



SERVICE COMMITTEE MEETING

Thursday, May 8, 2025 at 6:30 PM

Access meeting materials and information via the Northwood, Ohio Public Portal:
<https://northwoodoh.portal.civicclerk.com/>

Members of Service Committee

Dean Edwards, Chair

Jim Barton

Louis Fahrbach

Tom Huntermark, Public Service Director

Kevin Laughlin, City Administrator

CALL TO ORDER:

ROLL CALL:

APPROVAL OF MINUTES:

- Meeting minutes from 4/10/2025

TOPICS/ISSUES:

1) ORDINANCE 2025-1X AN ORDINANCE AMENDING SECTION 618.16 OF THE NORTHWOOD CODIFIED ORDINANCES (NCO) TITLED PROXIMITY OF ANIMALS TO RESIDENCES.

2) LEXIPOL

3) SIDEWALK ESTIMATES FOR OREGON/TRACY REPAVING PROJECT WITH NWWSD.

NEW BUSINESS:

OLD BUSINESS:

ADJOURNMENT:

April 10, 2025

City of Northwood Service Committee Meeting Minutes

CALL TO ORDER

The meeting of the Northwood Service Committee was called to order by Dean Edwards at 06:42 PM on April 10, 2025 in the Council Chambers and via Live Stream.

ROLL CALL

The roll was called by and those in attendance were as follows: Dean Edwards, Jim Barton, Louis Fahrbach, Tom Huntermark, and City Administrator Kevin Laughlin.

APPROVAL OF MINUTES

February 13, 2025 meeting minutes

MOTION: Councilor Barton made a motion to **Approve**; seconded by Councilor Fahrbach. **ROLL CALL:** **Yes:** Councilor Edwards, Councilor Barton, Councilor Fahrbach; **No:** None; **Abstain:** None
Result: Passed

TOPICS/ISSUES

Chicken Ordinance

Discussion of area chicken ordinances in comparison to Northwood's current ordinance that requires a 200 ft setback making it restrictive for residential subdivisions, due to the growing interest in raising chickens. Area ordinances were referenced, and it was suggested to create a separate ordinance specifically for chickens, limited to 6 hens and no roosters, with considerations of lot size and setbacks.

- Questions raised about:
 - HOA bylaws (subdivisions may have their own restrictions).
 - Neighbor consent—some anecdotal support, but no formal requirement yet.
 - Enforcement and inspection responsibilities (e.g., city vs. health department).
- Action Items:
 - Research ordinances and enforcement practices from other municipalities (e.g., Perrysburg, Toledo, Oregon).
 - Present findings at the **May 8th Service Committee Meeting**

Street Dept PT/Seasonal Help

- The department seeks to hire one seasonal worker instead of contracting through Cardinal Staffing.
- Proposed hire rate: **\$18/hour**, with total compensation cost estimated at **\$21.10/hour**, still saving approx. **\$5.41/hour** compared to Cardinal Staffing.
- The goal is to hire a high school student or similar local candidate.
- request to advertise to hire one seasonal part time position for the street department

MOTION: Councilor Barton made a motion to **advertise and hire a part time seasonal worker**; seconded by Councilor Fahrbach. **ROLL CALL:** **Yes:** Councilor Edwards, Councilor Barton, Councilor Fahrbach; **No:** None; **Abstain:** None
Result: Passed

Brentwood Basketball Court & Hoop Quotes

- Plans to build a new court near the old Lark School were reviewed.
- Three bids received for asphalt work:
 - **Bowers Asphalt:** \$19,600 (lowest bid)
 - Henry Bergman: \$21,425.26
 - D&D: \$26,675

April 10, 2025

- Additional cost for new poles and equipment: **\$6,668.60**, with a 20% discount available if ordered promptly.
- Total project expected to stay under **\$27,000**, well within the **\$40,000 budget**.

MOTION: Councilor Barton made a motion to **Approve purchase of 2 hoops and repaving courts not to exceed \$27,000**; seconded by Councilor Edwards. **ROLL CALL:** **Yes:** Councilor Edwards, Councilor Barton, Councilor Fahrbach; **No:** None; **Abstain:** None
Result: Passed

Repaving of Oregon & Tracy in Conjunction with NWWSD

- Proposal to repave Oregon Road and Tracy Road (south of Wales) in conjunction with water/sewer line replacement, which would provide a significant cost savings if repaved now as compared to the project originally planned for 2027 at an estimated **\$480,000**.
- Cost estimate for coordinating with NWWSD: **\$113,263.50**. Discussion to advance the paving this year to avoid future cost increases and keep Anderson Street repaving on schedule as well. half million in road projects would be taken out of 2027 budget, with the potential to move up other projects.
- Councilor Fahrbach requested that the 2026 budget would **not** be based off of this year's expenses with the additional project being approved. The committee and Administration agreed.
- Sidewalk installation along Oregon Road discussed; sidewalk cost estimate to be presented at the **May 8th meeting**

Lexipol - Policy Management Service Local Government quote

City administration recommended contracting with Lexipol to overhaul and digitize the city's HR handbook, which is currently outdated and inconsistently applied. Lexipol, already used by the police and fire departments, would provide:

- Full policy review and overhaul
- Web-based distribution and update platform
- Employee training and acknowledgment tracking

The proposal includes \$16,417.80 for the first year (including consultation and platform access) and a \$5,146 annual subscription beginning in 2026. Since it was not budgeted, the Committee decided to table the decision until the next meeting to allow further review and price comparisons to neighboring communities.

Trailer Storage

referred to BZA.

