

RESOLUTION NO. 01-2026

**A RESOLUTION APPROVING THE EXCHANGE OF PROPERTY BETWEEN
GOVERNMENTAL ENTITIES UNDER INDIANA CODE 5-22-22-10 AND 36-1-11-8**

WHEREAS, pursuant to Indiana Code (“IC”) 5-22-22-10 and IC 36-1-11-8 (collectively, the “Statutes”), Clark County, Indiana (“Clark”) may exchange property with another governmental body upon agreed terms and conditions as evidenced by the adoption of substantially identical resolutions by each entity; and

WHEREAS, a transfer of property between governmental bodies under the Statutes may be made for any amount of property or cash as agreed upon by the governmental bodies; and

WHEREAS, pursuant to the Statutes, Owen County, Indiana (“Owen”), is willing and has determined that it is now in its best interests to exchange its surplus Paver Vehicle (Product ID: CATAP555CAP500253) (the “Paver”) with Clark for Two Hundred Thousand Dollars (\$200,000); and

WHEREAS, pursuant to the Statutes, Clark has determined that it is now in the best interests of the County to accept Owen’s surplus Paver, in exchange for Clark arranging for the transportation of the Paver from its location in Owen, and for Two Hundred Thousand Dollars (\$200,000).

NOW, THEREFORE, BE IT RESOLVED by Clark County, as follows:

Section 1. The foregoing Recitals are incorporated herein by this reference.

Section 2. The terms of the exchange shall be controlled by the following:

- (a) At the time of exchange mutually agreed to by Clark and Owen, Owen will provide the Paver, an invoice for Two Hundred Thousand Dollars (\$200,000.00), and original copies of the clear title to the Paver.
- (b) Clark is responsible for transportation of the Paver from its current location in Owen.
- (c) Upon the exchange of the Paver, Clark agrees to assume all liabilities associated with the Paver. This includes, but is not limited to, any damage or obligations arising from the use, ownership, or operation of the Paver. Owen shall be released from any such liabilities as of the date and time of the exchange.

- (d) The Paver is transferred “as is” and “with all faults.” Clark and Owen acknowledge that Owen or its agents, employees, officers, or representatives have made no representations regarding the quality, condition, or safety of the Paver. Owen expressly disclaims all warranties, express or implied, including but not limited to, the warranty of merchantability or fitness for any particular purpose. Clark and Owen acknowledge, accept, and approve this disclaimer.
- (e) Owen warrants that it is the sole owner of the Paver and that the Paver is free and clear from all liens and encumbrances.
- (f) Clark shall pay Owen within thirty-five (35) days after the date of Clark’s receipt of Owen’s invoice.
- (g) Owen shall adopt a resolution substantially identical to this Resolution and the passing of said resolution and this Resolution shall effectuate the agreement between the parties.

Section 3.

- (a) Clark hereby designate David Jones, Superintendent of the Clark County Highway Department, as its agent for purposes of completing the exchange under this Resolution. Clark shall authorize Superintendent Jones to execute all documents required in connection with the exchange of the Paver pursuant to the terms of this Resolution and to take all other lawful actions necessary to complete the exchange of the Paver.
- (b) Owen shall designates Chad Walker, Superintendent of the Owen County Highway Department, as its agent for purposes of completing the exchange under this Resolution. Mr. Walker is hereby authorized to execute all documents required in connection with the exchange of the Paver pursuant to the terms of this Resolution and to take all other lawful actions necessary to complete the exchange of the Paver.

[SIGNATURE PAGE TO FOLLOW]

ALL OF WHICH IS ADOPTED BY THE CLARK COUNTY COMMISSIONERS, CLARK COUNTY, INDIANA this 26th day of February 2026.

Members voting "YES":



Bryan Glover, Commissioner



Jack Coffman, Commissioner



David Decker, Commissioner

Members voting "NO":

Bryan Glover, Commissioner

Jack Coffman, Commissioner

David Decker, Commissioner

Attested by:



Danny Yost, Clark County Auditor