

BOARD OF SANITARY COMMISSIONERS

MUNCIE SANITARY DISTRICT

RESOLUTION NO. 2025- 15

**RESOLUTION APPROVING AN INTERLOCAL COOPERATION
AGREEMENT WITH THE CITY OF MUNCIE, INDIANA**

WHEREAS, the Board of Sanitary Commissioners, as the governing body of the Muncie Sanitary District (the “District”), has determined that it is in the best interest of the District to enter into an interlocal cooperation agreement with the City of Muncie, Indiana (the “City”), by and through its Board of Public Works, pursuant to Ind. Code § 36-1-7-1 *et seq.*, to allow the District to provide solid waste and sanitation services to the City for all of the City’s parks, including pocket parks, overlooks, and related facilities; and

WHEREAS, the Board of Sanitary Commissioners now desires to enter into the interlocal cooperation agreement with the City, a copy of which is attached hereto as Exhibit A, pursuant to the provisions of Ind. Code § 36-1-7-1 *et seq.*, according to the terms stated herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Sanitary Commissioners of the Muncie Sanitary District, Delaware County, State of Indiana, that:

1. The Interlocal Cooperation Agreement attached hereto as Exhibit A is hereby approved by the Muncie Sanitary District Board of Sanitary Commissioners.
2. The President of the Board of Sanitary Commissioners and the District Administrator are hereby authorized to execute the Interlocal Cooperation Agreement in substantially the same form as that attached hereto as Exhibit A on behalf of the District upon receipt of a substantially identical resolution adopted by the Board of Public Works for the City.
3. Except as expressly stated herein, all other resolutions or parts thereof not in conflict with the provisions herein shall not be affected by the adoption of this Resolution.
4. This Resolution shall be in full force and effect upon its adoption and publication as required by law.

The foregoing Resolution is hereby approved by the Board of Sanitary Commissioners of the Muncie Sanitary District on this, the 24 day of November 2025.

**MUNCIE SANITARY DISTRICT
BOARD OF SANITARY COMMISSIONERS**

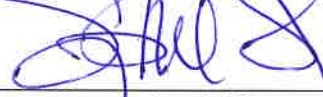


Adam Leach, President

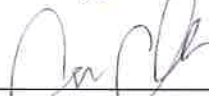
Tim Overton, Vice-President



David Smith, Secretary



Steve Selvey, Board Member



Aaron Clark, Board Member

Exhibit A

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into this ____ day of _____, 2025, by and among the City of Muncie, Indiana ("City"), by and through its Board of Public Works, and the Muncie Sanitary District ("MSD"), by and through its Board of Sanitary Commissioners.

WITNESSETH:

WHEREAS, the MSD is a political subdivision, established by Ind. Code § 36-9-25-1 *et seq.*, and is governed by a Board of Sanitary Commissioners ("Board"), which provides, among other things, solid waste and sanitation services; and

WHEREAS, pursuant to Ind. Code § 36-9-6-2, the City's Board of Public Works is charged with keeping and supervising all public grounds and other property of the City; and

WHEREAS, Ind. Code § 36-1-7-2 allows a power that may be exercised by one political subdivision to be exercised by another political subdivision upon the approval of a written agreement between the political subdivisions; and

WHEREAS, in recognition of the value of the solid waste and sanitation services provided by the MSD, the parties now desire to enter into this Agreement pursuant to Ind. Code § 36-1-7-2 to allow the MSD to provide such services to the City for all of the City's parks, including pocket parks, overlooks, and related facilities.

NOW, THEREFORE, pursuant to Ind. Code § 36-1-7-1, *et seq.*, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the parties do hereby agree as follows:

1. DURATION.

- a. This Agreement shall remain in effect until December 31, 2029 ("Term"), unless earlier terminated by the parties are provided herein.

- b. This Agreement shall automatically renew for additional one (1) year terms following the expiration of the then-current Term unless, at least thirty (30) days prior to the expiration of the then-current Term, either party provides written notice to the other party of its intention to not renew this Agreement.