Section of Municipal Building Roof Replacement

- Two quotes received:
 - **Overhead Roofing & Sheet Metal:** \$46,400 (recommended, lower bid)
 - Dan Schroeder: \$52,439.71
- Budget allocated: **\$52,440**
- Scope includes complete roofing from courts office to hallway.

Both companies have done work on the building in the past.

MOTION: Councilor Barton made a motion to **Approve the contract with Overhead** ; seconded by Councilor Edwards. **ROLL CALL:** **Yes:** Councilor Edwards, Councilor Barton; **No:** None; **Abstain:** Councilor Louis Fahrbach
Result: Passed

Salt Ordinance

Annual authorization required for road salt purchases. This year's budget for salt was reduced from \$50,000 to \$20,000. The city currently has approximately 700 tons on hand. Previous usage data shows fluctuations based on winter severity:

April 10, 2025

- Last winter (with ice storms): 1,200–1,400 tons used
- This year: Would like to get 1000 tons of salt but budget would only allow 540 tons to be ordered.

Salt pricing for next year won't be known until after May 2. The Committee discussed limiting residential neighborhood salting and maximizing brine use. Final purchasing decisions will be reviewed at the May 24 meeting.

NEW BUSINESS

OLD BUSINESS

ADJOURNMENT

07:07 PM

ATTEST:

Council Clerk

APPROVED:

Mayor

ORDINANCE 2025-1X AN ORDINANCE AMENDING SECTION 618.16 OF THE NORTHWOOD CODIFIED ORDINANCES (NCO) TITLED PROXIMITY OF ANIMALS TO RESIDENCES.

WHEREAS, The Northwood City Council desires to amend Section 618.16 of the Northwood Codified Ordinance (NCO) titled Proximity of Animals to Residences.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTHWOOD, WOOD COUNTY, OHIO THAT:

SECTION 1. That Northwood Codified Ordinance Section 618.16 shall be amended as follows provided hereinafter in Exhibit A attached.

SECTION 2. All other sections of Chapter 618 of the Northwood Codified Ordinances not thereinbefore amended or modified shall remain in full force and effect.

SECTION 3. It is found and determined that all formal actions of council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Northwood and the State of Ohio.

SECTION 4. This Ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, safety, and welfare of our citizens. This Ordinance shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

Vote to suspend rules: For: ___ Against: ___ Abstain: ___

Vote on emergency clause: For: ___ Against: ___ Abstain: ___

Vote on final adoption: For: ___ Against: ___ Abstain: ___

Adopted this ___ **day of** _____, **2025.** **In Effect:** _____

ATTEST:

Clerk of Council

President of Council

APPROVED AS TO FORM:

APPROVED:

City Attorney

Mayor

618.16 PROXIMITY OF ANIMALS TO RESIDENCES.

(a) No person shall raise, keep, or harbor any horse, cow, sheep, goats, swine, chickens, geese, ducks, or any other fowl or animal, or any number hereof, within 200 feet of a residence property line.

(1) Notwithstanding subsection (a), the keeping of chickens (hereinafter "hens") may be permitted within 200 feet of a residence property line only under the following conditions:

- A. No more than six (6) hens shall be kept on a residential property; roosters are prohibited.
- B. Hens must be confined in a secure, well-ventilated coop and fenced run at all times.
- C. Coops and runs must be located in the rear yard. Coops or cages shall be kept at least twenty-five (25) feet from the door or window of any dwelling or occupied structure other than the owner's dwelling. Coops and cages shall not be located within five (5) feet of a side-yard lot line, nor within eighteen (18) inches of a rear-yard lot line. Coops and cages shall not be located in the front yard. Free-range hens shall not be permitted within the City of Northwood. Coops and runs must be entirely removed from the property within thirty (30) days of removal of hens.
- D. The coop and outdoor enclosure must be kept in a sanitary condition and free from offensive odors. The coop and outdoor enclosure must be cleaned on a regular basis to prevent accumulation of waste.
- E. All feed shall be stored in rodent-proof containers and animals must not be fed in a manner likely to attract rodents, such as dispersing the feed on the ground.
- F. No slaughtering of chickens shall occur in the line of vision of any neighboring properties.
- G. Zoning permit requirements for accessory buildings and fences are applicable.

(b) As used in this section, the term "horse" includes pony, donkey, and all other equine animals as set forth in Ohio R.C. 959.16.

(c) The provisions of this section shall not apply to domesticated dogs and cats which are not permitted to run at large, nor shall such provisions be applicable to mercantile establishments engaged in the sale of fowl, cattle, sheep, or swine for human consumption.

(d) No person being the owner or having charge of any horse, while riding or leading such horse along the streets of the City shall allow the same to go upon any of the sidewalks or in any way to impede the free use of the sidewalks within the City.

(e) Whoever violates any of the provisions of this section is guilty of a minor misdemeanor and shall be subject to the penalty provided in Section 698.02.

MEMO

TO: Service Committee

FROM:

Kevin Laughlin, City Administrator

RE: Lexipol

Background

Administration has identified a critical need to audit and update the current HR Policy and Procedure (P&P) Manual due to:

- Outdated policies
- Inconsistencies between versions stored in various offices
- Missing or outdated required workplace training

Administrative Analysis & Comparison

With no formal HR department in place to manage these responsibilities, the City explored external solutions. Several HR consulting firms were contacted, returning quotes ranging from \$4,150 to \$10,920 for an HR audit and manual overhaul.

