

RESOLUTION NO. 4-26

COMMON COUNCIL OF THE CITY OF MUNCIE, INDIANA
RESOLUTION APPROVING INTERLOCAL AGREEMENT FOR THE
HOUSING AND OPERATING OF A MUNICIPAL DRONE BASE

WHEREAS, the City of Muncie, Indiana (the “City”) operates the Muncie Police Department to serve as law enforcement within the corporate limits for the City of Muncie; and

WHEREAS, the City would like to use the County Building (located at 100 W. Main Street) as a central location for the purpose of housing and operating a municipal drone base for City of Muncie governmental functions; and

WHEREAS, the exact location and specifications of the municipal drone base shall be agreed upon by the City and the Delaware County Board of Commissioners (the “Board”); and

WHEREAS, the Board agrees house the drone base upon its property and the City agrees to provide operational support pursuant to the terms of this interlocal agreement, as authorized by Indiana Code 36-1-7 et. seq.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF MUNCIE, INDIANA AS FOLLOWS:

SECTION 1. The City Council for the City of Muncie, Indiana hereby approves the Interlocal Agreement, attached hereto as Exhibit A.

SECTION 2. This Resolution shall be in full force and effect from the date of its adoption by the City Council for the City of Muncie, Indiana.

Passed by the Common Council of the City of Muncie, Indiana, this ____ day of March, 2026.

| | Yeas | Nays | Abstained | Absent |
|----------------------|-------|-------|-----------|--------|
| Jeff Green | _____ | _____ | _____ | _____ |
| Nora Powell | _____ | _____ | _____ | _____ |
| Brandon Garrett | _____ | _____ | _____ | _____ |
| Sara Gullion | _____ | _____ | _____ | _____ |
| Jerry D. Dishman | _____ | _____ | _____ | _____ |
| Harold Mason Jr. | _____ | _____ | _____ | _____ |
| Dale Basham | _____ | _____ | _____ | _____ |
| Ro Selvey | _____ | _____ | _____ | _____ |
| William McIntosh Sr. | _____ | _____ | _____ | _____ |

President
City Council, City of Muncie

Presented by me to the Mayor for his approval, this ____ day of March, 2026.

Belinda Munson, City Clerk

The above Resolution is approved/ vetoed by me this ____ day of February, 2026.

Dan Ridenour, Mayor

ATTEST:

Belinda Muncie, City Clerk

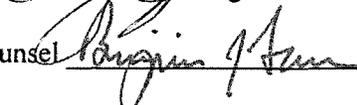
This Resolution is proposed by Council Member



This Resolution is approved in form by Controller



This Resolution is approved in form by Legal Counsel



INTERLOCAL AGREEMENT

This Interlocal Agreement (hereinafter referred to as "Agreement") is entered into by and between the Delaware County Board of Commissioners (the "County"), an Indiana political subdivision and the City of Muncie, Indiana (the "City"), an Indiana political subdivision, (known collectively as the "Parties") on this ____ day of _____, 2026.

WHEREAS, the City operates the Muncie Police Department to serve as law enforcement within the corporate limits for the City of Muncie; and

WHEREAS, the County is the owner of the County Building located at 100 W. Main Street in Muncie (the "Property"); and

WHEREAS, the City would like to use the Property as a central location for the purpose of housing and operating a municipal drone base for City of Muncie governmental functions; and

WHEREAS, the County finds that allowing limited use of Property roof may serve a public purpose provided the County's property, financial interests, roof integrity, and legal exposure are fully protected; and

WHEREAS, the exact location and specifications of the municipal drone base shall be agreed upon by the City and the County and memorialized as an Addendum to this Interlocal Agreement; and

WHEREAS, the County agrees to house the drone base upon its property and the City agrees to provide operational support pursuant to the terms of this Interlocal Agreement, as authorized by Indiana Code 36-1-7 et. seq; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. Purpose: The Purpose of this Agreement is to set forth the rights and responsibilities of the Parties in the housing and operating of a municipal drone base for the City governmental functions. This Agreement shall create a revocable license only and shall not convey any leasehold, easement, or other property interest.

Scope: The drone base shall be located at the County Building at 100 W. Main Street, Muncie. The exact location of the drone base shall be determined by the Parties following this Agreement and memorialized by an Addendum hereto. The Parties shall determine the designated zone and appropriated roof area for the housing of the drone base. Expansion, relocation, or a change in usage for the drone base shall be prohibited, notwithstanding the written approval by the County. Full cost of the project shall be paid by the City. The City shall bear one hundred percent (100%) of

all costs related to the drone base, including installation, operation, maintenance, insurance, inspections, removal, and restoration. The County shall have no financial obligation.

2. Mounting and Structural Requirements: The drone base shall require a ballasted mounting system only. The mounting system shall be approved in advance by the County. The mounting system shall meet or exceed the requirements of the Indiana Building Code and industry-standard wind-load requirements. The drone base shall be of a kind and variety suitable for flat roof installation. Roof surface penetration, membrane compression, and damage to the flat roof at the drone base installation site shall be prohibited. Under no circumstances shall any portion of the drone base or related equipment penetrate, drill into, fasten to, or otherwise mechanically attach to the roof or roof membrane of the County Building

3. Design Review and Third Party Inspection. The County shall retain the right to review and approve all proposed mounting designs and may require the submission of stamped engineering drawings relating to any drone base modifications. At the City's expense, the County shall be permitted to retain third-party structural review of said modifications to the drone base.

