-off and landing flight path of the DeKalb County airport, the City shall adopt the county's overlay district designed to protect this vital component of the regional and national transportation network.
2. The County reserves the right to revoke extra-territorial jurisdiction within five (5) nautical miles of the airport take-off and landing flight path of the airport if the City grants one or more waivers or variances allowing incompatible uses or structures into the airport protection areas, counter to FAA Advisory Circulars, terms of the DeKalb County Airport's Grant-In-Aid contracts, or best management practices.

PART 3: SUBDIVISION CONTROL

- Section 3.1** The City shall have authority and control over hearing of subdivisions of land over the unincorporated areas designed as described 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**
 - C. Sidewalk Standards: As per Exhibit C**
 - D. Cul-de-sac Standards: As per Exhibit D**
 - E. Addressing**
 - 1. The City and County shall coordinate the issuance of new addresses. Address numbers shall follow the County's address schema and be endorsed by County planning staff 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 Auburn 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 building code/permits compliance.
- 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, and special exceptions when applicable.
 - B. Utilizing the City's Plan Commission to hear and decide waiver requests, rezoning requests, and planned development requests.
- Section 4.5** Appeals shall include:
- A. Utilizing the City's Board of Zoning Appeals to hear administrative appeals.
- Section 4.6** 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 4.7** Enforcement shall NOT include:
- A. Any enforcement in the ETJ area that is enforced by the Public Nuisance Ordinance for DeKalb County

PART 5: EXTRA-TERRITORIAL JURISDICTION AREA DETERMINATION

- Section 5.1** When a development proposal or application meets the criteria listed below, the City shall have the planning authority and control determined by this Agreement. Extra-territorial jurisdiction shall be either static or dynamic. The static jurisdiction shall be documented on Exhibit A, Extra-territorial Jurisdiction Map, as amended. The dynamic jurisdiction shall be documented by policy and not illustrated on Exhibit A, Extra-territorial Jurisdiction Map.
- Section 5.2** Static jurisdiction shall be comprised of the following criteria. These criteria shall be directly translated to Exhibit A, Extra-territorial Jurisdiction Map, as amended.
- A. Wellhead protection areas:** The following methods for interpretation apply:
1. All areas within the one-year and five-year flow district as delineated by a certified wellhead protection area study shall be included in Exhibit A, Extra-territorial Jurisdiction Map, as amended.
- B. Projected growth areas:** The following methods for interpretation apply:
1. Through the use of formula, the estimated land area necessary to accommodate ten years of growth and development shall be included in Exhibit A, Extra-territorial Jurisdiction Map, as amended. The formula for calculating the projected growth areas shall be as follows:
 - a. The best available information shall be used to determine the projected growth rate for the municipality over the next ten years. If sufficient data is not available, the growth rate of 6.5% over ten years shall be used. This percentage is based on U.S. Census Bureau projections for DeKalb County. Use this percentage to calculate the projected population in ten years.
 - b. Determine the projected increase in population by subtracting the current population from the projected population.
 - c. Determine the average number of persons per acreage within the City's corporate limit.
 - d. Determine the amount of land necessary to accommodate ten years of projected growth. Do this by multiplying the projected increase in population by the average number of persons per acreage. This number is the acreage necessary to accommodate 10 years of growth and development in the City.
 2. The geographic placement of this area shall be determined by the City.
- C. Island areas:** The following methods for interpretation apply:
1. Any area that is fully surrounded by City jurisdiction (i.e. an island) as of the effective date of this Agreement shall be included in Exhibit A, Extra-territorial Jurisdiction Map, as amended.
- D. Immediate fringe areas:** The following methods for interpretation apply:
1. All areas within 300 feet of the City's corporate limit shall be included in Exhibit A, Extra-territorial Jurisdiction Map, as amended. However, upon mutual agreement between the City and County, this 300-foot area can be waived where existing conditions merit that it remain within the County's jurisdiction.
- E. Areas formerly considered dynamic:** Areas where water and sewer utility services have been established, but that are not yet incorporated into the City of Auburn.
- F. By owner's request:** The owner of a parcel may request a development be incorporated into the Extra-territorial jurisdiction. The development shall utilize both City water and sewer utility services. Both the City and the County shall approve the request.

- Section 5.3** Dynamic jurisdiction shall be comprised of the following policies.
- A. Sewer and water utility service availability:** The following methods for interpretation apply:
1. Any parcel utilizing City water and sewer service or if any portion of the parcel is within 300-feet of City water and sewer service may be considered the City's planning jurisdiction if each of the following statements is true.
 - a. The owner wishes to be served by City water and sanitary sewer.
 - b. The City's utility has documentation that indicates it has the capacity to serve the site/development; and either has the distribution system in place or has a plan to do so prior to occupancy of the improvement.
 2. As per State law, in no case shall ETJ be extended partially or fully beyond two-miles. If a parcel straddles the two-mile threshold, it shall be the County's planning jurisdiction.

- Section 5.4** Any parcel that straddles an imaginary line created by applying the static or dynamic rules in Section 5.2 or 5.3 shall be the City's planning jurisdiction and the property shall be included in the extra territorial jurisdiction and the City of Auburn and DeKalb County GIS map shall be adjusted to reflect such change if either of these statements are true:
1. The owner of the property has submitted a full and complete application to improve the property and has paid the applicable application fee; and the proposed structure (not the lot) is fully within the City's jurisdiction.
 2. The owner of the property has submitted a full and complete application to improve the property and has paid the applicable application fee; and 50% or more of the lot is fully within the City's jurisdiction.