However, even with this investment, challenges remain:

- Lack of modern technology to manage policy updates and training delivery
- PDF-based manuals still risk version inconsistencies
- Policies are not easily accessible or searchable for employees
- Responsibility would fall on internal staff to track ongoing legal changes and required training
- Continuous consulting fees to maintain compliance

HR solutions for surrounding areas:

Oregon - no HR department. They are in similar position as Northwood with an outdated manual. Their Police and Fire Departments use Lexipol.

Walbridge - no HR department, manuals are managed internally. Police department uses Lexipol.

City of Perrysburg and City of Sandusky have an HR department and are current Lexipol clients.

Lexipol has about 25 clients in Ohio that use the local government manual - A majority of their larger municipality clients have an HR department while the smaller municipality clients do not.

Administrative Recommendation

While traditional consulting options provide temporary fixes, Lexipol offers a sustainable, scalable solution that modernizes the City's policy management process and reduces legal and compliance risks. Both the City's Police and Fire Departments already use Lexipol, making it a familiar, proven solution among city departments. Expanding its use across all departments would promote consistency, reduce administrative burden, and create a unified policy management system that ensures long-term consistency and accountability.

Lexipol offers a comprehensive, tech-driven solution that addresses the City's current issues and prevents recurrence. It ensures policies are:

- Continuously updated in line with current laws, regulations, and best practices

- Easily accessible and consistent across all departments
- Delivered with built-in tools for training and policy acknowledgment

Key Benefits of Lexipol

1. Daily Training Bulletins (DTBs)

- Short, scenario-based training tied to policy content
- Tracked completion by employee and topic ensures accountability

2. Continuous Policy Updates

- Lexipol experts regularly review legal updates and best practices
- Web-based delivery ensures easy, real-time distribution
- Updates include side-by-side comparisons to highlight changes
- Customizable to fit the City's structure and language

3. Knowledge Management System (KMS) & Mobile App

- Secure, centralized platform for all policy and training content
- Supports customization, distribution, and archiving of policy versions
- Mobile app provides access anytime, anywhere—including in the field

4. Reporting & Accountability Tools

- Track policy acknowledgments and training completions
- Generate detailed reports by employee, topic, shift, or department
- Reduces administrative burden and improves transparency

First year cost includes the web-based service, implementation and current content extraction, \$15,999.94

Annual fee billed in January - \$5,341.60

Administration recommends approving the contract



MASTER SERVICE AGREEMENT

Initial Term Start Date:

Initial Term End Date:

Account Executive Information

Dennis Ryan
Director of Sales
dryan@lexipol.com

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Emily Popovitch
Executive Administrative Assistant
epopovitch@northwoodoh.gov
(419) 690-1621

City of Northwood
6000 Wales Rd
Northwood, Ohio 43619

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Description of Services
- (d) **Exhibit C** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

City of Northwood

Lexipol, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

001 – Local Government Policy Manual - Prorated 6/1/25 - 12/31/25 (2025-06-01 to 2025-12-31)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
75	Annual Local Government Administration Policy Manual & Daily Training Bulletins	\$4,835.00	20%	\$564.08		\$2,256.34
75	Annual Local Government Supplemental Manual(s)	\$1,842.00	20%	\$214.90		\$859.60
				Discount:	\$778.98	Subtotal: \$3,115.94

002 – Focused Implementation - One Time Fee (2025-06-01 to 2025-12-31)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	Local Government Focused Implementation	\$12,025.00	13%	\$1,563.25		\$10,461.75
1	Local Government Administration Content Extraction	\$2,775.00	13%	\$360.75		\$2,414.25
				Discount:	\$1,924.00	Subtotal: \$12,876.00

003 – Local Government Policy Manual - January 2026 (2026-01-01 to 2026-12-31)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
75	Annual Local Government Administration Policy Manual & Daily Training Bulletins	\$4,835.00	20%	\$967.00		\$3,868.00
75	Annual Local Government Supplemental Manual(s)	\$1,842.00	20%	\$368.40		\$1,473.60
				Discount:	\$1,335.40	Subtotal: \$5,341.60

Discount:	\$2,702.98
Subtotal:	\$15,991.94
Tax:	
Total Due:	\$15,991.94

Discount Notes

Discount - Northwood PD and FD are policy customers.

Exhibit B

Description of Services

Local Government Administration Policy Manual

Constitutionally Sound, up-to-date policies are the foundation for consistent, safe local government functions and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers key aspects of your organization's general operations, facilities, and equipment, records, and personnel policy needs.

- Approximately 50 policies researched and written by public safety attorneys and subject matter experts
- Policies based on federal laws and regulations as well as nationwide best practices
- Ability to customize content to reflect your organization's unique terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

If Professional Services solutions are included in your purchase, the following additional terms apply:

Cancellation and Rescheduling of Meetings

Both the Customer and Vendor recognize that the nature of professional services engagements may necessitate changes to scheduled meetings due to unforeseen circumstances. In the event that either party needs to cancel or reschedule a planned meeting, the following terms shall apply:

1. **Notice of Change:** The party requesting the change must provide email notice to the other party as soon as reasonably possible. A minimum notice period of one (1) business day prior to the scheduled meeting time is required, except in cases of emergency.
2. **Rescheduling Efforts:** Upon receiving a notice of change, both parties agree to make a good faith effort to reschedule the meeting at a mutually convenient time. The party initiating the change shall propose at least two alternative dates and/or times within 5 business days of the original meeting date.