4. Utilities and Electrical Power. The City shall be responsible for all costs associated with the installation of electrical components for the drone base, including all costs arising from its design, required permitting, labor expenditures, material purchasing, metering, and ongoing utility costs associated with the drone base. The City shall also be responsible for all continuing costs relating to the metering and usage of electrical power for the drone base relating to its ordinary operation. The County reserves the right to require an electrical sub-meter or other separate reimbursement mechanism to be included with the installation of the drone base.

5. Capital and Continuing Costs. The County is not obligated to provide capital for the establishment of the drone base. The County shall not be obliged to cover ongoing maintenance or operational costs. All requirements for obtaining capital and covering maintenance or operational costs are to be placed upon the City following its assent to this Agreement.

6. Insurance, Waiver of Subrogation. The City shall be responsible for maintaining certain insurance policies relating to the drone base. The City will provide the County with proof of coverage relating the following insurance policies:
 - a. Commercial General Liability
 - b. Aviation and Unmanned Aerial Vehicle (UAV) Liability
 - c. Property Damage Liability

d. Workers' Compensation

Said policies held by the City shall name the County as an additional insured party. The City shall complete a waiver of subrogation in favor of the County.

7. Indemnification. The City shall indemnify, hold harmless, and defend the County, its commissioners, employees, and agents (together the "Indemnitees") against all actual and threatened claims, investigations, proceedings, and suits arising from the installation, operation, and maintenance of the drone base. The City shall pay all the Indemnitees' damages, losses, liabilities, judgements, penalties, costs, expenses, and reasonable attorney's fees. The City's indemnification of the Indemnitees shall specifically include coverage of the following:
- a. All property damage, including roof membrane failure.
 - b. Personal injury of death.
 - c. Drone malfunction or crash.
 - d. Regulatory violations.
 - e. Any third party claims arising from the installation, modification, and operation of the drone base.

The City's indemnification obligation will remain in effect for the duration of this Agreement and shall survive termination of this Agreement for a period of five years.

8. Maintenance and Inspection. The City shall be responsible for the maintenance of the drone base, its mounting system, and all electrical components utilized in the operation of the drone base. The County shall retain the right to inspect the drone base and require corrective action by the City throughout the duration of this Agreement.
9. Limited Access. Access to the drone base shall be limited only to authorized City personnel, following prior notice to the County. Advanced notice shall be required except in emergency situations.
10. Acknowledgement of Roof Warranty; Roof Damages. The City acknowledges an active manufacturer's warranty held by the County as to the Delaware County Building's roof. The City expressly warrants that its installation, operation, and restoration of the drone base shall not void or impair the County's roof warranty. The City shall bear the costs of all required manufacturer inspections to the roof until the termination of this Agreement. In the event of damage to the roof, the County shall select all contractors for the completion of repairs.
11. Regulatory Compliance. The City shall be responsible for complying with all local, state, and federal regulatory requirements in its operation of the drone base. The City

shall comply with all rules and regulations set forth by the Federal Aviation Administration pertaining to its operation of UAVs, including all registration and licensing requirements.

12. Privacy and Surveillance. The City shall remain compliant with all applicable privacy and surveillance laws. Operation of the drone base shall not exceed the scope necessary for law enforcement purposes, as identified by this Agreement and as is permitted by law. The County expressly disclaims responsibility for the City's collection or storage of data, its conducting of surveillance activity, and its operation of the drone base for law enforcement purposes.
13. Term; Extension. This Agreement shall begin on March ____, 2026 (the "Effective Date") and shall extend for a term of five (5) years, terminating on March ____, 2031 (the "Termination Date"). This Agreement may be extended beyond the Termination Date only by mutual consent of the Parties through the adoption of a written agreement detailing the terms of the extension. Notwithstanding anything in this paragraph to the contrary, the County may terminate this Agreement upon its determination of non-compliance, safety or roof integrity concerns. The City's noncompliance with the provisions of this Agreement shall permit the County to terminate this Agreement.
14. Effect of Termination. Upon the termination of this Agreement, the City shall be required to remove all equipment relating to the drone base. The City shall be responsible for the restoration of the roof and the electrical system to their original condition. Upon the removal of the drone base, the County shall provide written confirmation of the site's condition. Notwithstanding Section 9 of this Agreement, the City shall be released from its ongoing obligations upon receipt of the written confirmation.
15. Anti-Assignment. Neither party shall assign, voluntarily or involuntarily, its rights under this Agreement, whether by contract, merger, consolidation, dissolution, by operation of law, or other means to any third party. Violation of this paragraph may constitute the termination of the Agreement. Notwithstanding the terms of this provision, the City's hiring of construction subcontractors shall be permitted upon receipt of written approval from the County. The City shall receive a revocable license to install and operate the drone base and shall not establish a leasehold, easement, possessory right, or other property interest as to any of the County's property.

IN WITNESS OF THE ABOVE, the undersigned have set their hands and seals as of the _____
of March, 2026.

Mayor, City of Muncie

Delaware County Commissioner

President, Muncie City Council

Delaware County Commissioner

Delaware County Council President

Delaware County Commissioner