

**PROFESSIONAL SERVICES AGREEMENT
FOR
LEGACY 5 DEVELOPMENT COMPANY, LLC**

This agreement, entered into this 6th day February , 2025 by and between Legacy 5 Development Company, LLC, hereinafter referred to as “Legacy 5” and the Village of Bolivar, hereinafter referred to as “the Village,” and

WHEREAS the Village has adopted an ordinance enacting a zoning code under Chapter 713 of the State of Ohio Revised Code, as amended, governing the incorporated portions of the Village of Bolivar, Tuscarawas County, Ohio;; and

WHEREAS, the Village is desirous of promoting and protecting the public health, safety, convenience, comfort, prosperity, and general welfare of the inhabitants of the Village of Bolivar by protecting and conserving the character and social and economic stability of the residential, commercial, industrial and other use areas of the Village of Bolivar; and

WHEREAS, the Village is desirous of obtaining certain professional services for the purpose of administering, enacting, enforcing, and assisting in ensuring compliance with the Zoning Ordinance of the Village of Bolivar and to serve as the Villages Zoning Administrator and Zoning Inspector; and

WHEREAS, Legacy 5 has acquired and developed considerable experience and knowledge concerning administration, enactment, enforcement, and compliance with zoning regulations which the Village desires to have made available to them; and

WHEREAS, the Village does and hereby agrees to enter into such a contract with the Legacy 5 for the period of January 1, 2025 through December 31, 2025 to perform the work and administrative procedures as described in the Scope of Services,

NOW, THEREFORE, in consideration of the provisions hereinabove and hereinafter contained it is mutually agreed as follows:

1. Scope of Services

Legacy 5 shall be responsible for administering, enacting, enforcing, and assisting in ensuring compliance with the Zoning Ordinance of the Village of Bolivar. For the purpose of this agreement, Legacy 5 shall have the following duties:

- a. When a violation of the Zoning Ordinance is believed to have occurred or is occurring, Legacy 5 shall issue a notice of said alleged violation on behalf of the Village.
- b. Order discontinuances of illegal uses of land, buildings or structures;
- c. Order removal of illegal buildings or structures or illegal additions or structural alterations;
- d. Order discontinuance of any illegal work being done;
- e. Review all applications submitted for a zoning permit;

- f. Issue a zoning permit if the application and subsequent work is in conformance with the provision of the Zoning Ordinance.
- g. Keep permanent records of all transactions, applications and permits issued or denied;
- h. Maintain an up-to-date copy of the Zoning Map and text with the necessary information as to the date and nature of changes made in the original Zoning Ordinance;
- i. Establish and maintain a complete and accurate record of all lawfully existing nonconforming uses in the community;
- j. Make such inspections as are necessary to carry out the enforcement of the Zoning Ordinance.
- k. Advise Village Officials as necessary or requested.
- l. All other administrative duties associated with the administration and enforcement of the Zoning Ordinance.

2. Term

The term of this agreement shall commence on 1/1/2025 and terminate on 12/31/2025 unless cancelled in writing by either party upon sixty days' notice. The term can also be extended by mutual agreement of the parties in writing.

3. Compensation

Legacy 5 shall be paid at the rate of \$100.00 per hour for all services. An itemized statement of hours worked to the nearest half-hour shall be provided by Legacy 5 and shall document all hours worked. Legacy 5 will provide this statement at least monthly. The Village shall issue payment within thirty (30) days of the request.

4. Compliance with Laws and Regulations

In the performance of service under this Agreement, Legacy 5 and the Village shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Ohio, and Tuscarawas County, which are applicable to the performance of services under this Agreement.

5. Reports and Information

At such times, and in such form as The Village may require, Legacy 5 shall furnish reports as may be requested pertaining to the work or services undertaken pursuant to this Agreement. All financial and administrative records shall be officially retained by the Village.

6. Independent Contractor

Legacy 5 acknowledges and agrees that they are an independent contractor and is not an employee of the Village. Neither party has the right or authority to bind the other party through its actions or any other contracts or communications. Legacy 5 agrees that they

are responsible for all federal, state and local tax liabilities and further agrees to indemnify and hold harmless the Village to the extent of any obligations imposed on Legacy 5 to pay any withholding taxes, social security, unemployment or disability insurance or similar items including any interest and penalties thereon, with respect to any payments made to Legacy 5 hereunder.

7. Confidential Information

“Confidential Information” means information which is valuable to the Village and provided in confidence to Legacy 5. Confidential information will not be disclosed without the written consent of the Village. All confidential information will be used for the purpose of fulfilling the obligations under this agreement.

8. Notices

Notices to be given either party under this Agreement shall not be effective unless in writing and hand-delivered or mailed by certified or registered mail to the relevant party at the address stated below;

In the case of Legacy 5
Legacy 5 Development
Company, LLC
Matthew Bailey
6540 Sugargrove Cir NE
Canton, OH 44721

In the case of Canton:
Village of Bolivar
Mayor Robert Lloyd
109 Canal St NE
Bolivar, OH 44612

or at such other address as may from time to time be furnished to the Village by Legacy 5 or by the Village to Legacy 5 by notice set forth above.

9. Binding Effect

This Agreement shall be binding on the parties hereto and on their respective heirs, administrators, executors, successors, and assigns.

10. Non-Discrimination

Legacy 5 will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin.

11. Indemnification Clause: Legacy 5 agrees to indemnify and hold the Village, its officials, officers, agents, and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, sub rogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person, firm, or corporation arising out of the errors, omissions or negligent acts of Legacy 5 in its performance of the terms of this agreement by Legacy 5, but not limited to Legacy 5's employees, agents, subcontractors, sub-subcontractors, and others designated by Legacy 5 to perform work or services in, about, or attend to, the work and services under the terms of this agreement.

12. Applicable Law

This Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Ohio.

13. Severability

In the event any part of this Agreement shall be found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void part were deleted.

14. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which together shall constitute a single document.

15. Entire Agreement

This Agreement expresses the entire agreement of the parties with respect to the subject matter hereof, and all promises, representation, understandings, arrangements, and prior arrangements are merged herein and made a part hereof as modified hereby. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom an enforcement of any waiver, change, modification, extension, or discharge is sought.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Village of Bolivar

Legacy 5 Development Company, LLC

By: _____

Robert Lloyd

Title: Mayor

By: _____

Matthew Bailey

Title: Owner

Witness:

Witness:

APPROVED AS TO FORM:

Stephan P. Babik

Village Solicitor

Village of Bolivar