3. **Emergency Cancellations:** Recognizing that emergencies can arise, a shorter notice period may be acceptable at the discretion of the non-initiating party. In such cases, both parties agree to work collaboratively to reschedule the meeting as soon as possible.
4. **Repeated Cancellations:** If either party cancels or requests to reschedule meetings on more than three (3) occasions without adequate notice or justification, it may be considered a breach of the terms of this engagement, subject to review and discussion between the parties to address the impact on the project timelines and deliverables.
5. **Communication:** All notifications regarding meeting cancellations or rescheduling should be communicated through the designated points of contact for each party, using the agreed-upon methods of communication (e.g., email, project management software).

Time is of the essence:

The parties agree that time is of the essence in the performance of the obligations under this Statement of Work (SOW). Lexipol Professional Service shall adhere to the project schedule, milestones, and delivery dates specified herein, recognizing that timely completion is a critical component of the services being provided. Lexipol will recommend a project schedule that has been successful in allowing agencies to complete their policy work within the prescribed timelines. These can be adjusted to fit the needs of the agency/staff availability, but any request by the agency to extend time for performance beyond timeline end dates must be mutually agreed upon by both parties. If Lexipol Professional Services observes that the project is at risk of exceeding the planned duration, an escalation email and conversation will take place with the agency CEO to notify of the schedule concern and discuss a remediation plan to address.

Personnel Changes

Lexipol acknowledges the importance of consistency and continuity in the resources allocated to this project to ensure its successful completion. While we endeavor to maintain the same personnel on the project throughout its duration, we reserve the right to change assigned resources as necessary. Changes in personnel may occur due to unforeseen circumstances such as illness, resignation, or other reasons that may prevent the originally assigned resources from continuing the project. In the event of a change in personnel, Lexipol guarantees that any new resources assigned will possess equivalent qualifications, experience, and expertise necessary to meet or exceed the project's requirements. We are committed to ensuring a seamless transition, minimizing any potential impact on the project timeline and quality of deliverables. Lexipol will provide timely notice to the Customer of any changes in project personnel, along with details of the replacement resource's qualifications and the plan for transition to maintain project continuity.

If personnel changes happen on the Agency side of the project, Lexipol requests that the agency notify the Professional Services Specialist assigned to the project. The Specialist will then work with the agency contacts to determine if there will be a schedule delay while new resources are identified. Once the new resources are onboard, the Specialist will provide a project status overview, training on the KMS Platform, and review of how to view and make any revisions to policies already covered by the project. The project effort will not reset and begin from the beginning, however, to redo any policy decisions that were previously made. The project will resume at the point left off and cover the remaining policies and system functionality.

All services listed in this SOW are services provided in conjunction with other Lexipol subscription services and cannot be ordered as a standalone offering.

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Exhibit C Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol, LLC (“Lexipol”) and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. **Definitions.** Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 **“Agency”** means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 **“Agency Data”** means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 **“Agreement”** means the combination of the cover sheet; Exhibit A (“Selected Services and Associated Fees”); Exhibit B (Description of Services); this Exhibit C (“Terms and Conditions of Service”); and any other documents attached hereto and expressly incorporated herein by reference.

1.4 **“Custom Agreement Terms”** refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 **“Initial Term”** means the initial period of time in which Agency has elected to receive Lexipol Services.

1.6 **“Initial Term Start Date”** is specified on the cover sheet and represents the first day of the Initial Term.

1.7 **“Initial Term End Date”** is specified on the cover sheet and represents the last day of the Initial Term.

1.8 **“Lexipol Content”** means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.9 **“Services”** means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. **Term; Renewal.** This Agreement becomes enforceable upon signature by Agency’s authorized representative, and effective as of the Initial Term Start Date. Following the Initial Term, this Agreement shall automatically renew in successive one-year periods (each, a “Renewal Term”) unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. **Termination.**

3.1 **For Convenience; Non-Appropriation.** During the Initial Term, this Agreement may only be terminated through mutual written approval from an authorized representative of each Party. Following the Initial Term, this Agreement may be terminated by either party for convenience (including due to lack of appropriation of funds for Agency) by providing sixty (60) days written notice to the other Party. NOTE: Fees paid for Online Services are not eligible for refund, proration, or offset in the event of termination for convenience by Agency. Fees pre-paid for Professional Services may be eligible for refund, proration or offset to the extent such Services have not been delivered.

3.2 **For Cause.** This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any material obligation, including payment obligations, or remedy any material default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt

of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. Terms of Service. The following provisions govern access to and use of specific Lexipol's Services:

5.1 Online Services. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

5.2 Professional Services. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

5.3 Account Security. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 Agency Data. Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

5.5 Intellectual Property. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

6. Confidentiality. Each Party may disclose information to the other Party that would be reasonably considered confidential,

including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

7. Warranty. LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. Indemnification; Limitation of Liability. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

9. General Terms.

9.1 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

**Oregon Road Sidewalk - East Side
City of Northwood
Preliminary Estimate of Costs
May 5, 2025**

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Clearing and Grubbing	1 LUMP	\$2,000.00	\$2,000.00
Excavation	205 CY	\$10.00	\$2,050.00
4" and 6" Sidewalk	8244 SF	\$10.00	\$82,440.00
Curb Ramp	12 EA	\$1,500.00	\$18,000.00
Seeding and Mulching	2300 FT	\$2.25	\$5,175.00
Commercial Fertilizer	0.21 TON	\$700.00	\$147.00
Restoration of Right - of - Way	1 LUMP	\$10,000.00	\$10,000.00
Maintaining Traffic	1 LUMP	\$2,500.00	\$2,500.00
		SUBTOTAL	\$122,312.00
		Construction Subtotal	\$122,312.00
		Contingency	\$12,238.00
		Construction Total	\$134,550.00