2. PURPOSE.

- a. The purpose of this Agreement is to allow the MSD to provide solid waste and sanitation services to the City for all of the City's parks, including pocket parks, overlooks, and related facilities.

3. FINANCIAL CONSIDERATION.

- a. In exchange for the MSD's provision of the solid waste and sanitation services described herein, the Board of Works shall transfer the 2020 Leach-Packer 10.5 Yard Garbage Truck currently used by the City's Parks Department (the "Truck") to the MSD for the sole use of the MSD, as determined by the MSD Board of Sanitary Commissioners.
 - i. The MSD shall have the right to fully and thoroughly inspect the Truck prior to its acceptance by the MSD and, in the event the Truck is not suitable for the use anticipated by the MSD, the MSD shall have the right to immediately terminate this Agreement.
 - ii. Upon the acceptance of the Truck by the MSD, the MSD hereby agrees to retain ownership of the truck for a period of not less than five (5) years from the date of this Agreement unless the Truck is damaged beyond repair or otherwise becomes inoperable.
- b. Upon approval of this Agreement, the MSD shall no longer be obligated to pay any solid waste and/or sanitation related expenses relating to the City's parks described herein. Provided, however, the MSD will continue to provide financial support to the City's Parks Department in the amount of up to \$52,000.00 per year to assist exclusively with the removal and disposal of brush and trees from the City's parks.

4. CITY'S DUTIES AND OBLIGATIONS.

- a. Upon approval of this Agreement, the City shall do the following:
 - i. Within thirty (30) days following the effective date of this Agreement, provide the MSD with a full inventory of all City parks, including pocket parks and overlooks, for which the solid waste and sanitation services described herein are to be provided.
 - ii. Provide the MSD with an assessment of the solid waste and sanitation needs for each park listed in the inventory described above, including the proposed collection schedules, receptacle requirements, and recycling capabilities for each park.
- b. The obligations described herein shall be in addition to all other obligations set forth in this Agreement.

5. MSD'S DUTIES AND OBLIGATIONS.

- a. Upon approval of this Agreement, the MSD shall do the following:
 - i. Provided solid waste and sanitation services to each of the City's parks included on the park inventory described in Section 4.a.i., above, according to the needs assessment described in Section 4.a.ii., above.
 - ii. Provide and deliver to each park garbage receptacles, which shall be adequate in number and size, necessary to carry out the MSD's duties described herein. The garbage receptacles described herein may include garbage totes, recycling totes, dumpsters, or the like, and the number, size, and type for each park shall be determined by the MSD upon the recommendation of the City's Parks Department.
- b. Unless otherwise agreed to by the parties, the MSD shall not be obligated to provide any solid waste or sanitation services for the City's "Prairie Creek Reservoir" park facilities.

- c. The obligations described herein shall be in addition to all other obligations set forth in this Agreement.
6. TERMINATION. This Agreement may be terminated prior to the expiration of the then-current Term only upon the written approval of both parties and, upon the early termination of this Agreement, the MSD shall have no obligation to provide any additional services described herein following the date on which the termination is effective.
7. EFFECTIVE DATE. This Agreement shall not be effective until both parties adopt substantially similar resolutions approving the Agreement, it is fully executed by the parties, and the Agreement is recorded with the Delaware County Recorder as required by Ind. Code § 36-1-7-6.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

MUNCIE SANITARY DISTRICT

By: 
Adam Leach, President

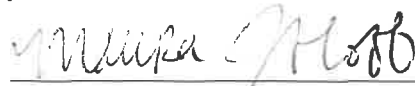
*CITY OF MUNCIE
BOARD OF PUBLIC WORKS*

By: _____
Ted Baker, President

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.

This instrument prepared by
and please return original to:

DEFUR VORAN LLP
Joseph I. Rhettts
400 South Walnut Street
Suite 200
Muncie, Indiana 47305



JOSEPH I. RHETTTS #32733-24

ATTORNEY AT LAW Maura J. Hoff

Atty # 25475-49-A