- Section 5.5** The County reserves the right to increase, but not decrease, the static extra-territorial jurisdiction boundaries by amending the currently updated and recorded Exhibit A, Extra-territorial Jurisdiction Map, as amended, by vote of the County Commissioners at a normally scheduled County Commissioner meeting.

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 in 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 January 17, 2024. 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

1ST READING _____
2ND READING _____

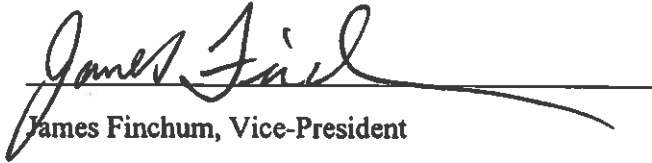
EFFECTIVE DATE OF AGREEMENT: January 17, 2024

The City of Auburn Plan Commission has recommended **APPROVAL** DENIAL of this agreement to the City of Auburn Common Council on this 12th day of December, 2023 by a vote of:

11 in favor and 0 opposed.




Don Myers, President




James Finchum, Vice-President

PASSED AND ADOPTED by the Common Council of the City of Auburn, Indiana, this 16th day of January, 2024.


James Finchum, Council Member


ATTEST:


Lorrie K. Pontius, Clerk-Treasurer

Presented by me to the Mayor of the City of Auburn, Indiana, this 16th day of January, 2024.


Lorrie K. Pontius, Clerk-Treasurer

APPROVED AND SIGNED by me this 16th day of January, 2024.


David Clark, Mayor

EFFECTIVE DATE OF AGREEMENT: JANUARY 17, 2024

The DeKalb County Plan Commission has recommended APPROVAL/DENIAL of this agreement to the DeKalb County Commissioners on this 20th day of December 2023 by a vote of:

7 in favor and 0 opposed.



Jason Carnahan, President



Frank Pulver, Vice-President

AND NOW IS *DULY PASSED, ORDAINED AND ADOPTED* on this 8th day of JANUARY, 2024, by the County Commissioners of DeKalb County, Indiana.



William L. Hartman, President



Michael V. Watson, Vice President



Todd R. Sanderson, 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	<ul style="list-style-type: none"> • 12 foot lanes • On-street parking in urban areas optional 	<ul style="list-style-type: none"> • Class I: 105 feet • Class II: 120 feet 	<ul style="list-style-type: none"> • 12 inches total aggregate • 8 inches of #1 or #2 • 4 inches of #53 or #73 	<ul style="list-style-type: none"> • 4 inches of intermediate • 2 inches of finish 	<ul style="list-style-type: none"> • 6 inches total aggregate • #53 of #73 	<ul style="list-style-type: none"> • 8 inches of concrete
Minor Arterial	<ul style="list-style-type: none"> • 12 foot lanes • On-street parking in urban areas optional 	<ul style="list-style-type: none"> • 100 feet 	<ul style="list-style-type: none"> • 12 inches total aggregate • 8 inches of #1 or #2 • 4 inches of #53 or #73 	<ul style="list-style-type: none"> • 4 inches of intermediate • 2 inches of finish 	<ul style="list-style-type: none"> • 6 inches total aggregate • #53 of #73 	<ul style="list-style-type: none"> • 8 inches of concrete
Collector Street	<ul style="list-style-type: none"> • 11 foot lanes • 8 foot on-street parking lane optional 	<ul style="list-style-type: none"> • 80 feet 	<ul style="list-style-type: none"> • 12 inches total aggregate • 8 inches of #1 or #2 • 4 inches of #53 	<ul style="list-style-type: none"> • 4 inches of intermediate • 2 inches of finish 	<ul style="list-style-type: none"> • 6 inches total aggregate • #53 of #73 	<ul style="list-style-type: none"> • 7 inches of concrete
Local Street	<ul style="list-style-type: none"> • Minimum 32 feet back of curb to back of curb • Parking permitted 	<ul style="list-style-type: none"> • 60 feet 	<ul style="list-style-type: none"> • 12 inches total aggregate • 8 inches of #1 • 4 inches of #53 	<ul style="list-style-type: none"> • 4 inches of intermediate • 2 inches of finish 	<ul style="list-style-type: none"> • 6 inches total aggregate • #53 of #73 	<ul style="list-style-type: none"> • 6 inches of concrete

Exhibit C

	Required	Minimum Width	Minimum Thickness	Joint Spacing	Location
Sidewalks	<ul style="list-style-type: none"> • Required in all subdivisions • Both sides of internal streets 	<ul style="list-style-type: none"> • 5 feet for internal streets • 6 feet along perimeter streets • 8 feet if along a proposed trail route 	<ul style="list-style-type: none"> • 4 inches • 6 inches at driveways 	<ul style="list-style-type: none"> • 5 feet maximum 	<ul style="list-style-type: none"> • 1 foot from right-of-way line

Exhibit D

	Minimum Pavement Radius	Minimum Right-of-Way	Length
Cul-de-sacs	<ul style="list-style-type: none"> • 45 foot • Street width minimum of 32 feet 	<ul style="list-style-type: none"> • 60 feet 	<ul style="list-style-type: none"> • Residential: 20 lots maximum 140 feet minimum length 600 feet maximum length • Commercial: 140 feet minimum length 600 feet maximum length