***Note: Bid the sidewalk project with Chantilly Rue Pavement Improvement project.**



OREGON ROAD
 SURFACE RESTORATION
 PLANS
 STA. 0+00 TO 11+00
 NORTHWESTERN WATER & SEWER DISTRICT, OHIO
 OREGON ROAD AND SHEFFIELD PLACE WATER MAIN REPLACEMENTS WL-4014A

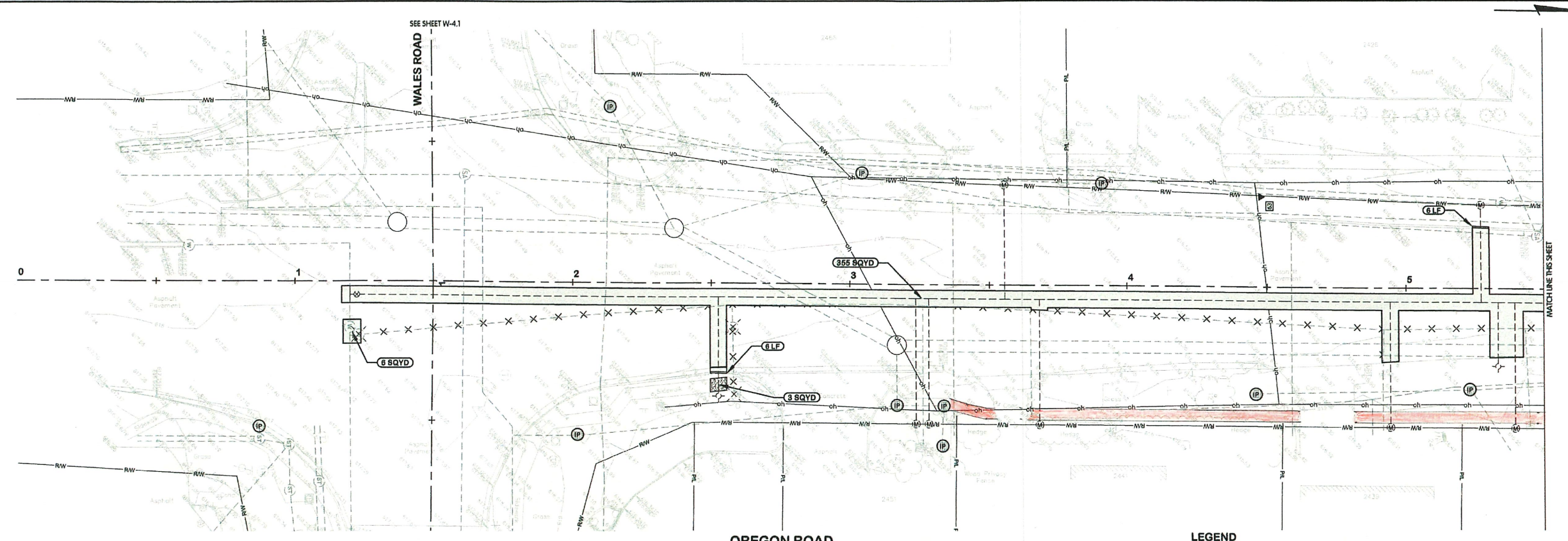
Jones & Henry
 Engineers, Ltd.

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JOB NO. 796-8150.001
 SCALE 1"=20'
 THIS LINE SCALES IF WHEN PLOTTED TO NOTED SCALE

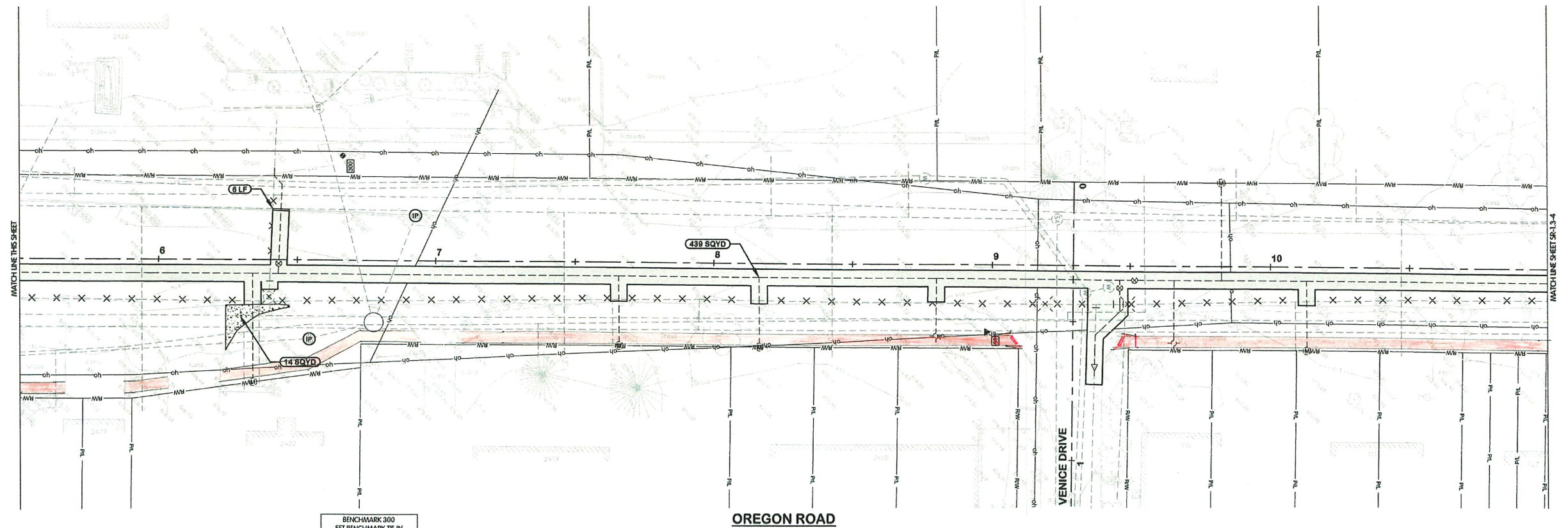
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EAF	BJD	

