

**RESOLUTION 2025-01-21-001**

WHEREAS, Wayne Lakes is currently without a zoning inspector;  
WHEREAS, Wayne Lakes needs a zoning inspector;

NOW THEREFORE, BE IT RESOLVED, by the council of Wayne Lakes, Darke County, Ohio,  
appointed thereto incurring:

SECTION ONE: That the Board of County Commissioners of Darke County, Ohio, enter into an agreement with the Village of Wayne Lakes. See attached signed document.  
SECTION TWO: The Village of Wayne Lakes agrees to compensate per signed agreement the consideration for the services provided hereunder for so long as this Agreement remains in effect.

SECTION THREE: All fees and costs incurred by the County respecting the administration and enforcement of the powers conferred herein shall be borne by County expecting that Village within 30 days upon proper invoicing therefore shall reimburse County for all required advertising/legal notice publication expenses or Village shall pay directly per Agreement.

SECTION FOUR: This resolution is hereby declared to be an emergency measure necessary for immediate preservation of public peace, health and safety.  
PASSED this 23<sup>rd</sup> day of January \_\_\_\_\_, 2025.

Approved As to Form:

Shawn Clark  
Mayor

John W. Hester  
Fiscal officer

Mr. Hyatt  
President of Council

**AGREEMENT RESPECTING DELEGATION OF POWERS AND TO PROVIDE  
ZONING INSPECTOR SERVICES**

This agreement is made and concluded this 7th day of January, 2025, by and between the Board of County Commissioners of Darke County, Ohio, hereinafter "COUNTY", and the Village of Wayne Lakes, Darke County, Ohio, hereinafter "VILLAGE".

WHEREAS, pursuant to Section 307.15 of the Ohio Revised Code, Boards of County Commissioners and Municipal Corporations are authorized to enter into agreements whereby the Board of County Commissioners undertakes, and is authorized by a Municipal Corporation, to exercise any power, perform any function, or render any service, on behalf of the Municipal Corporation or its Legislative Authority which the Municipal Corporation or its Legislative Authority may exercise, perform, or render;

and,  
WHEREAS, upon the execution of such agreement, and within the limitations prescribed by it, the Board of County Commissioners may exercise the same powers as the Municipal Corporation possesses with respect to the performance of any function or the rendering of any service, which, by such agreement, the Board of County Commissioners undertakes to perform or render, and all powers necessary or incidental thereto, as amply as such powers are possessed and exercised by the Municipal Corporation directly; and,

WHEREAS, the Board of County Commissioners of Darke County, Ohio, and the undersigned Village of Wayne Lakes desire to, and do hereby, enter into such an agreement.

NOW, THEREFORE, WITNESSETH:

1. To the full extent authorized by Section 307.15 of the Ohio Revised Code, and within the limitations thereof, the VILLAGE hereby grants unto the COUNTY full authority to do all things necessary to act for and on behalf of the VILLAGE in regards to the administration and enforcement of the powers presently possessed by the VILLAGE under the laws of the State of Ohio to provide the services of a Village Zoning Inspector and/or Zoning Clerk to accept, review and record zoning applications; and to perform necessary inspections and other enforcement activities relative to the zoning resolution as adopted by the undersigned Village to the full extent authorized by Chapter 713 of the Ohio Revised Code.
2. All records and personnel necessary for the administration and enforcement of the powers conferred herein shall be supplied and be the responsibility of the COUNTY. However, this agreement does not apply to any proceedings before a Board of Zoning Appeals, Village Zoning Commission or actions of the Legislative Authority of the Village regarding zoning excepting where the presence of the Village Zoning Inspector is required.
3. All fees and costs incurred by the COUNTY respecting the administration and enforcement of the powers conferred herein shall be borne by COUNTY excepting that VILLAGE, within thirty (30) days upon proper invoicing thereof, shall reimburse COUNTY for all required advertising/legal notice publication expenses or VILLAGE shall pay for such directly.
4. VILLAGE shall supply COUNTY with a sufficient number of texts and maps of said resolution and a copy of its current fee schedule such that COUNTY may perform its obligations hereunder.
5. County shall collect all fees from zoning applicants and, no less than monthly, shall forward same to VILLAGE.
6. VILLAGE agrees to pay COUNTY the sum of One Hundred Dollars (\$100.00) per month as consideration for the services provided hereunder, for so long as this Agreement remains in effect.

7. The VILLAGE agrees to defend, indemnify, and hold the County, its agents, employees, and officials harmless as to all claims and causes of action related to the County's authority to administer and enforce the powers conferred herein; however, this section does not impose any duty to defend or indemnify the County, its agents, employees, and officials against claims arising as a result of the implementation of such authority.

8. The delegations of powers as granted hereby shall not be exclusive to the COUNTY, and the VILLAGE retains all rights to exercise same.

9. The parties hereby agree that there is no employer-employee relationship created between the VILLAGE and the COUNTY or any of its officials, employees, or agents performing work or services pursuant to this contract. The COUNTY, its officials, employees, or agents shall have the status of independent contractor of the VILLAGE and, as such, shall not be entitled to any benefits accorded employees of the VILLAGE except as may be expressly set forth in this agreement.

10. If any section, sub-section, sentence, clause, phrase or portion of this agreement shall for any reason be held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

11. This agreement shall continue and be in full force and effect until terminated by the act of either of the parties hereto, termination to be effected by the giving of written notice to the other party, to be effective no less than ninety (90) days following receipt of said notice.

WHEREBY, the parties hereto have duly executed this instrument in duplicate, this 7th day of January, 2025.

**BOARD OF COMMISSIONERS,  
DARKE COUNTY, OHIO**

By Matthew W. Aulman, Commissioner  
By Matthew W. Aulman, Commissioner  
By Matthew W. Aulman, Commissioner  
By Matthew W. Aulman, Commissioner  
By Matthew W. Aulman, Commissioner  
By Matthew W. Aulman, Commissioner

Approved to Form:

(See Attached)  
Darke County Assistant Prosecuting Attorney

**VILLAGE OF WAYNE LAKES  
DARKE COUNTY, OHIO**

By Steve Clark, Mayor  
By Steve Clark, Mayor  
By Steve Clark, Mayor  
By Steve Clark, Mayor  
By Steve Clark, Mayor  
By Steve Clark, Mayor

**RESOLUTION (R-4-2025)**

**IN THE MATTER OF DELEGATION OF POWERS AND TO PROVIDE ZONING INSPECTOR**

**SERVICES (Village of Wayne Lakes)**

**WHEREAS**, The Board of Darke County Commissioners, hereinafter referred to as "COUNTY", of the Agreement Respecting Delegation of Powers and to Provide Zoning Inspector Services, contacted the Prosecuting Attorney for approval of and as to form of said Agreement between the "COUNTY" and the Village of Wayne Lakes, Darke County, Ohio; and

**WHEREAS**, the Darke County Prosecuting Attorney advised the "COUNTY" of approval of said Agreement as to form;

**NOW, THEREFORE, BE IT RESOLVED BY THE "COUNTY"**, we

**HEREBY**, approve the signing of this said Agreement;

Mr. \_\_\_\_\_ moved the passage of this resolution, seconded by Mr. \_\_\_\_\_

and all voted as follows:

\_\_\_\_\_ **YEA**  
\_\_\_\_\_ **YEA**  
\_\_\_\_\_ **YEA**

Board of Darke County Commissioners

Karen Avore  
Assistant Clerk/Secretary

Dated: January 7, 2025

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