STATUS: PRELIMINARY
 DATE: 10/10/24
 SHEET NO. SR-1.1-2
 29 OF 38



OREGON ROAD

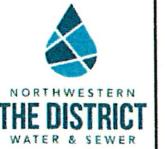
- LEGEND**
- (IP) INLET PROTECTION, SEE DETAIL ON SHEET SR-0.4
 - [Hatched Box] GRAVEL DRIVE REPAIR, SEE DETAIL ON SHEET SR-0.1
 - [Cross-hatched Box] ASPHALT DRIVE REPAIR, SEE DETAIL ON SHEET SR-0.2
 - [Dotted Box] 6-INCH CONCRETE DRIVE REPAIR, SEE DETAIL ON SHEET SR-0.2
 - [Diagonal Lines] ASPHALT PAVEMENT - PLANNING AND RESURFACING, SEE DETAIL ON SHEET SR-0.1
 - [Grid Box] 6-INCH CONCRETE SIDEWALK, SEE DETAIL ON SHEET SR-0.1
 - [Stippled Box] 4-INCH CONCRETE SIDEWALK, SEE DETAIL ON SHEET SR-0.1
 - [White Box] ASPHALT PAVEMENT REPAIR - RESIDENTIAL ROADWAY, SEE DETAIL ON SHEET SR-0.1



OREGON ROAD

BENCHMARK 300
 SET BENCHMARK TIE IN
 POWER AND TELEPHONE POLE
 EL. 618.65

THIS DRAWING IS FOR OREGON STA 0+00 TO 11+00
 DATE: 10/10/24 3:32 PM
 10/10/24 3:32 PM



OREGON ROAD
SURFACE RESTORATION
PLANS
STA. 11+00 TO 22+00

NORTHWESTERN WATER & SEWER DISTRICT, OHIO
OREGON ROAD AND SHEFFIELD PLACE WATER MAIN REPLACEMENTS WL-4014A

Jones & Henry
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JOB NO. 796-8150.001

SCALE 1"=20'

THIS LINE SCALES IF WHEN
PLOTTED TO NOTED SCALE

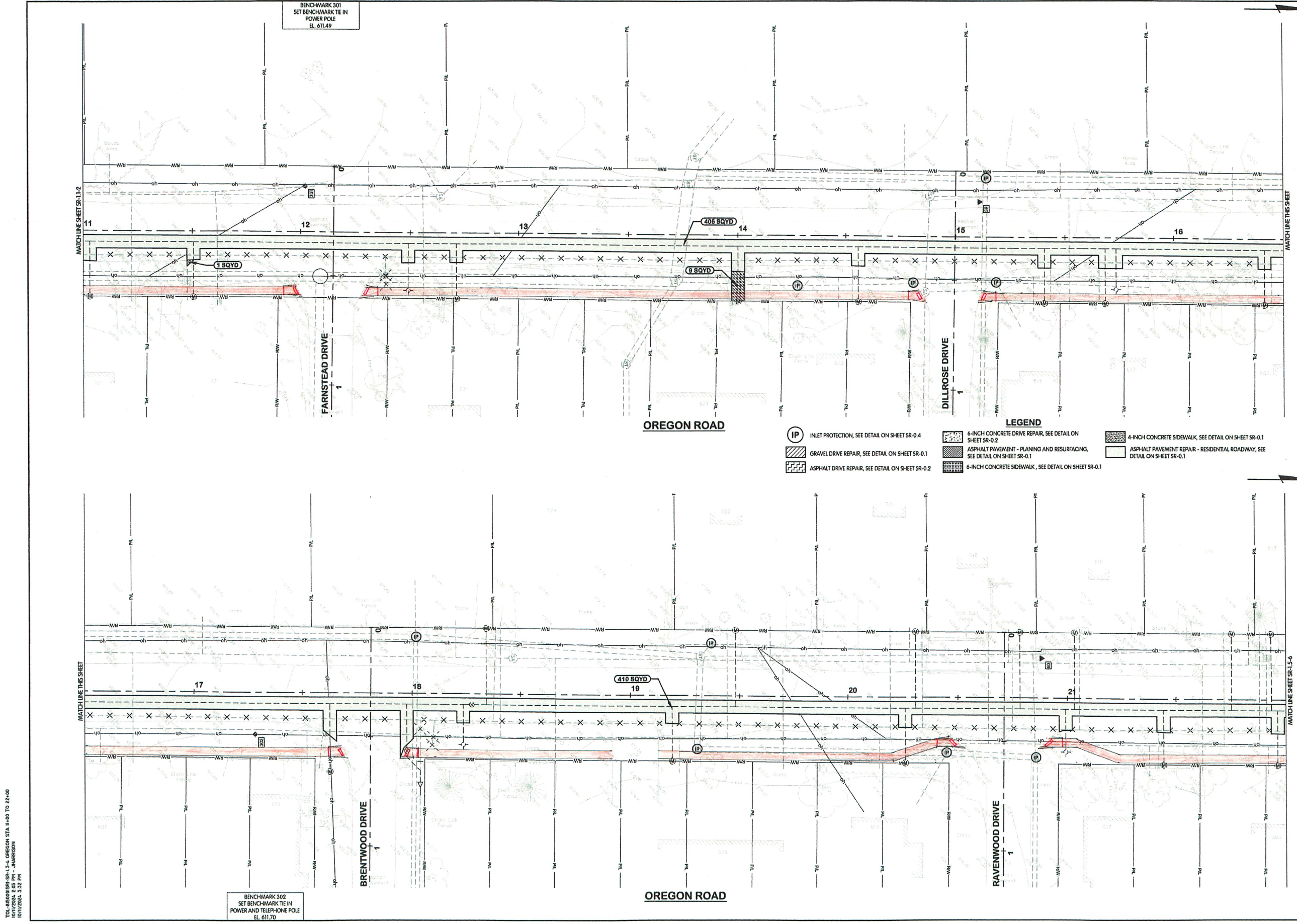
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STATUS PRELIMINARY

DATE 10/10/24

SHEET NO. SR-1.3-4

30 of 38



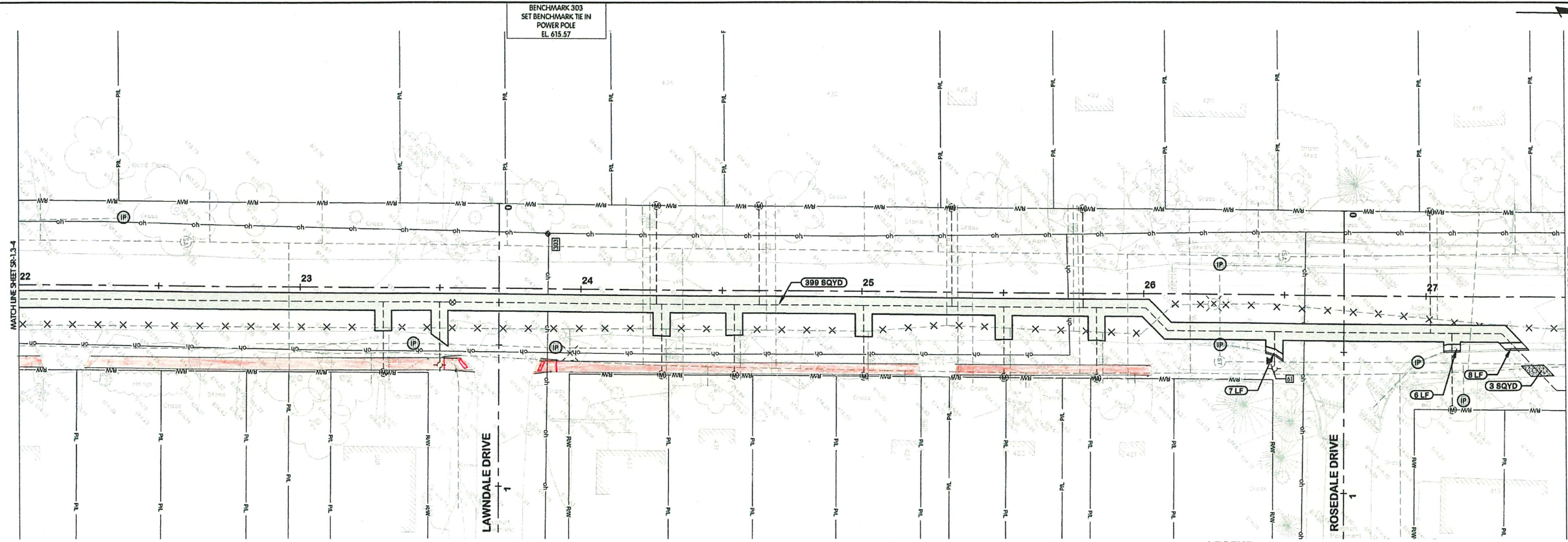
- LEGEND**
- (IP) INLET PROTECTION, SEE DETAIL ON SHEET SR-0.4
 - Gravel Drive Repair, SEE DETAIL ON SHEET SR-0.1
 - Asphalt Drive Repair, SEE DETAIL ON SHEET SR-0.2
 - 6-INCH CONCRETE DRIVE REPAIR, SEE DETAIL ON SHEET SR-0.2
 - ASPHALT PAVEMENT - PLANING AND RESURFACING, SEE DETAIL ON SHEET SR-0.1
 - 6-INCH CONCRETE SIDEWALK, SEE DETAIL ON SHEET SR-0.1
 - 4-INCH CONCRETE SIDEWALK, SEE DETAIL ON SHEET SR-0.1
 - ASPHALT PAVEMENT REPAIR - RESIDENTIAL ROADWAY, SEE DETAIL ON SHEET SR-0.1

TOL-81800SR-SR-1.3-4, OREGON STA. 11+00 TO 22+00
10/10/2024, 3:32 PM
JARRISON

BENCHMARK 302
SET BENCHMARK TIE IN
POWER AND TELEPHONE POLE
EL. 611.70

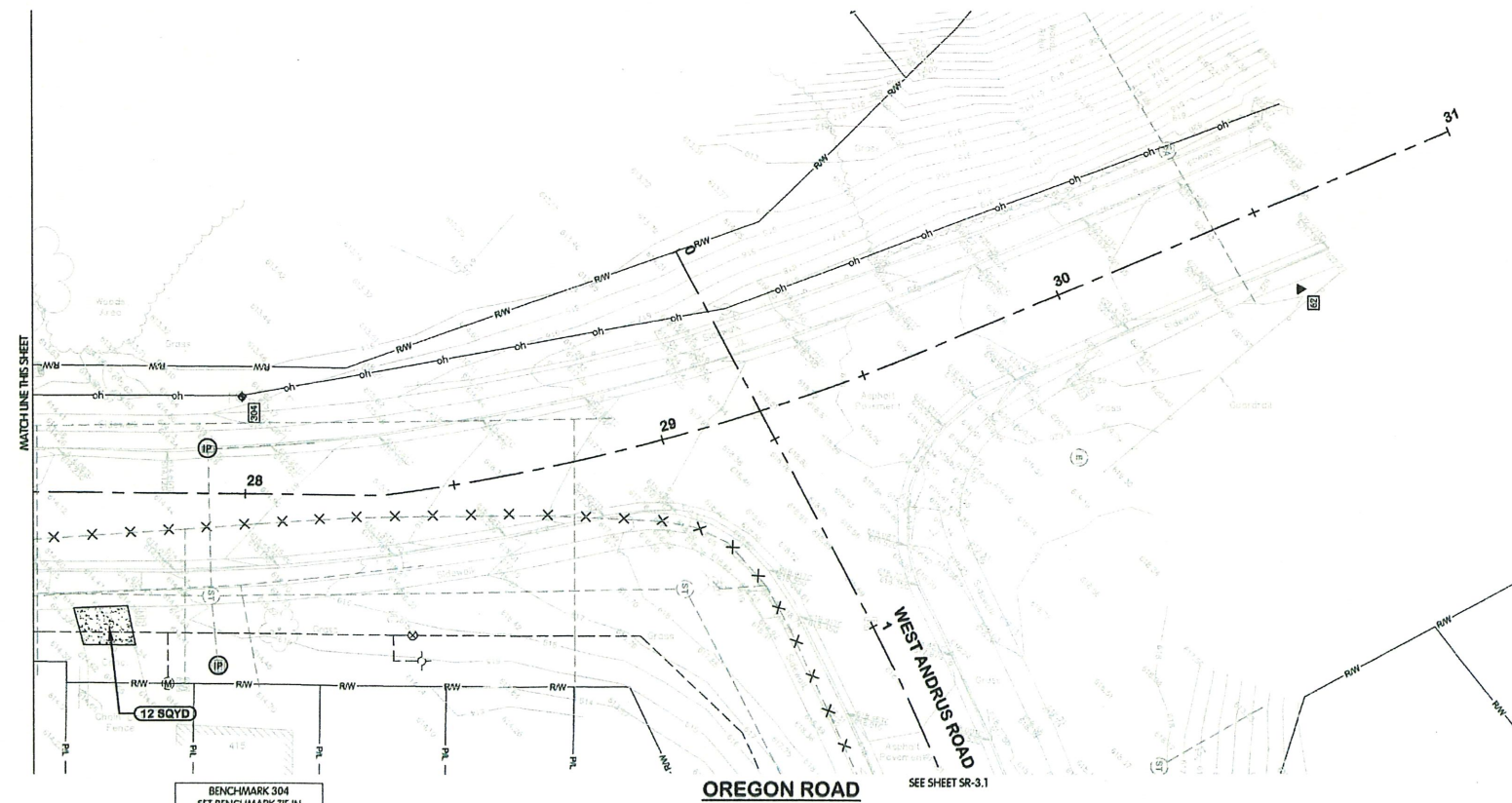
BENCHMARK 301
SET BENCHMARK TIE IN
POWER POLE
EL. 611.49

TEL: 800.888.8881 SR-1.5-6 OREGON STA 22+00 TO 31+00
 DATE: 10/10/24 3:32 PM
 SUPERVISOR



OREGON ROAD

- LEGEND**
- (IP) INLET PROTECTION, SEE DETAIL ON SHEET SR-0.4
 - 6-INCH CONCRETE DRIVE REPAIR, SEE DETAIL ON SHEET SR-0.2
 - ASPHALT DRIVE REPAIR, SEE DETAIL ON SHEET SR-0.1
 - ASPHALT DRIVE REPAIR, SEE DETAIL ON SHEET SR-0.2
 - 6-INCH CONCRETE DRIVE REPAIR, SEE DETAIL ON SHEET SR-0.2
 - ASPHALT PAVEMENT - PLANNING AND RESURFACING, SEE DETAIL ON SHEET SR-0.1
 - 6-INCH CONCRETE SIDEWALK, SEE DETAIL ON SHEET SR-0.1
 - 4-INCH CONCRETE SIDEWALK, SEE DETAIL ON SHEET SR-0.1
 - ASPHALT PAVEMENT REPAIR - RESIDENTIAL ROADWAY, SEE DETAIL ON SHEET SR-0.1



OREGON ROAD

BENCHMARK 304
 SET BENCHMARK TIE IN
 LIGHT AND POWER POLE
 EL. 616.02

SEE SHEET SR-3.1



**OREGON ROAD
 SURFACE RESTORATION
 PLANS
 STA. 22+00 TO 31+00**

NORTHWESTERN WATER & SEWER DISTRICT, OHIO
 OREGON ROAD AND SHEFFIELD PLACE WATER MAIN REPLACEMENTS WL-4014A



JOB NO.	796-8150.001
SCALE	1"=20'
THIS LINE SCALES IF WHEN PLOTTED TO NOTED SCALE	
DESIGNED	EAF
DRAWN	BJD
CHECKED	
STATUS	PRELIMINARY
DATE	10/10/24
SHEET NO.	SR-1.5-6
	31 of 38